



## NOTICE OF PUBLIC MEETING

Monday, June 15, 2020  
City Council Chambers  
680 Park Avenue  
Idaho Falls, ID 83402  
3:00 p.m.

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The public is invited to observe City Council Work Sessions. However, to observe appropriate social distancing guidelines, as recommended by the Centers for Disease Control and Prevention (CDC), the public is encouraged to view this meeting via livestream on the City's website at <https://www.idahofallsidaho.gov/429/Live-Stream>. The agenda does not include an opportunity for public interaction.

This meeting may be cancelled or recessed to a later time in accordance with law. If you need communication aids or services or other physical accommodations to participate or access this meeting or program of the City of Idaho Falls, you may contact City Clerk Kathy Hampton at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 as soon as possible and they will accommodate your needs.

### CITY COUNCIL WORK SESSION

Times listed in parentheses are only estimates.

#### Call to Order and Roll Call

Public Works: -Idaho Transportation Department (ITD) I15/US20 Project Update (30)

Police Department: -Part I. Idaho Falls Police Department Policies, Practices, and Procedures (30)

- Overview
- 8 Can't Wait
- Local Arrest Data

Mayor: -Acceptance and/or Receipt of Minutes  
*Action Desired:* To receive recommendations from the Planning and Zoning Commission  
-Calendars, Announcements and Reports (15)  
-Coronavirus (COVID-19) Update

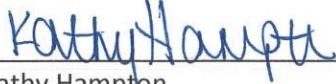
Council: -Liaison Reports and Council Concerns (10)

Legal Department: -License Denial Training (5)  
-Child Care Licensing Follow-up Discussion (10)  
-Door-to-Door Ordinance Discussion (10)

Community Development Services: -Comprehensive Planning and Annexation Hearings Process Briefing (30)

Municipal Services: -Moss Adams Financial Audit Services Update (10)  
-Second Quarter and Year-end Forecast Finance Presentation (45)

DATED this 12<sup>th</sup> day of June, 2020

  
\_\_\_\_\_  
Kathy Hampton  
City Clerk



# MEMORANDUM

**TO:** Honorable Mayor and Council

**FROM:** Brad Cramer, Community Development Services Director

**DATE:** June 03, 2020

**RE:** June 02, 2020, Planning Commission Action

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Planning Commission took the following action during the June 02, 2020 meeting.

- 1. ANNX20-003: ANNEXATION/INITIAL ZONING. Annexation & Zoning of HC, Approx. 96.053 acres E1/2 Sec 6 T2N R38E.** North of US 20, east of N 5th W, south of E 65th N, west of N 5th E. On June 2, 2020 the Planning & Zoning Commission recommended to the Mayor and City Council approval of the annexation with an initial zoning of HC, Highway Commercial.
- 2. ANNX20-006: ANNEXATION/INITIAL ZONING. Annexation & Zoning of I&M 14.678 Acres Sec 8 T2N R38E.** North of Hemmert Ave, East of N Holmes Ave, South of E Iona Rd, West of N 15th E. On June 2, 2020 the Planning & Zoning Commission recommended to the Mayor and City Council approval of the annexation and initial zoning of I&M, Industrial and Manufacturing.
- 3. ANNX20-004: ANNEXATION/INITIAL ZONING. Annexation & Zoning of R3A 9.7 acres Sec 33 T2N R38E Silverwood.** North of E 49th S, East of S 15th E, South of E Sunnyside Road, West of S 25th E. On June 2, 2020 the Planning & Zoning Commission recommended to the Mayor and City Council approval of the annexation and initial zoning of R3A, Multiple Dwelling Residential.
- 4. ANNX20-002: ANNEXATION/INITIAL ZONING. Annexation & Zoning of TN Taylorview Homes.** North of E 49th S, East of S 5th W, South of E Sunnyside Road, West of S Holmes Ave. On June 2, 2020 the Planning & Zoning Commission heard this application for a second time as a public hearing. They unanimously voted to recommend approval of the annexation and initial zoning of R1, Single Dwelling Residential, instead of TN, Traditional Neighborhood, to the Mayor and City Council.
- 5. PUD20-002: PLANNED UNIT DEVELOPMENT. Rising Sun Townhomes.** South of Broadway, west of S Bellin Rd., north of Pancheri Dr. and east of S Old Butte Rd. On June 2, 2020 the Planning & Zoning Commission voted unanimously to recommend approval of the PUD, Planned Unit Development, as presented.
- 6. RZON20-004: REZONE. Removal PUD Lots 2nd Amended Lorin C Anderson Div No 1.** Generally south of E 17th Street., west of St. Clair Road., north of E25th Street., & east of Woodruff Avenue. On June 2, 2020 the Planning & Zoning Commission recommended to

**COMMUNITY DEVELOPMENT SERVICES****Planning Department**

Office (208) 612-8276

Fax (208) 612-8520

**Building Department**

Office (208) 612-8270

Fax (208) 612-8520

the Mayor and City Council approval of the Rezone to remove the PUD, Planned Unit Development.

7. **PLAT20-017: FINAL PLAT. Silverwood Subdivision Final Plat.** North of E 49th S East S 25th E West S 15th E South of E Sunnyside Rd. On June 2, 2020 the Planning & Zoning Commission recommended approval of the Final Plat for the Silverwood Subdivision.

**RECOMMENDED COUNCIL ACTION:** To receive recommendation(s) from the Planning and Zoning Commission pursuant to the Local Land Use Planning Act (LLUPA).



## **Idaho Falls Civic Center for the Performing Arts Committee Meeting Minutes**

**Wednesday, March 4, 2020**

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**Idaho Falls Civic Center for the Performing Arts Committee of the City of Idaho Falls met in a special committee meeting, Wednesday, March 4, 2020, at the Municipal Services Director's Office, 308 Constitution Avenue, Idaho Falls, Idaho at 1:30 pm.**

### **In Attendance:**

Arthur Kull, Idaho Falls Civic Center for the Performing Arts Committee Member

Carrie Scheid, Idaho Falls Civic Center for the Performing Arts Committee Member

Anne Staton-Voilleque, Idaho Falls Civic Center for the Performing Arts Committee Member

Bonnee Taggart, Idaho Falls Civic Center for the Performing Arts Committee Member

### **Others Present:**

Rebecca Casper, Mayor

Jim Freeman, City Council

Pam Alexander, Municipal Services Director

Chandra Witt, General Services Administrator

Ed Morgan, Civic Center for the Performing Arts Manager

Krista McKellip, General Services Office Assistant

Brandi Newton, Executive Director IF Arts Council

### **Absent:**

Deidre Warden, Idaho Falls Civic Center for the Performing Arts Committee Member

The meeting was called to order by Chair Arthur Kull at 1:37 p.m.

### **Review and Approval of September 4, 2019, Meeting Minutes:**

- Chair Arthur Kull called for the approval of the minutes from September 4, 2019. Carrie Scheid motioned for the approval and Bonnee Taggart seconded the motion. Motion carried.

### **Public Comment:**

- None.

### **Review 2020/21 Proposed Civic Fees and Facility Transaction Fee:**

- Pam Alexander provided background on the process for looking over the fees. Pam also advised that there needs to be a conversation regarding the possibility of a transaction fee. Carrie Scheid explained the importance and reason for a transaction fee in relation to the facility fee. There was a discussion regarding the pros and cons as to instigating a facility fee. The committee requested that Brandi Newton from the Idaho Falls Arts Council look into the number of ticket sales in one month. Carrie Scheid also requested that different scenarios be looked at. Look at per ticket, also scaling a facility fee and exemptions. There was a discussion regarding setting



## **Idaho Falls Civic Center for the Performing Arts Committee Meeting Minutes**

### **Wednesday, March 4, 2020**

a target of what needs to be raised from the facility fees as well as a breakdown of what maintenance and capital improvement would be. There was also a discussion regarding a marquee fee. The City will be looking into what other facilities are doing to sell space on the marquee. Ed Morgan requested that all events be ticketed for safety reasons. It is important to know how many people are in the building. This will be revisited at the next meeting.

#### **Review Idaho Falls Civic Center for the Performing Arts Conceptual Design Request for Qualifications (RFQ):**

- Pam Alexander discussed the purpose and process of the RFQ. Pam advised that they purposefully held off on posting the RFQ as there was one in the process for the Police Station, and she wanted to have as many solid bids available for the Civic project as possible. Pam explained that they included a requirement for a partnership with local firms, so that companies outside of Idaho can submit a bid, but they have to partner with a local firm. Carrie Scheid requested that the costs be clearly separated between phase II and phase III, but not sequential.

#### **Phase I Renovations Update:**

- Ed Morgan advised that 450 of the temporary seats have been purchased. There may be another 1,000 sold this week. Optimistically by June/July all of the seats will be gone. They are going for \$15.00 per seat.
- As far as status, Phase I is complete. The vinyl on the walls is not holding up very well. It is taking some hits as it is not as durable.
- There was a brief discussion regarding drink holders. Drink holders will be revisited when the front of the house is done, and we have more concessions and a coat rack.
- There are still some leg room issues in the balcony, but they are much better.

#### **Civic Foundation Update:**

- Carrie Scheid gave a brief explanation of the Exploratory Campaign Committee for the Civic Center for the Performing Arts. They are there to find donors for the completion of the Civic. They already have a little money in the account for the Civic.

The meeting adjourned at 2:43 p.m.



Krista McKellip - Secretary



Arthur Kull - Chair

Idaho Falls Downtown Development Corp. May 5, 2020 board meeting was held in The DEC (480 Park Ave) at 8:30am

Attendance: Jake Durtschi, Emily Fitzpatrick, Kevin Josephson, Brandi Newton, Greg Crockett, Jill Hansen, Steve Fishbauch, Kevin Cutler, Antonio Meza; Staff: Catherine Smith, Juan Hernandez, Mala Lyon; visitors: Chase Martin, Councilman Jim Francis, Janice McGeachin Idaho's Lt. Governor and a guest

Minutes for March 3, 2020 were reviewed – Greg motioned they be approved; Antonio seconded, and board approved. No board meeting was held in April 2020

Financials: Brandi requested that we amend the financial report to include the PPP loan as income as it is a loan until it becomes a grant; other income is the insurance money we received when the A Street parking booth was damaged - \$14,000 – it is our money to do with as we wish. Our assets to liability is very good so we can be flexible in this tough time. When we do more we spend more. Brandi made the motion to approve the financial report with the amendments; Kevin Cutler seconded and board approved.

Catherine presented a revised operations budget to adjust for lost income from canceled events and reduced parking income. We are hoping to move Taste of Downtown event to July 18<sup>th</sup>. We will not be doing any public art this year – we did receive from the INL \$5,000 for a mural to be painted on the side of Wee Bee Toys, pending their approval, which will be done at a future date. Catherine and Juan had planned to attend the Parking meetings in Oregon but that has been postponed until 2021 – the one in Boise last year was very helpful and informative. The new budget has decreased our expenses by \$30,000 and reduced the projected income by \$30,000. We will still need to be flexible as to what events we can and can't do. Jake asked what portion of the loan will be forgiven? Catherine said 100% at this point, but if it is not all used there is a payback over the next 2 years at 1%. Bank of Idaho did 1,000 loans in just a few days for businesses. Greg proposed that the revised budget be approved as Catherine has thought this out very well; Brandi seconded and board approved the revised budget.

Downtown watering for trees, hanging baskets and flower pots: Parks and Rec has had to do a major budget cut also and will not be able to do the watering of the downtown this year. They usually hire 300 summer time workers and will not do that this summer. They have agreed to contract our services for watering at the cost of \$20,000 which is substantially less than what they typically spend to staff the downtown watering job. We will hire 2 part-time people to water the hanging flower baskets and pots at \$8 an hour and hope we can make it work. Because of the limited resources we have cut back on the baskets from 133 to 85. There will be none on the Yellowstone highway, only a few on Memorial and South Capital. The baskets on Broadway are connected to auto drip so they will all be in place. We estimate it will take minimum 35 hours per week (X 2 people) to water the baskets and pots. Dave Lawrence has offered a watering truck to us that we can use to water the baskets and pots. We will need to purchase a pump and pay a small leasing fee and give him a release from all liability agreement. Being able to use this truck with a 500 gallon tank will make watering downtown so much easier than trying to use faucets on the outside of buildings or fire hydrants. The trees are another matter. They require deep watering and we should have started watering them in March. We have contacted Dave

Lawrence and had them watered last Friday using the fire hydrants. Using the hydrants is a bit tricky as you have to make sure the hydrant is turned all the way on or the drain underground will not close properly and water will erode the underground soil. We have decided the best option is to contract with Dave Lawrence to water the trees and it will cost about \$100 each time they are watered. He is willing to work with us on the cost to make sure it can fit in our budget. Jim Francis asked if we had contacted the proper people to use the hydrants? Catherine said Parks and Rec had an agreement with the city but that she would contact everyone to make sure we are still ok to use them. Catherine said the long term plan as each intersection is eventually overhauled that we will have auto watering installed. All the watering pipes that were in the old planters were removed and shut off. Antonio asked if Parks and Rec got any government loan help? Jim said cities can apply, but there probably would not be money for seasonal help. Janice said 1.2 billion is being sent to cities and counties based on population. Kevin Josephson asked if firemen could help with using the fire hydrants? Catherine said she would ask and also will find out where we can get the water truck filled. Emily motioned that the proposed budget be approved to hire Dave Lawrence to water the trees and that we lease his water truck for watering the baskets and pots. Greg seconded and board approved.

Events: meeting with Krisi tomorrow to discuss options of how we can safely hold the Taste of Downtown event in July. At this point we are still planning on holding the OktoberFest the last Saturday in September, FallBrew in November and WinterBrew in January moving the location here to the DEC hopefully to get ahead of any bad weather cancellations. Kevin J. suggested that for Taste of Downtown people could do curbside drive by pick up for samples. All options will be looked at.

Parking: very little income has come in from parking in April. We have \$14,000 in outstanding citations that has not been collected. We have been working with the city attorney to try and get permission to access the data to get names and addresses that match the license plate numbers. The city had the authority before we took over enforcement, so we are hoping we can have the same.

The 'Look, Ask, Share' campaign and Support Local Idaho Gems programs are up and running. We are supporting both and they are optional for businesses to participate in. Some have expressed concern that the Look, Ask, Share posters will be used against some businesses if they do not display it. Several restaurant and bar owner met yesterday to discuss reopening phases and bars can't open until June. Brandi said these are guidelines and we are to interpret them and make them work for each of our circumstances. We cannot tell anyone what to do, you have to look at how your patrons will react to your decisions. We can and will help and be supportive by sharing info of what each business plan is. Catherine said the DDC will encourage each business to have a true entrepreneurial spirit and follow Health Department guidelines. We will support everyone's decisions as they know what is best for them and their customers. Janice said there is concern that if a business doesn't use the poster there will be negative results which is unfair as most businesses like The Celt were already following all the guidelines. It is a matter of survival for these businesses to get open sooner than later. Kevin J. said we support everyone and we can advertise who is open and what plans they have in place so people feel comfortable. Innovation is key and curbside service might be part of the future way of doing business.

Idaho Gives goes thru May 7<sup>th</sup> and we are promoting the Foundation as a nonprofit worthy of donations.

Community block grants – we have \$38,000 for the 2020-2021 year. The old Ferrell's building had \$25,000 but they have not moved forward to use it as of yet. They have until June 1<sup>st</sup> or the money goes back in the budget and can be used by a new project. Jim said HUD has put some extra money in and Lisa can let us know about that.

Kevin J asked if we have looked into having virtual concerts and have people pick up dinner or get growlers to fill with craft beers? Jake said they did the Comedy show in April and had 4 to 5,000 viewers. They did this to help the comedian who raised about \$700 in donations for himself. We encouraged people to get a curbside dinner and will be doing another comedy show this week. It is hard to get restaurants all on the same page for these kinds of promotions. Brandi said it is tricky to live stream a video especially if you try to sell tickets to it. There are some real costs involved and no promise of return.

Meeting was adjourned at 10:00

Our next board meeting will be held June 2, 2020 at 8:30am

Respectfully submitted by Jill Hansen, Secretary and Mala Lyon

## **Idaho Falls Sister City Youth Approved Meeting-Minutes**

This meeting was conducted using the platform Zoom

**May 18, 2020**

### **Attendees**

Maggie Boring	Nicholas Cebull	Melinda Cebull	David Eaton
Katie Eaton	Kylie Eaton	Abigail Gallegos	Aiden Gallegos
Izabel Kelley	Laura Kelley	Sam Hawker	Lori Kidwell
Charlie Medema	Mike Medema	Heather Medema	Jorge Padron
Nathan Peck	Kendra Peck	McKenzie McIsaac	Ed McIsaac
Anna St. Michel	Whitney St. Michel	Carter Thompson	Jenn Thompson
Rebecca Smith	Stephanie VanAusdeln		

### **Approval of minutes**

Whitney St. Michel motioned to approve the May 6, 2020 meeting minutes. It was seconded by Lori Kidwell. No objections.

### **Student Exchange to Japan**

A video of favorite places in and around Tokai-Mura was shown.

A proposal to have "Getting To Know You" Zoom meeting with at least five students from Idaho Falls and five students from Tokai Mura. These students are asked to be prepared to ask questions and possibly to play Kahoot!.

### **For Your Information**

Idaho Falls Public Library is not allowing group meetings at this time. When this policy changes David will inform the group.

David Eaton will contact Judy Seydel to schedule a date for our group to help clean up in the Friendship Garden. He will let us know by the next meeting, June 3.

### **Reminder**

The next meeting is on June 3, 2020 at 7:00. Everyone will be notified by David Eaton through email. Please put the June 3rd meeting on your calendar as well as the June 15th meeting.

## **Videos**

David Eaton suggested that each person take pictures of their favorite sights in and around the Idaho Falls area. David will set up the site for each of us to post to. He will let us know where to post the videos and/or pictures.

If any student is interested in creating the videos to Tokai-Mura please let David Eaton know.

## **Fundraisers**

### **Cherry Blossom Festival Raffle**

Whitney St. Michel has been exploring with the software for buyers to purchase raffle tickets for the Cherry Blossom Festival. Whitney will email everyone when she has pictures/contents of each basket. The group agreed to the date of the raffle drawing approximately 30 days after Whitney emails each of us with the pictures/contents of each basket.

Thank you notes will be sent out shortly after Whitney St. Michel sends out the email with the pictures of each basket.

Reach out to all your friends and family members near and far and tell them about the IFSCY raffle that will be happening soon.

## **Student Activity**

On the 22nd, or this Friday:

To stay connected with the Japanese group, we will have a small group of students talk with a small group of Japanese Students. The people we will have that will be talking with the Japanese students are ,

1. Kenzie
2. Abbie
3. Aiden
4. Stephanie
5. Charlie
6. And if possible, Maggie.

Tonight's lesson:

The lesson was taught by Maggie Boring, on useful Kanji characters. The slideshow is below.

### **Kanji presentation**

## **Meeting Adjourned**

Rebecca Smith motioned to adjourn the meeting. It was seconded by Lori Kidwell.



## **Idaho Falls Civic Center for the Performing Arts Committee Meeting Minutes**

### **Wednesday, September 4, 2019**

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Idaho Falls Civic Center for the Performing Arts Committee of the City of Idaho Falls met in a special committee meeting, Wednesday, September 4, 2019, at the Civic Center for the Performing Arts, 501 S. Holmes Ave., Idaho Falls, Idaho at 1:30 p.m.

#### **In Attendance:**

Arthur Kull, Idaho Falls Civic Center for the Performing Arts Committee Member

Carrie Scheid, Idaho Falls Civic Center for the Performing Arts Committee Member

Anne Staton-Voilleque, Idaho Falls Civic Center for the Performing Arts Committee Member

Bonnee Taggart, Idaho Falls Civic Center for the Performing Arts Committee Member

#### **Others Present:**

Rebecca Casper, Mayor

Jim Freeman, City Council

Pam Alexander, Municipal Services Director

Chandra Witt, General Services Administrator

Ed Morgan, Civic Center for the Performing Arts Manager

Krista McKellip, General Services Office Assistant

Brandi Newton, Executive Director IF Arts Council

Dr. Thomas Heuser, Music Director Idaho Falls Symphony

Aleksandria Peugh, Executive Director Idaho Falls Symphony

Terri Frickey, Maeck Foundation

Greg Croft, Resin Architecture

#### **Absent:**

Deidre Warden, Idaho Falls Civic Center for the Performing Arts Committee Member

The meeting was called to order by Chair Arthur Kull at 1:33 p.m.

#### **Review and Approval of June 14, 2019, Meeting Minutes:**

- Chair Arthur Kull called for the approval of the minutes from June 14, 2019. Bonnee Taggart motioned for the approval and Anne Staton-Voilleque seconded the motion. Motion carried.

#### **Public Comment:**

- None.

#### **Review Draft City Letter to District 91 for Art Room:**

- The committee advised that they liked and approved of the letter. Mayor Rebecca Casper was of the opinion that the letter was already sent. Pam Alexander will confirm if the letter has in fact been sent.



**Idaho Falls Civic Center for the Performing Arts Committee Meeting Minutes**  
**Wednesday, September 4, 2019**

**2019/20 City Contribution/Budget for Phases II and III:**

- Pam Alexander provided an update of the budget and the City Contributions. City Council approved the 2019/2020 budget, which included a contribution amount of \$200,000.00 for the engineering and design fees. That was a \$50,000.00 reduction from the requested \$250,000.00.
- Anne Staton-Voilleque requested discussion regarding the contribution. There was a discussion regarding a potential matching contribution from the Maeck Foundation of \$200,000.00. There would still need to be an additional contribution of \$100,000.00 to cover the engineering and design fees. Chandra Witt advised that the total amount for the engineering and design would not be utilized in one fiscal year, so it could be extended out to the next fiscal year. Anne Staton-Voilleque advised that they have a grant out to the CHC Foundation for \$245,000.00, which she believes will be turned down, as it is not capital. Terri Frickey said that this is going to be a hard sell, as if the funding is not there what is going to happen to the project. Carrie Scheid advised that we have to have the funds for the engineering and design in order to get the real numbers so that we can fundraise on the real numbers. Carrie Scheid expressed that she did not feel that we were in any additional jeopardy as we are in the same boat as any other big project trying to get our numbers right. Having the real engineering and design numbers allows us the opportunity to intelligently look at where to downsize the project if things are more expensive than what was anticipated. Terri Frickey explained that she wants to have the what-if's answered prior to going to the rest of the trustees, as the \$200,000.00 could go to a project that is guaranteed to go forward. Jim Freeman advised that if you do not have the engineering and design then there would be no project. There was a brief discussion on how to approach the trustees for the Maeck Foundation, and a timeline. Arthur Kull and Terri Frickey will organize the meeting.
- There was a brief discussion regarding doing a request for qualifications or request for proposals and proceeding with the project utilizing the funds currently obtained. The committee agreed that we should continue to move forward.
- There are some potential savings from phase I that can be rolled over into phase II and III as well.
- There was a brief discussion regarding issues with selling the temporary seating. Currently they are on public surplus. There was a brief discussion on storing the seats, and timeline. Pocatello is interested in the seats for the high school; however, they do not currently have the finances.
- There was a brief discussion regarding Rigby wanting the old orchestra shell. Ed Morgan advised that he told them to make an offer. There is not any real value left in the old orchestra shell.
- There was a brief discussion regarding the flooring and what can be done to make it look better. After the new seats went in, the floors took a hit and they look horrible. The City will look into having the floors painted.



**Idaho Falls Civic Center for the Performing Arts Committee Meeting Minutes**  
**Wednesday, September 4, 2019**

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**Phase I Ribbon Cutting and Celebration Activities:**

- The invitations are completed and ready to be sent out. Terri Frickey provided a list of requested attendees. Pam Alexander updated the list with some of the Mayor's requested attendees. There are approximately 55 invitations. Invitations can also be mailed out or emailed.
- A quote for catering has been obtained from Diablas Kitchen. Estimate is approximately \$15.00 per person. Finger foods with sparkling cider and coffee is what was decided on the menu.
- The Idaho Falls Youth Symphony will be playing following the ribbon cutting.
- There was a brief discussion regarding an open house to be set on Friday, November 8, 2019, from 5:00pm to 7:00pm, to coincide with the Idaho Falls Symphony dress rehearsal.

The meeting adjourned at 2:40 p.m.

A handwritten signature in black ink, appearing to read "Krista McKellip".

Krista McKellip - Secretary

A handwritten signature in black ink, appearing to read "Arthur Kull".

Arthur Kull - Chair



**GOLF ADVISORY BOARD MEETING**  
**IRRIGATION MEETING**  
**TUESDAY, OCTOBER 29, 2019**  
**6:30 P.M.**  
**ACTIVITY CENTER**

**ATTENDANCE**

Members in attendance: R. Carosone, R. Elwood, M. Hagerdorn, J. Graham, B. McGiff, T. Lohse, K. Buckland, T. Hersh, G. Denning, J. Landon, J. Freeman, Mayor Casper, D. Maart, T. Hally, T. Reinke

Members not in attendance: B. Bugger, M. Cole, G. Lattimore, S. Priebe, F. Sica, D. McCarty, M. Spraktes, P. Holm

**CALL TO ORDER**

R. Carosone called the meeting to order at 6:30 pm.

**COUNCILMAN JIM FREEMAN**

- Advised the board that everyone on the council is in support of the golf courses and understands the gravity of the irrigation system problem.
- Budget priorities the City is handling at this time including the police station.

**CONTROLLER MARK HAGERDORN**

- He explained that the issue is getting funds for the irrigation project. There is the option of trying to get grants or loans from government agencies. There is a state agency, the Idaho State Resource Board, which has available funds to loan. This will require an extensive application process that must be completed a week before Christmas 2019. The loan has a 4% rate and the repayment of a 2.5 million dollar loan would be approx. \$232,000 a year. This loan is not guaranteed as many agencies will be competing for this money. They have a limit of funds and will choose who will receive the loan.
- The intent to create a Golf Capital Improvement Fund which will be separate from the Golf Fund which acts as a cash balance fund.

**MAYOR CASPER**

- She explained the processes regarding the City Council to the board. It is the job of the Parks Director and the golf professionals to be looking for grants and solving the financial problems.
- Discussed the Idaho Resource board and who the members are.
- The importance of having the Water Division's Superintendent Dave Richards and Chris Fredrickson from Public Works be consulted regarding the loan application.
- Budget information regarding the City and the Golf Courses and considerations and limitations.
- The board needs to be directed better on the budget processes.
- We need to break apart the 2.5 million irrigation repair cost to see what portion pays for the actual system versus the portion that pays for the potable water fix.

#### **BOARD DISCUSSION**

- Is an economic impact study worth the cost? It would be helpful.
- The four price increase suggestions formatted by T. Reinke. The members present were all in favor of the highest price increase. This would fund the loan repayment, if the loan is received, as well as put an additional amount into the Golf Capital Improvement Fund. There was not a quorum for a vote, however the highest price increase has already been approved by council.
- A committee will be formed to complete the application process for the loan.

Meeting adjourned at 8:00 pm.

Next meeting will be held November 6, 2019.

*Recorded by:  
Tracy Sessions, Administrative Assistant, Parks & Recreation*

# Legal Department: Child Care Licensing Follow-up

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 6, CHAPTER 3 TO CLARIFY THE VIOLATIONS OF LAW AND REGULATION THAT PROHIBIT OR REVOKE A CITY CHILD CARE LICENSE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, children are a priceless asset of our community; and

WHEREAS, in order to regulate child care, the City established a child care ordinance pursuant to authority delegated to cities by the Idaho Code; and

WHEREAS, as part of the authority delegated to cities, the City requires a criminal background investigation of persons who will provide child care services to families; and

WHEREAS, the purpose of the criminal background investigation is, in part, to determine whether a child care worker or provider of child care should be allowed to provide such care; and

WHEREAS, recently, there has been some concern that the standards for disqualification for child care are not clear; and

WHEREAS, the City desires to make it clear to all under what conditions child care may be provided; and

WHEREAS, the changes to the City's Day Care Chapter contained in this Ordinance are meant to clarify conditions of disqualification from providing child care.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, THAT:

**SECTION 1.** Title 6, Chapter 3, Section 3, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

**(D) APPLICATIONS FOR LICENSE:** The applicant shall obtain an application for a license from the City Clerk. Once an application for a license has been submitted, the Clerk shall review the application and determine whether or not the application is complete. If the Clerk deems that the application is complete, then the applicant and City will arrange for all necessary inspections to obtain the certificates required by such Section in subsection (A), (B) or (C) above. Once all certifications are obtained and all requirements of either subsection (A), (B)

or (C) above and there is compliance with all provisions of this Chapter are met, the Clerk shall issue a license. If the application is incomplete in any respect, the Clerk shall promptly notify the applicant that the application is incomplete and shall specify the items which the Clerk has determined are not complete or which do not otherwise comply with the provisions of subsection (A) hereof. Applications shall be made to the Clerk in the form and manner prescribed by the Clerk.

...

(I) RENEWALS: At least thirty (30) days before a License is to expire, the Applicant must apply for a renewal license. The fees for a renewal license are the same as set forth in subsection (H) above. Depending on the type of License, all information required under Sections 6-3-3(A), 6-3-3(B), and 6-3-3(C) and proof of compliance with this Chapter shall be provided with the application in order to qualify for the License. The following items do not need to be shown on renewal licenses:

**SECTION 2.** Title 6, Chapter 3, Section 4, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

**6-3-4: CERTIFICATION OF INDIVIDUAL CHILD CARE WORKERS OR ON-SITE NON-PROVIDERS:**

...

(A) No owner or operator of a Child Care Facility shall permit or allow any Child Care Worker or On-Site Non-Provider to provide Child Care or to be in contact with a child at a Child Care Facility unless such Child Care Worker or On-Site Non-Provider possesses a certification issued under the provisions of this Chapter.

(B) Child Care Worker Certification (CCWC). No Child Care Worker or Operator shall provide child care or supervise the rendering of child care at any Child Care Facility unless he or she is at least eighteen (18) years of age and possesses a Child Care Worker's certificate issued under the provisions of this Chapter. Anyone sixteen (16) years or seventeen (17) years old may obtain a CCWC. However, these sixteen and seventeen year old workers must always be supervised by another CCWC who is over eighteen (18) years old. In order to obtain such certification, and for each renewal, applicants shall submit a completed application form to the Clerk, accompanied by the following certificates and information:

- (1) A current certificate issued by the Red Cross, the Fire Marshal or any certified CPR and First Aid trainer, certifying that the applicant has completed an instructional class for child CPR and First Aid.
- (2) Verification from the Chief of Police or his designee certifying that a criminal background investigation has been completed for the applicant within two (2) years previous.
- (3) A birth certificate and picture identification evidencing the applicant's age.

- (4) For renewal certification only, a certificate issued by an educational/technical facility, certifying that the applicant has completed at least eight (8) hours of child care training which addresses the following areas: child development, health and safety, and child guidance.
- (5) The Clerk shall issue a Provisional CCWC, valid for forty-five (45) days, once the applicant's background check has been completed and cleared. A Child Care Worker may work under a Provisional CCWC.
- (6) The Clerk shall issue a CCWC when the applicant delivers to the Clerk a copy of his or her Child Abuse Registry records, provided that the Child Abuse Registry does not contain any records regarding the applicant. The term of a CCWC is five (5) years.
  - a. In the event that the Child Abuse Registry indicates that the applicant is a child abuser, the applicant's Provisional CCWC shall be immediately revoked.

(C) On-Site Non-Provider Documentation. No On-Site Non-Provider shall be in unsupervised contact with any child at a Child Care Facility. The following documentation and information for each On-Site Non-provider must be in the facility file:

- (1) Verification issued by the Chief of Police or his designee certifying that a criminal background investigation has been completed for the On-Site Non-Provider within two (2) years previous. If the On-Site Non-Provider is a minor, then the parents of the minor must sign a release so that the juvenile justice review may be completed.
- (2) The name and address of the Child Care Facility where the On-Site Non-Provider is employed or will be present at the Facility.
- (3) The Clerk shall issue On-Site Non-Provider Documentation when the applicant delivers to the Clerk a copy of his or her Child Abuse Registry records, provided that the Child Abuse Registry does not contain any records regarding the applicant. The term of On-Site Non-Provider Documentation is five (5) years.
  - a. In the event that the Child Abuse Registry indicates that the applicant is a child abuser, the applicant's Provisional On-Site Non-Provider Documentation shall be immediately revoked.

(D) Location of Certification and Documentation. The certification and documentation shall be kept upon the premises of any Child Care Facility where Child Care Worker or an On-Site Non-Provider works, resides, or regularly visits. The certificate or documentation shall

be promptly made available upon request by any member of the public or by the Fire Marshal, Building Official or law enforcement officer.

**SECTION 3.** Title 6, Chapter 3, Section 6, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

**6-3-6 : DENIAL OR REVOCATION OF CHILD CARE FACILITY LICENSE, CHILD CARE WORKER CERTIFICATION OR NON-SITE NON-PROVIDERS CERTIFICATION:**

(A) The following shall constitute grounds for denial or revocation of a Child Care Facility license, Child Care Worker certification or On-Site Non-Providers documentation, or shall constitute grounds for a misdemeanor citation:

...

(B) In the event there is good cause to believe that a Child Care Facility, Child Care Worker or On-Site Non-Provider has knowingly violated the provisions of subsection (A) hereof of this Subsection, the City Clerk shall notify the licensee or certificate holder of the nature of the alleged violation and shall notify the licensee of the time and place of a hearing before the City Council to consider whether or not the licensee's license or certification should be revoked. At such hearing, the licensee shall be afforded an opportunity to produce witnesses, submit documentary evidence and to otherwise submit testimony and evidence in opposition to the proposed revocation or suspension. At the conclusion of the hearing, the City Council may suspend or revoke the license or certification for such period of time as it deems appropriate. In the event any license or certification is revoked, the licensee or certificate holder shall not apply for or receive a new license or certification within one (1) year after the date of such revocation.

...

**SECTION 4.** Title 6, Chapter 3, Section 8, of the City Code of the City of Idaho Falls, Idaho, is hereby repealed in full and replaced with the following language:

**6-3-8: LICENSES/CERTIFICATION, DENIAL, SUSPENSION OR REVOCATION:** A license or certification applied for or issued under this Chapter shall be denied, suspended, or revoked:

A. Where Applicant; Licensee; Owner; Operator; Child Care Worker; Resident; Volunteer, On-Site Non-Provider; spouse or significant other of an Owner:

1. Has been found guilty of, plead guilty to, received a withheld judgment, or admitted to the elements of any offense involving neglect, any physical injury, or other abuse of a child, including the following enumerated crimes, or any substantially similar provision of a foreign criminal violation, notwithstanding the form of judgment(s):

- a. Felony injury of a child, section 18-1501, Idaho Code.
- b. The sexual abuse of a child under sixteen (16) years of age, Section 18- 1506, Idaho Code.

- c. The ritualized abuse of a child under eighteen (18) years of age, Section 18-1506A, Idaho Code.
- d. The sexual exploitation of a child, section 18-1507 or 18-1507A, Idaho Code.
- e. Sexual abuse of a child under the age of sixteen (16) years, Section 18- 1506, Idaho Code.
- f. Lewd conduct with a child under the age of sixteen (16) years, Section 18-1508, Idaho Code.
- g. The sale or barter of a child for adoption or other purposes, Section 18- 1511, Idaho Code.
- h. Murder in any degree, Section 18-4001 or 18-4003, Idaho Code.
- i. Assault with intent to murder, Section 18-4015, Idaho Code.
- j. Voluntary manslaughter, Section 18-4006, Idaho Code.
- k. Rape, Section 18-6101, Idaho Code.
- l. Incest, Section 18-6602, Idaho Code.
- m. Forcible sexual penetration by use of foreign object, Section 18-6608, Idaho Code.
- n. Abuse, neglect, or exploitation of a vulnerable adult, Section 18-1505, Idaho Code.
- o. Aggravated, first degree, second degree, and third-degree arson, Sections 18-801 through 18-805, Idaho Code.
- p. Nonconsensual sexual contact that is prohibited by Section 18-6605, Idaho Code.
- q. Kidnapping, Sections 18-4501 through 18-4503, Idaho Code.
- r. Mayhem, Section 18-5001, Idaho Code.
- s. Poisoning, Section 18-4014 or 18-5501, Idaho Code.
- t. Robbery, Section 18-6501, Idaho Code.
- u. Stalking in the first degree, Section 18-7905, Idaho Code.
- v. Video voyeurism, Section 18- 6609, Idaho Code.
- w. Enticing of children, Section 18-1509 or 18-1509A, Idaho Code.
- x. Inducing individuals under eighteen (18) years of age into prostitution, Section 18-5609, Idaho Code.
- y. Inducing person under eighteen (18) years of age to patronize a prostitute, Section

18-5611, Idaho Code.

- z. Any felony punishable by death or life imprisonment.
  - aa. Attempt, Section 18-306, Idaho Code, conspiracy, Section 18-1701, Idaho Code, or accessory after the fact, Section 18-205, Idaho Code, to commit any of the crimes designated in this subsection.
  - bb. Felony domestic violence, Section 18-918(2), Idaho Code.
  - cc. Any offense requiring registration on a state sex offender registry or the national sex offender registry.
  - dd. A felony drug-related offense.
  - ee. Attempt, Section 18-306, Idaho Code, conspiracy, Section 18-1701, Idaho Code, or accessory after the fact, Section 18-205, Idaho Code, to commit any of the crimes designated in this Subsection.
- 2 Had his or her parental rights restricted or terminated by a Child protection action under Idaho Code, Section 16-1601 et seq., or Child custody termination action under Idaho Code, Section 16-2001 et seq.
- 3 Where a registered sex offender resides on the Premises where Day Care services are provided.

B. Where Applicant; Licensee; Owner; Operator; Child Care Worker; Resident; Volunteer, On-Site Non-Provider; spouse or significant other of an Owner has been found guilty of, plead guilty to, or received a withheld judgment, or admitted to the elements of any of the following enumerated crimes, or any substantially similar provision of foreign criminal violation, notwithstanding the form of judgment(s) for any offense involving neglect, any physical injury to, or other abuse of a child, or any of the following offenses or a similar provision in another jurisdiction, for a period of ten (10) years immediately preceding the date of application for license or renewal:

- 1. Aggravated assault, Section 18-905, Idaho Code.
- 2. Aggravated battery, Section 18- 907(1), Idaho Code.
- 3. Burglary, Section 18-1401, Idaho Code.
- 4. Felony theft, Sections 18-2403 and 18-2407(1), Idaho Code.
- 5. Forgery of a financial transaction card, Section 18-3123, Idaho Code.
- 6. Fraudulent use of a financial transaction card or number, Section 18-3124, Idaho Code.
- 7. Forgery or counterfeiting, Chapter 36, Title 18, Idaho Code.

8. Misappropriation of personal identifying information, Section 18-3126, Idaho Code.
9. Insurance fraud, Section 41-293, Idaho Code.
10. Damage to or destruction of insured property, Section 41-294, Idaho Code.
11. Public assistance fraud, Section 56-227, Idaho Code.
12. Provider fraud, Section 56-227A, Idaho Code.
13. Attempted strangulation, Section 18-923, Idaho Code.
14. Misdemeanor injury to a child, Section 18-1501(2), Idaho Code.
15. Disseminating obscene material to minors, as defined in Sections 18-1513 through 18-1515, Idaho Code.
16. Transporting a minor in a motor vehicle while under the influence, Section 18-1501(3), Idaho Code. (5 yr)
17. Violation of a Civil Protection Order or No Contact Order, Section 18-920, Idaho Code (5 yr)
18. Crimes involving the sale, distribution, or trafficking of controlled substances.
19. Attempt, Section 18-306, Idaho Code, conspiracy, Section 18-1701, Idaho Code, or accessory after the fact, Section 18-205, Idaho Code, to commit any of the crimes designated in this Subsection.

C. Where Applicant; Licensee; Owner; Operator; Child Care Worker; Resident; Volunteer, On-Site Non-Provider; spouse or significant other of an Owner has been found guilty of, plead guilty to, or received a withheld judgment, or admitted to the elements of any of the following enumerated crimes, or any substantially similar provision of foreign criminal violation, notwithstanding the form of judgment(s) for any offense involving neglect, any physical injury to, or other abuse of a child, or any of the following offenses or a similar provision in another jurisdiction, for a period of five (5) years immediately preceding the date of application for license or renewal:

1. A misdemeanor drug-related offense.
2. Misdemeanor domestic violence, Section 18-918(3), Idaho Code.
3. Misdemeanor Assault or Battery, Sections 18-902 and 18-903, Idaho Code
4. Stalking in the second degree, Section 18-7906, Idaho Code.
5. Disturbing the Peace, Section 18-6409, Idaho Code

6. Petit Theft, Section 18-6409

D. For any Applicant; Licensee; Owner; Operator; Child Care Worker; Resident; Volunteer, On- Site Non-Provider; spouse or significant other of an Owner, where there is evidence demonstrating that they have been committed pursuant to Title 66, Chapter 3, Idaho Code, or similar provision in another jurisdiction, as a voluntary or involuntary patient for mental health, drug, or alcohol treatment, within the past year from the date of application.

E. For any Child Care Facility, unless all applicable codes, and other pertinent provisions of all City ordinances, including health requirements herein, as far as can be determined, are being complied with.

F. For any Applicant; Licensee; Owner; Operator; Child Care Worker; Resident; Volunteer, On- Site Non-Provider; spouse or significant other of an Owner, where there is evidence demonstrating to the City that health or safety problems exist or are probable. No Applicant; Licensee; Owner; Operator; Child Care Worker; Resident; Volunteer, On-Site Non-Provider; spouse or significant other of an Owner shall be qualified to receive a license under this Chapter for a period of no less than one (1) year from the date of the health and/or safety problems which resulted in denial or revocation of a license under this Chapter.

G. For any Applicant; Licensee; Owner; Operator; Child Care Worker; Resident; Volunteer, On- Site Non-Provider; Spouse or significant other of an Owner presiding at the Premises, who has supplied false or misleading information, failed or refused to disclose any information required on the application form, or refused to authorize the police investigation required herein. Applicant; Licensee; Owner; Operator; Child Care Worker; Resident; Volunteer, On- Site Non-Provider; spouse or significant other of an Owner presiding at the Premises shall be able to apply to receive a license under this Chapter for a period of less than six (6) months from the date of the denial, suspension, or revocation of the license under this Subsection.

H. For any Applicant; Licensee; Owner; Operator; Child Care Worker; Resident; Volunteer, On- Site Non-Provider; spouse or significant other of an Owner presiding at the Premises, who has violated any of the provisions of this Chapter during licensure other than of 6-3-8(A) of this Chapter. No Applicant; Licensee; Owner; Operator; Child Care Worker; Resident; Volunteer, On-Site Non-Provider; spouse or significant other of an Owner presiding at the Child Care Facility shall be qualified to receive a license under this Chapter for a period of less than six (6) months from the date of the denial or revocation of the license under this Subsection.

I. For any applicant who has a current active arrest warrant for a crime which, if convicted, would subject them to the limitations in this section. Nothing in this section shall be interpreted to disqualify any applicant who

1. Is or has been merely charged with a disqualifying crime; or
2. Has had a disqualifying criminal charge dismissed; or
3. Has been found not guilty of a disqualifying crime.

J. The applicant has falsified, omitted, or otherwise intentionally misrepresented any information on the application. An applicant who has falsified, omitted, or otherwise intentionally

misrepresented any information on the application shall be ineligible to reapply for licensing for a period of forty-two (42) days.

**SECTION 4.** Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

**SECTION 5.** Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

**SECTION 6.** Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

**SECTION 7.** Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF IDAHO FALLS, IDAHO

REBECCA L. NOAH CASPER, MAYOR

ATTEST:

KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO )  
 ) ss:  
County of Bonneville )

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO,  
DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 6, CHAPTER 3 TO CLARIFY THE VIOLATIONS OF LAW AND REGULATION THAT PROHIBIT OR REVOKE A CITY CHILD CARE LICENSE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

(SEAL)

## KATHY HAMPTON, CITY CLERK

# Daycare comparison

## Similarities

1. Requirement for owners to be licensed and complete background check prior to licensing.
2. Groups facilities into three categories: Large ( $\geq 13$  children), Medium (between 6-12 children), small ( $\leq 5$  children).
3. Requires background checks on non-providers and residents who have regular contact with children.
4. Requires fire and safety inspections that site had fire alarms, telephones, fire extinguishers, exits, locked firearms, and drowning safeguards.
5. Requires ratios for workers to children
  - a. Both City and State require more workers for infants and toddlers than are required for older children

## Differences

State	City	Proposed Amendment
General safety standards 1. fire alarms 2. telephones 3. adequate fire extinguishers 4. adequate exits 5. locked firearms 6. drowning safeguards.	Specific safety standards in addition to the general standards: 1. Fire extinguishers (75' foot access) 2. Outdoor exits (75' foot access, 32 inch width, two exits for basements) 3. Prohibition on second floor day care facilities w/ more than 5 children	No changes
Only regulates medium and large day cares. Medium and large are regulated the same, simply charged a different fee.	Regulates <u>all day cares</u> , including small day cares (1 to 5 children). Medium and large regulated the same. Small day cares required only to meet general safety standards.	No changes

No outdoor areas required	Required outdoor areas for medium and large centers	No changes
No insurance requirement	Liability insurance requirement	No changes
No zoning check required	Zoning check required	No Changes

## Worker Requirements

State	City	Proposed Amendment
Requirement for a background check prior to working – honor system <ul style="list-style-type: none"> <li>• New background check required every five years</li> </ul>	Requirement for workers to receive a license prior to working <ul style="list-style-type: none"> <li>• New background check required every two (2) years</li> </ul>	Requirement for workers to receive a license prior to working <ul style="list-style-type: none"> <li>• New background check required every five (5) years</li> </ul>
One (1) adult required to have first aid training	Requirement that all workers have first aid training	No change
4 hours of child care training – may be conducted through correspondence or “in-house.”	8 hours of child care training – provided by an educational/technical facility	No change
No age limit on workers	18 years old to work <ul style="list-style-type: none"> <li>• Supervision for 16-17</li> <li>• No workers younger than 16</li> </ul>	No change
Background check (may include): <ol style="list-style-type: none"> <li>1. Statewide criminal identification</li> <li>2. FBI check</li> <li>3. Sex offender registry</li> <li>4. Transportation department records</li> <li>5. Adult and child protection registry</li> <li>6. Nurse aid registry</li> <li>7. Department of health and human services office of the inspector general list of excluded individuals and entities.</li> </ol>	City's background check expanded (shall include): <ol style="list-style-type: none"> <li>1. Statewide criminal identification</li> <li>2. FBI check</li> <li>3. Requires Child Abuse Registry Letter prior to licensing</li> </ol>	City's background check shall include: <ol style="list-style-type: none"> <li>1. Statewide criminal identification</li> <li>2. FBI check</li> </ol> <p>Revocable license if Child Abuse Registry Letter is not delivered to City with 45 days.</p>

# Background Checks

**State and City's background checks are essentially similar. Both broadly prohibit for life those with serious sexual and violent crimes.**

**The following differences between City and State are noted.**

State	City	Proposed Amendment
5 year prohibition on those with “felony controlled substance conviction”	Life prohibition for anyone with a controlled substance conviction.	Life prohibition for “felony-controlled substance conviction”  5-year prohibition for “misdemeanor controlled substance conviction”
Life prohibition on <u>felony</u> neglect or injury only • 5 year prohibition on Misdemeanor neglect or injury	Life prohibition for <u>misdemeanor</u> and felony neglect or injury to child	No change
	Life prohibition on disseminating obscene materials to minors	No change
	Life prohibition on those who are taken into alcohol, drug, or mental health protective custody • Removed if applicant can show no threat to others	One (1) year prohibition on prohibition on those who are taken into alcohol or mental health protective custody
	Life prohibition on those who supply false information on application	90 day “time out” period
	Life prohibition on those who have had their parental rights affected or terminated by a child protect order.	No change

	<p>10 year prohibition on those with</p> <ol style="list-style-type: none"><li>1. Any felony</li><li>2. Misdemeanor of violence or moral turpitude</li><li>3. Stalking or harassment</li></ol>	<p>Removes general felony conviction prohibition in favor of specific felonies</p> <p>Removes moral turpitude in favor for specific crimes</p> <p>No changes to crimes of violence, stalking, or harassment.</p>
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# MEMORANDUM

**FROM:** Randall Fife  
**DATE:** Tuesday, June 9, 2020  
**RE:** Door to Door Licensing

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## Council Action Desired

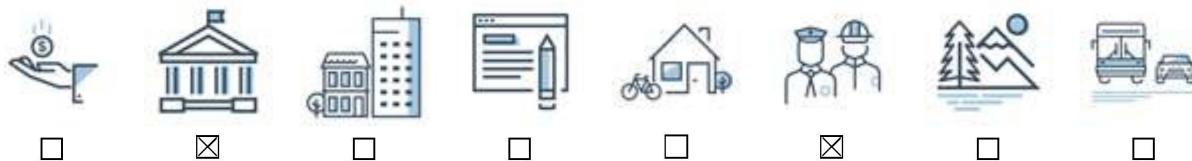
Ordinance       Resolution       Public Hearing  
 Other Action (Approval, Authorization, Ratification, etc)

Approve the Ordinance amending the door-to-door licensing regulations to the City Code under a suspension of the rules requiring three complete and separate readings and direct that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

## Description, Background Information & Purpose

The First Amendment of the United States Constitution and Article I, Section 9 of the Idaho Constitution guarantee the public's right to free speech. The amendment proposed to the City's door-to-door licensing regulations are designed to balance an individual's right to engage in free speech and to pursue an honest living with protecting the safety and privacy of the City's residents in their homes. The amendments would prohibit those individuals convicted of the most heinous felonies from obtaining a door to door license. Serious felonies involving dishonesty or moral turpitude would prohibit an individual from obtaining a license for ten (10) years. Other serious and violent crimes would prohibit an individual from obtaining a license for five (5) years. It would permit some individuals who have been convicted of crimes that did not involve violence or dishonesty to obtain door-to-door licenses, as required by the United States and Idaho constitutions.

## Relevant PBB Results & Department Strategic Plan



The amendment of the door-to-door licensing regulations supports good governance community oriented results by supporting City's compliance with the law while balancing the health, safety, and general welfare of the community. Supports the safe, secure and good governance community-oriented results by adopting regulations and practices that provide the regulatory framework for supporting a high quality community and providing responsive and accessible leadership, focused on community priorities.

### **Interdepartmental Coordination**

Interdepartmental coordination will be Police and Legal Departments.

### **Fiscal Impact**

The action will have no known fiscal impact to City finance.

### **Legal Review**

The Legal Department drafted this Ordinance.

## **ORDINANCE NO.**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING CITY CODE SECTIONS 4-8-4 AND 4-8-6 TO PROHIBIT THOSE CONVICTED OF HEINOUS FELONIES FROM OBTAINING DOOR-TO-DOOR SOLICITATION PERMITS AND SETTING NARROWLY TAILORED LIMITS ON THOSE CONVICTED OF CRIMES INVOLVING AN ELEMENT OF VIOLENCE, DISHONESTY, OR MORAL TURPITUDE FROM OBTAINING DOOR-TO-DOOR SOLICITATION PERMITS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City of Idaho Falls City Council desires to protect the health, safety, and welfare of the public from negative impacts associated with soliciting and door-to-door solicitation; and

WHEREAS, the regulation of door-to-door solicitation prevents crime and protects the privacy of the City's residents; and

WHEREAS, the Council desires to balance the protection of its residents with individual's First Amendment rights to engage in free speech and individual's right to pursue an honest living; and

WHEREAS, the Council finds that the City has a legitimate and compelling interest in protecting the safety of its residents in the most important place, the resident's home; and

WHEREAS, the Council finds that prohibiting those who have been convicted of the most heinous felonies from obtaining a door-to-door solicitation permit is narrowly tailored to promote the safety of the City's residents; and

WHEREAS, the Council finds that prohibiting those who have been convicted of serious felonies that involved an element of dishonesty or moral turpitude from obtaining a door-to-door solicitation permit for ten (10) years from their conviction is narrowly tailored to promote the safety of the City's residents; and

WHEREAS, the Council finds that prohibiting those who have been convicted of certain misdemeanors that involve an element of violence, dishonesty, or moral turpitude from obtaining a door-to-door solicitation permit for five (5) years from their conviction is narrowly tailored to promote the safety of the City's residents, and

WHEREAS, the Council finds that the regulations provided by this ordinance are necessary to promote the City's legitimate and compelling interests.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, THAT:**

**SECTION 1.** Title 4, Chapter 8, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

**4-8-4: APPLICATION FOR DOOR-TO-DOOR SOLICITATION PERMIT:** Each individual desiring a permit to engage in door-to-door solicitations shall file his or her application with the City Clerk. The application shall be in such form as may be determined by the City Clerk and shall be accompanied by a copy of the applicant's current driver's license, military identification card or other reliable form of photo identification. Upon completion of such application, delivery of the applicant's fingerprints in accordance with Section 4-8-5 hereof and payment of a permit fee in an amount set from time to time by Resolution of the Council, each eligible applicant shall be issued a permit and an identification badge containing a photograph of the applicant. Such permit shall be issued or denied within five-fifteen (15) business days after the date the fully completed application form and permit fee are submitted to the City Clerk

...

**4-8-6: ELIGIBILITY FOR PERMIT:** No applicant shall be issued a permit if:

- (A) The applicant has been convicted or granted a withheld judgment for any felony of the following felonies: criminal homicide, kidnapping, rape, or sexual assault.
- (B) ~~The applicant has been convicted or granted a withheld judgment for any misdemeanor or burglary within ten years prior to the date of the application.~~
- (B) ~~The applicant is subject to registration as a sex offender under the provisions of Title 18, Chapter 83, Idaho Code.~~
- (C) ~~The applicant has been convicted or granted a withheld judgment for any of the following felonies within the past ten (10) years: robbery, theft, burglary, fraud, breaking and entering, conspiracy to defraud, or obtaining money or property under false pretenses; or~~
- (D) ~~The applicant has been convicted or granted a withheld judgment for any misdemeanor crime involving possession of burglarious instruments, trespass by car, assault, battery, or domestic violence, stalking, telephone harassment, or any other crime involving an element of violence within ten-five (5) years prior to the date of the application.~~
- (E) ~~The applicant has been convicted or granted a withheld judgment for any crime involving the sale, possession, or use of a controlled substance or the unlawful use or possession of drug paraphernalia, within five years prior to the date of the application.~~

...

**SECTION 2.** Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

**SECTION 3.** Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

**SECTION 4.** Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

**SECTION 5.** Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF IDAHO FALLS, IDAHO

REBECCA L. NOAH CASPER, MAYOR

ATTEST:

KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO )  
 ) ss:  
County of Bonneville )

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO,  
DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING CITY CODE SECTIONS 4-8-4 AND 4-8-6 TO PROHIBIT THOSE CONVICTED OF HEINOUS FELONIES FROM OBTAINING DOOR-TO-DOOR SOLICITATION PERMITS AND SETTING NARROWLY TAILORED LIMITS ON THOSE CONVICTED OF CRIMES INVOLVING AN ELEMENT OF VIOLENCE, DISHONESTY, OR MORAL TURPITUDE FROM OBTAINING DOOR-TO-DOOR SOLICITATION PERMITS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

22

(SEAL)

## KATHY HAMPTON, CITY CLERK



# MEMORANDUM

**FROM:** Pam Alexander, Municipal Services Director

**DATE:** Thursday, June 4, 2020

**RE:** Moss Adams, LLC Financial Audit Services for Fiscal Year Ending September 30, 2020

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## Council Action Desired

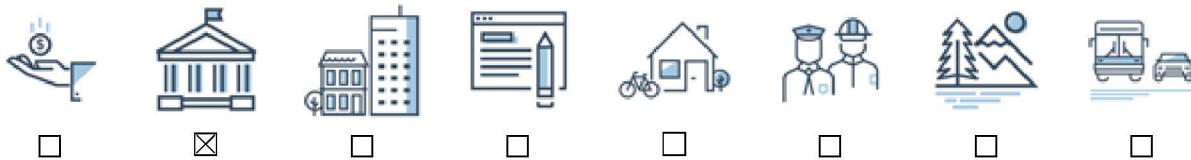
Ordinance       Resolution       Public Hearing  
 Other Action (Approval, Authorization, Ratification, etc)

The purpose of this memorandum is to provide background information in advance of the June 18, 2020 City Council meeting. The Municipal Services department will be recommending approval of the Moss Adams professional services contract for the fiscal year ending September 30, 2020 during the Thursday, June 18, 2020 City Council meeting.

## Description, Background Information & Purpose

The original professional services agreement to provide comprehensive annual financial audit services was approved by City Council in September 2016 awarded through request for proposal (RFP#16-026). Prior to fiscal year ending 2016, the City had two independent auditors with Moss Adams, LLC conducting the Idaho Falls Power audit and Rudd and Company conducting the remaining city departments. RFP 16-026 consolidated both audits to one professional services contract. Moss Adams has conducted the City's comprehensive financial audit services for fiscal years 2016/17, 2017/18 and 2018/19.

## Relevant PBB Results & Department Strategic Plan



The engagement letter and professional services agreement supports the good governance result by fostering innovative and sound fiscal management and enables trust and transparency with City finances.

### **Interdepartmental Coordination**

Reviews have been conducted with all necessary city departments to ensure coordination of project activities. Questions regarding the Moss Adams audit services can be directed to me or Mark, City Controller.

### **Fiscal Impact**

The proposed fee for the completion of the annual financial audit is \$118,000, not including travel and other incidental expenses estimated at \$17,000, for a total contract amount of \$135,000. Funds for comprehensive financial audit services are budgeted annually within the annual Municipal Services Department budget.

### **Legal Review**

Legal has reviewed the engagement letter and agreement and has confirmed there are no significant or material changes in the terms of the agreement from last year.



MOSSADAMS

T (503) 242-1447  
F (503) 274-2789

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805 SW Broadway  
Suite 1200  
Portland, OR 97205

May 19, 2020

Mayor Rebecca Casper  
City of Idaho Falls  
PO Box 50220  
Idaho Falls, ID 83405-0220

Re: Audit and Non-Attest Services

Dear Mayor Casper:

Thank you for the opportunity to provide services to City of Idaho Falls, Idaho. This engagement letter (“Engagement Letter”) and the attached Professional Services Agreement, which is incorporated by this reference, confirm our acceptance and understanding of the terms and objectives of our engagement, and limitations of the services that Moss Adams LLP (“Moss Adams,” “we,” “us,” and “our”) will provide to City of Idaho Falls, Idaho (“you,” “your,” and “City”).

### **Scope of Services – Audit**

You have requested that we audit the City’s financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the basic financial statements of the City. We will also report on whether the schedule of expenditures of federal awards, the combining and individual nonmajor fund financial statements, the budgetary comparison schedules, and the schedule of passenger facility charges collected and expended, presented as supplementary information, is fairly stated, in all material respects, in relation to the financial statements as a whole. We have not been engaged to report on whether the introductory and statistical sections, presented as supplementary information, is fairly stated, in all material respects, in relation to the financial statements as a whole.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (“RSI”), such as management’s discussion and analysis, to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City’s RSI in accordance with auditing standards generally accepted in the United States of America. We will not express an opinion or provide assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide assurance. The following RSI will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s discussion and analysis
- 2) Schedule of employer’s share of the net pension liability



3) Schedule of employer contributions

**Scope of Services and Limitations – Nonattest**

We will provide the City with the following nonattest services:

- 1) Assist you in drafting the City of Idaho Falls Electric Light Fund standalone financial statements and related footnotes as of and for the year ended September 30, 2020.

Our professional standards require that we remain independent with respect to our attest clients, including those situations where we also provide nonattest services such as those identified in the preceding paragraphs. As a result, City management must accept the responsibilities set forth below related to this engagement:

- Assume all management responsibilities.
- Oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to oversee our nonattest services. The individual is not required to possess the expertise to perform or reperform the services.
- Evaluate the adequacy and results of the nonattest services performed.
- Accept responsibility for the results of the nonattest services performed.

It is our understanding that Mark Hagedorn, Controller, has been designated by the City to oversee the nonattest services and that in the opinion of the City is qualified to oversee our nonattest services as outlined above. If any issues or concerns in this area arise during the course of our engagement, we will discuss them with you prior to continuing with the engagement.

**Timing**

Keith Simovic is responsible for supervising the engagement and authorizing the signing of the report. We expect to begin our audit on approximately December 2020, complete fieldwork on approximately January 2021, and issue our report no later than March 31, 2021.

Our scheduling depends on your completion of the year-end closing and adjusting process prior to our arrival to begin the fieldwork. We may experience delays in completing our services due to your staff's unavailability or delays in your closing and adjusting process. You understand our fees are subject to adjustment if we experience these delays in completing our services.

**Fees**

We estimate that our fees for the services will be \$118,000. You will also be billed for expenses.

In addition to fees, we will charge you for expenses. Our invoices include a flat expense charge, calculated as five percent (5%) of fees, to cover expenses such as copying costs, postage, administrative billable time, report processing fees, filing fees, and technology expenses.



Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness, and accuracy of the City's records, and, for example, the number of general ledger adjustments required as a result of our work. To assist you in this process, we will provide you with a Client Audit Preparation Schedule that identifies the key work you will need to perform in preparation for the audit. We will also need your accounting staff to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments, and/or untimely assistance will result in an increase of our fees.

### **Reporting**

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council of the City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. Our services will be concluded upon delivery to you of our report on your financial statements for the year ended September 30, 2020.

We will make reference to Rudd & Company's audit of Idaho Falls Redevelopment Agency (a component unit of the City) in our report on the City's financial statements

We also will issue a written report on the following upon completion of our audit.

- 1) Report of independent auditors on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
- 2) Report on independent auditors on compliance for the major federal program; report on internal control over compliance, and report on the schedule of expenditures of federal awards required by the Uniform Guidance.
- 3) Report of independent auditors on the schedule of passenger facility charges collected and expended.
- 4) Report of independent auditors for the City of Idaho Falls Electric Light Fund financial statements.

At the conclusion of the engagement, we will complete the auditor section of the Data Collection Form and electronically sign the Data Collection Form that summarizes our findings. We will provide electronic copies of our reports to you; however, it is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan, as applicable) along with the Data Collection Form to the Federal Audit Clearinghouse. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after



MOSSADAMS

Mayor Rebecca Casper  
City of Idaho Falls, Idaho  
May 19, 2020  
Page 4 of 4

receipt of the auditors' reports or nine months after the end of the audit period. At the conclusion of the engagement, we will make arrangements with management regarding Data Collection Form submission procedures.

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We appreciate the opportunity to be of service to you. If you agree with the terms of our engagement as set forth in this Agreement, please sign the enclosed copy of this letter and return it to us with the Professional Services Agreement.

Very truly yours,

Keith Simovic, Senior Manager, for  
Moss Adams LLP

Enclosures

**Accepted and Agreed:**

This Engagement Letter and the attached Professional Services Agreement set forth the entire understanding of City of Idaho Falls, Idaho with respect to this engagement and the services to be provided by Moss Adams LLP:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Client: #603351  
v. 04/13/2020

## **PROFESSIONAL SERVICES AGREEMENT**

### **Single Audit Version (Uniform Guidance)**

This Professional Services Agreement (the "PSA") together with the Engagement Letter, which is hereby incorporated by reference, represent the entire agreement (the "Agreement") relating to services that Moss Adams will provide to the City. Any undefined terms in this PSA shall have the same meaning as set forth in the Engagement Letter.

#### **Objectives of the Audit**

The objective of our audit is the expression of an opinion on the financial statements and supplementary information. The objective also includes reporting on the following:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*.
- Internal control related to major federal programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and the audit requirements contained in OMB Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The reports on internal control and compliance will each include a statement that the purpose of the report is solely to: describe the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of the entity's internal control over financial reporting or on compliance; describe the scope of testing internal control over compliance for major federal programs and major federal program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance; that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control over financial reporting and compliance and the OMB Uniform Guidance in considering internal control over compliance and major federal program compliance; and, accordingly, it is not suitable for any other purpose.

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the audit provisions of the OMB Uniform Guidance. It will include tests of your accounting records, a determination of major program(s) in accordance with the OMB Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and to render the required reports. If our opinion on the financial statements or the Single Audit compliance opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion we may decline to express an opinion or to issue a report as a result of this engagement.

#### **Procedures and Limitations**

Our procedures may include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of certain receivables and certain other assets, liabilities and transaction details by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. The supplementary information will be subject to certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves. At the conclusion of our audit, we will require certain written representations from management about the financial statements and supplementary information and related matters. Management's failure to provide representations to our satisfaction will preclude us from issuing our report.

An audit includes examining evidence, on a test basis, supporting the amounts and disclosures in the financial statements. Therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free from material misstatement. Such material misstatements may include errors, fraudulent financial reporting, misappropriation of assets, or noncompliance with the provisions of laws, regulations, contracts, and grant agreements that are attributable to the entity or to acts by management or employees acting on behalf of the entity that may have a direct financial statement impact. Pursuant to *Government Auditing Standards*, we will not provide reasonable assurance of detecting abuse. As required by the Single Audit Act Amendments of 1996 and the audit provisions of the OMB Uniform Guidance, our audit will include tests of transactions related to major federal award programs for compliance with applicable federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements and noncompliance may not be detected, even though the audit is properly planned

and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the OMB Uniform Guidance. An audit is not designed to detect immaterial misstatements or noncompliance with the provisions of laws, regulations, contracts, and grant agreements that do not have a direct and material effect on the financial statements or noncompliance with the provisions of federal statutes, regulations, and the terms and condition of federal awards that do not have a direct and material effect on major federal programs. However, we will inform you of any material errors, fraudulent financial reporting, misappropriation of assets, and noncompliance with the provisions of laws, federal statutes, regulations, contracts grant agreements and federal awards that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any time period for which we are not engaged as auditors.

We may assist management in the preparation of the City's financial statements and supplementary information. Regardless of any assistance we may render, all information included in the financial statements and supplementary information remains the representation of management. We may issue a preliminary draft of the financial statements and supplementary information to you for your review. Any preliminary draft financial statements and supplementary information should not be relied upon, reproduced or otherwise distributed without the written permission of Moss Adams.

### **Procedures and Limitations—Internal Control**

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinions on the City's financial statements and on its compliance with requirements applicable to major federal programs.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with the provisions of laws, regulations, contract and grant agreements and other noncompliance matters that have a direct and material effect on the financial statements.

An audit is not designed to provide assurance on internal control or to identify deficiencies in the design or operation of internal control and accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. However, if, during the audit, we become aware of any matters involving internal control or its operation that we consider to be significant deficiencies under standards established by the American Institute of Certified Public Accountants, we will communicate them in writing to management and those charged with governance. We will also identify if we consider any significant deficiency, or combination of significant deficiencies, to be a material weakness.

As required by the audit provisions of the OMB Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the OMB Uniform Guidance.

### **Procedures and Limitations—Compliance**

Our audit will be conducted in accordance with the standards referred to in the section titled "Objectives of the Audit." As part of obtaining reasonable assurance about whether the financial statements are free from material misstatement, we will perform tests of the City's compliance with the provisions of laws, regulations, contracts, and grant agreements that may have a direct and material effect on the financial statements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The audit provisions of the OMB Uniform Guidance require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major federal program. Our procedures will consist of the applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major federal programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major federal programs in our report on compliance issued pursuant to the OMB Uniform Guidance.

### **Management's Responsibility for Financial Statements, Internal Control, and Federal Award Compliance**

As a condition of our engagement, management acknowledges and understands that management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. We may advise management about appropriate accounting principles and their application

and may assist in the preparation of your financial statements, including the schedule of expenditures of federal awards, but management remains responsible for the financial statements and the schedule of expenditures of federal awards. Management also acknowledges and understands that management is responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud. This responsibility includes the maintenance of adequate records, the selection and application of accounting principles, and the safeguarding of assets.

You are responsible for informing us about all known or suspected fraud affecting the City involving: (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the City complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud or noncompliance with the provisions of laws, regulations, contract, and grant agreements, that we may report.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

Management is responsible for establishing and maintaining internal control and for compliance with federal statutes, regulations, and the terms and conditions of federal awards and for identifying and ensuring that the City complies with such provisions. Management is also responsible for informing us of any significant contractor relationships in which the contractor is responsible for program compliance. Management is also responsible for addressing the audit findings and recommendations, establishing and maintaining a process to track the status of such findings and recommendations, and taking timely and appropriate steps to remedy any fraud and noncompliance with federal statutes, regulations, and the terms and conditions of federal awards or abuse that we may report. Additionally, as required by the OMB Uniform Guidance, it is your responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Management agrees that as a condition of our engagement, management will provide us with:

- access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters;
- additional information that we may request from management for the purpose of the audit; and
- unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

### **Management's Responsibility for Supplementary Information**

Management is responsible for the preparation of the supplementary information in accordance with the applicable criteria. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. Management is responsible to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the entity of the supplementary information and the auditor's report thereon. For purposes of this Agreement, audited financial statements are deemed to be readily available if a third party user can obtain the audited financial statements without any further action by management. For example, financial statements on your Web site may be considered readily available, but being available upon request is not considered readily available.

### **Dissemination of Financial Statements and Reports**

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Our report on the financial statements must be associated only with the financial statements that were the subject of our engagement. You may make copies of our report, but only if the entire financial statements (including related footnotes and supplementary information, as appropriate) are reproduced and distributed with our report. You agree not to reproduce or associate our report with any other financial statements, or portions thereof, that are not the subject of this engagement.

## **Offering of Securities**

This Agreement does not contemplate Moss Adams providing any services in connection with the offering of securities, whether registered or exempt from registration, and Moss Adams will charge additional fees to provide any such services. You agree not to incorporate or reference our report in a private placement or other offering of your equity or debt securities without our express written permission. You further agree we are under no obligation to reissue our report or provide written permission for the use of our report at a later date in connection with an offering of securities, the issuance of debt instruments, or for any other circumstance. We will determine, at our sole discretion, whether we will reissue our report or provide written permission for the use of our report only after we have conducted any procedures we deem necessary in the circumstances. You agree to provide us with adequate time to review documents where (a) our report is requested to be reissued, (b) our report is included in the offering document or referred to therein, or (c) reference to our firm is expected to be made. If we decide to reissue our report or provide written permission to the use of our report, you agree that Moss Adams will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to reissue our report or withhold our written permission to use our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our engagement documentation for those periods, we are under no obligation to permit such access.

## **Changes in Professional or Accounting Standards**

To the extent that future federal, state, or professional rule-making activities require modification of our audit approach, procedures, scope of work, etc., we will advise you of such changes and the impact on our fee estimate. If we are unable to agree on the additional fees, if any, that may be required to implement any new accounting and auditing standards that are required to be adopted and applied as part of our engagement, we may terminate this Agreement as provided herein, regardless of the stage of completion.

## **Representations of Management**

During the course of our engagement, we may request information and explanations from management regarding, among other matters, the City's operations, internal control, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide us with a written representation letter confirming some or all of the representations made during the engagement. The procedures that we will perform in our engagement will be heavily influenced by the representations that we receive from management. Accordingly, false representations could cause us to expend unnecessary efforts or could cause a material error or fraud to go undetected by our procedures. In view of the foregoing, you agree that we will not be responsible for any misstatements in the City's financial statements and supplementary information that we fail to detect as a result of false or misleading representations, whether oral or written, that are made to us by the City's management. While we may assist management in the preparation of the representation letter, it is management's responsibility to carefully review and understand the representations made therein.

In addition, because our failure to detect material misstatements could cause others relying upon our audit report to incur damages, the City further agrees to indemnify and hold us harmless from any liability and all costs (including legal fees) that we may incur in connection with claims based upon our failure to detect material misstatements in the City's financial statements and supplementary information resulting in whole or in part from knowingly false or misleading representations made to us by any member of the City's management.

## **Fees and Expenses**

The City acknowledges that the following circumstances will result in an increase of our fees:

- Failure to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure to complete the audit preparation work by the applicable due dates;
- Significant unanticipated transactions, audit issues, or other such circumstances;
- Delays causing scheduling changes or disruption of fieldwork;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances or report disclosures that impact the current year engagement; and
- An excessive number of audit adjustments.

We will endeavor to advise you in the event these circumstances occur, however we may be unable to determine the impact on the estimated fee until the conclusion of the engagement. We will bill any additional amounts based on the experience of the individuals involved and the amount of work performed.

Billings are due upon presentation and become delinquent if not paid within 30 days of the invoice date. Any past due fee under this Agreement shall bear interest at the highest rate allowed by law on any unpaid balance. In addition to fees, you may be billed for expenses and any applicable sales and gross receipts tax. Direct expenses may be charged based on out-of-pocket expenditures, per diem allotments, and mileage reimbursements, depending on the nature of the expense. Indirect expenses, such as processing time and technology expenses, may be passed through at our estimated cost and may be billed as a flat charge or a percentage of fees. If we elect to suspend our engagement for nonpayment, we may not resume our work until the account is paid in full. If we elect to terminate our services for nonpayment, or as otherwise provided in this Agreement, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our work. You will be obligated to compensate us for fees earned for services rendered and to reimburse us for expenses. You acknowledge and agree that in the event we stop work or terminate this Agreement as a result of your failure to pay on a timely basis for services rendered by Moss Adams as provided in this Agreement, or if we terminate this Agreement for any other reason, we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

### **Limitation on Liability**

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

### **Subpoena or Other Release of Documents**

As a result of our services to you, we may be required or requested to provide information or documents to you or a third-party in connection with governmental regulations or activities, or a legal, arbitration or administrative proceeding (including a grand jury investigation), in which we are not a party. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate to protect information from discovery. If you take no action within the time permitted for us to respond or if your action does not result in a judicial order protecting us from supplying requested information, we will construe your inaction or failure as consent to comply with the request. Our efforts in complying with such requests or demands will be deemed a part of this engagement and we shall be entitled to additional compensation for our time and reimbursement for our out-of-pocket expenditures (including legal fees) in complying with such request or demand.

Pursuant to authority given by law or regulation, we may be requested to make certain engagement documentation available to an applicable entity with oversight responsibilities for the audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such engagement documentation will be provided under the supervision of Moss Adams personnel. Furthermore, upon request, we may provide photocopies of selected engagement documentation to the aforementioned parties. These parties may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

### **Document Retention Policy**

At the conclusion of this engagement, we will return to you all original records you supplied to us. Your City records are the primary records for your operations and comprise the backup and support for the results of this engagement. Our records and files, including our engagement documentation whether kept on paper or electronic media, are our property and are not a substitute for your own records. Our firm policy calls for us to destroy our engagement files and all pertinent engagement documentation after a retention period of seven years (or longer, if required by law or regulation), after which time these items will no longer be available. We are under no obligation to notify you regarding the destruction of our records. We reserve the right to modify the retention period without notifying you. Catastrophic events or physical deterioration may result in our firm's records being unavailable before the expiration of the above retention period.

Except as set forth above, you agree that Moss Adams may destroy paper originals and copies of any documents, including, without limitation, correspondence, agreements, and representation letters, and retain only digital images thereof.

### **Use of Electronic Communication**

In the interest of facilitating our services to you, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential. We employ measures in the use of electronic communications designed to provide reasonable assurance that data security is maintained. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and

professional standards, you recognize and accept we have no control over the unauthorized interception of these communications once they have been sent. Unless you issue specific instructions to do otherwise, we will assume you consent to our use of electronic communications to your representatives and other use of these electronic devices during the term of this Agreement as we deem appropriate.

### **Use of Third-Party Service Providers**

We may use third-party service providers in serving you. In such circumstances, if we need to share confidential information with these service providers, we will require that they maintain the confidentiality of your information.

### **Enforceability**

In the event that any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this Agreement.

### **Entire Agreement**

This Professional Services Agreement and Engagement Letter constitute the entire agreement and understanding between Moss Adams and the City. The City agrees that in entering into this Agreement it is not relying and has not relied upon any oral or other representations, promise or statement made by anyone which is not set forth herein.

In the event the parties fail to enter into a new Agreement for each subsequent calendar year in which Moss Adams provides services to the City, the terms and conditions of this PSA shall continue in force until such time as the parties execute a new written Agreement or terminate their relationship, whichever occurs first.

### **Use of Moss Adams' Name**

The City may not use any of Moss Adams' name, trademarks, service marks or logo in connection with the services contemplated by this Agreement or otherwise without the prior written permission of Moss Adams, which permission may be withheld for any or no reason and may be subject to certain conditions.

### **Use of Nonlicensed Personnel**

Certain engagement personnel who are not licensed as certified public accountants may provide services during this engagement.

### **Dispute Resolution Procedure, Venue and Limitation Period**

This Agreement shall be governed by the laws of the state of Washington, without giving effect to any conflicts of laws principles. If a dispute arises out of or relates to the engagement described herein, and if the dispute cannot be settled through negotiations, the parties agree first to try in good faith to settle the dispute by mediation using an agreed upon mediator. If the parties are unable to agree on a mediator, the parties shall petition the state court that would have jurisdiction over this matter if litigation were to ensue and request the appointment of a mediator, and such appointment shall be binding on the parties. Each party shall be responsible for its own mediation expenses, and shall share equally in the mediator's fees and expenses.

If the claim or dispute cannot be settled through mediation, each party hereby irrevocably (a) consents to the exclusive jurisdiction and venue of the appropriate state or federal court located in King County, state of Washington, in connection with any dispute hereunder or the enforcement of any right or obligation hereunder, and (b) WAIVES ITS RIGHT TO A JURY TRIAL. EACH PARTY FURTHER AGREES THAT ANY SUIT ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES.

### **Termination**

This Agreement may be terminated by either party, with or without cause, upon ten (10) days' written notice. In such event, we will stop providing services hereunder except on work, mutually agreed upon in writing, necessary to carry out such termination. In the event of termination, (a) you shall pay us for services provided and expenses incurred through the effective date of termination, (b) we will provide you with all finished reports that we have prepared pursuant to this Agreement, (c) neither party shall be liable to the other for any damages that occur as a result of our ceasing to render services, and (d) we will require any new accounting firm that you may retain to execute access letters satisfactory to Moss Adams prior to reviewing our files.

### **Hiring of Employees**

Any offer of employment to members of the audit team prior to issuance of our report may impair our independence, and as a result, may result in our inability to complete the engagement and issue a report.