IDAHO FALLS

CITY COUNCIL MEETING
Thursday, January 14, 2021
7:30 p.m.

CITY COUNCIL CHAMBERS
680 Park Avenue
Idaho Falls, ID 83402

Thank you for your interest in City Government. In response to the COVID-19 crisis, and in compliance with the Idaho Rebounds Stage 2 Order, the City of Idaho Falls hereby provides reasonable means for citizens to participate in the above-noticed meeting.

General Meeting Participation.

1. *Livestream on the Internet*. The public may view the meeting at www.idahofallsidaho.gov. City Council Meetings are also archived for later viewing on the City's website.
2. *Email.* Public comments may be shared with the Mayor and members of the City Council via email at any time. Electronic addresses for elected officials are located at https://www.idahofallsidaho.gov/398/City-Council.
3. *In-person attendance*. The public may view the meeting from the Council Chambers. To comply with the Centers for Disease Control and Prevention (CDC) social distancing guidelines, appropriate seating will be provided in the Council Chambers until the capacity limit has been reached. Such seating is available on a first-come, first-served basis. Given the Idaho Rebounds State 2 Order, we would likely only have 2-3 seats available. *Citizens are required to wear face masks for the protection of others.*

Please be aware that an amendment to this agenda may be made in the meeting upon passage of a motion that states the reason for the amendment and the good faith reason why the desired change was not included in the original agenda posting. All regularly scheduled City Council Meetings are live-streamed and then archived on the city website (barring electronic failure). If communication aids, services or other physical accommodations are needed to facilitate participation or access for this meeting, please contact City Clerk Kathy Hampton at 208-612-8414 or the ADA Coordinator Lisa Farris at 208-612-8323 as soon as possible so they can seek to accommodate your needs.

1. **Call to Order.**

2. **Pledge of Allegiance.**

3. **Public Comment.** *(Temporarily suspended—see above)*

4. **Coronavirus (COVID-19) update.**

5. **Consent Agenda.** *Any item may be removed from the Consent Agenda at the request of any member of the Council for separate consideration.*

A. Item from Office of the Mayor:

1) Appointments to City Boards, Commissions, and Committees
David Snell, Idaho Falls Use of Force Review Board
Liliana Olivas, Idaho Falls Use of Force Review Board

B. Items from Municipal Services:

1) Treasurer's Report for November 2020
2) Bid IF-21-E, Purchase of Replacement Barrel Truck for Public Works
3) Bid IF-21-11, Purchase of 30-Yard Steel Refuse Containers
4) Bid IF-21-12 Purchase of 3-Yard Steel Refuse Containers
5) Minutes from the December 7, 2020 City Council Work Session; December 10, 2020 City Council Meeting; December 11, 2020 Strategic Planning Exercise; and December 17, 2020 Special City Council Meeting
6) License Applications, all carrying the required approvals

C. Item from Publics Works:

1) Bid Award: Rose Hill Cemetery Road Improvements - 2021

RECOMMENDED ACTION: Approve, accept, or receive all items on the Consent Agenda according to the recommendations presented (or take other action deemed appropriate).

6. Regular Agenda.

A. State of the City Address

B. Mayor's Choice Awards Presentation

C. Public Works

1) Professional Services Agreement with Murraysmith, LLC, for Design of the Wastewater Treatment Plant Dewatering Project: The purpose of this Agreement is to establish a contract with Murraysmith, LLC, to provide design services and preparation of bidding and construction documents for the Wastewater Treatment Plant Dewatering Project. The proposed contract amount for such services to be provided is $861,052.00.

RECOMMENDED ACTION: Approve the Agreement with Murraysmith, LLC and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Professional Services Agreement - Dewatering Design 12.23.20 (CBA Executed).pdf

D. Idaho Falls Power

1) Property Purchase Sale Agreement for 3995 Crestwood Lane with TayJor, LLC: As subdivisions have developed around the Harrison substation, it's created a limited access route through a residential neighborhood. The situation is not ideal for community members, so IFP has contracted to purchase an adjacent property to the substation where access would then be through a professional business park. At a later date, if it's decided to sell the property, IFP will sell with the contingency of maintaining an easement to the substation with access through the business park.

RECOMMENDED ACTION: Approve the Property Purchase Sale Agreement with TayJor, LLC of Idaho Falls, Idaho for $196,368.48 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: IFP - Harrison Sub Agreement with TayJor

2) IF21-07 Construction Agreement with Summit Line Construction 161-kV Line Project: Following a Statement of Qualification (SOQ) on June 6, 2020, IFP solicited bids from eight approved contractors for the construction of the 161-kV Line Project. It is the recommendation of IFP to approve this bid from Summit Line Construction as the lowest responsive bidder. Rocky Mountain Power is a joint owner of this project and agrees that Summit Line Construction is the lowest responsive and responsible bidder. The engineer's cost estimate for this project is $5,116,531.00.

RECOMMENDED ACTION: Approve the Summit Line Construction Agreement with Idaho Falls Power (IFP) for the construction of the 161-kV transmission line from Lincoln Rd. to Paine Substation for a not-to-exceed amount of $5,169,234.49 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: IFP - Summit Line Agreement for 161-kV Paine Line

3) IF21-09 Construction Agreement with Bodec, Inc. for Construction of 161-kV Paine Substation: IFP received seven bids for the construction of the new 161-kV Paine Substation project and it is at the recommendation of IFP to approve this bid from Bodec Inc. of Price, Utah as the lowest responsible and responsive bidder. The engineer's cost estimate from 2019 for this project is $2,000,000.00.

RECOMMENDED ACTION: Approve the Bodec, Inc. Construction Agreement with Idaho Falls Power (IFP) for the construction of the new 161-kV Paine Substation for a not-to-exceed amount of $2,490,568.41 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: IFP - Bodec Agreement for 161-kV Paine Substation plus bid tab

E. Municipal Services

1) Bid IF-21-13, Purchase of Structural Steel and Materials for Idaho Falls Power Paine Substation: This purchase will provide structural steel and materials identified in the technical specifications and structural drawings for the Idaho Falls Power Paine Substation. The lowest bid received from Galvanizers, Inc. was deemed an incomplete bid.

RECOMMENDED ACTION: Accept and approve the lowest responsive and responsible bidder Klute, Inc. for lump sum total of $240,054.28 (or take other action deemed appropriate).

Attachments: MS_ IF 21-13 Purchase of Structural Steel and Materials for Idaho Falls Power.pdf

2) Bid IF-21-14, Request to Purchase Wood Power Poles for Idaho Falls Power: Bid IF-21-14 was published and did not receive any bidders. With no bids received and to expedite this purchase for the Paine Substation project, Idaho Falls Power would like to enter into the open market.

RECOMMENDED ACTION: Authorization to enter into the open market to purchase wood power poles for Idaho Falls Power based on the engineer's estimate of $130,020.00 (or take other action deemed appropriate).

3) Bid IF-21-15, Purchase of Conductor, Insulator and Switches for Idaho Falls Power: Bid IF-21-15 was published and did not receive any bidders. With no bids received and to expedite this purchase for the Paine Substation project, Idaho Falls Power would like to enter into the open market.

RECOMMENDED ACTION: Authorization to enter into the open market to purchase conductor, insulator and switches for Idaho Falls Power based on the engineer's estimate of $1,382,100 (or take other action deemed appropriate).

F. City Attorney

1) Ordinance Standardizing References to City Clerk: As part of the ongoing effort to standardize, streamline, and make the City Code more clear and useful, changes proposed refer to the City Clerk as "Clerk" throughout the Code.

RECOMMENDED ACTION: Approve the ordinance amending City Code to standardize references to the Clerk under a suspension of the rules requiring three complete and separate readings, and request 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, or take other action deemed appropriate.)

Attachments: Ordinance

7. **Announcements.**

8. **Executive Session.**

An Executive Session will be held immediately following the conclusion of the agenda items listed above. The Executive Session has been called pursuant to the provisions of Idaho Code Section 74-206(1)(c) (b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent. The Executive Session will be held in the City Annex Conference Room. At the conclusion of the Executive Session the Council will not reconvene into Regular Council Meeting.

9. **Adjournment.**

Memorandum

File #: 20-173 **City Council Meeting**

FROM: Rebecca Casper
DATE: Tuesday, January 12, 2021
DEPARTMENT: Mayor's Office

Subject

Appointments to City Boards, Commissions and Committees

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc)

Approval of appointments of Mr. David Snell and of Mrs. Liliana Olivas to the Idaho Falls Police Use of Force Review Board.

Description, Background Information & Purpose

Attached please find communication from Idaho Falls Chief of Police Bryce Johnson regarding the citizen volunteers recently appointed to serve on the Idaho Falls Use of Force Review Board pursuant to IFPD Policy 301:

Name	Board	Sponsoring Department	Term Expires	Status
David Snell	Idaho Falls Use of Force Review Board	Idaho Falls Police Department	01/14/24	Appointment
Liliana Olivas	Idaho Falls Use of Force Review Board	Idaho Falls Police Department	01/14/23	Appointment

These two applicants have been screened and interviewed. Both have a desire to obtain the training necessary to serve on the Use of Force Review Board. I anticipate both will make very positive contributions to the good work of the city, helping to achieve best practice and to instill a cohesive trust in the review process.

I request your vote to approve these appointments at the regular Council Meeting on Thursday, January 14, 2021.

If you have questions or comments, please feel free to contact me or Chief Johnson.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☒ ☐ ☐

Per IFPD, Community oriented policing and community engagement are at the heart of the IFPD strategic plan. Civilian review of use of force is a critical piece to ensure public trust and transparency.

Interdepartmental Coordination

N/A

Fiscal Impact

N/A

Legal Review

N/A

Use of Force Review Boards

301.1 PURPOSE AND SCOPE

Best Practice

This policy establishes a process for the Idaho Falls Police Department to review the use of force by its employees.

This review process shall be in addition to any other review or investigation that may be conducted by any outside or multi-agency entity having jurisdiction over the investigation or evaluation of the use of deadly force.

301.2 POLICY

Best Practice

The Idaho Falls Police Department will objectively evaluate the use of force by its members to ensure that their authority is used lawfully, appropriately and is consistent with training and policy.

301.3 REMOVAL FROM LINE DUTY ASSIGNMENT

Discretionary MODIFIED

Generally, whenever an employee's actions or use of force in an official capacity, or while using department equipment, results in death or very serious injury to another, that employee will be placed in a temporary administrative assignment pending an administrative review. The Chief of Police may exercise discretion and choose not to place an employee in an administrative assignment in any case.

301.4 REVIEW BOARD

Best Practice MODIFIED

The Use of Force Review Board will be convened when the use of force by a member results in very serious injury or death to another.

The Use of Force Review Board will also investigate and review the circumstances surrounding every discharge of a firearm, whether the employee was on- or off-duty, excluding negligent discharges, destroying a dangerous or injured animal, training,or recreational use.

The Chief of Police may request the Use of Force Review Board to investigate the circumstances surrounding any use of force incident.

The Professional Standards and Logistics Bureau Commander will convene the Use of Force Review Board as necessary. It will be the responsibility of the Bureau Commander or supervisor of the involved employee to notify the Professional Standards and Logistics Bureau Commander of any incidents requiring board review. The Professional Standards and Logistics Bureau Commander will also ensure that all relevant reports, documents and materials are available for consideration and review by the board.

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301.4.1 COMPOSITION OF THE BOARD

Discretionary MODIFIED

The Professional Standards and Logistics Bureau Commander should select the Use of Force Review Board members from the following:

- The Bureau Commander of the involved officer(s)
- A Lieutenant
- A Training Supervisor
- A peer officer
- A Sergeant
- Three non-City employee Civilian members

The senior ranking command representative who is not in the same bureau as the involved employee will serve as chairperson.

The three non-City employee Civilian board members will be selected by the Chief of Police. Their selection will be presented to the Mayor and City Council for approval.

Before serving on the board, the Civilian members must complete an Idaho Falls Police Department training course.

For the initial selection, one Civilian member will have an initial term of one year, one Civilian will have an initial term of two years, and one Civilian member will have an initial term of three years. Thereafter, Civilian board members will serve a term of three years. Civilian board members may be reappointed for one additional three year term.

301.4.2 RESPONSIBILITIES OF THE BOARD

Best Practice MODIFIED

The Use of Force Review Board is empowered to conduct an administrative review and inquiry into the circumstances of an incident.

The board members may request further investigation, request reports be submitted for the board's review, call persons to present information and request the involved employee to appear. The involved employee will be notified of the meeting of the board and may choose to have a representative through all phases of the review process.

The board does not have the authority to recommend discipline.

The Chief of Police will determine whether the board should delay its review until after completion of any criminal investigation, review by any prosecutorial body, filing of criminal charges, the decision not to file criminal charges, or any other action. The board should be provided all relevant available material from these proceedings for its consideration.

The review shall be based upon those facts which were reasonably believed or known by the officer at the time of the incident, applying any legal requirements, department policies, procedures

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and approved training to those facts. Facts later discovered but unknown to the officer at the time shall neither justify nor call into question an officer's decision regarding the use of force.

Any questioning of the involved employee conducted by the board will be in accordance with the department's disciplinary procedures, the Personnel Complaints Policy, and any applicable state or federal law.

The board shall make one of the following recommended findings:

(a) The employee's actions were within department policy and procedure.

(b) The employee's actions were in violation of department policy and procedure.

A recommended finding requires a majority vote of the board. The board may also recommend additional investigations or reviews, such as disciplinary investigations, training reviews to consider whether training should be developed or revised, and policy reviews, as may be appropriate. The board chairperson will submit the written recommendation to the Chief of Police.

The Chief of Police shall review the recommendation, make a final determination as to whether the employee's actions were within policy and procedure and will determine whether any additional actions, investigations or reviews are appropriate. The Chief of Police's final findings will be forwarded to the involved employee's Bureau Commander for review and appropriate action. If the Chief of Police concludes that discipline should be considered, a disciplinary process will be initiated.

At the conclusion of any additional reviews, copies of all relevant reports and information will be filed with the Chief of Police.

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IDAHO FALLS

MEMORANDUM

FROM: Chief Bryce Johnson

DATE: Tuesday, December 8, 2020

RE: Approve the appointment of Mr. David Snell to the Idaho Falls Police Department Use of Force Review Board

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc)

IFPD requests approval of the appointment of Mr. David Snell to a three-year term on the Idaho Falls Police Use of Force Review Board

Description, Background Information & Purpose

The Idaho Falls Police Department has had a Use of Force Review Board for some time. In recent months we have updated the IFPD policy 301, Use of Force Review Boards, to include three civilian members of the board appointed by the Chief of Police and approved by the Mayor and City Council. This is a change from our previous policy which included two civilian members of the Use of Force Review Board who were selected by IFPD leadership and reviewed only one incident.

The Use of Force Review Board now has three civilian members. For the initial selection, one civilian member will serve for three years, one civilian member will serve for two years, and one civilian member will serve for one year. All terms thereafter will be for three years. Civilian board members may be re-appointed for a second three-year term.

The Use of Force Review Board is convened when the use of force by a member of IFPD results in serious injury or death of another, or when deadly force is intentionally used by a member of IFPD regardless of whether it causes an injury or death of another individual. It can also be convened in any other instance deemed appropriate at the request of the Chief of Police.

The Use of Force Review Board is empowered to conduct an administrative review and inquiry into the circumstances of the incident it is convened to review. Board members may request further investigation, request reports be submitted for the Board's review, call persons to present information and request the involved employee to appear.

At the conclusion of this review, the Board will make one of two recommendations: the IFPD member's actions were within Department policy and procedure or the actions were in violation of Department

policy and procedure. The Board may also recommend updates to Department policy and procedure as well as training enhancements. All final decisions rest with the Chief of Police.

David Snell is uniquely qualified to serve on the Use of Force Review Board. Mr. Snell is a man of great integrity whose personal life is beyond reproach. Mr. Snell is a graduate of the 2020 Idaho Falls Police Department Citizens Academy and exhibited a good fundamental understanding of policing issues including use of force. Throughout the Academy and in our other interactions, Mr. Snell has proven to be fair and discerning, both willing to ask difficult questions and demonstrating good will and intent.

Mr. Snell is the founder and President of the Idaho Falls African American Alliance (AAA). The AAA's purpose is to promote understanding and unity in our local community. Mr. Snell has been employed at the Idaho National Laboratory since 1983 as a Senior Nuclear Facility Operator. He holds a B.S. degree in Human Resource Training and Development from Idaho State University.

As the Chief of the Idaho Falls Police Department, it is my honor to appoint Mr. Snell as a member of the IFPD Use of Force Review Board to serve in this capacity from January 2021 to January 2024. I respectfully ask the Mayor and City Council to approve his appointment to this position.

Relevant PBB Results & Department Strategic Plan



☐ ☒ ☐ ☐ ☐ ☒ ☐ ☐

Community oriented policing and community engagement are at the heart of the IFPD strategic plan. Civilian review of use of force is a critical piece to ensure public trust and transparency.

Interdepartmental Coordination

N/A

Fiscal Impact

N/A

Legal Review

DAVID W. SNELL

Senior Nuclear Facility Operator

CONTACT

3180 Fennec Lane
Idaho Falls, Idaho 83401

208-569-6768

David.Snell@inl.gov

I am including my resume with this cover letter in regards to my interest in the citizen review board.

To Whom it May Concern,

Though I was a non-traditional student; (attending class at night while maintaining a career, being a husband, a father), I am committed to being an example to the youth in our community.

I believe serving on this board will further my goal in showing youth the importance of education and being leaders in their communities.

In addition to my employment with Argonne National Laboratory-West/Materials and Fuel Complex (MFC) I am also the founder and president of the Idaho Falls African American Alliance (AAA) which I founded in 2006.

The purpose of AAA is to promote understanding and unity in our local community while offering opportunities to network and learn from each other; so our youth will know we all have choices to make in life.

During this banquet I cultivate an opportunity for attendees to meet and learn from some of the most prolific minds in each speakers' respective field.
Dr. Walter Massey, (former President Morehouse College), Mr. William Magwood (former Director of Nuclear Energy U.S. Department of Energy), and Dr. Warren Miller (Assistant Secretary of Energy) are just a few of the "Who's Who's" lecturers I obtained for the annual banquet.

Sir/Ma'am, it would be an honor for me to serve on this Board, with my experience, educational qualifications and skills. Additionally, I look forward to putting my experience towards this cause and being that bridge in our community.

My enclosed resume will provide you with more details regarding my qualifications and experience. Please contact me by phone or email so that we may set up a meeting. I look forward to hearing from you.

Thank you for your time,

David W. Snell

Enclosure

DAVID W. SNELL

Senior Nuclear Facility Operator

3180 Fennec Lane Idaho Falls, Idaho 83401

208-569-6768

David.Snell@inl.gov

OBJECTIVE

Enthusiastic and dependable Senior Nuclear Facility Operator interested in enriching the local community by using my unique skill set and professional expertise via board membership with Idaho State University Alumni Association

EDUCATION

Idaho State University, 2012
B.S. Human Resource Training and Development

EXPERIENCE

May 1983 — Present
Senior Nuclear Facility Operator • Argonne National Laboratory-West/Materials and Fuel Complex (MFC) • Idaho National Laboratory (INL)

— Nuclear Facility Operator with experience in every phase of fuel manufacturing and processing including: fuel casting, fuel fabrication, glove box work, and hot cell work, and criticality planning and implementing waste characterization and packaging. On the Job instructor for inexperienced personnel including lesson plan development and training for the MFC Site not limited to/including overall position training. Facility Safety Representative including; instructing and inspecting Safety, Health, and Environmental hazards (SHE) while ensuring safety in the workplace for the MFC facility and personnel within. Emergency Response Operator; first point of contact for incidents or emergencies related to the MFC Facility and personnel within.

KEY SKILLS

Event Coordination, Analytical Skills, Logistical Management, Creative Thinking, Project Management, Budget Management, Dynamic Leader, Team Player, Flexible, and Proficient in a multitude of settings

LEADERSHIP

— Multiple individual and group award winner including: the Argonne National Lab Pacesetter Award, the Laboratory Directors Community Award, and VPP Star Site recognition and recertification of the MFC Safety Team

— Founding President of the Idaho Falls African American Alliance (AAA)(est. 2006)

— Dynamic leader of the Hispanic Youth Symposium annually for over 24 years

REFERENCES

— Available upon request

David Snell

Dave's character described as an inanimate object would be a majestic bridge that can span any obstacle because he has a heart for all mankind. He has sacrificed himself for others all of his life beginning in Junior High school and no one is a stranger to Dave Snell.

Dave's love for all people and the ability to bridge the gap between them was evident during his school years where he was a star athlete. He was named athlete of the year, team captain, most inspirational player, and a spark plug, a team member who inspires other team members to remain spirited.

Dave was not a typical jock. He also received one of two prestigious Black Watch awards and was named Outstanding Student of the class of 77 for averting conflicts and being a peacekeeper among his classmates.

Dave has worked at the INL for 33 years primarily as a highly skilled and dedicated Nuclear Facility Operator. Through determination and focus in 2012, he received his BS degree in Human Resources Development and Trainer from Idaho State University School of Technology. The Argonne National Laboratory awarded him the Pacesetter plaque for reaching and setting goals in fuel handling. He has continued to be a bridge at work through his leadership as a VPP 24/7 lead, his safety outreach in schools for Halloween, and as a Spanish Youth Symposium supporter.

Dave's most commendable bridge building has occurred in the community as the visionary of the African American Alliance(AAA) which he started in 2006 and his leadership has accounted for 11 very successful Martin Luther King banquets since then. The AAA, through the Martin Luther King banquet, provides college scholarships to African American students and community non-profit noted establishments.

Dave's life and goals are reflected in the AAA's Mission Statement: The AAA is committed to initiating dialogue and providing resources that contribute to the educational, economic, and cultural growth and development of our community. The AAA promotes understanding and respect among all races.

Dave is also known for his barbeque ribs and frequently has used that talent as a fundraiser for his church family, friends that needed help and for community non-profits. Dave is the most genuine person you will ever meet. He certainly deserves recognition and much more for all he has done to bridge many gaps.

Dave and Eloise Snell attended the same schools in Junior High and High School and have been married for 27 years and they have one daughter and one grandson.

-David Porter
Porterhouse Training
208-346-2258

UMBC

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June 20, 2014

To: Hiring Manager for "INL Recruiting Specialist"

From: Dr. Freeman A. Hrabowski, III, President

I am submitting this letter on behalf of Mr. David Snell. I got to know Dave when I was the keynote speaker at the 2013 Dr. Martin Luther King banquet in Idaho Falls. As president of the African American Alliance (AAA), Dave represented not only the organization, but also the Idaho National Laboratory (INL) and his community. Dave's excellent communication and leadership skills were evident as he interfaced with senior INL managers, local officials, and the members of the AAA. The banquet's great success was a tribute to Dave and his team.

During my conversations with Dave, he spoke about his desire to help the INL recruit the best and brightest. I strongly recommend Dave for the open position. Please let me know if I can provide any additional information.

Sincerely,

Freeman A. Hrabowski

Freeman A. Hrabowski, III
President

2016 Laboratory Director Award Nomination Form

Upload this form along with the supplemental materials as **one PDF document** using the button on the Awards website.

The nomination package is the only information the committee will use to select the award winners. They will not have access to internet references or audio/video materials.

Visit the Awards website for more information.

Contact Jennifer Eisenbeis, Jennifer.Eisenbeis@inl.gov, for questions or more information; please put *Laboratory Director Awards* in the subject line.

Forms are due Monday, February 6, 2017.

Individual or Team being nominated: David Snell

Award category: Community Award

Name of person submitting this recommendation: Eric Papaioannou

Division/department of nominee: U612

Provide a paragraph summarizing why this person or team deserves recognition.

In a time of great racial discord in this country, it gives me great pleasure to nominate Dave Snell, founder of the Idaho Falls African American Alliance (IFAAA), for the INL's Community Award. Dave has dedicated his personal life to promoting education, increasing cultural awareness between races, and promoting diversity and acceptance of all people.

Dave's dedication to his belief that one man can make a difference drove him to bring together like-minded members of both the African American and predominantly white Idaho Falls community under the common banner of breaking barriers and assisting those in need. To that end, the IFAAA has affected many lives (see attached testimonial from I. Omotowa, Harvard University undergrad student) by helping African American and other needy youth achieve their educational goals and by providing a bridge for community outreach. Under Dave's leadership each year since 2006, the IFAAA has hosted the Dr. Martin Luther King fundraising banquet. This banquet provides opportunity for community outreach and has raised roughly $30,000 that has been invested in students pursuing their educational dreams.

Dave's inspiring story of breaking down racial barriers and inequality has been sustained throughout his life.

Dave Snell was raised in both Southern California and Utah, in a family with a solid religious foundation. Having a mother with very strong values and expectations and a pastor for a step-father most certainly assisted in shaping the man that Dave Snell is today. From a young age, Dave was known as a peacemaker and one to actively avert conflict. His larger-than-life personality and winning smile likely played a strong role in his ability to diffuse issues and racial tensions.

Although Dave doesn't consider himself a leader, his actions confirm just the opposite. While in high school, he experienced issues of race and inequality that he believed could be changed by giving students an avenue to express themselves in a safe environment free of fear of retaliation. To that end, he approached the school administration and was authorized to start what was called the Black Student Union (BSU). This group was instrumental in educating students to cultural differences and providing them an avenue for change. After high school, Dave attended the College of Eastern Utah and there he witnessed some of the same race relations and cultural issues he saw in high school. Knowing how successful the original BSU was, he was again inspired to approach the college administration and obtain permission to form a college-level Black Student Union. This group was also successful through engagement and action in educating students on cultural differences, promoting equality and acceptance for all.

In 2006, a friend of Dave's told him about an African American teen from Idaho Falls. The teen was on his high school debate team and had won several local competitions, and had recently qualified for the regional debate

finals. Due to financial hardship, the young man was not going to be able to attend. True to his nature, Dave knew he had to act. He shared the story amongst his INL friends and together they raised enough money to assist the young man in making it to regionals. Of this experience, Dave said, "It made me think how nice it would be if we could help out the kids in the area who are in need. We're blessed with great jobs. We have the means to help others. Why not do it?" Thus, the idea of an official organization had been planted.

The Idaho Falls African-American Alliance was started with just a few individuals and a common goal. This organization was chartered to not only provide financial assistance to needy youth, but to promote diversity and educate people regarding race relations and cultural differences. Dave has a vision that through education and acceptance, "We [as two complete opposites], should be able to look at the same thing going on in our country, and come to the same conclusion."

The IFAAA's mission statement includes initiating dialogue between races. The organization has been up and running for over 11 years, and has been able to provide $17,000 in scholarships and close to $13,000 to other charities in the community. Dave has been told that he has a gift for getting people together, which is apparent in the AAA annual Martin Luther King banquet attendance. The banquet hosts an average of 375 people each year, and is still growing. The proceeds raised at this major fundraiser allow IFAAA to provide scholarship assistance to African American students as well as give back to the community through other charitable organizations.

In addition to the IFAAA, Dave has been involved in spearheading several activities from replacing the roof on his church, to establishing a men's choir group, and throwing a sizable fundraising barbeque for the Idaho Falls Montessori School, which raised sufficient funds to allow them to successfully establish their daycare center.

Early on in Dave's life, he knew that he was going to be more than just a passive member of society. Dave said, "I was always taught to stand up for what I believe in, and I believe in the good in people." Through his strong faith and parental influence, Dave has dedicated his life to taking action to promote diversity, education, and expanding awareness and understanding between races, with results that have resounded throughout and beyond the Eastern Idaho area.

The INL Community Award could not go to a more deserving candidate. During Martin Luther King, Jr.'s famous speech he said, "The ultimate measure of a man is not where he stands in moments of comfort and convenience, but where he stands at times of challenge and controversy." From Dave's earliest years acting as a playground peacemaker, to formation of the Black Student Union in both high school and college, to his being the principle driver behind the Idaho Falls African American Alliance, he has continuously strived to unselfishly give back to the community in order to provide opportunities to those who would otherwise not be able to fully participate and reach their full potential.

List the supporting documentation included in the nomination package (refer to the category descriptions on the Awards website for specific requirements).

Thank you letter to AAA from Ibukunoluwa Omotowa, Harvard Student.

Jensen, Lisa. "Living the Dream." *Idaho Falls Life.* 2016: 134-139. Print.

List the authors of the letters of recommendation. Please state whether the recommendation is included in the PDF package or if it will be emailed from the author.

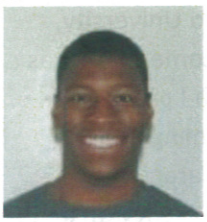
Recommendation Letter, David Porter (included).

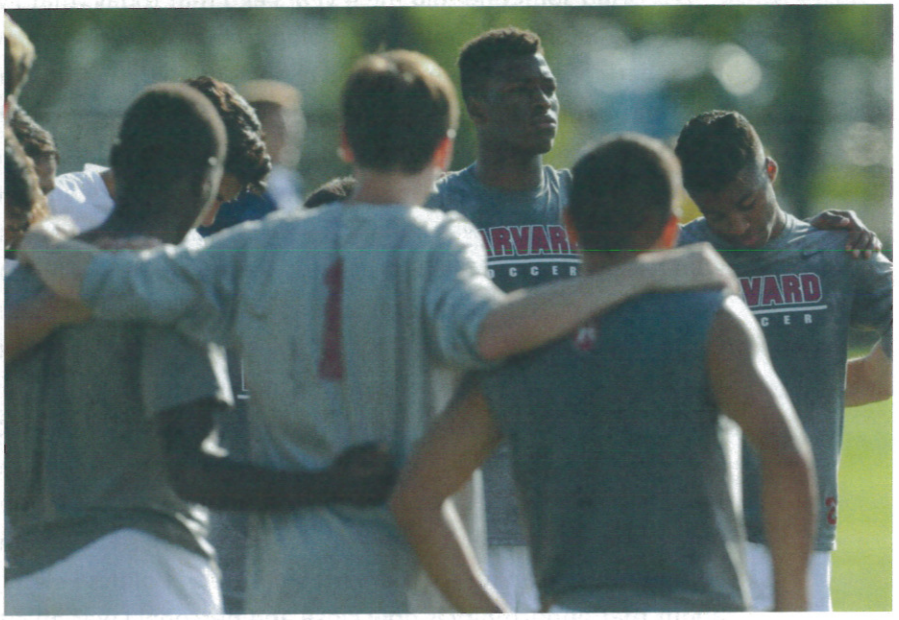
Recommendation Letter, Freeman A. Hrabowski, III (included).

Had someone told me 4 years ago that today, that I would be a junior at Harvard University, studying History and Molecular Biology, I may have not believed them. The journey to come that I was to embark on was one that would change everything that I am. From the speed at which I process information, to the way I approach conversations, down to the way I carry myself, schooling at an institution as grand as Harvard University projected has improved my person and my character immensely. A school whose reputation is intertwined with wealth and famous alumni – like ivy on a tower wall, Harvard was initially a very looming challenge. As someone from very humble beginnings who has lived in Idaho Falls a majority of my life, the adjustment has been a major one. Although many things have been added to my arsenal of life skills, I still make sure to maintain the core person that I came to school with. The many values instilled into my life from an early age by my mother and father, have grounded me, and acted as much needed motivation in the times of hardship. With these hardships, however, have come an incredible amount of successes. In my time at Harvard I have managed to walk onto the Varsity Men's Soccer team, and become a well-respected member of the team. Off the field, however, my involvement with the school is noteworthy. I am the current Communications Chair of the Harvard Black Men's Forum, and in past semesters I served as a community liaison for the Harvard Institute of Politics Fellow, Lindiwe Mazibuko. Something incredible about that opportunity is how close and personal I was able to get with Lindiwe. Lindiwe was South Africa's DA Parliamentary Leader and Leader of the Opposition in the National Assembly, and the DA's youngest ever parliamentary leader. More importantly, she was the first black woman in South African history to be elected to the post of Leader of the Opposition. Similar to this connection, I have also been blessed with the opportunity to connect with Henry Louis Gates Junior who played a large part in my motivation to apply to do work abroad. From these conversations, I applied to, and won the Rosenkrantz Grant and studied the racialized nature of public health disparities in Bahia, Brazil in summer 2016. These are some of the few blessings that have come my way while I have been a student at Harvard and I pray that there is continued success in 2017! I would like to say a very warm and meaningful thank you the Idaho Falls African American Alliance. Sponsorship from the alliance helped me to be in the benevolent position that I currently find myself, and it means the world. I pray that the African American Alliance can continue to reach out to young, motivated, black students and encourage them to strive to succeed and reach great heights. Vision is something that is priceless, and the vision that the African American Alliance has is one that includes the active supporting of students who will continue the legacy of greatness that has come from the Alliance. Again, I would like to say thank you, and I pray that my and the Alliance's success will continue for many days to come.

Thank You!







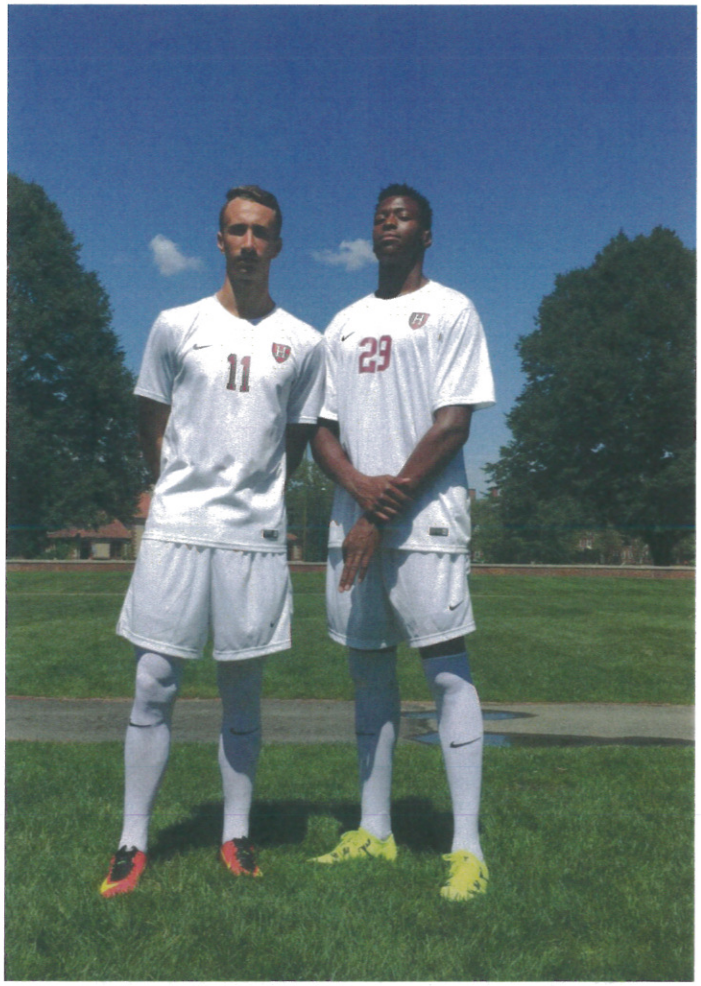


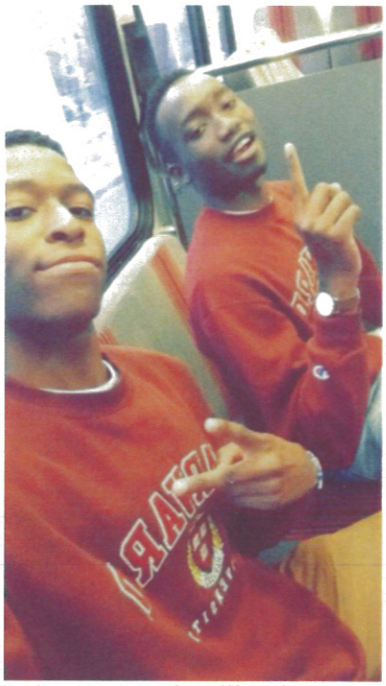
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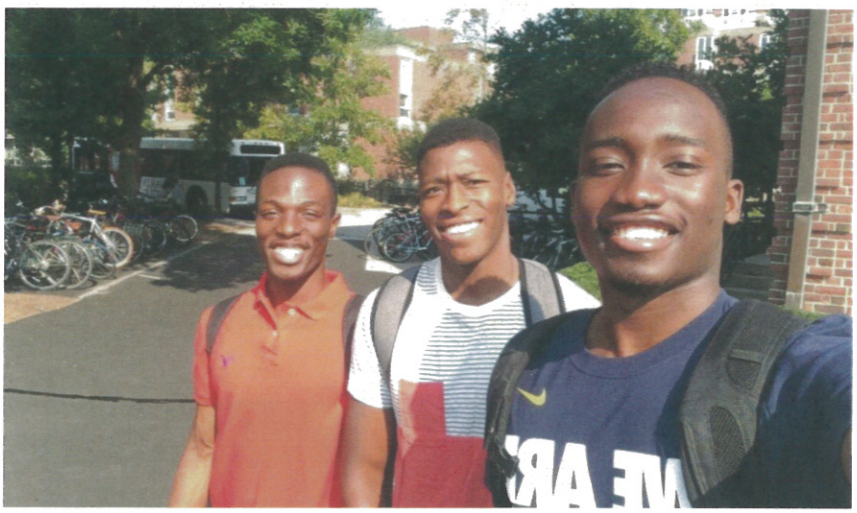






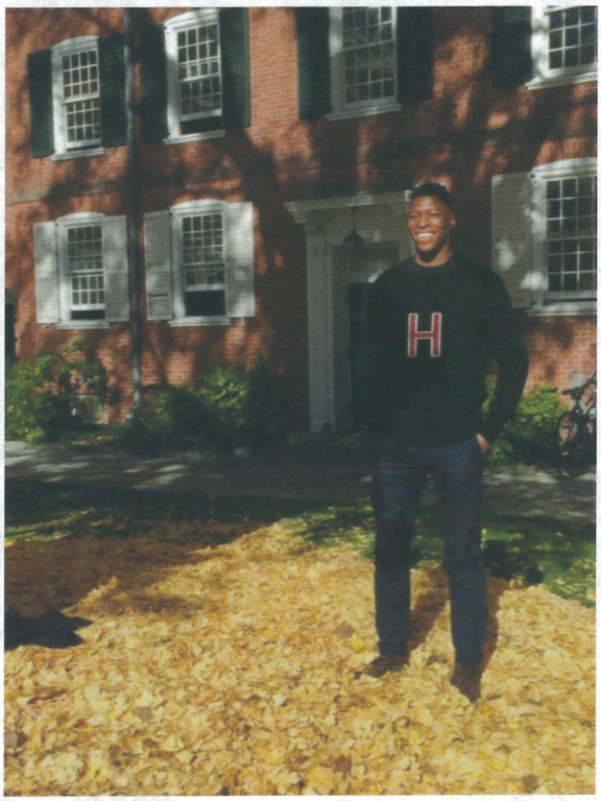

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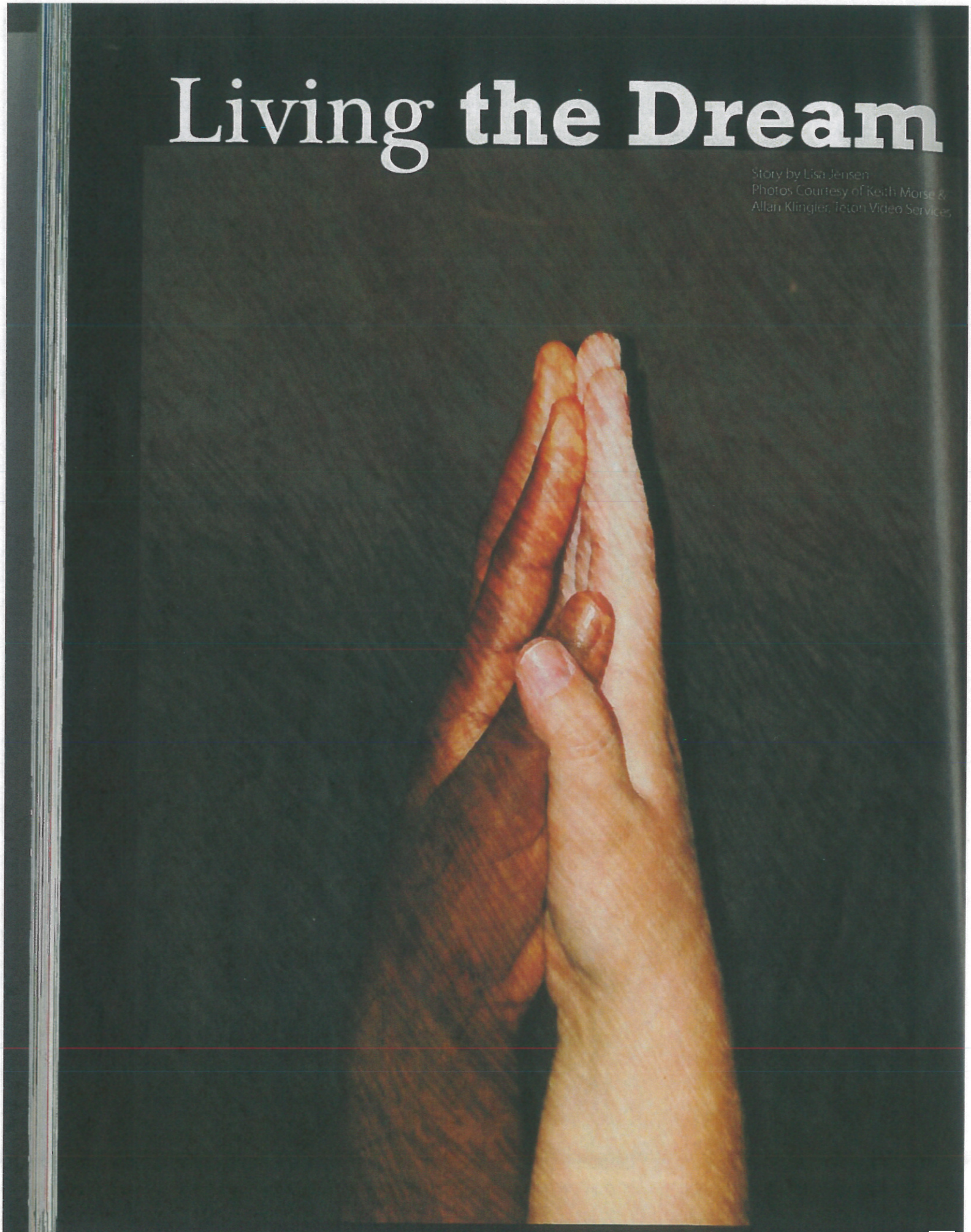






Living the Dream

Story by Lisa Jensen
Photos Courtesy of Keith Morse & Allan Klingler, Teton Video Services



"With this faith, we will be able to transform the jangling discords of our nation into a beautiful symphony of brotherhood."

— Dr. Martin Luther King, Jr., August 28, 1963

Though society has made progress concerning the issue of diversity, the symphony from Dr. King's dream isn't quite playing in complete harmony yet. Many in Idaho Falls would proudly declare that diversity and discrimination aren't a problem. However, that may simply be because they don't see it first-hand. The majority of citizens are open, friendly and welcoming, but a gap remains in the understanding between races. Promoting diversity and expanding awareness and understanding is exactly why the Idaho Falls African-American Alliance was started.

In 2006, a group from the INL came together to help an Idaho Falls teen, and the idea of an official organization focused on providing assistance and advancing diversity was born.

"One of the managers at the INL was talking to me about this African-American kid who was an incredible debater," recalls Dave Snell, the current president of the IFAAA. "He'd won all sorts of preliminary competitions in debate, but he didn't have the financial means to travel to the regional finals. So we got together and raised $300 and passed it on to this student. It made me think how nice it would be if we could help out the kids in the area who are in need. We're blessed with great jobs. We have the means to help others. Why not do it?"

If anyone could unite people to support such an undertaking, it would be Dave Snell. Personable and pleasant, he's a classic "people-person" who enjoys talking to, being with and helping others.

Having grown up in Utah, Snell remembers moving to Idaho Falls 31 years ago, and the difficulty he had even with things as simple as finding a place to get a haircut.

"Idaho Falls is a great town," Snell says. "But, it's a community that doesn't have a lot of African-Americans in it, so one of the initial goals for us was that we wanted to be a resource for information about where you can get products and services, and to introduce our culture to the community."

The group began their mission with manageable activities, such as offering tutoring services and financial assistance for students. Because the message of Dr. Martin Luther King, Jr., has always been central to the mission of the IFAAA, honoring him with a banquet to raise money for the assistance they provide was a natural development. It spotlights the IFAAA and its message of understanding, respect and acceptance among all races.



2014 Martin Luther King, Jr. Banquet. From left: Eloise Snell, Dave Snell, Joyin Thomas, Dr. Lucretia Murphy, Robert Brooks, Linda Hahn, Dennis Patterson, Lavonna Patterson

"Dr. King's dream was bringing people together. We decided that is one thing we could do with our banquet," says Snell.

"It's probably the one event in Idaho Falls throughout the year where you can go and see such a diverse group," agrees Dennis Patterson, former IFAAA president and current member. "Native Americans, Asians, Hispanics, Caucasians, all alongside African-Americans and all coming together to celebrate Dr. King and his message."

Nine years later, the IFAAA is still growing, and the annual banquet has developed to the point that planning takes up most of the year. The group meets



Allan Klingler, Teton Video Servic

2015 Martin Luther King, Jr. Banquet. Top row from left: Dave Snell, Robert Brooks, Marcus Thomas, Dennis Patterson, Don Patterson, Alfred Johnson. Bottom row from left: Linda Hahn, Senator Cherie Buckner-Webb, Jolyn Thomas, Sheila Johnson.

once a month and starts early sending out invitations to potential speakers. Over the years they've been proud to host such prestigious people as Dr. Walter Massey, the president of Morehouse College, Pete Miller, the Undersecretary of Energy, and Freeman Hrabowski, one of TIME magazine's 100 most influential people of 2012. For the 2015 banquet, the IFAAA was pleased to have Senator Cherie Buckner-Webb speak. Being the first African-American woman elected to the Idaho Senate, her message of being purposeful in leaving a legacy was timely and well-received.

Annual attendance at the banquet averages between 300 and 400 people and the proceeds have afforded the IFAAA the ability to provide scholarship assistance to students as well as give back to the community through supporting other local non-profit organizations. In 2015, the Developmental Workshop has been chosen to receive a portion of the proceeds from the group's banquet. The funds will be used to further the Workshop's mission of providing skills training, job placement and on-the-job coaching to disabled citizens or those who are disadvantaged.

"As an organization, we try to contribute where we can. We've been able to give out around $17,000 in scholarships and about $13,000 to the community," Dennis Patterson says. "It's been a privilege to work together to accomplish a common goal."

Despite the organization's name, the group itself is made up of people of different races serving as members.

"We've always been a diverse group from the beginning. We are very proud of that," Patterson says, pointing out that the group is open to anyone to join.



Reception Table - Robert Brooks (AAA) member, volunteer Sheila Y. Johnson (AAA) member

Dave Snell concurs on that issue, saying that it was important from the start to bring together men and women of varying backgrounds. He believes the assets each person can bring to the table will strengthen the organization and will, in turn, strengthen families, churches and the community. In Snell's estimation, that's how you strengthen the world. All of the IFAAA members add value to the organization's efforts to promote diversity, and four, in particular, are ideal examples of offering one's talents and experiences to benefit the group and the community.

"Being an African-American was part of who Dr. Martin Luther King, Jr., was," Snell explains. "He was a man and a pastor first, though. That's why I wanted to bring Pastor Don Patterson in to be part of this. I always want to remember God in what I do. He gave me the talents and abilities I have, so I wanted to make sure we had spiritual counsel included in what we were doing."

Having lived most of his life in Southeast Idaho, Pastor Don Patterson has always felt as if he was in a position to teach.

"Going to school here from kindergarten through high school and attending Idaho State University, I always tried to share of myself to educate others," Pastor Patterson says. "That's one of the biggest parts of our mission (with the IFAAA), too. To educate and bring awareness to remove the stereo images that people have primarily about African-Americans, but we also want to remove the stereo images of all people."



Pastor Rick Brown of Watersprings Calvary Chapel and wife, Tammy.



2014 Guest speaker, Dr. Lucretia Murphy



Jolyn Thomas (AAA Member) with Guest Speaker Dr. Lucretia Murphy

Keith Morse, the Executive Secretary for the IFAAA, is another person whose strengths have been serving the group well for the last three years. He'd worked in managerial positions for most of his career, working for the State of Washington and the Boeing Company.

"What I contribute to the IFAAA is that I am really big on planning and organization," Morse says. "I like to provide facts and data and make things happen. You always get great returns from serving others, and I really believe in the organization's message of understanding that we are all equal, encouraging people to treat each other with love, respect and consideration. There are a lot of rough edges in society. This brings us together as one in purpose in everything we do."

Jolyn Thomas is another excellent example of not only diversity within the IFAAA, but of how different people's skills and backgrounds can be useful. Thomas hosts a radio talk show on KEIR 101.1, formerly News-talk in Idaho Falls. Like many, she was moved at a young age by Dr. King's legendary "I Have a Dream" speech. After attending an IFAAA banquet, she reached out to Dave Snell to see how she could get involved.

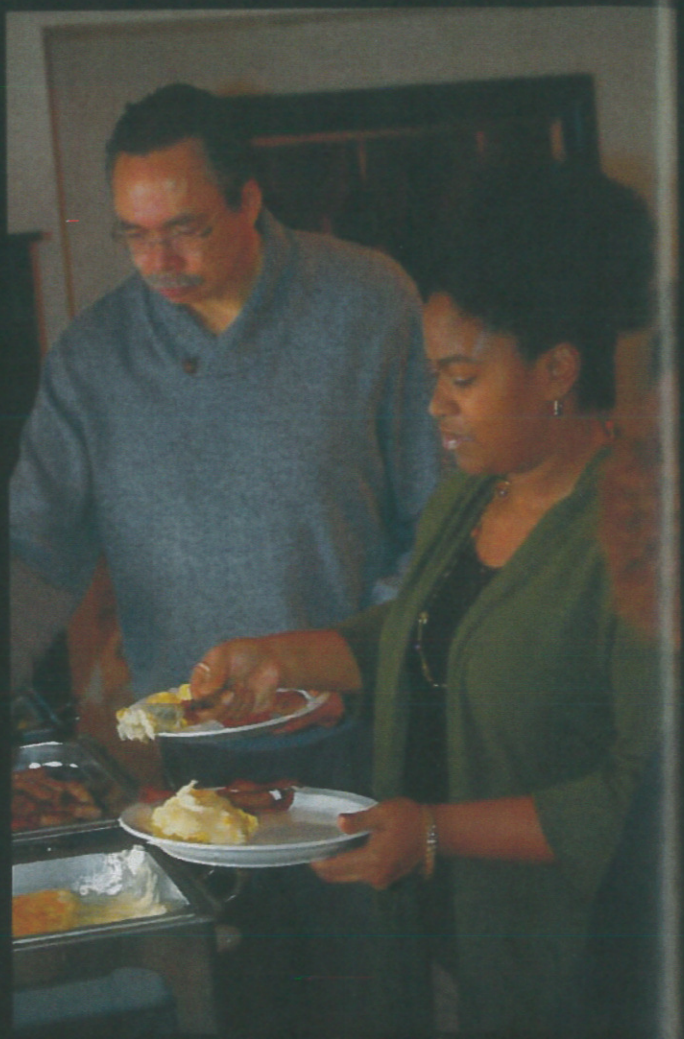
"My goals and beliefs were the same as Dave's and the organization's," Thomas says. "I loved how much Dr. King's philosophies were so significant to the IFAAA's message of diversity and acceptance."

Her job as a talk show host has allowed Thomas to be able to explore issues with diversity and get the conversation in Idaho Falls going. With national attention on race issues in other cities, such as Ferguson and the New York police shootings, Thomas brought in Sergeant Doug Matcalf from the Sheriff's Department and Dave Snell as guests on her show.

"The purpose was to look at how national events were going to impact our local community and how we can strengthen our community. You don't think it would happen in Idaho Falls, but it can have a trickle-down effect. We focused on the positive things the Sheriff's



Linda Hahn, a AAA member and her husband



Dennis Patterson (AAA Member) dishing up food

Office is doing to build strong relationships between citizens and law enforcement. It's better to be proactive instead of waiting for things to happen," she says.

Thomas is also a firm believer in promoting diversity by example. She's a mother of three: Marcus, 26, Jacklyn, 13 and Jordan, 9. Marcus's father is African-American, and Thomas knows firsthand how important it is to help kids understand that part of their heritage. Thomas says that, even though the organization has always endeavored to be a resource for African-American and mixed-race families, it's something the members of IFAAA want to develop further in the coming year.

"Some of us as members have had experiences that can be helpful to other families, such as Caucasian families who have adopted African-American children. I know, personally, the things involved in (blending a family), and I've been able to talk to families in similar situations. It's a great opportunity to help the families and help kids not lose that part of their culture or identity."

"As an organization, we try to contribute where we can. We've been able to give out around $17,000 in scholarships and about $13,000 to the community,"
- Dennis Patterson

Reaching out to youth through the school system is an additional way the IFAAA is promoting diversity. Many of the group's members have gone to schools to speak about diversity and equality, and some are playing a role simply through their presence. Dennis Patterson has given talks in schools about diversity and inclusion, but he recently began substitute teaching in the Idaho Falls school district.

"Enhancing diversity in the school system was one



Reaching out to youth through the school system is an additional way the IFAAA is promoting diversity

of our concerns when we started talking about forming the IFAAA. We felt it was important to provide a presence in leadership and educational roles," Patterson says. "Since I began substitute teaching in December, it's been rewarding building relationships with all of the students. The minority students' response to seeing someone who looks like them is visible surprise, but it's been valuable to be able work with them."

With the outreach to families and increased efforts in schools, the IFAAA's momentum has created an excitement and enthusiasm for the organization to try to do more. Education is at the top of everyone's priority list, though the group is still looking at different ways to increase understanding and acceptance.

In the coming months and years, the city will likely see the IFAAA's profile become more prominent as they sponsor and participate in more activities that bring the community together. The group recognizes that Dr. King's historical message is still relevant and important today, and they have made it a priority to share that message with everyone. Taking their cue from another great spiritual and political leader, the Idaho Falls African-American Alliance has taken the initiative to be the change they want to see.

IFL

If you'd like to join the Idaho Falls African-American Alliance, you'll be welcome regardless of race, religion or national creed. The group is always open for more to join, and whatever time or talents you can offer will be appreciated. Just contact one of the current members if you have questions or want to get involved:

David Snell, President, 208-569-6768

Dennis Patterson, former President, 208-351-1638

Keith Morse, Executive Secretary, 208-522-4896

Don Patterson, committee member, 282-7927

Jolyn Thomas, committee member 569-5410

IDAHO FALLS

MEMORANDUM

FROM: Chief Bryce Johnson

DATE: Monday, January 4, 2021

RE: Approve the appointment of Mrs. Liliana Olivas to the Idaho Falls Police Department Use of Force Review Board

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc)

IFPD requests approval of the appointment of Mrs. Liliana Olivas to a two-year term on the Idaho Falls Police Use of Force Review Board

Description, Background Information & Purpose

The Idaho Falls Police Department has had a Use of Force Review Board for some time. In recent months we have updated the IFPD policy 301, Use of Force Review Boards, to include three civilian members of the board appointed by the Chief of Police and approved by the Mayor and City Council. This is a change from our previous policy which included two civilian members of the Use of Force Review Board who were selected by IFPD leadership and reviewed only one incident.

The Use of Force Review Board now has three civilian members. For the initial selection, one civilian member will serve for three years, one civilian member will serve for two years, and one civilian member will serve for one year. All terms thereafter will be for three years. Civilian board members may be re-appointed for a second three-year term.

The Use of Force Review Board is convened when the use of force by a member of IFPD results in serious injury or death of another, or when deadly force is intentionally used by a member of IFPD regardless of whether it causes an injury or death of another individual. It can also be convened in any other instance deemed appropriate at the request of the Chief of Police.

The Use of Force Review Board is empowered to conduct an administrative review and inquiry into the circumstances of the incident it is convened to review. Board members may request further investigation, request reports be submitted for the Board's review, call persons to present information and request the involved employee to appear.

At the conclusion of this review, the Board will make one of two recommendations: the IFPD member's actions were within Department policy and procedure or the actions were in violation of Department

policy and procedure. The Board may also recommend updates to Department policy and procedure as well as training enhancements. All final decisions rest with the Chief of Police.

Lilliana Olivas is very qualified to serve on the Use of Force Review Board. Mrs. Olivas is a woman of great integrity whose personal life is beyond reproach. Mrs. Olivas has a good fundamental understanding of policing issues including use of force. She has expressed a willingness to go through formal training in the laws, policies, and procedures regarding use of force in policing.

Mrs. Olivas currently works for the Community Council of Idaho as a project coordinator and has extensive experience in providing outreach to the local Hispanic community. Mrs. Oliva holds a B.A. degree in Spanish with a minor in marketing.

As the Chief of the Idaho Falls Police Department, it is my honor to appoint Mrs. Olivas as a member of the IFPD Use of Force Review Board to serve in this capacity from January 2021 to January 2023. I respectfully ask the Mayor and City Council to approve her appointment to this position.

Relevant PBB Results & Department Strategic Plan



☐ ☒ ☐ ☐ ☐ ☒ ☐ ☐

Community oriented policing and community engagement are at the heart of the IFPD strategic plan. Civilian review of use of force is a critical piece to ensure public trust and transparency.

Interdepartmental Coordination

N/A

Fiscal Impact

N/A

Legal Review

LILIANA OLIVAS

PROFILE

Project Coordinator specializing in forming and maintaining strong partnerships within the local community as well as working with people of varied cultural backgrounds. My greatest strength is thinking outside of the box which enables me to provide a fresh outlook when it comes to improving employee relations and program outcomes.

EXPERIENCE

HIGH SCHOOL EQUIVALENCY PROGRAM (HEP) PROJECT COORDINATOR

Community Council of Idaho | 2019 - Present

- Supervise 6 direct reports, in large part remotely, to ensure grant compliance with the US Department of Education.
- Continued to foster partnerships with local universities, colleges and other organizations to extend program services to HEP students.
- Managed the implementation of student support services, retention activities and recruitment strategies for all 4 locations between Idaho Falls and Twin Falls.

HIGH SCHOOL EQUIVALENCY PROGRAM (HEP) RECRUITER FOR THE EAST IDAHO REGION

Community Council of Idaho | 2017 - 2019

- Designed, evaluated, and executed recruitment plan to enroll up to 36 students annually, achieving a 20% growth in enrollment for East Idaho in the first 2 years of employment.
- Developed and managed new partnerships with Idaho State University, College of Eastern Idaho and surrounding warehouses to provide 2 in-house GED classes and 3 external GED classes for qualifying participants in Rexburg, Shelley and American Falls.
- Managed relationships with participants to meet educational goals and professional development by working closely with the other programs in our organization as well as collaborating with other agencies and local services.

CUSTOMER CARE OPERATIONS ANALYST

Melaleuca Inc. | 2010 - 2017

- Managed working relations with call center floors and other necessary departments to provide support in researching and facilitating problem resolutions related to customers.
- Drove business changes by decomposing and analyzing various processes and reporting to upper management.

ADMINISTRATIVE ASSISTANT FOR THE HISPANIC/MEXICO REGION

Melaleuca Inc. | 2010 - 2017

- Supervised the completion of national and international events ranging from 50-1,500 attendees by budgeting and managing all event logistics such as meeting space, all audio visual needs and shipping of any necessary materials.
- Coordinated with departments such as International, Finance, Recognition, Forecasting and Sales Aids to carry out international events.
- Clearly conveyed in written and verbal formats information related to events to internal and external audiences to ensure relevant and timely communication content.

EDUCATION

BACHELOR OF ARTS, MAJOR IN SPANISH, MINOR IN MARKETING

Idaho State University | 2018

PERSONAL DATA

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Idaho Falls, Idaho

Phone
208 243 4300

E-mail
rosalili@isu.edu

TRAININGS

Essentials of Management
Conflict Resolution
Time Management

REFERENCES

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First Federal Savings Bank
Retail Loan Systems Analyst
208 709 0649

ERICK MCPHERSON
Melaleuca Inc.
Workforce Manager
208 419 6515

ANNAKE SCHOLES
Idaho Falls Police Department
Administrative Assistant
208 360 6520

Memorandum

File #: 20-152 **City Council Meeting**

FROM: Josh Roos, City Treasurer
DATE: Tuesday, December 22, 2020
DEPARTMENT: Municipal Services

Subject

Treasurer's Report for November 2020

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc)

Accept and approve the Treasurer's Report for the month-ending November 2020 or take other action deemed appropriate.

Description, Background Information & Purpose

A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending November 2020, total cash and investments total $131.6M. Total receipts received and reconciled to the general ledger were reported at $13.3M, which includes revenues of $11.6M and interdepartmental transfers of $1.7M. Total disbursements reconciled to the general ledger were reported at $13.5M, which includes salary and benefits of $5.7M, operating costs of $6.1M and interdepartmental transfers of $1.7M. As reported in the attached investment report, the total investments reconciled to the general ledger were reported at $122.5M.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The monthly Treasurer's Report supports the good governance community-oriented result by providing sound fiscal management and enable trust and transparency.

Interdepartmental Coordination

Not applicable.

Fiscal Impact

Not applicable.

Legal Review

Not applicable.

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT
November, 2020

FUND	BEGINNING CASH & INVESTMENTS	TOTAL RECEIPTS	TOTAL DISBURSEMENTS	ENDING BALANCE CASH & INVESTMENTS
GENERAL	$9,199,391.97	$2,652,746.06	$3,990,585.85	$7,861,552.18
STREET	$2,752,543.02	$135,855.11	$663,775.65	$2,224,622.48
RECREATION	($245,130.28)	$41,482.71	$153,762.36	($357,409.93)
LIBRARY	$3,244,533.80	$9,659.49	$175,553.15	$3,078,640.14
AIRPORT PFC FUND	$38,438.68	$24,440.85	$62,879.53	$0.00
MUNICIPAL EQUIP. REPLCMT.	$5,632,826.60	$239,734.24	$3,695.94	$5,868,864.90
EL. LT. WEATHERIZATION FD	$3,320,193.32	$177,703.75	$9,177.08	$3,488,719.99
BUSINESS IMPRV. DISTRICT	$75,403.36	$738.63	$49.48	$76,092.51
GOLF	($215,063.38)	$73,794.65	$197,306.73	($338,575.46)
SELF-INSURANCE FD.	$2,803,220.11	$193,053.85	$51,635.93	$2,944,638.03
HEALTH & ACCIDENT INSUR.	$4,635,365.35	$6,965.57	$3,041.47	$4,639,289.45
EMERGENCY MEDICAL SERVICES	($1,587,408.35)	$486,230.51	$650,853.17	($1,752,031.01)
WILDLAND	($738,685.41)	$88.72	$5,254.16	($743,850.85)
MUNICIPAL CAPITAL IMP.	$1,922,559.62	$3,812.01	$13,261.48	$1,913,110.15
STREET CAPITAL IMPROVEMENT	$1,241,299.81	$14,916.61	$61,030.47	$1,195,185.95
BRIDGE & ARTERIAL STREET	$940,613.42	$14,354.21	$617.18	$954,350.45
SURFACE DRAINAGE	$220,866.08	$2,578.48	$144.92	$223,299.64
TRAFFIC LIGHT CAPITAL IMPRV.	$1,052,479.62	$37,218.31	$5,990.58	$1,083,707.35
PARKS CAPITAL IMPROVEMENT	$2,360.02	$278.55	$1.55	$2,637.02
FIRE CAPITAL IMPROVEMENT	($2,460,379.58)	$480.86	$0.00	($2,459,898.72)
ZOO CAPITAL IMPROVEMENT	$234,679.77	$78,934.92	$2,242.85	$311,371.84
CIVIC AUDITORIUM CAPITAL IMP.	$204,210.43	$306.87	$133.99	$204,383.31
GOLF CAPITAL IMP.	$297,181.46	$7,256.00	$194.99	$304,242.47
POLICE CAPITAL IMPROVEMENT	$0.00	$0.00	$0.00	$0.00
AIRPORT	$1,254,393.15	$603,535.98	$387,283.90	$1,470,645.23
WATER	$12,530,755.17	$1,012,571.12	$393,455.72	$13,149,870.57
SANITATION	$4,951,078.86	$537,793.64	$486,142.55	$5,002,729.95
IDAHO FALLS POWER	$54,850,140.76	$5,826,484.80	$4,318,138.85	$56,358,486.71
FIBER	$470,710.02	$128,368.78	$226,105.02	$372,973.78
WASTEWATER	$25,235,660.75	$958,532.05	$1,616,643.74	$24,577,549.06
TOTAL ALL FUNDS	**$131,864,238.15**	**$13,269,917.33**	**$13,478,958.29**	**$131,655,197.19**

CITY OF IDAHO FALLS
INVESTMENT RECONCILIATION
Nov-20

	BOND	AGENCY	TREASURY	CERTIFICATES	MONEY MARKET	CASH/EQUIVALENT	TOTAL
LPL				$762,321.88		$259,124.30	$1,021,446.18
LGIP					$30,293,719.16		$30,293,719.16
WELLS FARGO	$43,519,421.58	$10,769,424.82	$12,415,120.15	$4,004,911.35	$0.00		$70,708,877.90
DA DAVIDSON				$523,955.00		$761,203.12	$1,285,158.12
WASHINGTON FEDERAL				$258,838.62			$258,838.62
ISU				$268,458.74			$268,458.74
KEY BANK	$1,891,712.25	$1,413,668.23	$2,337,817.25			$79,935.55	$5,723,133.28
IDAHO CENTRAL				$4,306,082.68			$4,306,082.68
BANK OF IDAHO				$6,623,850.32			$6,623,850.32
BANK OF COMMERCE				$2,029,653.54			$2,029,653.54
	$45,411,133.83	$12,183,093.05	$14,752,937.40	$18,778,072.13	$30,293,719.16	$1,100,262.97	**$122,519,218.54**

Memorandum

File #: 20-159 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Wednesday, January 6, 2021
DEPARTMENT: Municipal Services

Subject

Bid IF-21-E, Purchase of Replacement Barrel Truck for Public Works

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc)

Accept and approve the purchase from the lowest responsive and responsible bidder, Premier Truck Group of Idaho Falls for a total of $158,140.00 or take other action deemed appropriate.

Description, Background Information & Purpose

This request includes a total trade-in value of $18,000 and piggybacks off of pricing provided in bid IF-20-01 to replace unit 7025, a 2014 Freightliner Sanitation truck scheduled for replacement this fiscal year.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

The purchase of the barrel truck supports the reliable public infrastructure and transportation community-oriented result by acquiring or replacing equipment required in the field.

Interdepartmental Coordination

Public Works concurs with Municipal Services Department recommendation for award.

Fiscal Impact

A total of $185,000 is budgeted in the 2020/21 municipal equipment replacement fund budget for this purchase.

Legal Review

Legal has reviewed the bid process and concurs the Council action desired is within State Statute.

Premier Truck Group – Idaho Falls
6413 Doug Andrus Dr. 83402
Idaho Falls, Idaho 83402 | 208-534-6300

12-1-2020

City of Idaho Falls
2530 Hemmert
PO Box 50220
Idaho Falls, ID 83405-0220

Piggy Back IF-20-01

New 2022 Freightliner M2-106 provided by Premier Truck group
Specifications as represented in Bid IF-20-01

New 2021 Challenger L/H load Refuse Body with 5 stage packer

Price- **$176,140**

Trade Allowance
Unit 7025
- 2014 Freightliner M2-106
- VIN: 1FVHCYCY2EHFR2205
- Last mileage reading 81,159 as of 10/22/2020

Trade Value- **$18,000**

Price with Trade in- **$158,140**

_____ _____

Cliff Scoresby
Premier Truck group- Idaho Falls
208-320-1764

Memorandum

File #: 20-160 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, January 7, 2021
DEPARTMENT: Municipal Services

Subject

Bid IF-21-11, Purchase of 30-Yard Steel Refuse Containers

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the bid from the lowest responsive and responsible bidder, Enterprise Sales, Inc., for $82,080.00 or take other action deemed appropriate.

Description, Background Information & Purpose

Public Works is requesting authorization to purchase twelve new 30-yard steel refuse containers for the Sanitation division.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

The purchase of the steel refuse containers supports the well-planned growth and development community-oriented result.

Interdepartmental Coordination

Public Works concurs with the recommendation.

Fiscal Impact

Funds to purchase the refuse containers are within the Public Works 2020/21 Sanitation budget.

Legal Review

Legal has reviewed the bid process and concurs the Council action desired is within State Statute.

City of Idaho Falls

P. O. BOX 50220
IDAHO FALLS, IDAHO 83405
PHONE: (208) 612-8433
FAX: (208) 612-8536

Office of Purchasing Agent

Opening Date: December 22, 2020

BID TABULATION
BID IF-21-11
New 30 Yard Refuse Containers

BIDDER	1) WasteQuip Manufacturing Company, LLC	2) Rule Steel, Inc.	3) Enterprise Sales, Inc		
	Charlotte, NC	Caldwell, ID	Ontario, OR		
30 YARD CONTAINERS					
Manufacturer	WasteQuip	Rule Steel	Enterprise Sales$6,840.00		
Price per Each - Quantity 12	$7,250.00	$7,778.00	$6,840.00		
Freight Fee per Unit (if listed separately)	$1,467.00	$333.34	Included		
Lump Sum Total Price	$104,604.00	$97,336.00	$82,080.00		
Delivery Time	None Indicated	None Indicated	11 Weeks		

Memorandum

File #: 20-161 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, January 7, 2021
DEPARTMENT: Municipal Services

Subject

Bid IF-21-12 Purchase of 3-Yard Steel Refuse Containers

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the bid from the lowest responsive and responsible bidder, Enterprise Sales, Inc., for $48,450.00 or take other action deemed appropriate.

Description, Background Information & Purpose

Public Works is requesting authorization to purchase seventy-five new 3-yard steel refuse containers for the Sanitation division.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

The purchase of the steel refuse containers supports the well-planned growth and development community-oriented result.

Interdepartmental Coordination

Public Works concurs with the recommendation.

Fiscal Impact

Funds to purchase the refuse containers are within the Public Works 2020/21 Sanitation budget.

Legal Review

Legal has reviewed the bid process and concurs the Council action desired is within State Statute.

City of Idaho Falls

P. O. BOX 50220
IDAHO FALLS, IDAHO 83405
PHONE: (208) 612-8433
FAX: (208) 612-8536

Office of Purchasing Agent

Opening Date: December 23, 2020

BID TABULATION
BID IF-21-12
New 3 Yard Refuse Containers

BIDDER	1) Rule Steel Inc.	2) Enterprise Sales Inc.	3) E&D Welding LLC	4) Technology International, Inc	
	Caldwell, ID	Ontario, OR	Idaho Falls, ID	Lake Mary, FL	
3 YARD CONTAINERS					
Manufacturer	Rule Steel	Enterprise Sales	E&D Welding	Technology International	
Price per Each - Quantity 75	$650.00	$646.00	$3,375.00	$1,320.00	
Freight Fee per Unit (if listed separately)	$40.00	Included	$35.00	Included	
Lump Sum Total Price	$51,750.00	$48,450.00	0	$99,000.00	
Delivery Time	45 Days ARO	11 Weeks ARO	9 Weeks ARO	16 Weeks ARO	

Memorandum

File #: 20-156 **City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director
DATE: Monday, January 4, 2021
DEPARTMENT: Public Works

Subject

Bid Award: Rose Hill Cemetery Road Improvements - 2021

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc.)

Public Works recommends approval of the plans and specifications, award the bid to the lowest responsive, responsible bidder, Knife River Corporation, Mountain West in an amount of $52,339.00 and authorization for the Mayor and City Clerk to sign contract documents.

Description, Background Information & Purpose

On Tuesday, December 15, 2020, bids were received and opened for the Rose Hill Cemetery Road Improvements - 2021 project. A tabulation of bid results is attached. The purpose of the proposed bid award is to enter into contract with the lowest bidder to furnish all tools, labor, equipment, and materials necessary to pave various roads within Rose Hill Cemetery.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☒ ☒

This project supports the community-oriented results of reliable public infrastructure and transportation by upgrading cemetery road conditions.

Interdepartmental Coordination

Project reviews have been conducted with all necessary city departments to ensure coordination of project activities.

Fiscal Impact

Cost allocations for this project will be provided by Parks Cemetery Funds. Sufficient funding and budget authority exist to complete the proposed improvements.

Legal Review

Legal has reviewed the bid process and concurs the Council action desired is within State Statute.

City of Idaho Falls

Engineering Department

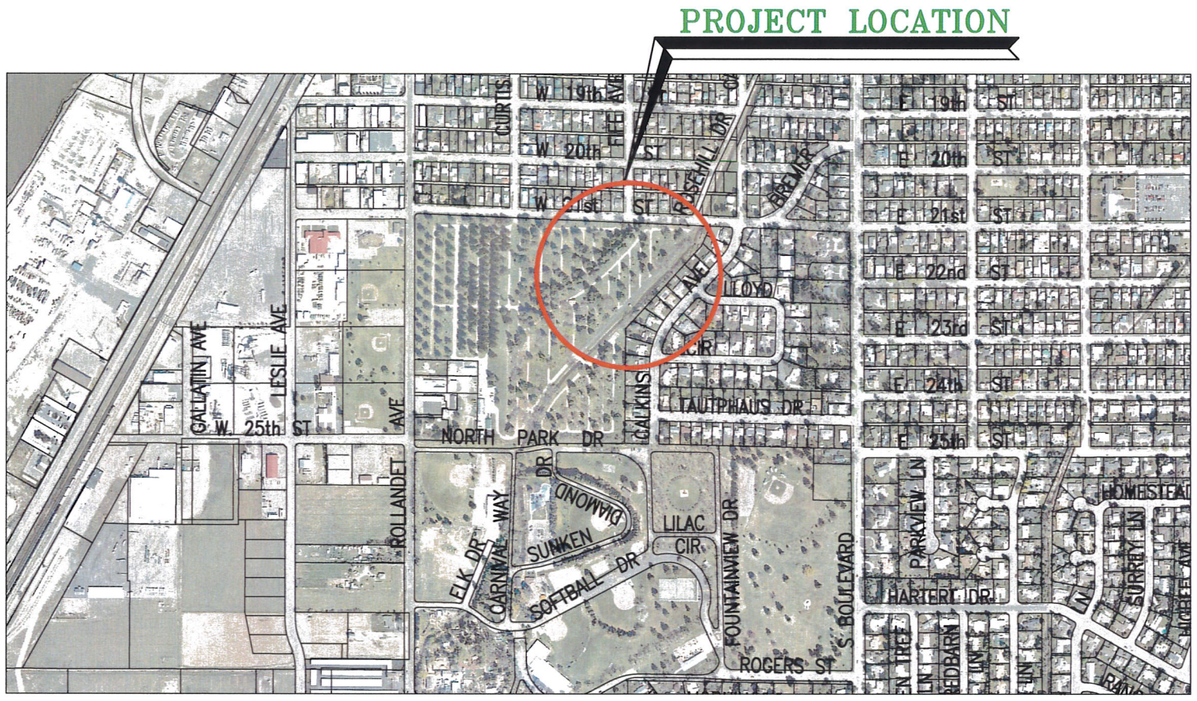
Bid Tabulation

Project: ROSE HILL CEMETERY ROAD IMPROVEMENTS - 2021 ***Number:*** 2-38-30-2-PRK-2020-33

Submitted: Kent J. Fugal, P.E., PTOE ***Date:*** December 15, 2020

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Knife River Corporation - Mountain West		Depatco		HK Contractors, Inc.	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
		DIVISION 800 - AGGREGATES & ASPHALT										
8.01	802.4.1.A.1	Crushed Aggregate for Base, Type I	25	CY	$50.00	$1,250.00	$52.00	$1,300.00	$67.75	$1,693.75	$325.00	$8,125.00
8.02	810.4.1.A.1	Plant Mix Pavement 1/2", PG 58-28	604	TON	$85.00	$51,340.00	$84.50	$51,038.00	$89.60	$54,118.40	$86.50	$52,246.00
		DIVISION 2000 - MISCELLANEOUS										
20.01	2030.4.1.A.1	Manhole, Adjust to Grade	1	EA	$800.00	$800.00	$1.00	$1.00	$940.00	$940.00	$850.00	$850.00
		TOTAL				**$53,390.00**		**$52,339.00**		$56,752.15		$61,221.00

ROSEHILL CEMETERY
ROAD IMPROVEMENTS - 2021
PROJECT # 2-38-30-2-PRK-2020-33







REVIEWED BY: PARKS DEPARTMENT

DATE: Nov 19th 2020

PROFESSIONAL ENGINEER
REGISTERED
9247
STATE OF IDAHO
KENT J. FUGAL

MAYOR
REBECCA L. NOAH CASPER

CITY COUNCIL
MICHELLE ZIEL-DINGMAN
SHELLY SMEDE
THOMAS HALLY
JIM FRANCIS
JOHN B. RADFORD
JIM FREEMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

CITY ENGINEER
KENT J. FUGAL, P.E., PTOE

2020

AS BUILT:

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

ENGINEERING DIVISION

IDAHO FALLS PUBLIC WORKS

ROSEHILL CEMETERY
ROAD IMPROVEMENTS
2021

CHK BY: K.J.F.	DSG BY: Y.G.	DWN BY: Y.G.
FILE NO. 2-38-30-2-PRK-2020-33	DATE PLOTTED: 11/19/20	SHEET NO. 1 OF 2
DWG NO. STR-2020-33 Titlepage		

Memorandum

File #: 20-155 **City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director
DATE: Monday, January 4, 2021
DEPARTMENT: Public Works

Subject

Professional Services Agreement with Murraysmith, LLC, for Design of the Wastewater Treatment Plant Dewatering Project.

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc.)

Approval of an Agreement and authorization for Mayor and City Clerk to sign the document.

Description, Background Information & Purpose

The purpose of this Agreement is to establish a contract with Murraysmith, LLC, to provide design services and preparation of bidding and construction documents for the Wastewater Treatment Plant Dewatering Project. The proposed contract amount for such services to be provided is $861,052.00.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☒ ☒

This project supports the community-oriented results of environmental sustainability and reliable public infrastructure by improving the City wastewater treatment system.

Interdepartmental Coordination

Project reviews will be conducted with all necessary city departments to ensure coordination of project

activities.

Fiscal Impact

Cost allocations for this project will be provided by the Wastewater Fund. Sufficient funding and budget authority exist to complete the work associated with the Professional Services Agreement.

Legal Review

The Agreement was prepared by the Legal Department.

AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO DEWATERING DESIGN PROJECT FOR THE CITY OF IDAHO FALLS, IDAHO

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO DEWATERING DESIGN PROJECT FOR THE CITY OF IDAHO FALLS, IDAHO, (hereinafter "Agreement"), is made and entered into this _____ day of _____, 2020, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and Murraysmith, LLC, 888 SW 5th Ave., Ste. 1170, Portland, OR 97204 (hereinafter referred to as "CONSULTANT").

W I T N E S S E T H:

WHEREAS, CITY desires to retain an engineering firm to provide professional engineering services to support the Wastewater Treatment Plant Dewatering project at the CITY's Wastewater Treatment Plant ; and

WHEREAS, CITY Public Works Department has selected Murraysmith to provide such professional engineering services; and

WHEREAS, Murraysmith does provide professional engineering services;

NOW, THEREFORE, be it agreed that for and in consideration of the mutual covenants and promises between the parties hereto, that:

SECTION I: SCOPE OF WORK

A. CITY hereby engages CONSULTANT to perform services as described in this Agreement as follows:

B. TASKS provided by CONSULTANT:

TASK 1. Project Management

The objective of the Project Management Task is to assure the design team stays on track, delivers the Project on time and budget, and meets CITY goals. This Task includes invoicing and status tracking, a design kickoff meeting, CITY and internal design team communications and coordination, and other general administrative and project management activities to keep the Project on track.

Deliverables

Monthly invoice and progress report (PDF electronic format).

Kick-Off Meeting Notes/ Action Item Summary (PDF electronic format)

Assumptions

Project duration is anticipated to be no more than 14 months; therefore, it is assumed that there will be no more than 14 progress payments/ status reports.
Meetings and workshops will be limited to those specifically identified in this Scope of Work.
No time has been allocated for City Council presentations or attendance.
Subconsultant management and invoicing are estimated at 2 hours of admin time per month per subconsultant.

1.1 Invoice/Progress Reports

The Project will be managed to maintain the scope, schedule, and budget. At a minimum, updates on Project schedule and budget will be provided as part of the monthly invoicing process. Monthly invoices will include expenditure by task, hours worked by Project personnel and other direct expenses with the associated backup documentation. Monthly progress reports will accompany each invoice and include budget status (percent spent and budget remaining), progress estimates (in terms of percent complete), summary of work accomplished, estimated work to be completed in the next invoice, issues encountered and actions taken for their resolution or that still require project team action, and discussion of identified potential impacts to scope, budget or schedule. Subconsultant invoicing, budget tracking and general administrative coordination will also be covered under this task.

1.2 Design Kick-Off Meeting

At the conclusion of Task 4 (Preliminary Engineering Report), a kick-off meeting will be held at the WWTP to review the Project site with key team/discipline leads (civil, structural, architectural, electrical, etc..) This on-site meeting will include an overview for CITY and the design team of the Project's goals, objectives, communication protocols, scope, and schedule.

1.3 City and Design Team Coordination

As Project Manager, Craig Anderson, will lead and oversee Project communications with CITY and design team throughout the duration of the Project, lead meeting and workshop discussions, keep CITY up-to-date on Project issues and details and make sure CITY's input is incorporated into the work product. Clay Ellestad will assist Craig with Project management efforts to ensure secondary points of contact are available.

TASK 2. Data Collection and Analysis

The specific data collection and analysis described below will be used to support the subsequent design activities identified in this scope of services.

Deliverables

Formal data request(s) as needed.

Assumptions

CITY staff will collect and perform wastewater analytical testing within the capabilities of the WWTP laboratory. Staff will report values to CONSULTANT at conclusion of testing.

An additional sampling and laboratory testing allowance of $2,500 is included to cover testing work not able to be performed with the WWTP laboratory.

Metal salt flocculation testing will be done by CONSULTANT at the WWTP. CITY to provide space for testing.

CONSULTANT will coordinate with CITY to perform up to five (5) utility pothole locates to determine elevation, material, size, and location of underground utilities.

2.1 Wastewater Data Collection

Analytical wastewater characteristic information will be gathered to supplement existing materials collected during previous work. Data collection will focus on testing waste activated sludge (WAS) constituents, digested sludge constituents, and biosolids filtrate metal salt dosing (two types). Results from testing will be used to refine the size of Project equipment and treatment systems and better estimate of performance. An allowance has been included in the assumptions to cover the collection, testing, and material not easily performed by the WWTP laboratory.

2.2 Site Data Collection

Detailed existing facility and site information will be gathered and processed for use in the development of the detailed design. Work will include:

2.2.1 Site Survey – Coordination with CITY staff for their completion of an existing site survey (similar to past projects) to be used in combination with existing surveys from past projects. Additionally, coordinate with CITY on utility potholes where required to identify

the X, Y and Z location of Project critical pipelines/conduits that must be avoided, accessed, and/or manipulated by this Project.

2.2.2 Existing Electrical review – On site review of the existing electrical infrastructure will be performed to verify accuracy of existing system relative to record drawings and to quantify needs associated with the proposed work.

2.2.3 Preliminary Building Official Coordination and Code Review – CONSULTANT will initiate discussions with the local building official to discuss and document the current codes (especially NFPA 820), design criteria and process required for the design and construction of the proposed facilities.

TASK 3. Project Refinement

The purpose of this Task is to further refine and optimize the Project concept to sufficiently complete the Preliminary Engineering Report (Task 4). CONSULTANT will hold an interactive workshop with CITY staff to present the Project concepts and equipment and site layout. The following subtasks summarizes the topics CONSULTANT will prepare for the workshop.

Deliverables

Workshop Presentation (hard copies during presentation and PowerPoint electronic format).

Workshop summary including meeting minutes and decisions (electronic PDF format).

Assumptions

Meeting and workshop facilitation will be limited to those specifically identified in this scope of work.

CITY will provide clear, consolidated, and timely input and review of the work products produced by CONSULTANT.

Workshop meetings will be held in CITY's Sewer Administration Building, conference room, or virtually if required.

No biological modeling of the WWTP upgrades is anticipated necessary.

3.1 Biosolids Dewatering Process/Equipment

This task will refine the screw press options to allow for the final design. Items anticipated for investigation and refinement include: Design life and plan year; Future & current plant solids mass balance; Number and size of screw press units (redundancy); Design loading rates; Design operating hours; Design

performance goals; General building layout of equipment; and siting of building and solids storage facility.

3.2 Side-Stream Treatment Process/Equipment

As presented in the PD Workshop, treatment of the dewatering filtrate is required for the long-term permit compliance of the WWTP. CITY selected to treat the filtrate using a metal salt addition into the filtrate return stream. This Task will refine the chemical addition system, sizing, needs and preferences. Items anticipated for investigation and refinement include: Site layout of process including the return stream routing; Chemical dosing equipment; and bulk chemical siting.

3.3 WAS P-Release and Odor Control Equipment

Additional Project processes selected from the PD Workshop were selected by CITY to achieve secondary Project goals. These processes include the pre-digester phosphorus release tank and odor control options. This Task will refine these processes for the advancement of the design. Items anticipated for investigation include: Sizing of the WAS P-Release tank; Site layout and yard piping for the P-release tank; and odor control options for the P-Release and GBT processes.

3.4 CITY Workshop Presentation

Key CONSULTANT staff will travel to Idaho Falls and present the results of the previous work activities in a half-day interactive workshop format. The workshop will be interactive in nature to allow for CITY staff input and comment. Results from this workshop will be used to develop the Preliminary Engineering Report described in Task 4.

3.5 Workshop Summary

A summary of the Subtask 3.4 results, including meeting minutes and decisions made, will be documented, and presented to CITY. The workshop summary will define the Project to be designed and ensure that stakeholders have had the opportunity to thoroughly review the project direction before Task 4 efforts are initiated. Task 3 is complete when CITY and Project team agree that the process concept, anticipated construction cost, and time schedule are acceptable and appropriate.

Task 4. Preliminary Engineering Report

The Idaho Department of Environmental Quality (DEQ) requires a series of submittals to be reviewed and approved before the proposed WWTP Upgrades can be constructed. The first submittal, a Facility Plan, was approved by DEQ in August of 2010. This Task covers the development and approval of the second required submittal, a Preliminary Engineering Report. Tasks 5 through 7 cover the development of the final submittal, Construction Plans and Specifications.

CONSULTANT will prepare a preliminary engineering report meeting the requirements of IDAPA 58.01.16.411.03.c. This report will be submitted first to CITY in electronic format. Once approved by CITY, it will be then submitted to DEQ for review and approval. It will be modified as necessary to obtain DEQ approval.

Deliverables

Preliminary Engineering Report (internal draft) – Electronic (PDF) format.
Preliminary Engineering Report (final draft for DEQ review) – Electronic (PDF) format and up to three (3) hard copies for DEQ.
Preliminary Engineering Report (DEQ approved final) – Electronic (PDF) format and three (3) hard copies (1 to DEQ and 2 to CITY).

Assumptions

No workshops are assumed to be required for the generation and submittal of the Preliminary Engineering Report to DEQ.
CITY will provide clear, consolidated, and timely input and review of the work products produced by the CONSULTANT.
The Preliminary Engineering Report is based on and will begin after the results of Task 3.

Task 5. Schematic Design Development (30%)

The purpose of this Task is to use the results of the Preliminary Engineering Report (Task 4) to develop a schematic design that further defines the Project to gain additional CITY input and refinement. This Task is considered the start of the Project detailed design process, it brings together all key design discipline leads to begin their development of the design concept. The schematic design development establishes the general scope, conceptual design, scale, and relationships among components of the Project. It will include discipline specific equipment design/ configuration/ spacing, site design concepts and structure and building concepts in a package that is free from major conflicts. The schematic design will provide sufficient information to facilitate CITY and CONSULTANT coordination and review.

Deliverables

Workshop Presentation – PowerPoint electronic format
Schematic Design Report (internal draft) – Electronic (PDF) format.
Schematic Design Report (final) – Electronic (PDF) format.

Assumptions

CITY will provide clear, consolidated, and timely input and review of the work products produced by the CONSULTANT.
At the conclusion of this Task, the design is considered thirty percent (30%) complete.

5.1 Schematic Design Report

The Design Team will generate the Schematic Design Report to document and define the design associated with each unit process improvement area. The report will generally follow the general format described below:

Introduction and Background
- Design Criteria
- Project and Process Development, including.
- Process Flow Diagrams for the Selected and Affected Unit Processes
- Flow Stream Identification with Legends and Abbreviations
- Preliminary Major Equipment Database Spreadsheet and Support Requirements
- Material Selection
- Solids Mass Balance

Process Narrative Descriptions for Each Unit Process
- WAS phosphorus release tank
- Dewatering unit(s)
- Filtrate storage and equalization
- Chemical dosing and feed system
- Odor control system(s)

Preliminary Site Plan (Civil) - Figure
Preliminary building and equipment layout - Figure
Preliminary Structural and Architectural Design Concepts – Figure
Preliminary Control System Block Diagram and Control Philosophy – Figure
Construction Cost Opinion (Task 8)

5.2 Schematic Design Review Workshop

The Draft Schematic Design Report produced in Subtask 5.1, will be presented to CITY at a half day workshop structured to provide a general overview of the

results and to solicit CITY input and direction. At the completion of the workshop, a summary of the workshop presentation decisions and action items will be documented and added to the Draft Schematic Design Report to create the Final report.

Task 6. Design Development (60%)

The purpose of this Task is to finalize the design concept and describe it in terms of structural, architectural, electrical, mechanical, and treatment process systems. At the completion of this phase of the design process, it is intended that all major decisions have been made and the design elements are essentially "frozen" so that the larger design team can efficiently use the deliverables to guide the detailed development of the contract documents.

Deliverables

Design Development Package - Electronic (PDF) format
Design Development Workshop Presentation - PowerPoint electronic format
Design Development workshop summary - Electronic (PDF) format

Assumptions

At the completion of this Task, all major design decisions are considered complete and ready for final contract document development by the expanded design team. Significant design changes initiated by CITY after this point will likely require a design budget adjustment.
At the conclusion of this Task, the design is considered sixty percent (60%) complete.

6.1 Design Concept Refinement

With the basic process, site, major equipment, and overall concept identified at the end of Task 5, additional analysis will be performed as required to adequately define and communicate the design for CITY, input, and endorsement. The design of supporting systems and utilities will be detailed by discipline in both technical memoranda and preliminary drawing format. Work products from this design step will include the update or preparation of at least the following items:

Final Process Flow Diagrams
Final Flow Stream Identification with Legends and Abbreviations
Final Solids Mass Balance
Equipment Database Spreadsheet and Support Requirements

Site Plans for Civil, Mechanical and Electrical Utilities
Preliminary Construction Duration and Sequencing Plans
General Contractor Prequalification's (Task 10.4)
Electrical One-Line diagrams
Process & Instrumentation and Control Diagrams (P&ID)
Building Floor Plans and Sections
Unit Process Renderings, Plan Views and Sections
Control System Block Diagram
City Construction Contract Legal/Insurance Questionnaire
Process Narrative Descriptions for Each Unit Process
WAS phosphorus release tank
Dewatering unit(s)
Filtrate storage and equalization
Chemical dosing and feed system
Odor control system(s)
Construction Cost Estimate (Task 8)

6.2 Design Development Package and Review Workshop

The work products produced in this Task will be assembled into a Draft Design Development Package for the CITY's Review. A workshop presentation that summarizes the work products, findings and conclusions from this Task will be prepared and presented to CITY in a half day interactive workshop. At the completion of the workshop, a summary of the Workshop Presentation discussions, decisions, and action items will be documented and created and added to finalize the Design Development Package.

Task 7. Preparation of Contract Documents

The purpose of this Task is to transform the developed design concept into detailed Contract Documents necessary for the bidding, award, and construction of the work. The following subtasks are provided under this Task.

Deliverables

90% Contract Document Workshop Presentation - PowerPoint electronic format
Final Contract Document Workshop Presentation - PowerPoint electronic format
90% Contract Document Package - PDF Electronic format and up to four (4) hard copies with half size drawings
Final Contract Document Package - PDF Electronic format and up to four (4) hard copies with half size drawings and one full size drawing set

Assumptions

The Contract Documents shall consist of the following elements or sections – Bidding Requirements, Contract Forms, Conditions of the Contract, Technical Specifications, and Drawings.
CONSULTANT's standard documents (which are based on the Engineering Joint Contract Documents) will be used for the basis of the Bidding Requirements, Contract Forms, and Conditions of the Contract sections of the Contract Documents. These base documents will be augmented with amendments or revisions as necessary to include Idaho Falls, specific standards and requirements, as applicable.
The Bidding Requirements, Contract Forms, Conditions of the Contract and Specifications of the Contract Documents will be based on CONSULTANT's standard documents and follow the 50 division Construction Specification Institute (CSI) format. In addition to the consultant's standard documents, the Contract Documents will be augmented with amendments or revisions, as necessary to address both CITY's and DEQ's specific standards.
Only one set of Contract Documents is assumed.
It is assumed the construction will be performed by a single general contractor who will furnish all equipment, materials, and labor necessary to construct the Project.
The Contract Documents will assume a lump sum bid with award to the lowest responsive, responsible bidder.
The drawings will be developed using consultant's standard AutoCAD software. At CONSULTANT's discretion, some drawings may be produced in three-dimensional format to assist the design, review, and construction process.
The drawings will be produced on 22 inch by 34 inch full-size format, but with text and layout that will allow the use of half-size sheets.
The pre-purchase of equipment is not anticipated to be necessary for this Project and is not included in the scope.
Contract document preparation assumes instrumentation and control programming for the system integration will be completed by CONSULTANT and not the contractor, as was done on previous projects with CITY.
The printing of the construction Contract Documents for the purpose of obtaining bids for construction is not included in this scope of work.

7.1 90% Contract Documents

CONSULTANT will prepare 90 % complete set of Contract Documents, which will be the basis for the final Contract Document review submittal. The 90% complete Contract Documents will include the Bidding Requirements, Contract Forms, Conditions of the Contract, Specifications, and Drawings, as applicable, and necessary for bidding the construction. Drawings and specifications will include the civil site work, landscaping, architectural, structural, process mechanical, heating, ventilation, and air conditioning (HVAC), plumbing,

electrical, and instrumentation and control design necessary for bidding and construction of the improvements.

An overview of the deliverables from this Task will be provided to CITY at a half day workshop structured to provide a general overview of the work completed. Workshop Presentation discussions, decisions, and action items along with CITY review comments will be documented and consolidated for use in finalizing the Contract Documents.

7.2 Finalization of Contract Documents

Following receipt of CITY's consolidated review comments and completion of CONSULTANT's internal quality assurance review on the 90% Contract Documents, CONSULTANT will incorporate the review comments, as appropriate, and prepare the Final DEQ Review Ready Contract Documents.

The modifications to the Contract Documents after Subtask 7.1 will be documented and presented to CITY in a half day workshop along with the DEQ Review Ready Contract Documents. At the completion of the DEQ review, the Contract Documents will be modified as necessary to address DEQ's comments so that they are ready for bidding.

Task 8. Cost Opinions

CONSULTANT will prepare general cost opinions throughout the design process as described below. These cost opinions are intended as a tool to help CONSULTANT and CITY evaluate the relative impact of design changes and/or refinements and manage the project from a budgetary perspective. The relative accuracy of this work will increase as the design progresses. CONSULTANT will endeavor to produce these opinions within the accuracy ranges identified in AACE International's Recommended Practice Document No. 18-R-97.

These cost opinions can be expected to vary from the construction bids due to several factors outside the control of CITY or CONSULTANT. These factors include, but are not limited to, volatility and unknowns regarding commodity pricing, the labor market, inflationary escalation, etc.

CONSULTANT will prepare estimates of construction costs based the design materials developed for each design stage/subtask listed below. Where sufficient detailed information is lacking to obtain reasonably accurate quantities of materials, judgmental

allowances will be used to provide an opinion of the estimated construction costs at the midpoint of construction.

Deliverables

Construction cost opinion reports based on the design information available in each step as described in Tasks 5 through 7.

Task 9. Design Reviews

The purpose of this Task is to monitor the quality of the Project through the use of design lead independent quality assurance / quality control (QA / QC) reviews. These design reviews will be completed by the technical advisors and senior staff used for the development of the Project Definition Report, at a minimum.

CONSULTANT will perform multidiscipline internal QA / QC review activities during the progress of the design. Additionally specific QA/QC review will be performed to ensure subcontractor work product and CONSULTANT work products maintain consistency and quality of work.

Assumptions

Time has been included in Task 9.2 through 9.5 for subcontractor project review. Personnel selected to perform review may vary from Fee Estimate as the needs of the review dictate.

9.1 Preliminary Engineering Report QA/QC
9.2 Schematic Design (30%) QA/QC
9.3 Design Development (60%) QA/QC
9.4 90% Contract Documents QA/QC
9.5 Final Contract Document QA/QC

Task 10. Special Investigation

The purpose of this Task is to provide for the preparation of special investigations associated with the design or other issues not included in the previously described final design facility scope of the WWTP Primary Treatment Upgrades. CONSULTANT will summarize the findings and recommendations of the special investigations in technical memoranda. When decisions are required, CITY will identify their selection in a timely manner. Specific special investigation sub tasks follow.

10.1 Site Visits

This Task includes an allowance for the CONSULTANT to organize and lead CITY Staff on visits (onsite or virtual) to regional treatment plants. The site visits are made to enhance CITY's knowledge and understanding of the systems, gather operator experience, and make design improvements based on hands on operational knowledge.

Due to current and unknown future COVID related travel restrictions the budget for this work is a roughly estimated allowance only. The scope and extent of the visits made relative to the allowance will be coordinated and approved by CITY in advance.

10.2 Geotechnical Evaluations

This subtask includes an evaluation of subsurface conditions in and around the project area. The Task is based on providing up to three (3) borings and associated technical analysis of the collected soil samples. CONSULTANT will coordinate the development of a draft and final geotechnical report prepared for use in the development of the design and reference in the Construction Documents. This subtask also includes a small allowance for supplemental geotechnical advice to address project changes that occur during the course of design.

10.3 Energy Efficiency Incentive Coordination & Application

This subtask includes the evaluation and coordination of the energy efficiency incentive payments available through BPA representatives and Idaho Falls Power. Due to CITY's currently selected process and equipment, there is a strong likelihood that energy efficiency incentive payments can be received. This subtask is an allowance for the CONSULTANT to work with both CITY and local power company to apply and receive energy efficiency incentive approval prior to the bidding and construction of the work (a requirement of the incentive program).

10.4 Contractor Prequalification.

This subtask includes preparing an advertisement and associated documents to aid CITY in advertising for and subsequently selecting prequalified general contractors for the WWTP Dewatering Project. This work will follow a format similar to that used for the 2017 WWTP Primary Treatment Upgrade Project.

Task 11. Contract Bidding and Award Support

This Task provides assistance to CITY during the bidding through contract award phase of this Project. Specific areas of work include:

Assumptions

The exact nature and extent of bidding and award support necessary is unknown at this time. Therefore, the budget for Task 11 is based on an estimate of 90 full-time equivalent hours of CONSULTANT staff time and up to $1,500 of expenses. Work beyond these estimates will require a contract amendment.

CITY will produce, manage, and distribute hard copies of the bid documents and subsequent addenda (prepared electronically by CONSULTANT) to the pre-qualified bidders and other interested parties and maintain an updated plan holders list.

CITY will produce and distribute the necessary hard copies of the conformed contract documents prepared electronically by CONSULTANT to the successful bidder along with CITY's standard Notice of Award form.

CITY will also produce and distribute hard copies of the conformed contract documents as needed for use by DEQ and CITY staff.

CONSULTANT will produce hard copies for use by the consultant design team.

Deliverables

All deliverables described in the subtask will be provided in either PDF of Microsoft Word format as needed.

11.1 Bidder's Inquiries and Addenda

CONSULTANT will take in the lead in responding to bidder inquiries and issuing addenda. CONSULTANT will respond via addendum to questions from bidders, subcontractors, equipment suppliers and other vendors regarding the project plans and specifications. CONSULTANT will maintain a written record of communications during the bidding process and prepare draft addenda for CITY review prior to distribution. These addenda will be used to clarify the contract documents and establish equipment equivalency. For the purpose of developing this scope of work, only one (1) four page addenda are planned.

11.2 Pre-Bid Meeting and Site Walk-Through

CONSULTANT will attend and co-lead (with CITY) one pre-bid meeting and site walk-through to provide bidders with Project information and answer inquiries. A meeting summary with a list of attendees will be prepared by CONSULTANT and distributed to the planholders by CITY. Any clarifications or modifications to the Bidding Documents resulting from the meeting and walkthrough will be included in an addendum.

11.3 Major Equipment Submittal Review

Similar to both the Secondary and Primary Treatment Upgrades Project, it is anticipated that the Instructions to Bidders and the Bid Form will include a number of "Major Equipment" items that require a determination of equivalency to be made prior to bid award. CONSULTANT will review Major Equipment submittals received during the bid period for equivalency and, if determined acceptable, incorporate them into an addendum.

11.4 Bid Award Review

After the bid opening, CONSULTANT will assist CITY in the evaluating the responsiveness of the bids received, prepare a written bid summary, and provide an award recommendation based on CITY's selection criteria.

SECTION II:

A. Independent Contractor.

The contracting parties warrant by their signature that no employer/employee relationship is established between CONSULTANT and CITY by the terms of this Agreement. It is understood by the parties hereto that CONSULTANT is an independent contractor and as such neither CONSULTANT nor CONSULTANT's employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

B. Fees and Conditions for Professional Services.

1. Payment for all services described in this Agreement is provided in accordance with the cost described in Section II.B.2. of this Agreement.

1.1 Budget

The work covered under this scope of work will be billed on a time and materials basis at the billing rates for personnel working directly on the Project, which will be made at the CONSULTANT's Hourly Rates, plus Direct Expenses incurred. The overall budget estimate breakdown for this work is outlined in the table below.

CONSULTANT will manage the work identified to the aggregate budget amount which shall not be exceeded without prior written authorization from CITY. When any budget has been increased or follow-on work contracted, CONSULTANT's excess costs expended prior to such and increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

Item	Total Fee
Task 1: Project Management	$73,874
Task 2: Data Collection and Analysis	$40,643
Task 3: Project Refinement	$61,023
Task 4: Preliminary Engineering Report	$31,471
Task 5: Schematic Design Development (30%)	$52,694
Task 6: Design Development (60%)	$91,166
Task 7: Preparation of Contract Documents	$357,206
Task 8: Cost Opinions	$22,294
Task 9: Design Review	$72,166
Task 10: Special Investigation	$48,212
Task 11: Contract Bidding and Award Report	$10,303
Project Total	$861,052

2. The cost for CONSULTANT's services as described in Section I, Scope of Work, is eight hundred sixty one thousand fifty two dollars ($861,052), as further outlined in Exhibit "A."

3. Payment is due upon receipt of CONSULTANT's statement(s) and will be made upon the 30th day of each month.

4. CITY and CONSULTANT may mutually agree to re-allocate tasks, providing the hourly rates described in Section II.B.2. of this Agreement are unchanged.

C. Schedule

Project duration is anticipated to be 14 months from when the consultant receives official Notice to Proceed from CITY. Assuming a Notice to Proceed by mid-December, the work provided under this scope of work is anticipated to the completed per the milestone dates provided in the table below. CONSULTANT will make every effort to complete the work in a timely manner; however, it is agreed that CONSULTANT cannot be responsible for delays occasioned by factors beyond its control, nor by factors that could not reasonably have been foreseen at the time this scope was executed.

Item	Estimated Completion Date
Task 1: Project Management	Throughout Project
Task 2: Data Collection and Analysis	Late -January 2021
Task 3: Project Refinement	Late -February 2021
Task 4: Preliminary Engineering Report	Mid-March 2021
Task 5: Schematic Design Development (30%)	Late -April 2021
Task 6: Design Development (60%)	Late -June 2021

Task 7: Preparation of Contract Documents	Early-February 2022
Task 8: Cost Opinions	Throughout Project
Task 9: Design Review	Throughout Project
Task 10: Special Investigation	Throughout Project
Task 11: Contract Bidding and Award Report	February 2022

SECTION III:

A. Termination of Agreement.

This Agreement may be terminated by CONSULTANT upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CONSULTANT. CITY may terminate this Agreement with thirty (30) days notice without cause and without further liability to CONSULTANT except as designated by this Section. In the event of termination, CONSULTANT shall be paid for services performed to termination date, based upon the work completed. All work including reports, shall become the property of, and shall be surrendered to, CITY.

B. Extent of Agreement.

This Agreement may be amended only by written instrument signed by both parties hereto.

C. Termination of Project.

If any portion of the Project covered by this Agreement shall be suspended, abated, abandoned or terminated, CITY shall pay CONSULTANT for the services rendered to the date of such suspended, abated, abandoned or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the two (2) parties as to the percentage of the work completed.

D. Compliance with Law.

CONSULTANT shall, at all times during the term of this Agreement, comply with all State of Idaho, federal, and Idaho Falls laws, codes, regulations, and policies relative to CONSULTANT's services.

E. Indemnification.

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of CONSULTANT in the performance of professional services under this Agreement, to

the extent that CONSULTANT is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between CONSULTANT and CITY. CONSULTANT shall not be obligated to indemnify CITY for CITY's sole negligence. CITY agrees to indemnity and hold harmless CONSULTANT against damages, liabilities and costs arising from the negligent acts of CITY.

F. Costs and Attorney Fees.

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

G. Jurisdiction and Venue.

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville.

H. Binding of Successors.

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to the other parties to this Agreement and to the partner, successors, assigns, and legal representatives of such other parties with respect to all covenants of this Agreement.

I. Modification and Assignability of Agreement.

This Agreement contains the entire agreement between the parties concerning Project, and no statements, promises, or inducements made by either party, or agents of either party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto. CONSULTANT may not subcontract or assign CONSULTANT's rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

J. CITY's Representatives.

CITY shall designate a representative authorized to act in behalf of CITY. The authorized representative shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

K. Conflict of Interest.

CONSULTANT covenants that they presently have no interest and will not acquire any interest, direct or indirect, in Project which would conflict in any manner or degree with the performance of services hereunder. CONSULTANT further covenants that, in performing this Agreement, they will employ no person who has any such interest.

L. Ownership and Publication of Materials.

All reports, information, data, and other materials prepared by CONSULTANT pursuant to this Agreement shall be the property of CITY, which shall have the exclusive and unrestricted authority to release, publish, or otherwise use them, in whole or in part. All such materials developed under this Agreement shall not be subject to copyright or patent in the United States or in any other country without the prior written approval and express authorization of CITY.

Any reuse of such materials prepared by CONSULTANT outside the scope of work for which they were developed, or any alteration of them whatsoever, without CONSULTANT'S review and approval shall be at CITY'S sole risk.

M. Non-discrimination.

CONSULTANT shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical or mental handicap, gender identity/expression, sexual orientation, veteran's status, or national origin.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated above.

ATTEST:

"CITY"
City of Idaho Falls, Idaho

By_____
Kathy Hampton, City Clerk

By_____
Rebecca L. Noah Casper, Mayor

"CONSULTANT"
Murraysmith, LLC.

By_____
Craig Anderson

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____day of _____, 2020, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, a municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public of Idaho
Residing at: _____
My Commission Expires:_____

(Seal)

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 24th day of December, 2020, before me, the undersigned, a notary public, in and for said State, personally appeared, Craig Anderson, known or identified to me to be the CONSULTANT, and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same on the behalf of Murraysmith, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

JANET KOPPLOW
NOTARY PUBLIC
State of Idaho
Commission No. 29831
My Commission Expires: April 11, 2023

(Seal)

Janet Kopplow
Notary Public of Idaho
Residing at: Idaho Falls
My Commission Expires: 4/11/2023

Memorandum

File #: 20-157 **City Council Meeting**

FROM: Bear Prairie, General Manager
DATE: Tuesday, January 5, 2021
DEPARTMENT: Idaho Falls Power

Subject

Property Purchase Sale Agreement for 3995 Crestwood Lane with TayJor, LLC.

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc)

Approve the Property Purchase Sale Agreement with TayJor, LLC. of Idaho Falls, Idaho for $196,368.48 (or take other action deemed appropriate).

Description, Background Information & Purpose

As subdivisions have developed around the Harrison substation, it's created a limited access route through a residential neighborhood. The situation is not ideal for community members, so IFP has contracted to purchase an adjacent property to the substation where access would then be through a professional business park. At a later date, if it's decided to sell the property, IFP will sell with the contingency of maintaining an easement to the substation with access through the business park.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

This action supports our readiness for managed, well-planned growth and development to support long-term planning processes that include land use, infrastructure and access to public facilities. It also supports the growth element of the IFP Strategic Plan.

Interdepartmental Coordination

Upon approval by City Council and recording by Bonneville County, Municipal Services will include the property in the City asset records. The Legal Department has approved the agreement.

Fiscal Impact

This agreement is within the Idaho Falls Power 2020/21 budget.

Legal Review

Legal has reviewed and approved the agreement.

PURCHASE AND SALE AGREEMENT BETWEEN
CITY OF IDAHO FALLS, IDAHO, AND TAYJOR, LLC

THIS PURCHASE AND SALE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO, AND TAYJOR, LLC, (hereinafter "Agreement"), is made this__day of _____, 20___, by and between City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY" or "BUYER"), and TayJor, LCC, an Idaho Limited Liability Company, whose address is P.O. Box 2002, Idaho Falls, Idaho 83403 (hereinafter "SELLER").

WITNESSETH:

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. SALE: SELLER hereby agrees to sell to BUYER the Property commonly known as 3995 Crestwood Lane, Idaho Falls, Idaho, a rectangular parcel of approximately 28,053 square feet or .611 acres, situate in Bonneville County, Idaho, and is more particularly described as Lot 24, Block 6, George Washington Estates, Division No. 6, as illustrated by Exhibit "A," and, by reference, incorporated into this Agreement as if fully set out herein.

2. PURCHASE PRICE. BUYER agrees to buy the Property and to pay Seller the sum of One Hundred Ninety Six Thousand Three Hundred Sixty Eight Dollars and Forty Eight Cents ($196,368.48). The total purchase price shall be payable as follows:

    a. At Closing. A non-refundable first payment of One Hundred Ninety Six Thousand Three Hundred Sixty Eight Dollars and Forty Eight Cents ($196,368.48) cash shall be paid by BUYER to SELLER upon closing of this Agreement, which will occur within thirty (30) days immediately following a two-thirds (2/3) vote of the Idaho Falls City Council to approve this Agreement. There shall be no interest charged on the unpaid balance of the purchase price from the date of the execution of this Agreement to the date of closing.

3. SELLER'S RIGHT TO APPROVE LOT IMPROVEMENTS. BUYER shall, upon execution of this Purchase and Sale Agreement by all parties, proceed to construct and complete construction of an All Weather Access Road as depicted and illustrated on Exhibit "A" hereto. BUYER shall construct a sidewalk at the perimeter of the Property adjacent to all roads, once all other lots in George Washington Estates, Division No. 6 have installed sidewalks. All parking lots and driveways within the Property shall be constructed of concrete, asphalt, or similar materials.

    SELLER shall have the right to approve or reject all or any part of BUYER's site plans, building elevations, exterior materials, fences, fence locations and fencing materials, landscaping, exterior building materials and color, design features and the location of the All Weather Access Driveway and roads within the Property before construction on any improvement to the above described Property begins. SELLER's approval or rejection shall be

prorated as of closing.

9. SELLER WARRANTIES. No warranties, agreements, or representations, express or implied, have been made or shall be binding upon either party unless set forth in this Agreement. Except as otherwise set forth in this Agreement, BUYER accepts the PROPERTY in an "AS IS" condition, and is purchasing the PROPERTY upon its own examination and judgment, and not by reason of any representation made by SELLER, or SELLER's agents, including but not limited to its condition, size, location, zoning status, covenants, conditions and restrictions, present value, future value, income, or production therefrom.

10. INSPECTION. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER's expense, within twenty (20) days of execution of this Agreement. SELLER agrees to make the PROPERTY available therefor at reasonable times. Should any of these inspections reveal the presence of possible presence of hazardous wastes or toxic substances (as defined by Federal or State health, safety, and water regulations or laws) which constitute a material hindrance to the construction or use of facilities on the PROPERTY, or the intended operation or use of the PROPERTY, then BUYER will promptly notify SELLER of the presence or possible presence of such hazardous wastes or toxic substances and provide SELLER with copies of the inspection results. SELLER shall have ten (10) days in which to respond to BUYER in writing. If SELLER determines not to cure or remediate such hazardous or toxic conditions or materials prior to closing, BUYER may terminate this Agreement.

11. TIME IS OF THE ESSENCE-EXTENSION OF CLOSING. Time is of the essence in this Agreement. However, in the event the transaction contemplated under the terms of this Agreement cannot be closed by the date provided herein for any reason set forth below, then, and in such event, BUYER and SELLER authorize the Closing Agent to extend the date for Closing one time only for a period of not to exceed ten (10) days. The Closing Agent may, in its sole discretion, extend the closing for the following or similar reasons: (1) Delay in preparation, delivery, inadvertent loss, or destruction by the parties, or their representatives Closing Agent, lawyers, title companies, insurers, of contracts or other documents required for Closing; (2) Unavailability, illness or scheduling conflict of BUYER, SELLER, or their representative(s), or Closing Agent on date set for Closing; (3) Extreme inclement weather or hazardous transport conditions. The Closing Agent shall, in the event of any such extension, promptly give notice to the parties at their addresses set forth herein.

12. RISK OF LOSS. Prior to execution of this Agreement, all risk of loss shall remain with SELLER. Thereafter, all risk of loss shall be to BUYER.

13. AMENDMENT. No amendment, alteration or modification of this Agreement shall be effective unless made in writing, duly executed by the parties hereto and in accordance with requirements of Idaho Code.

ATTEST:

CITY OF IDAHO FALLS

_____
Kathy Hampton, City Clerk

By: _____
Rebecca L. Noah Casper, Mayor

TAYJOR, LLC

By: _____
Dave Jorgensen

STATE OF IDAHO)
) ss.
County of Bonneville)

On the _____day of_____, 20___, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public for State of Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: _____

(Seal)

STATE OF IDAHO)
) ss.
County of Bonneville)

On the 15 day of December, 20 20, before me, the undersigned, a notary public in and for said State, personally appeared Dave Jorgensen, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he was authorized to executed the same for and on behalf of TayJor, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

AMY HOLLOWAY
Notary Public
State Of Utah
My Commission Expires 01-04-2021
COMMISSION NO. 692804

_____
Notary Public for State of ~~Idaho~~ Utah
Residing at Idaho Falls, Idaho
My Commission Expires: 01/04/2021

(Seal)

Memorandum

File #: 20-158 **City Council Meeting**

FROM: Bear Prairie, General Manager
DATE: Tuesday, January 5, 2021
DEPARTMENT: Idaho Falls Power

Subject

IF21-07 Construction Agreement with Summit Line Construction 161kV Line Project

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc)

Approve the Summit Line Construction Agreement with Idaho Falls Power (IFP) for the construction of the 161 kV transmission line from Lincoln Rd. to Paine Substation for a not-to-exceed amount of $5,169,234.49 (or take other action deemed appropriate).

Description, Background Information & Purpose

Following a Statement of Qualification (SOQ) on June 6, 2020, IFP solicited bids from eight approved contractors for the construction of the 161 kV Line Project. It is the recommendation of IFP to approve this bid from Summit Line Construction as the lowest responsive bidder. Rocky Mountain Power is a joint owner of this project and agrees that Summit Line Construction is the lowest responsive and responsible bidder. The engineer's cost estimate for this project is $5,116,531.00.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

This action supports our readiness for strong, stable and healthy economic growth, ensuring that provisions of community infrastructure meet current and future needs. This action also supports the growth element of the IFP Strategic Plan.

Interdepartmental Coordination

Municipal Services and Legal conquer that this agreement is appropriate.

Fiscal Impact

This agreement is budgeted for in the Idaho Falls Power 2020/21 CIP budget.

Legal Review

Legal has reviewed the agreement.

SUMMIT LINE
CONSTRUCTION

ORIGINAL

PROGRESSIVE CONSTRUCTION






Idaho Falls Power
Lincoln Rd. - Paine 161kV
Project # IF21-07

Proposal Due: December 15, 2020 2:00 PM

SUMMITLINE CONSTRUCTION

A QUANTA SERVICES COMPANY

December 15, 2020

Attn: Office of the Purchasing Agent
Idaho Falls Power

RE: RPF – Lincoln Rd. – Paine 161kV, Project # IF21-07

Thank you for the opportunity to provide a proposal for the *Lincoln Rd. – Paine 161kV Project*. We have reviewed the scope of the work and identified a final competitive price to complete the work. Summit Line Construction understands the project and is confident we can provide a safe, on time and professional product.

Proposal Includes the following:

- **BID FORM**
- **BID BOND**
- **BIDDERS PRICING SCHEDULE**
- **LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS**
- **EVIDENCE OF AUTHORITY TO DO BUSINESS**
- **EVIDENCE OF CONTRACTORS'S LICENSE**
- **QUALIFICATIONS STATEMENT**
- **AGREEMENT**

We again thank you for the opportunity in allowing us to provide this competitive proposal. Summit Line Construction is committed to fostering a strong relationship and providing a professional product. Please review and contact me with any questions or comments you may have.

Most respectfully,
Loren Chandler
President

BID FORM

SUMMITLINE CONSTRUCTION

A QUANTA SERVICES COMPANY

IDAHO FALLS POWER
LINCOLN RD. – PAINE 161 KV
PROJECT NUMBER IF 21-07
BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 Sealed proposals for furnishing @ as described in "Specifications" will be received at the Office of the Purchasing Agent, 308 Constitution Way, Idaho Falls, Idaho 83402 until 2:00 PM on the 15th day of , 2020, and then will be publicly opened and read. The price page(s) and the signature page(s) of the proposal must be the original--copies or faxed copies are not acceptable and will result in rejection of the bid.

The **Envelope** containing your proposal must be sealed, show the Invitation to Bid Number, the date and time of opening and your Company name. The envelope should be addressed as follows:

Vendor's Name Invitation to Bid #: **IF - 21 – 07** Date: December 15th, 2020 Time: 2:00 PM	Mailing Address **OR** City of Idaho Falls Purchasing Department PO Box 50220 Idaho Falls, ID 83405	Special Delivery City of Idaho Falls Purchasing Department 308 Constitution Way Idaho Falls, ID 83402

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

BIDDER hereby submits this Bid as set forth above:

Bidder: Summit Line Construction, Inc.
(typed or printed name of organization)

By: 
(individual's signature)

Name: Ben Harris
(typed or printed)

Title: Vice President
(typed or printed)

Date: December 11, 2020
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: 
(individual's signature)

Name: Allen McNeil
(typed or printed)

Title: General Counsel
(typed or printed)

Date: December 11, 2020
(typed or printed)

Address for giving notices:
441 W. Power Line Rd
Heber City, UT 84032

Bidder's Contact:

Name: Joshua Knowles
(typed or printed)

Title: Estimator
(typed or printed)

Phone: 435-657-0721

Email: jcknowles@summitlineconstruction.com

Address:
441 W. Power Line Rd
Heber City, UT 84032

Bidder's Contractor License No.: (if applicable) RCE - 297944, expiration 4/6/2021

Registered Principals

Name	Type	City	Status
SUMMIT LINE CONSTRUCTION, INC.	Corporation	HEBER CITY	Active

Position	Name	Address	
Registered Agent	CORPORATION SERVICE COMPANY	15 WEST SOUTH TEMPLE, SUITE 600	Salt Lake City UT 84101
Vice President	GREG AVERETT	441 W. POWER LINE ROAD	HEBER CITY UT 84032
Vice President	LOREN CHANDLER	441 W. POWER LINE ROAD	HEBER CITY UT 84032
Director	GERALD "BJ" A. DUCEY, JR.	2800 POST OAK BLVD STE 2600	HOUSTON TX 77056
Vice President	BEN HARRIS	441 W. POWER LINE RD	HEBER CITY UT 84032
Officer	CLAUDIA G. SANTOS	2800 POST OAK BOULEVARD	HOUSTON TX 77056
President	KARL W. STUDER	295 SOUTH HWY 24	RUPERT ID 83350

If you believe there may be more principals, click here to View Filed Documents

Search by: Business Name | Number | Executive Name | Search Hints

Business Name:

BID BOND

SUMMITLINE CONSTRUCTION

A QUANTA SERVICES COMPANY

IDAHO FALLS POWER

LINCOLN RD. – PAINE 161 kV / PROJECT IF 21-07

BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: **[Full formal name of Bidder]**	Name: **[Full formal name of Surety]**
Address *(principal place of business)*:	Address *(principal place of business)*:
[Address of Bidder's principal place of business] **Summit Line Construction, Inc.** **441 W. Power Line Road** **Heber City, UT 84032**	**[Address of Surety's principal place of business]** **Federal Insurance Company** **202B Hall's Mill Road** **Whitehouse Station, NJ 08889**
Owner	**Bid**
Name: The City of Idaho Falls	Project: Lincoln Rd. – Paine 161 kV
308 Constitution Way, Idaho Falls, Idaho, 83402	Project # IF 21-07
	Bid Due Date: **December 15, 2020** **[Enter date bid is due]**

Bond

Penal Sum: **[Amount]** **Five Percent of Total Amount Bid (5%)**

Date of Bond: **[Date]** **December 15, 2020**

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Summit Line Construction, Inc.	**Federal Insurance Company**
(Full formal name of Bidder)	*(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: BEN HARRIS *(Printed or typed)*	Name: **Cheryl M. Husted** *(Printed or typed)*
Title: VICE - PRESIDENT	Title: **Attorney-In-Fact**
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: JOSH KNOWLES *(Printed or typed)*	Name: **Michelle Fierros** *(Printed or typed)*
Title: WITNESS	Title: **Witness**

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Cheryl M. Husted, Jessica J. Rini and J. R. Trojan of Denver, Colorado ------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **23rd** day of **February, 2017.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this **23rd** day of **February, 2017** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318885
Commission Expires July 16, 2019

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **December 15, 2020**

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

BIDDERS PRICING SCHEDULE

SUMMITLINE CONSTRUCTION

A QUANTA SERVICES COMPANY

BIDDERS PRICING SCHEDULE

Project Name:	**LINCOLN RD - PAINE 161kV**
WBS Element:	**TZPR/2017/C/010/B**
Contractor's Name:	Summit Line Construction
Total Bid:	$5,169,234.49

Item		Description	Major Mat'l By	Minor Mat'l By	Quantity	Unit	Unit Price	Total Amount
		Lincoln Rd - Paine 161 KV Transmission Line WO# 10066786					**Work Order Total**	
06-01-00.00		**General Requirements**					**Subtotal**	**Total**
	1	Construction Management	C	C	1	LS	$14,721.03	$14,721.03
	2	Mobilization & Demobilization	C	C	1	LS	$500,917.78	$500,917.78
	3	Construction Staking Survey	C	C	10.8	MILE	$3,571.59	$3,571.59
06-02-00.00		**Temporary Facilities & Control**					**Subtotal**	**Total**
	1	Traffic Control	C	C	1	LS	$32,480.00	$32,480.00
	2	Temporary Facilities	C	C	1	LS	$3,897.60	$3,897.60

BIDDERS PRICING SCHEDULE

Project Name:	**LINCOLN RD - PAINE 161kV**
WBS Element:	**TZPR/2017/C/010/B**
Contractor's Name:	Summit Line Construction
Total Bid:	$5,169,234.49

Item		Description	Major Mat'l By	Minor Mat'l By	Quantity	Unit	Unit Price	Total Amount
11-09-00.00		**Transmission Insulators**					**Subtotal**	**Total**
	1	Insulators, 161 kV, Paine Substation	P	C	3	EA	$276.01	$828.06
	2	Ground Rod Assembly	C	C	159	EA	$101.20	$16,091.93

BIDDERS PRICING SCHEDULE

Project Name:	**LINCOLN RD - PAINE 161kV**
WBS Element:	**TZPR/2017/C/010/B**
Contractor's Name:	Summit Line Construction
Total Bid:	$5,169,234.49

Item	Description	Major Mat'l By	Minor Mat'l By	Quantity	Unit	Unit Price	Total Amount
	Distribution Underbuild WO#					**Work Order Total**	**Total**
	Distribution Work					**Subtotal**	**Total**
1	Distribution, Remove Poles	P	C	28	EA	$736.06	$20,609.68

LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

SUMMITLINE CONSTRUCTION

A QUANTA SERVICES COMPANY

Idaho Falls Power

Lincoln Rd. – Paine 161 kV / Project IF 21-07

Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract any work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

Subcontractor Name and Address	Classification	License Number
Idaho Traffic Safety Inc 3400 East Sunnyside Road Idaho Falls, ID 84406	Traffic Control	RCE - 13768
Advanced Electrical Systems 441 W. Power Line Rd. Heber City, UT 84032	Testing	029619

SUMMITLINE CONSTRUCTION

A QUANTA SERVICES COMPANY

List of Suppliers

Contractor	Work to Perform	Woman Owned	Minority
Irby	Material Supplier	No	No
Border States	Material Supplier	No	No
Boman Kemp	Rebar Supplier	No	No
Valley Ready Mix	Concrete Supplier	No	No

EVIDENCE OF AUTHORITY TO DO BUSINESS

SUMMITLINE CONSTRUCTION

A QUANTA SERVICES COMPANY

STATE OF IDAHO

Lawerence Denney | Secretary of State
Business Office
450 North 4th Street
PO Box 83720
Boise, ID 83720

December 8, 2020

Request Type: Certificate of Existence/Filing
Request #: 0004094100
Receipt #: 000415657

Issuance Date: 12/08/2020
Copies Requested: 0

Regarding: **SUMMIT LINE CONSTRUCTION, INC**
Filing Type: Foreign Business Corporation
Formation/Qualification Date: 03/01/2010
Status: Active-Good Standing
Duration Term: Perpetual

File # : 563100
Formation Locale: UTAH
Inactive Date:

Certificate of Existence

I, Lawerence Denney, Secretary of State of the State of Idaho, do hereby certify that effective as of the issuance date noted above

SUMMIT LINE CONSTRUCTION, INC

a Corporation formed in the jurisdiction set forth above, is authorized to transact business in this State.

Lawerence Denney
Idaho Secretary of State

Processed By: Business Division

Verification #: 010198323

EVIDENCE OF CONTRACTORS LICENSE

SUMMITLINE CONSTRUCTION

A QUANTA SERVICES COMPANY

Bureau of Occupational Licenses
Department of Self Governing Agencies
The person named has met the requirements for registration and is entitled under the laws and rules of the State of Idaho to operate as a(n)

REGISTERED ENTITY CONTRACTOR

SUMMIT LINE CONSTRUCTION INC
RILEY PROBST, ET AL
441 W POWERLINE RD
HEBER CITY UT 84032

Kelley Packer
Chief, B.O.L.

RCE-29794
Number

04/06/2021
Expires

Your registration must be shown on demand.

carry this copy

display this copy

Bureau of Occupational Licenses
Department of Self Governing Agencies
The person named has met the requirements for registration and is entitled under the laws and rules of the State of Idaho to operate as a(n)

REGISTERED ENTITY CONTRACTOR

SUMMIT LINE CONSTRUCTION INC
RILEY PROBST, ET AL
441 W POWERLINE RD
HEBER CITY UT 84032

Kelley Packer
Chief, B.O.L.

RCE-29794
Number

04/06/2021
Expires

04/07/2020

SUMMIT LINE CONSTRUCTION INC
RILEY PROBST, ET AL
441 W POWERLINE RD
HEBER CITY UT 84032

jscott
104

QUALIFICATIONS STATEMENT

SUMMITLINE CONSTRUCTION

A QUANTA SERVICES COMPANY

SUMMITLINE CONSTRUCTION

A QUANTA SERVICES COMPANY

Idaho Falls Power
Lincoln Rd. – Paine 161kV
CONTRACTOR QUALIFICATIONS

Summit Line works to develop harmonious and productive relationships with our customers. We work to meet and exceed customer's standards and expectations. Summit Line works to complete projects in a safe, productive and professional manner.

Summit Line Construction has equipment resources and approximately 200-line workers, electricians, and substation technicians. Our current resources are sufficient for approximately 20-line crews, and 10 substation crews. Additional equipment and manpower can be utilized when needed.

Summit Line has highly trained staff and equipment dedicated to substation projects and to see that such projects are completed with the highest level of quality and craftsmanship. We can complete most transmission line work without the use of subcontractors. We can dig, form and pour foundations, and complete all structure erection and wire installation.

Summit Line Construction Team is committed to the health and safety of its employees, customers, subcontractors and communities in which we work, to ensure a safe work environment and have zero unsafe acts. Our goal to complete all projects in an efficient, productive manner incorporating safe working methods and strong safety consciousness by all our employees, supervisors, subcontractors and related project personnel.

Summit Line Construction will provide overall transmission line service scope. Summit will deliver project management, procurement, and construction services. The foundation for any successful project starts with early planning. Summit Line stands ready today with a full team committed to invest in the effort required to minimize construction risk and overall cost, competitive market pricing for materials, and construction resource planning.

SAFETY

Quanta's Corporate Health and Safety Program is the foundation of all Summit Line Construction team project activities. All project staff receives training applicable to the field activities associated with their tasks and exposures. It is the responsibility of the Project Manager and Construction Project Manager, in conjunction with the project health and safety manager to determine what health and safety hazards will be encountered during project

execution. They consult on the requirements for training, personal protective equipment, and safe work procedures. These requirements are then written into a Job Safety Analysis (JSA) and a Site Safety and Health Plan (SSHP) in accordance with EM385-1-1 and applicable state and federal regulations. This includes development of a Task Hazard Analysis (THA) for each major project field task which is incorporated into the JSA/SSHP and used as briefing tools during daily tailgate safety briefings at the site, prior to beginning work each day.

QUALITY

Summit Line will develop a project-specific Quality Management Plan (QMP) with Quality Assurance and Quality Control (QA\QC) plans clearly identifying requirements and processes necessary to provide that each deliverable meets Idaho Falls Power project Quality Assurance requirements. This will be to provide an objective for consistent quality to meet applicable industry standards and provide the project with plans, procedures and guidelines necessary to execute quality activities meeting the requirements for the project. The QMP will include an overview of the quality organization with roles and responsibilities and elements specific to the project to summarize the overall approach to quality for procedures, instructions, records and forms used. This will include procedures for distribution of construction documents, request for information, submittal and quality management of engineering design including deliverables to the Invenergy as well as procedures for management. Prior to the construction phase the plan will have a quality control component for procurement of materials and equipment to handle bills of materials, vendor submittals, subcontractor submittals, receiving, storage and handling requirements of material and equipment and associated documentation. During construction QA\QC Lead will monitor quality control over suppliers and manufacturers of the products and services provided, the site conditions and work constructed, materials and equipment installed for workmanship to provide the specified quality requirement. All work in the field will be monitored. Any quality issues or rework will be managed and documented per QMP requirements.

PROCUREMENT

All procurement activities are integrated with Engineering (by others) and Construction from conceptual design through project completion. Procurement activities for the Lincoln Rd. – Paine 161kV Transmission Line project are to provide the material listed in the Bill of Material and ensure that it is the highest quality.

Summit Line construction will procure all material and hardware per the bid documents. Summit has included the Sales tax on Idaho Falls purchased material in the Mobilization and De-mobilization line item of the bid schedule.

Upon award Procurement will establish milestones within the baseline project schedule and will be adjusted as the project progresses from procurement through construction. Procurement progress is monitored frequently and reported on in weekly progress meetings. Project procurement is monitored through our management team.

LINE CONSTRUCTION

Summit Line's plan for the execution of construction activities to construct the Idaho Falls Power Overhead Line project is based on our extensive, successful experience completing many similar transmission line projects.

Our Construction Plan is an aggregate of best practices that apply to the required construction works of this project and stringent construction standards. Construction project planning includes defining the work task, understanding the applicable restrictions, sequence of work, construction methods, roles and responsibilities, and planning of resources to complete the work as per schedule. Our plan includes construction methods to streamline the construction process for the number of crews and disciplines that we will have onsite.

- *SPOTTING CREWS*

Material spotting will be performed in stages. To align with planned construction schedule, crew(s) will work linearly in line sections that will be able to be completely erected. The spotting activities will be in advance of the ground framing crew. Material and Spotting Crew's will spot the structures along the ROW. Summit Line's material manager will be responsible to insure accountability of materials from supplier, to crews, to the ROW. The Spotting Crew will properly secure loads for transportation and dispense structures and associated assembly hardware at the proper locations for framing and installation. Our Crews will consist of a team of 4 individuals using semis and trailers capable of overland travel to move materials from the respective yard(s) to the ROW. They will also be responsible to make sure the correct structures and associated hardware are in the correct locations. This will allow the framing crew to assemble structures in an efficient manner. As sections of the line are framed, set and ready for conductor, the crew will deliver the conductor to designated pulling sites allowing streamline construction.

- *STRUCTURES*

The assembly crew will follow behind the spotting crew and begin the framing process. The poles will be set individually, and cross arms and x-braces will be aerial framed. Each structure will undergo a QA/QC process to ensure that all requirements have been met prior to wire pulling operations. Where required, guy wires will be installed to the anchors and tensioned according to engineering specifications. Once set, the structures will be grounded ahead of wire installation. All grounds will be tested with a megger to measure that the ground resistance meets engineering specifications.

- *CONDUCTOR AND FIBER INSTALLATION*

Wire pulling and tensioning sites will be prepared by the ROW contractor prior to wire pulling operations. These areas will be cleared and graded to provide a level stable working surface. A stringing plan will be provided for approval, that details the pull locations, pull lengths, and which wire reels are assigned to each location. This plan will be used to ensure that the correct wire reels are delivered to the correct location. Guard structure locations will be identified at areas such as road crossings, existing distribution and transmission line crossings. Guard structures, whether wood poles or crane mounted, will be installed ahead of stringing. Wire pulling and tensioning equipment will be set up in line with the structures at distances that achieve the required slope for pulling. The conductors will be installed per the engineering requirements. In locations where pulls are not able to reach the next dead-end structure, the conductors will be brought to snub anchors at specific locations. These anchors will be rated for the tensions created during pulling and sagging operations. All rigging for wire pulling operations will be inspected daily and prior to use at each wire pull location.

Once installed, the conductors will be sagged using the transit method and clipped based on provided engineering calculations. Clipping will be completed in a sequence to ensure that the proper sag tension is maintain at each structure based on the calculations provided.

Before crossing existing circuits, highways, railroads or telephone lines, the parties having jurisdiction will be notified in advance of the crossing. When crossing an existing power line, we would first request an outage. After scheduling, obtaining proper clearances, and grounding all phases of the de-energized line, the crossing will be made.
We again thank you for the opportunity in allowing us to provide this competitive bid. Summit Line Construction is committed to fostering a strong relationship and providing a professional product. Please review and contact me with any questions or comments you may have.

SUMMITLINE CONSTRUCTION

A QUANTA SERVICES COMPANY

Summit Line has been working in the Idaho Falls area on a project for Rocky Mountain Power. We understand the weather and have relationships with local vendors that will allow us to complete this project safely and with the highest degree of quality. Below are few projects that we have recently completed.

RMP – Goshen – Sugarmill 161kV Transmission Line

Job Description: Installation of approximately 25 miles of 161kV transmission and associated distribution, and the wreck out of abandoned or rebuilt facilities. Construction includes the installation of (46) concrete pier foundations, double and single circuit construction, and installation of access roads. The project also includes moving (5) transmission lines to terminate in new substation bays at the Goshen substation.

RMP – Gateway Transmission Line Construction

Job Description: EPC project that consists of 140 miles of single circuit, triple bundle 500KV Transmission Line, and 5 miles of single circuit, triple bundle 345kV Transmission Line. Work includes installation of (4) concrete pier foundations for each 500kV Lattice Tower. The 345kV Transmission line consisted of steel 3 pole deadends on foundations, and direct embed H-Frame structures.

RMP – Rigby to Rexburg

Job Description: Replace the existing 69kV transmission line from Rigby Substation to Rexburg Substation with a 161kV transmission line. A portion of the transmission line alignment includes distribution underbuild.

AGREEMENT

SUMMITLINE CONSTRUCTION

A QUANTA SERVICES COMPANY

IDAHO FALLS POWER
LINCOLN RD. – PAINE 161 KV / PROJECT IF 21-07

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION

This Agreement is by and between **City of Idaho Falls dba. Idaho Falls Power** ("Owner") and **[name of contracting entity]** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Construction of a 161 kV transmission line from Lincoln Rd. to Paine Substation as specified in the Specifications and Design Drawings for the project.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **The Contractor suppling all the labor, expertise, equipment and materials as specified in the construction documents to construct a 161kV transmission line. The scope of work incudes but is not limited to excavating and setting steel pole foundations, framing and setting of steel and wood pole structures. The stringing, properly sagging, and clipping in of conductors. The length of the line is approximately 10.8 miles.**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Power Engineers** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within two hundred seventy **(270)** days after the date of the Notice to Proceed, and as provided in Paragraph 4.01 of the General Conditions, and

completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within Ten (10)days after the date when the Contract Times commence to run.

4.04 *Milestones*

A. Parts of the Work must be substantially completed on or before the following;

270 days after the date of the Notice to Proceed, the Contractor will have completed construction activities and the Sugarmill – Paine 161kV transmission line will have been commissioned and capable of being in-service.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $**1000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $**500** for each day that expires after such time until the Work is completed and ready for final payment.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **fifth (5)** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. Ninety **(90)** percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer or Project Manager, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage;

2) Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100%** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200%** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in IFB Lincoln Rd. – Paine book 1 by Power Engineers.
6. Construction Drawings listed in IFB Lincoln Rd. – Paine book 2 by Power Engineers
7. Pacificorp's Standard for Drilled Piers Section 02360T
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond

A. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

12. The Contractor is an appropriately licensed public works contractor per Idaho Code Section 54-1902.

13. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are ISPWC Division 100 ~~EJCDC® C-700~~, Standard General Conditions for the Construction Contract ~~(2018)~~, published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:	Contractor:
City of Idaho Falls *(typed or printed name of organization)*	Summit Line Construction, Inc. *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: December 11, 2020 *(date signed)*
Name: Rebecca Noah Casper *(typed or printed)*	Name: Ben Harris *(typed or printed)*
Title: Mayor *(typed or printed)*	Title: Vice President *(typed or printed)* *(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: _____ Allen McNeil *(individual's signature)*
Title: _____ *(typed or printed)*	Title: General Counsel *(typed or printed)*
Address for giving notices:	Address for giving notices:
_____ _____ _____	Summit Line Construction 441 W Power Line Rd. Heber City, UT 84032
Designated Representative:	Designated Representative:
Name: _____ *(typed or printed)*	Name: Chad Colarusso *(typed or printed)*
Title: _____ *(typed or printed)*	Title: Project Manager *(typed or printed)*
Address:	Address:
_____ _____ _____	Summit Line Construction 441 W Power Line Rd. Heber City, UT 84032
Phone: _____	Phone: 435-657-0721
Email: _____ *(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	Email: ccolarusso@summitlineconstruction.com License No.: RCE-297944 *(where applicable)* State: Idaho

Bid Tabulation for Idaho Falls Power Lincoln Rd – Paine 161 kV / Project # IF 21-07

Bid Opening December 15, 2020, 2:00 p.m. local time

Bidder's Name	Ward Electric	Summit Line Construction	Michels Power	Titan Electric	Rocky Mountain Contractors Inc.	Sturgeon Electric	Wasatch Electric	Cache Valley Electric	
Public Works License – Yes/ No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
5% Bid Bond Included – Yes / No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Exceptions Yes / No	No	No	No	No	No	No	No	No	
Total Bid Amount	$8,236,601.34	$5,169,234,.49	$5,834,751.87	$5,952,169.59	$6,958,432.00	$6,848,551.61	$6,823,871.00	$5,843,649.00	

Memorandum

File #: 20-165 **City Council Meeting**

FROM: Bear Prairie, General Manager
DATE: Thursday, January 7, 2021
DEPARTMENT: Idaho Falls Power

Subject

IF21-09 Construction Agreement with Bodec, Inc. for Construction of 161 kV Paine Substation

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the Bodec, Inc. Construction Agreement with Idaho Falls Power (IFP) for the construction of the new 161 kV Paine Substation for a not-to-exceed amount of $2,490,568.41 (or take other action deemed appropriate).

Description, Background Information & Purpose

IFP received seven bids for the construction of the new 161 kV Paine Substation project and it is at the recommendation of IFP to approve this bid from Bodec Inc. of Price, Utah as the lowest responsible and responsive bidder. The engineer's cost estimate from 2019 for this project is $2,000,000.00.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

This action supports our readiness for strong, stable and healthy economic growth, ensuring that provisions of community infrastructure meet current and future needs. This action also supports the growth element of the IFP Strategic Plan.

Interdepartmental Coordination

Municipal Services and The City Attorney conquer that this agreement is appropriate.

Fiscal Impact

This agreement is budgeted for in the Idaho Falls Power 2020/21 CIP budget.

Legal Review

Legal has reviewed this agreement.

IDAHO FALLS POWER
PAINE SUBSTATION CONSTRUCTION / PROJECT IF 21-09

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION

This Agreement is by and between **City of Idaho Falls dba. Idaho Falls Power** ("Owner") and **[name of contracting entity]** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Construction of a 161/46/12.5 kV Paine Substation as specified in the Specifications and Design Drawings for the project.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **The Contractor suppling all the labor, expertise, equipment and materials as specified in the construction documents to construct a 161/46/12.5 kV substation. The scope of work incudes but is not limited to: excavating and setting ground grid and concrete foundations, framing and setting of steel structures, buss work, setting and wiring of transformers, breakers, switches, control house and relay wiring.**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **HDR Engineers** ("Engineer") to act as Engineer, and have the rights and authority assigned to Engineer in the Contract. The Owner's Representative will be Richard Malloy, Project Manager for Idaho Falls Power

3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within two hundred seventy (**270)** days after the date of the Notice to Proceed, and as provided in Paragraph 4.01 of the General Conditions, and

completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within Ten (10)days after the date when the Contract Times commence to run.

4.04 *Milestones*

A. Parts of the Work must be substantially completed on or before the following;

270 days after the date of the Notice to Proceed, the Contractor will have completed construction activities and the Paine substation will have been commissioned and capable of being in-service.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $**1000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $**500** for each day that expires after such time until the Work is completed and ready for final payment.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **fifth (5)** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. Ninety **(90)** percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer or Project Manager, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage;

2) Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100%** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200%** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Contract Drawings as issued by HDR Engineers.
6. Control Package as issued by HDR Engineers.
7. Construction Specifications as issued by HDR Engineers.
8. Appendix B – Equipment Drawings
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are attached hereto for reference:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

A. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

12. The Contractor is an appropriately licensed public works contractor per Idaho Code Section 54-1902.

13. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are ISPWC Division 100 ~~EJCDC® C-700~~, Standard General Conditions for the Construction Contract ~~(2018)~~, published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:	Contractor:
City of Idaho Falls *(typed or printed name of organization)*	_____ *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: _____ *(date signed)*
Name: Rebecca Noah Casper *(typed or printed)*	Name: _____ *(typed or printed)*
Title: Mayor *(typed or printed)*	Title: _____ *(typed or printed)* *(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address for giving notices:	Address for giving notices:
Designated Representative:	Designated Representative:
Name: _____ *(typed or printed)*	Name: _____ *(typed or printed)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address:	Address:
Phone: _____	Phone: _____
Email: _____ *(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	Email: _____ License No.: _____ *(where applicable)* State: _____

Bid Tabulation for Idaho Falls Power Paine Substation Construction / Project # IF 21-09

Bid Opening January 5th, 2021, 2:00 p.m. local time

Bidder's Name	Michels Power Inc Neenah, WI	Bodec Inc. Price UT	Summit Line Const. Heber City, UT	Sayers Const Inc San Marcos, TX	Sentry Electrical Lawrenceville, GA	Cache Valley Electric SLC, UT	Forbes Bros. Salem, UT		
Public Works License – Yes/ No	Yes	Yes	Yes	Yes	No	Yes	No		
5% Bid Bond Included – Yes / No	Yes	Yes	Yes	Yes	No	Yes	Yes		
Exceptions Yes / No	No	No	No	No	No	No	No		
Total Bid Amount	$3,324,082.12	$2,490,568.41	$2,964,058.00	$3,462,306.13	$2,383,091.03	$2,796,640.00	$2,349,685.85		

Memorandum

File #: 20-162 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, January 7, 2021
DEPARTMENT: Municipal Services

Subject

Bid IF-21-13, Purchase of Structural Steel and Materials for Idaho Falls Power Paine Substation

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the lowest responsive and responsible bidder Klute, Inc. for lump sum total of $240,054.28 or take other action deemed appropriate. The lowest bid received from Galvanizers, Inc. was deemed an incomplete bid.

Description, Background Information & Purpose

This purchase will provide structural steel and materials identified in the technical specifications and structural drawings for the Idaho Falls Power Paine Substation.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

The purchase of the structural steel and materials supports the well planned growth and development community-oriented result by providing structural materials needed for the Idaho Falls Power Paine

Substation.

Interdepartmental Coordination

Idaho Falls Power concurs with the recommendation for award.

Fiscal Impact

Funds for the purchase of structural steel and materials are budgeted in the Idaho Falls Power Paine Substation capital improvement project.

Legal Review

Legal has reviewed the bid process and concurs the Council action desired is within State Statutes.

CITY OF IDAHO FALLS

PO BOX 50220
IDAHO FALLS, ID 83405-0220
Phone 208-612-8433

Office of Purchasing Agent

Opening Date: December 21, 2020

TABULATION BID IF-21-13

Structural Steel and Hardware Paine Substation

BIDDER City, State	1) Galvanizers, Inc. West Fargo, ND	2) Continental Steel Corporation Salt Lake City, UT	3) Klute Inc. York, NE	4) DIS-TRAN Steel Pineville, LA	5) Pacific Steel Structures, LLC Greenacres, WA	6) Western Utility Telecom, Inc. Salem, OR			
Addendums 1	N	N	N	N	N	Y			
Delivery Time	None indicated	18 Week ARO	25 Weeks	Tapered Tubular 22 Weeks, standard Structure 15 Weeks	10-12 Weeks from Drawings	Bolts March 29, 2021 – Steel June 14, 2021			
Total Lump Sum Bid	$238,250.68	$290,474.00	$240,054.28	$277,484.00	$262,304.00	$343,029.78			

Memorandum

File #: 20-163 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, January 7, 2021
DEPARTMENT: Municipal Services

Subject

Bid IF-21-14, Request to Purchase Wood Power Poles for Idaho Falls Power

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc.)

Authorization to enter into the open market to purchase wood power poles for Idaho Falls Power based on the engineer's estimate of $130,020.00 or take other action deemed appropriate.

Description, Background Information & Purpose

Bid IF-21-14 was published and did not receive any bidders. With no bids received and to expedite this purchase for the Paine Substation project, Idaho Falls Power would like to enter into the open market.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

The purchase of the wood power poles supports the well-planned growth and development community-oriented results by providing materials needed for the Idaho Falls Power Paine Substation project.

Interdepartmental Coordination

Idaho Falls Power concurs with this recommendation.

Fiscal Impact

Funds to purchase the wood power poles are within the Idaho Falls Power Paine Substation project capital improvement budget.

Legal Review

Legal has reviewed the bid process and concurs that the Council action desired is within State Statutes.

Memorandum

File #: 20-164 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, January 7, 2021
DEPARTMENT: Municipal Services

Subject

Bid IF-21-15, Purchase of Conductor, Insulator and Switches for Idaho Falls Power

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc.)

Authorization to enter into the open market to purchase conductor, insulator and switches for Idaho Falls Power based on the engineer's estimate of $1,382,100 or take other action deemed appropriate.

Description, Background Information & Purpose

Bid IF-21-15 was published and did not receive any bidders. With no bids received and to expedite this purchase for the Paine Substation project, Idaho Falls Power would like to enter into the open market.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

The purchase of the materials supports the well planned growth and development community-oriented result by providing materials needed for the Idaho Falls Power Paine Substation project.

Interdepartmental Coordination

Idaho Falls Power concurs with this recommendation.

Fiscal Impact

Funds to purchase the materials are within the Idaho Falls Power Substation project capital improvement budget.

Legal Review

Legal has reviewed the bid process and concurs that the Council action desired is within State Statutes.

Memorandum

File #: 20-169 **City Council Meeting**

FROM: Randy Fife
DATE: Friday, January 8, 2021
DEPARTMENT: City Attorney

Subject

Ordinance Standardizing References to City Clerk

Council Action Desired

☒ Ordinance ☐ Resolution ☐ Public Hearing

☐ Other Action (Approval, Authorization, Ratification, etc.)

Approve the ordinance amending City Code to standardize references to the Clerk under a suspension of the rules requiring three complete and separate readings, and request 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, or take other action deemed appropriate.)

Description, Background Information & Purpose

As part of the ongoing effort to standardize, streamline, and make the City Code more clear and useful, changes proposed refer to the City Clerk as “Clerk” throughout the Code.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

Promotes good government.

Interdepartmental Coordination

Not applicable.

Fiscal Impact

None

Legal Review

Drafted and reviewed by the City Attorney Department.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF IDAHO FALLS CITY CODE, AMENDING NUMEROUS CITY CODE PROVISIONS TO STANDARDIZE REFERENCES TO THE CITY CLERK, AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the Idaho Falls City Code contains general laws promulgated by the Council; and

WHEREAS, from time to time, changes to definitions, references, and grammar can simplify and make the Code easier to read and understand; and

WHEREAS, consistency within the Code promotes understanding and interpretation of the Code; and

WHEREAS, to that end, references to the City Clerk are standardized in this Ordinance to reflect the definition of "Clerk" established in Title 1 of the Code .

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

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

…

1-6-3: OPEN MEETINGS: All regular and special meetings of the Council shall be open to the public, except the Council may retire into a closed executive session upon a ~~twothirds~~two thirds roll-call vote recorded in the minutes of the meetings after the presiding officer has identified the statutory authorization for such meeting under the provisions of the Idaho Code. The ~~City~~ Clerk shall record the vote of Council to retire into executive session and the Clerk shall state in the minutes the general purpose for such session. The Clerk or any other person appointed by the Mayor shall keep such minutes as will indicate the general tenor of the meeting, which minutes shall be recorded in the Clerk's journal. No final decision for which an affirmative vote of a majority of the Council is required by law, may be made while the Council is in executive session. For the purposes hereof, the term "meeting" shall mean any convocation of the members of the Council for the purpose of making a decision or deliberating toward a decision on any matter. Nothing herein shall apply to any convocation of less than a quorum of the members of the Council.

…

1-6-7: CONSENT AGENDA: Whenever the Mayor considers an item to be routine and non-controversial, he or she may place the same on the consent agenda for consideration at any regular meeting of the Council, provided, however, any action which may be taken only by ordinance may not be placed on the consent agenda. Items of business on the consent agenda may include, but

need not be limited to the following: approval of minutes; approval of citizen appointments; referrals to committees; approval of reports; approval of authorization of communications; approval of resolutions or other items which had been considered by the Council at earlier meetings and setting of public hearings. The consent agenda may be considered by the Council as a single item and may be introduced by a motion to approve the consent agenda. On objection to the inclusion of any item on the consent agenda by any member of the Council, that item shall be removed from the consent agenda and may be considered at any time in the meeting which the Mayor deems appropriate. Neither a formal motion nor a second is necessary to remove an item from the consent agenda. Such objections shall be recorded prior to taking the vote to approve the consent agenda. There shall be no debate or discussion of any item on a consent agenda beyond asking questions for a simple verification. Passage of the consent agenda shall be fully equivalent to approval, adoption, or enactment of each motion, resolution or other item of business thereon as if each item thereon had been acted upon individually. Approval of the motion must be by a roll call vote. The ~~City~~ Clerk shall record in the Council minutes each item passed under the consent agenda, individually and in full.

…

1-6-9: ELECTION OR APPOINTMENT BY COUNCIL SEAT: All members of the Council shall be elected or appointed to a designated seat on the Council. The ~~City~~ Clerk shall assign a permanent number from one to six for each council seat. Candidates for odd-numbered seats shall stand for election in one biennial election and candidates for even-numbered seats shall stand for election in the next biennial election. The Clerk shall maintain a written record of the numbers assigned to each seat and the identity of the Council member occupying the same. The ~~City~~ Clerk shall provide a copy of such record upon request of any person during the regular office hours of the Clerk.

1-6-10: DECLARATION OF CANDIDACY: Each candidate shall file a Declaration of Candidacy with the ~~City~~ Clerk before any Petition of Nomination is signed or circulated. Such declaration shall be in substantially the following form:

_____DECLARATION OF CANDIDACY

_____I, the undersigned, being a qualified elector of the City of Idaho Falls, State of Idaho, hereby declare myself to be a candidate for the office of City Council member, Seat No. _____, for a term of four (4) years, to be voted for at the election to be held on the _____ day of _____, 20___, and certify that I possess or will possess the legal qualifications to fill said office, and that my mailing address is _____, Idaho Falls, Idaho _____. (Signed)

Candidate STATE OF IDAHO)
_____: ss.
County of Bonneville _____)

_____SUBSCRIBED AND SWORN to before me this _____ day of _____, ~~19~~20___. _____ Notary Public for Idaho Residing at: _____ My commission expires: _____

…

1-6-15: RUN-OFF ELECTIONS CITY COUNCIL SEATS: A majority of the votes cast for the

office of city council member shall be required for election of any candidate to that office. In the event no candidate in any City Council seat race, receives a majority of the votes cast at any general election, a run-off election shall be held between the two (2) candidates receiving the highest number of votes cast. In the event of a tie between the candidates receiving the second and third highest number of votes cast, selection of the candidate to oppose the candidate receiving the highest number of votes, shall be decided by the toss of a coin. Such run-off election shall be conducted in the same manner as for a general election and within thirty (30) days of the general election, and shall not be subject to the limitations upon elections set forth in Idaho Code Section~~s~~ 34-106 and 50-429. The first notice of election shall be published by the ~~City~~ Clerk in the official newspaper not less than twenty (20) days next preceding any run-off election, and the designation of polling places shall be made by the ~~City~~ Clerk prior to such publication. The results of such run-off election shall be subject to any change in outcome as a result of a recount of the ballots pursuant to Idaho Code Section 50-~~471~~416. If, as a result of such recount, a candidate receives a majority of the votes cast and such recount becomes final at least forty-eight (48) hours prior to the commencement of such run-off election, the run-off election may be canceled by order of the City Council.

…

1-8-5: AVAILABILITY OF POLICIES: Any person hired after the effective date of this Code shall be given a copy of the Personnel Policy, the Code of Conduct and his or her pay grade classification schedule at the time he or she is hired. Notwithstanding the foregoing, nothing herein shall prevent the application or enforcement of any policy or procedure set forth in the Personnel Policy or Code of Conduct in the event an employee fails to receive a copy thereof at the time of his or her employment. One copy of the Personnel Policy, Code of Conduct and classified pay grade schedules shall be maintained in the office of the ~~City~~ Clerk, Personnel Department and each department of the City. If the Personnel Policy or Code of Conduct is amended or modified after the effective date of this Code, a copy of such amendment or modification shall be posted for a period of not less than two weeks in the office of the ~~City~~ Clerk, Personnel Department and in a conspicuous place in each of the administrative offices of each department of the City.

…

1-9-1: OATH: Every elective officer of the City, before duty, shall take and subscribe before a person authorized to administer public oaths, an oath substantially in the following form:

> I do solemnly swear (or affirm, as the case may be) that I will support the Constitution of the United States, the Constitution and Laws of the State of Idaho and the City of Idaho Falls, and that I will faithfully discharge the duties of (insert office) according to the best of my ability.

Said oath shall be certified by the officer before whom it was taken and the subscribed oath and certification shall be filed with the ~~City~~ Clerk.

1-9-2: BONDS: Before performing any duties of their respective offices, the following appointive officers shall furnish an official bond in the following amounts:

Director of Municipal Services $5,000
Controller $5,000
Clerk $5,000
Treasurer $5,000

Deputy Treasurer $5,000
Purchasing Agent $1,000
Water Superintendent $2,000
City Engineer $1,000
Fire Chief $1,000
Street Superintendent $1,000

All officers and employees of the Police Department shall be covered by a blanket bond as follows:

Chief of Police $2,000
All other officers or employees $1,000

All office employees in the Mayor and ~~City~~ Clerk's office and all building inspectors shall be covered a blanket bond in the amount of five thousand dollars ($5,000).

Such bonds shall be approved by the Mayor and Council and shall be filed with the Clerk, except the bond of the ~~City~~ Clerk, which shall be filed with Mayor. The premiums on such bonds shall be paid by the City.

…

1-12-2: APPROVAL OF INITIAL PETITIONS FOR INITIATIVE AND REFERENDUM:

(A) Before beginning to circulate any petition for the referendum to the people of any ordinance passed by the City Council, or for any ordinance proposed by initiative, the person or persons or organization or organizations under whose authority the measure is to be referred or initiated shall send or deliver to the ~~City~~ Clerk an initial petition duly signed by at least twenty (20) qualified electors of the City. A full and correct copy of the ordinance or measure so proposed by initiative petition, or a full and correct copy of the ordinance or measure on which the referendum is demanded, as the case may be, shall be attached to such initial petition. An electronic or digital copy of the proposed ordinance or measure, in Word, WordPerfect or ASCII format, using such storage media as may be determined by the ~~City~~ Clerk, shall also accompany the filing. Ordinances proposed by initiative shall contain a blank line for the ordinance number and a descriptive title at the top of the page, an ordaining clause as required by Section 50-901, Idaho Code, separately numbered sections with descriptive section titles, signature lines for the Mayor and ~~City~~ Clerk, and shall generally conform to the ordinance style determined by the ~~City~~ Clerk. The ~~City~~ Clerk shall, upon request, provide to the petitioners a sample copy of an ordinance conforming to such style. Upon request, the ~~City~~ Clerk shall also provide to such persons one photocopy or digital copy of any ordinance or Chapter in the City Code which is proposed to be subject to referendum.

(B) Upon receipt of a complete petition conforming to the requirements of the preceding section, the ~~City~~ Clerk shall expeditiously determine whether the petition contains the requisite number of signatures and conforms to the required ordinance style. In making such determination, the ~~City~~ Clerk may consult with the Bonneville County Election Clerk in order to determine whether all signators on the petition are qualified electors. Upon completion of such determination, the Clerk shall forthwith notify the petitioner or petitioners of such determination. If the requisite number of signatures is reflected upon the petition, and the petition and accompanying measure are in proper form and style, the ~~City~~

Clerk shall file the petition in his or her office and immediately transmit a copy of the petition to the City Attorney for the issuance of the certificate of review as provided in section three (3) of this Chapter.

(C) Initial petitions for referendum containing the requisite number of signatures shall be filed with the ~~City~~ Clerk not less than sixty (60) days following final publication of the subject ordinance, as provided in § 50-901, Idaho Code.

(D) Concurrently with the filing of an initial petition for initiative or referendum, the petitioner or petitioners shall complete and deliver to the ~~City~~ Clerk an application form stating his or her name, mailing address and telephone number. The application form shall be in such form as may be prescribed by the ~~City~~ Clerk.

1-12-3: REVIEW OF INITIATIVE AND REFERENDUM PETITIONS BY CITY ATTORNEY:

(A) After receiving a copy of the petition from the ~~City~~ Clerk, the City Attorney may confer with the petitioner and shall, within twenty (20) business days from receipt thereof, review the proposal for matters of substantive import and shall recommend to the petitioner such revisions or alterations of the measure as may be deemed necessary and appropriate. The recommendations of the City Attorney shall be advisory only and the petitioner may accept or reject them in whole or in part. The City Attorney shall issue and file a certificate of review with the ~~City~~ Clerk certifying that he has reviewed the measure for form and style and that the recommendations thereon, if any, have been delivered to the petitioner. Such certificate shall be issued whether or not the petitioner accepts the City Attorney's recommendations. The certificate of review shall be available for public inspection in the office of the ~~City~~ Clerk. Within fifteen (15) business days after the filing of the certificate of review, the petitioner, if he or she desires to proceed with sponsorship of the petition, shall file the measure with the ~~City~~ Clerk who shall assign a number to the measure and shall forthwith submit to the City Attorney two (2) copies of the measure filed. Within five (5) business days after receiving such copies, the City Attorney shall provide a ballot title therefor and return one of said copies to the ~~City~~ Clerk, together with the ballot title so prepared by him. A copy of the ballot title as prepared by the City Attorney shall be furnished by the ~~City~~ Clerk with his or her approved form of any initiative or referendum petition, as provided herein, to the person or persons or organization or organizations under whose authority the measure is initiated or referred. The approved ballot title shall be used and printed on each petition or copy thereof when in circulation; the short title shall be printed in type not less than twenty (20) points on the covers of all such petitions circulated for signatures. The ballot title shall contain (1) a distinctive short title not exceeding twenty (20) words by which the measure is commonly referred to or spoken of and which shall be printed in the foot margin of each signature sheet of the petition, and (2) a statement title expressing in not more than two hundred (200) words the purpose of the measure. In drafting such ballot title the City Attorney shall provide a true and impartial statement of the purpose of the measure. The ballot title shall be included as part of the measure when it is printed on the official ballot for any election to consider an initiative or referendum measure.

(B) Any person who is dissatisfied with the ballot title or the short title provided by the City Attorney, may petition to the District Court of Bonneville County, praying for a

different title and setting forth the reason why the title prepared by the City Attorney is insufficient, prejudicial or unfair. No petition shall be allowed from the decision of the City Attorney on a ballot title unless the same is taken within twenty (20) days after the ballot title is filed in the office of the ~~City~~ Clerk. The District Court of Bonneville County shall thereupon examine the measure, hear argument, and in its decision thereon certify to the ~~City~~ Clerk a ballot title and a short title for the measure in accordance with this section. The ~~City~~ Clerk shall print on the official ballot for any special election subsequently ordered, the title thus certified. Any qualified elector of the City may, at any time after the City Attorney has issued a certificate of review, bring an action in the District Court of Bonneville County to determine the constitutionality of any initiative.

…

1-12-4: CIRCULATION OF FINAL PETITIONS:

…

(B) All petitions for the initiative and for the referendum and copies circulated for signatures shall be printed on good quality bond or ledger paper in the form and manner as approved by the ~~City~~ Clerk. Each petition and copy circulated shall have as its first page a cover page which contains the short title and petition number as required under ~~Section 1-12-3(A) of~~ this Chapter. Before any petition or copy is circulated for signature, a full and correct copy of the measure so proposed by initiative petition shall be stapled or otherwise physically attached thereto. Each petition or copy may be separately numbered for convenience in handling. To every referendum and every copy of a referendum petition circulated for signature shall be similarly attached a cover page and a full and correct copy of the ordinance on which the referendum is demanded. Each such copy may also be separately numbered in like manner as initiative petitions.

…

(E) Any number of copies of the petition and proposed ordinance or referred ordinance may be circulated at the same time and when filed with the ~~City~~ Clerk all shall be considered as one petition, but each copy of the petition must be separately numbered and verified by a qualified elector of the City prior to its filing with the ~~City~~ Clerk.

…

1-12-5: FILING AND EXAMINATION OF FINAL INITIATIVE OR REFERENDUM PETITIONS:

(A) Each copy of an initiative or referendum petition with signatures thereon, accompanied by the proposed or referred ordinance physically attached to each such copy, shall be filed with the ~~City~~ Clerk, along with a statement by the petitioner or petitioners requesting the filing of the petition and further requesting a special election be held on the measure attached to the petition. Such filing shall be made within one hundred eighty (180) days after the date of the ~~City~~ Clerk's final approval in accordance with ~~§ 1-12-3 of~~ this Chapter. Multiple filings of the same petition or copies thereof shall not be permitted and any petition or copy thereof or signature sheet filed after the first filing of a final measure shall be void, provided however nothing herein shall be construed to prohibit the filing of additional signature sheets in accordance with subsection (C) of this section.

…

(C) Upon the filing of such final petition, the Clerk shall verify whether or not the petition is signed by the requisite number of qualified electors and otherwise conforms to state law and the provisions of this Chapter. Verification of the petition and the signatures thereon by the ~~City~~ Clerk shall be ~~as prescribed in Section 34-1807~~required by~~,~~ Idaho Code Title 34, Chapter 18. The signatures affixed to the initial initiative or referendum petition shall be considered in determining whether the requisite number of signatures has been obtained and shall for such purposes be thereafter considered as part of the final petition. The Clerk shall attach to the petition a certificate showing the result of such examination and if the petition is found insufficient, the certificate shall state the reasons therefor and the changes necessary to conform to law. The ~~City~~ Clerk may request the advice and counsel from the City Attorney for the purpose of determining the sufficiency of the petition. The Clerk's certificate shall be filed in the Clerk's office within fourteen (14) days after the petition was filed with the ~~City~~ Clerk, and the Clerk shall notify the person filing such petition of the filing of the Clerk's certificate, which notice shall be in writing and shall be delivered within three (3) business days after the filing of the certificate. If, by the Clerk's certificate, the petition is shown to be insufficient or defective, it may be amended, additional signatures added, or otherwise perfected, within thirty (30) days from the date of said certificate. If the petition is not so perfected and filed with the ~~City~~ Clerk within such thirty (30) day time frame, the Clerk shall declare the petition null and void.

(D) Upon determining that the required number of signatures has been met and that the petition and signatures conform to the requirements of this Chapter, the ~~City~~ Clerk shall issue a final certification and shall order an election be held on the next available election date allowed under Section 34-106, Idaho Code. The Clerk shall submit a copy of such certification and order to the Council at its next regular meeting, provided however, if the Clerk's certification is made less than two (2) business days prior to the next regular Council meeting, the certificate and order may be submitted to the Council at the next following regular Council meeting.

(E) If the ~~City~~ Clerk shall refuse to accept, file or certify any petition for the initiative or for the referendum in proper form and with the requisite number of signatures of qualified electors thereto attached, or to order a special election as required under this Chapter, any citizen may apply, within ten (10) business days after such refusal, to the District Court for a writ of mandamus to compel the ~~City~~ Clerk to do so. Alternatively, if the ~~City~~ Clerk shall improvidently accept, file or certify any petition for the initiative or for the referendum, or improvidently order a special election, any citizen may similarly apply, within ten (10) business days after such acceptance, filing or certification, to the District Court for a writ of prohibition to prohibit such action. If the District Court grants the writ of mandamus, the ~~City~~ Clerk shall then file the writ in his or her office, with a certified copy of the judgment or writ attached thereto, as of the date on which it was originally offered for filing in his office and shall proceed as directed by such writ. On a determination that a writ of prohibition should be granted, the court may enjoin the ~~City~~ Clerk and any other elected or appointed officer from certifying or printing on the official ballot for the ensuing election the initiative or referendum measure which was the subject of such writ. All such suits shall be advanced on the court docket and heard and decided by the court as quickly as possible.

1-12-6: REMOVAL OF SIGNATURES:

(A) The signer of any final initiative or referendum petition may remove his or her own name from the petition by crossing out, obliterating or otherwise defacing his or her own signature at any time prior to the time when the petition is presented to the ~~City~~ Clerk for signature verification in accordance with ~~Section 1-12-5 of~~ this Chapter.

(B) The signer of any final initiative or referendum petition may have his or her name removed from the petition at any time after presentation of the petition to the ~~City~~ Clerk but prior to issuance of the Clerk's certification in accordance with ~~§ 1-12-5(E) hereof~~this Chapter, by presenting or submitting to the ~~City~~ Clerk a signed statement that the signer desires to have his or her name removed from the petition. The statement shall contain sufficient information to clearly identify the signer. The ~~City~~ Clerk shall immediately strike the signer's name from the petition and adjust the total number of certified signatures on the petition accordingly. The statement shall be attached to and become a part of the initiative or referendum petition.

…

1-12-10: PROHIBITED ACTIONS; PENALTIES:

…

(B) Any person circulating a petition, who knows, or who in the exercise of reasonable care should know, that a signature is forged and who shall thereafter fail to strike through and thereby void such signature, and any person in a position of supervision of such person who suffers or permits a forged signature to remain on a petition filed with the ~~City~~ Clerk, shall be guilty of a misdemeanor.

…

(G) It shall be unlawful for any person to physically attach a copy of the ordinance proposed by initiative or the ordinance proposed to be subject to referendum, to any initial or final petition that has been signed without such ordinance or measure attached thereto or to file or present for filing with the ~~City~~ Clerk any such petition, with knowledge that the petition has been so altered.

(H) It shall be unlawful for any person to file in the office the ~~City~~ Clerk any petition allowed under this Chapter to which is attached, appended or subscribed any signature which the person so filing such petition knows to be false or fraudulent or not the genuine signature of the person purporting to sign such petition, or whose name is attached, appended or subscribed thereto.

…

1-15-7: PUBLIC RECORDS CUSTODIAN: The ~~City~~ Clerk is hereby designated as the custodian of City public records to receive public record requests and for other purposes of Idaho Code Title 74, Chapter 1 (Idaho Public Records Act). Additionally, the Assistant ~~City~~ Clerk, and any other custodian designated from time to time by Resolution by the Council, shall serve as the alternate public records custodian for contingencies.

SECTION 2. Title 2 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

…

2-11-4: ORGANIZATION, OFFICERS, RULES, MEETINGS:

(A) The Commission may make all rules necessary for the execution of its duties as set forth in this Chapter. Rules of procedure and bylaws adopted by the Commission shall be kept at the office of the ~~City~~ Clerk and shall be available for public inspection during normal working hours.

…

2-12-4: ORGANIZATION, OFFICERS, RULES, MEETINGS:

(A) The Commission may make all rules necessary for the execution of its duties as set forth in this Chapter. Rules of procedure and bylaws adopted by the Commission shall be kept at the office of the ~~City~~ Clerk and shall be available for public inspection during normal working hours.

…

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

…

3-1-17: ADVERTISEMENT AND SALE OF UNCLAIMED PROPERTY:

…

(D) Proceeds: The proceeds of sale shall be applied first to all costs assessed or incurred against the personal property so sold including any storage charges and expenses of sale incurred by the ~~City~~ Clerk and the Police Department, and the balance of such proceeds, if any, shall be deposited in a separate fund with the City Treasurer for a period of one (1) year from the date of sale. Any person claiming title to, or ownership of, such proceeds by reason of ownership of such personal property at the time of sale shall make written application therefor to the Police Department. If satisfactory proof of such title or ownership is furnished within one (1) year of the receipt of such proceeds, then the proceeds shall be delivered to the claimant. If no claim and proof is made before the expiration of one (1) year from the date of the receipt of the proceeds, the same shall be credited to the general fund of the City, and no claim therefor shall be thereafter considered.

3-1-18: REIMBURSEMENT TO OWNER: If the owner of any article held under the provisions of this Chapter, appears prior to the time of such sale and makes proper proof of ownership, the Chief of Police shall deliver possession thereof to the owner upon payment of any storage costs therefor. The Chief of Police shall from time to time prepare a uniform schedule of reasonable storage charges for such articles, which schedule shall be filed with the ~~City~~ Clerk and at the office of the Police Department.

…

3-3-4: DIVISIONS: The Department shall consist of five (5) divisions, each having the following powers and duties:

…

(C) The ~~City~~ Clerk shall have custody of all laws and ordinances of the City; keep a correct journal of the proceedings of the City Council; keep the Corporate Seal of the City; countersign all licenses issued by the City and collect all fees therefor; keep the records of all City cemeteries; and perform all other duties required by the City Code or the laws of the State of Idaho.

…

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

…

4-1-2: ISSUANCE OF LICENSES:

(A) The ~~City~~ Clerk shall prepare license forms for licenses issued under this Title. The license shall specify the holder's name, the type of business licensed, the principal place of business of the licensee and the expiration date of the license. The Clerk shall account for all licenses signed by the Mayor, shall countersign the licenses and deliver the licenses to licensees. The ~~City~~ Clerk shall collect all license fees and promptly deliver them to the City Treasurer. The City Treasurer shall issue a receipt for any license fees received from the Clerk.

(B) All licenses shall be issued or denied by the ~~City~~ Clerk, based upon the recommendation of the Chief of Police. Such recommendation shall be in writing and shall set forth the pertinent facts and reasons supporting such recommendation, including references to applicable statutes, ordinances or provisions of the City Code, if any. The ~~City~~ Clerk shall forthwith notify the applicant in writing of the approval or denial of the application, and if denied, shall summarily set forth the reasons for the denial in such notification.

(C) Any applicant may appeal a denial of his or her application by filing a notice of appeal with the ~~City~~ Clerk, within ten (10) days after the date the denial is delivered to the applicant. The notice of appeal shall be in such form as may be approved by the ~~City~~ Clerk and shall in summary form set forth the reasons for the appeal. Such notice of appeal shall be accompanied by a filing fee in an amount set from time to time by Resolution of the Council. Such filing fee shall be non-refundable. Upon timely delivery of a notice of appeal and payment of the filing fee, the ~~City~~ Clerk shall schedule a hearing before the City Council within thirty (30) days after the delivery of the notice of appeal. The ~~City~~ Clerk shall also deliver a written notice of hearing to the applicant not less than seven (7) days prior to the date of such hearing. A copy of the notice of hearing shall likewise be sent to the Chief of Police. At the hearing, the ~~City~~ Clerk shall keep a transcribable, verbatim record of the hearing, including any exhibits or documentary evidence and shall retain such transcript for a period of not less than six (6) months following the conclusion of the hearing. At the conclusion of the hearing, the City Council shall render a decision, which may be verbal or in writing. Such decision shall succinctly state the reasons for the denial or affirmation of the decision of the ~~City~~ Clerk.

4-1-3: LICENSE FEES PAYABLE IN ADVANCE: License fees shall be paid in advance at the

office of the ~~City~~ Clerk.

4-1-4: APPLICATION FOR LICENSE: Any person desiring to obtain any license provided for in this Title shall first apply in writing under oath to the Council. The application together with the license fee shall be delivered to the ~~City~~ Clerk. The ~~City~~ Clerk shall prescribe the form of the application. The application shall contain the following information.

…

The ~~City~~ Clerk shall forward a copy of each business license application to the Chief of Police, the Fire Chief, the Director of Community Development Services and the State of Idaho Department of Health, as applicable, and other appropriate City Department Directors for their review and recommendation.

…

4-1-6: APPROVAL OF LICENSE: Except as otherwise provided in this Title, the ~~City~~ Clerk shall present all license applications to the Council not later than the second regular Council meeting after the application was delivered to the Clerk. At that meeting, the Council may grant or deny the application or refer it to the appropriate City department for further investigation and review. In any event, the Council shall grant or deny the application on or before the second regular Council meeting following its initial presentation to the Council. After due consideration of the application, the Council shall either grant the application and order the Clerk to issue the license or deny the application and return the license fee with a notice of rejection to the applicant. The Council may deny the application upon finding that the applicant does not meet any of the qualifications of this Title, that applicant's conduct of business will contravene any provision of the City's Building Code, Fire Code, Zoning Ordinance, or any other applicable regulation, ordinance or statute of the City, Bonneville County, State of Idaho or the United States, that the applicant has been convicted of a felony, or that the applicant has engaged in any fraudulent, deceptive or unlawful business practices within ten (10) years prior to the date of his or her application for a business license.

…

4-1-9: REVOCATION OF LICENSES: The Council may revoke any license issued under this Title at any time if the licensee does not comply with the applicable provisions of this Title or for other just cause. Before revoking any license, the ~~City~~ Clerk shall give written notice to the license holder of such proposed action at least ten (10) days prior to the date such proposed action is submitted to the Council. The license holder shall be given an opportunity to appear before the Council and show cause why his or her license should not be revoked.

…

4-3-4: APPLICATION FOR LICENSE:

(A) Each applicant for a license for the retail sale of beer shall file with the ~~City~~ Clerk a written application that states the following:

…

4-6-4: LICENSE APPLICATION, PRIVATE PATROL PERSON:

(A) Applications for private Patrol Person licenses shall be made at the office of the ~~City~~ Clerk on a form furnished by the City. The application shall state the applicant's full

name, age, residence, present and previous occupations for a period of three (3) years prior to the application and all other information necessary to show that the applicant meets the qualifications set forth in this Chapter. At the time of making application, the applicant shall have his or her fingerprints taken by the City Police Department. The application shall be accompanied by a nonrefundable license fee.

…

4-6-6: LICENSE APPLICATION, PRIVATE PATROL SERVICE: Applications for private patrol service licenses shall be made at the office of the ~~City~~ Clerk on a form furnished by the City. The application shall state the applicant's full name, age, residential address, present and previous occupations for a period of three (3) years prior to the application, the name of the business and all other information necessary to show that the applicant meets the qualifications set forth in this Chapter. If the applicant is an individual, the application shall be signed or verified by such individual; if the applicant is a firm or partnership, the application shall be signed and verified by at least one of the individuals comprising such firm or partnership; if the applicant is a corporation, the application shall be signed and verified by the president or the secretary and treasurer thereof; or if a foreign corporation, such application shall be acceptable if accompanied by a certificate signed by the proper officers of such corporation showing the place and date of incorporation, a certified copy of its right to do business in the State, and the name and address of its duly authorized local agent in the State, its principal place of business in the City, and the application shall be signed and verified by the duly authorized local agent of such foreign corporation. The application shall be accompanied by a nonrefundable license fee.

…

4-6-8: LICENSE APPROVAL AND ISSUANCE: On receipt of a completed application for any license required under this Chapter and the relevant license fee, the ~~City~~ Clerk shall forward the application to the Chief of Police for review and recommendation for approval or denial. The Chief of Police shall review the application and conduct whatever investigation is necessary to determine whether the applicant is qualified for the license sought. Within thirty (30) days of receiving the application from the ~~City~~ Clerk, the Chief shall return the application together with the recommendation to the Clerk. The Clerk shall submit the application and the Chief's recommendation to the City Council. The Council shall have authority to approve or deny the issuance of any license required by this Chapter. If the Council approves the issuance of the license, the ~~City~~ Clerk shall issue the license.

4-6-9: BOND REQUIRED:

(A) Bond Required: Before any license is issued under this Chapter, the applicant shall file with the ~~City~~ Clerk a surety bond in favor of the City in the amount set forth in this section. This bond shall be in a form approved by the City Attorney, executed by the applicant as principal and issued by a surety licensed to engage in business in the State of Idaho. The bond shall be issued for a term coterminous with the term of the license sought. The bond shall be conditioned upon the honest and lawful conduct of the activities for which the applicant seeks a license and to hold harmless the City against any personal injury or property damage resulting from any act of the licensee.

…

(D) Return of Bond: After expiration of the license and on written request of the

licensee, the ~~City~~ Clerk shall return the surety bond within six (6) months of the date of the request for return, unless the Clerk has received notice that any claim or cause of action is pending against the bond, then the Clerk shall return the bond within thirty (30) days after final resolution of the claim or cause of action.

4-6-10: INSURANCE REQUIRED: Any person licensed under this Chapter shall obtain and maintain a policy of general public liability insurance in an amount of not less than $500,000-single limit liability for personal injury and property damage resulting from the licensee's activities as a private Patrol Person or in conducting a private patrol service. The licensee shall be a named insured under this policy. Before any license is issued under this Chapter, the applicant shall file a certificate evidencing such insurance with the ~~City~~ Clerk. The certificate shall provide that the insurance policy required by this Section shall not be canceled except upon thirty (30) days prior written notice to the ~~City~~ Clerk.

…

4-6-13: FORM OF LICENSE: The license for a private Patrol Person shall be an identification card containing the words "private Patrol Person" and stating the year for which the license is issued. The license for a private patrol service shall be a placard stating the name of the licensee and the year for which the license is issued. Upon the termination or expiration of any license, the license shall be returned to the ~~City~~ Clerk.

…

4-6-18: AUTOMATIC REVOCATION OF LICENSE: Any license issued under this Chapter shall be revoked immediately and without notice to the licensee upon the cancellation or termination of the bond or insurance required by this Chapter unless the licensee posts a new comparable bond or obtains comparable insurance and files a certificate of such insurance with the ~~City~~ Clerk prior to the date on which the original bond or insurance is canceled or terminated.

…

4-7-18: LICENSE APPLICATION AND ISSUANCE: All applications for building contractors' licenses shall be filed with the ~~City~~ Clerk, together with the appropriate license and application fees. Application forms shall be furnished by the Director and shall solicit all information necessary to determine the applicant's qualifications for licensing. Upon receipt of a properly completed application form, the Clerk shall forward it to the Director for his review and recommendation for approval or denial. On receipt of the recommendation of the Director, the ~~City~~ Clerk shall present the application, together with the Director's recommendation to the City Council for its approval or denial. Licenses shall be granted or denied within sixty (60) days of the date on which the application is filed with the ~~City~~ Clerk.

4-7-19: FINAL APPEAL TO COUNCIL: All matters disputed by any contractor, after following the appeal processes outlined in this Chapter, may bring a final appeal to the City Council for a final decision. The City Council shall act as the final appeal board for all matters, and will hear the matter in an appellate review manner, not de novo. Notice of the appeal must be sent to the ~~City~~ Clerk within thirty (30) days from the date of the decision of the Director or a hearing panel. After a final action by the City, an applicant may file for Judicial Review within twenty-eight (28) days after the decision is made.

…

4-8-2: UNLAWFUL DOOR-TO-DOOR SOLICITATIONS: It shall be unlawful for any person to:

(A) Engage in any door-to-door solicitation without a valid door-to-door solicitation permit issued by the ~~City~~ Clerk;

(B) Engage in any door-to-door solicitation without prominently displaying an identification badge provided by the ~~City~~ Clerk;

…

(E) Deliver an application for a door-to-door solicitation permit to the ~~City~~ Clerk containing any substantial misrepresentation or omission of material fact; or

…

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 fifteen (15) business days after the date the fully completed application form and permit fee are submitted to the ~~City~~ Clerk.

…

4-8-9: SUSPENSION AND REVOCATION: A permit may be temporarily suspended by the Chief of Police or his designee if it is determined that the applicant is not eligible for the permit or has violated any of the provisions of this Chapter. In such event, the Chief of Police or his designee shall physically deliver or mail a written notice of such suspension to the address specified in the application. Delivery shall be deemed to be complete upon physical delivery of the notice to the permit holder or upon deposit of the notice in the U. S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the permit holder at the address specified in the application or such other address which may be delivered in writing to the ~~City~~ Clerk. If the applicant does not file an appeal of the suspension with the ~~City~~ Clerk within five business days after delivery of the suspension notice, then the permit shall be deemed automatically revoked.

4-8-10: APPEAL PROCESS: An applicant may appeal a denial of the application, or the suspension of a permit, by providing written notice to the ~~City~~ Clerk, within seven business days after delivery of the notice of denial of the application, or notice of suspension. Once the ~~City~~ Clerk receives the notice of appeal, the Hearing Officer shall schedule a hearing within five business days after the appeal is delivered to the ~~City~~ Clerk. The Hearing Officer shall issue a written decision and deliver a copy of such decision to the permit holder within two business days of the conclusion of the hearing. The Hearing Officer shall deliver a copy of the decision to the applicant or permit holder, as the case may be, in the same manner as set forth in Section 4-8- 9 above. Suspensions by the Chief of Police shall remain in full force and effect until the permit is automatically revoked or the Hearing Officer issues his or her decision. All decisions issued by the Hearing Officer shall be final and there shall be no appeal to the City Council.

…

4-9-5: MAINTAINING A PUBLIC NUISANCE ALARM:

…

(B) Public Nuisance Alarm System Permits may be obtained from the office of the ~~City C~~Clerk upon payment as set from time to time by Resolution of Council. Each Public Nuisance Alarm System Permit shall expire on December 31st of the calendar year in which it is issued. Each Public Nuisance Alarm System Permit shall automatically become void upon the triggering of an additional False Alarm and shall remain void until the additional permit fee is paid to the ~~City~~ Clerk.

…

4-12-9: LICENSE APPLICATIONS: Applications for an itinerant merchants license shall be in writing on a form furnished by the City and shall be filed with the ~~City~~ Clerk. Applications shall contain the following information:

…

4-12-12: BONDING REQUIREMENT: Before any itinerant merchant's license is issued, the applicant shall file with ~~the~~ City Clerk a surety bond in favor of the City or a cashier's check in an amount set from time to time by Resolution of the Council. The bond shall be in a form approved by the City Attorney, be executed by the applicant as principal and be issued by a surety licensed to engage in business in the State of Idaho. The bond shall be issued for a term coterminous with the term of the license. If the Council determines that the licensee has made a false statement on the license application, or if the licensee or any employee or agent of the licensee engages in any fraudulent, deceptive or unlawful business practice in connection with the conduct of the licensee's business or otherwise violates the provisions of this Chapter, then the Council may order the entire amount of the surety bond or cash bond forfeited. The Council may also order that the proceeds from the bond be paid over to any person damaged by the actions of the licensee. After the expiration of the license, the ~~City~~ Clerk, upon request of the licensee, shall return the surety bond or cash bond within six (6) months after the request for return, unless the Clerk has been notified of the pendency of any claim or cause of action against the bond, in which case, the Clerk shall return the bond within thirty (30) days after the final resolution of the claim or cause of action.

…

4-13-8: LICENSE APPLICATION:

(A) Applications for pawnbrokers, secondhand storekeepers and secondhand precious metals dealer's licenses shall be made on a form provided by the ~~City~~ Clerk. The application shall state the applicant's name, residential address, business name, address of place of business, type of license applied for and a general description of the goods or materials to be purchased, sold, exchanged or traded. The relevant license fee shall accompany the application.

…

4-14-5: LICENSE APPLICATION: Applications for scrap dealer's licenses shall be made on a form provided by the ~~City~~ Clerk. The application shall state the applicant's name, residential address, business name, address of place of business and a general description of the goods and/or materials to be purchased, sold, exchanged, traded, recycled or stored. The license fee shall

accompany the application.

…

4-16-9: PERMIT REQUIRED:

…

(E) An application for a permit must be made on a form provided by the City. Any person desiring to operate a Sexually Oriented Business shall file with the ~~City~~ Clerk an original and two (2) copies of a sworn permit application on the standard application form supplied by the City or designee. The completed application shall contain the following information and shall be accompanied by the following documents:

…

(G) Applicants for a permit under this section shall have a continuing duty to promptly supplement application information required by this section in the event that said information changes in any way from what is stated on the application. The failure to comply with said continuing duty within thirty (30) days from the date of such change, by supplementing the application on file with the ~~City~~ Clerk or his/her designee, shall be grounds for suspension of a permit.

(H) In the event that the ~~City~~ Clerk or his/her designee determines or learns at any time that the applicant has improperly completed the application for a proposed Sexually Oriented Business, he/she shall promptly notify the applicant of such fact and allow the applicant ten (10) days to properly complete the application. The time period for granting or denying a permit shall be stayed during the period in which the applicant is expressly allowed an opportunity to properly complete the application.

…

4-16-10: INVESTIGATION AND APPLICATION:

(A) Upon receipt of an application properly filed with the ~~City~~ Clerk and upon payment of the non-refundable application fee, the ~~City~~ Clerk or his/her designee, shall immediately stamp the application as received and shall immediately thereafter send photocopies of the application to the Idaho Falls Police Department and any other City departments or agencies responsible for enforcement of health, fire and building codes and laws. Each department or agency shall promptly conduct an investigation of the applicant, application and the proposed Sexually Oriented Business in accordance with its responsibilities under law and as set forth in this Chapter. Said investigation shall be completed within twenty (20) days of receipt of the application by the City or its designee. At the conclusion of its investigation, each department, division or agency shall indicate on the photocopy of the application its approval or disapproval of the application, date it, sign it, and, in the event it disapproves, state the reasons therefor. The Idaho Falls Police Department shall only be required to certify the NCIC records request check mentioned at Section 4-16-11. The Idaho Falls Police Department shall not be required to approve or disapprove applications.

…

4-16-11: ISSUANCE OF PERMIT:

…

(C) Denial of Application for Permit

…

(2) If the City Council denies the application, the ~~City~~ Clerk shall notify the applicant of the denial and state the reasons(s) for the denial within ten (10) days after the date of such denial.

…

4-16-18: TRANSFER OF PERMIT:

…

(B) A permittee shall not transfer his/her permit to another person unless and until such other person satisfies the following requirements:

(1) Obtains an amendment to the permit from the City Council which provides that he/she is now the permittee, which amendment may be obtained only if he/she has completed and properly filed an application with the ~~City~~ Clerk or his/her designee, setting forth the information called for under Section 4-16-11 of this Chapter in the application; and

…

4-16-19: SEXUALLY ORIENTED BUSINESS EMPLOYEE LICENSE:

…

(B) Before any applicant may be issued a Sexually Oriented Business Employee License, the applicant shall submit on a form to be provided by the ~~City~~ Clerk or his/her designee the following information:

…

12. The ~~City~~ Clerk or his or her designee shall refer the Sexually Oriented Business Employee License Application to the Idaho Falls Police Department for an investigation to be made of such information as is contained on the application. The application process shall be completed within ten (10) days from the date the completed application is filed. After the investigation, the ~~City~~ Clerk or his or her designee shall issue a license unless the report from the Police department finds that one (1) or more of the following findings is true:

…

(C) Renewal of license:

1. A license granted pursuant to this section shall be subject to annual renewal by the ~~City~~ Clerk or his or her designee upon the written application of the applicant and a finding by the ~~City~~ Clerk or his or her designee and the Idaho Falls Police Department that the applicant has not been convicted of any "Specified Criminal Act" as defined in Section 4-16-2 of this Chapter or committed any act during the existence of the previous license period which

would be grounds to deny the initial permit application.
…

SECTION 5. Title 5 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

…

5-5-4: KEEPING OF WILD ANIMALS:

…

(C) Nothing herein shall prohibit the bona fide activities of the following:

…

(2) A pet store, animal shelter, zoological park, humane society shelter, public laboratory, circus, sideshow, amusement show, exhibition or facility for educational or scientific purposes, which keeps or cares for wild animals, provided protective devices or procedures adequate to prevent such animal from escaping or injuring the public are employed and provided further that the operators of such facilities have first obtained a license from the ~~City~~ Clerk as required under this Code.

…

(D) Impounding of Prohibited Animals:

…

(2) Any domestic animal impounded in the animal control shelter shall be retained for a minimum of seventy two (72) hours, unless the lawful owner or keeper appears and claims the animal, and pays all impound fees and charges as provided in this Chapter. If the owner or keeper of such animal does not appear at the animal control shelter within a seventy-two (72) hour period, the animal may be delivered to any other state or federally licensed or operated facility, or the animal may be humanely destroyed and the carcass disposed of in any lawful manner. If the owner or keeper of the impounded animal appears at the animal shelter at any time during the seventy-two (72) hour period, the Animal Services Manager, or his or her authorized representative, shall deliver a written notice to the owner or keeper of the prohibited animal, stating that the animal has been impounded as a prohibited animal, and that the animal will be destroyed within ten (10) days after the date of such notice unless an order to show cause is issued by a court of competent jurisdiction and served upon the City, requiring the City to show cause why the animal should be destroyed. Such notice shall be deemed to be given as of the date of its physical delivery to the owner or keeper of the prohibited animal or upon its deposit in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the last known address of the owner or keeper of such animal. If such order is not served upon the City within ten (10) days of the delivery date of the notice, the animal shall be destroyed and disposed of as provided herein. If the order to show cause is issued and served upon the ~~City~~ Clerk

within ten (10) days of delivery of the notice to the owner, the animal shall be retained in the pound until further order of the court.

…

5-8-12 NOTICE TO ABATE.

…

(C) Such notice shall be in writing and shall clearly state that the property contains a public nuisance and that the owner(s), occupant(s), or controller(s) shall abate the nuisance within ten (10) calendar days after the date of the notice; that the owner(s), occupant(s), or person(s) in control of the property given the notice may, within ten (10) calendar days following receipt of the notice, deliver in writing to the ~~City~~ Clerk his or her objections to the abatement of the nuisance and request an appeal hearing before a panel comprised of three (3) members of the Board of Adjustment upon payment of a fee for the appeal in an amount established from time to time by the Council.

…

5-10-4 G NOTICE TO ABATE NUISANCE.

…

(C) Such notice shall be in writing and shall clearly state that the property contains a public nuisance and that the owner(s), occupant(s), or controller(s) shall remove graffiti within forty-eight (48) hours of receipt of the notice; that the owner(s), occupant(s), or person(s) in control of the property given the notice may, within forty-eight (48) hours of receipt of the notice, deliver in writing to the ~~City~~ Clerk his or her objections to the removal of the graffiti and request an appeal hearing before a panel comprised of three (3) members of the Board of Adjustment upon payment of a fee for the appeal in an amount established from time to time by the Council.

…

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

…

6-2-1: ADOPTION NFPA 1123: The 2006 edition of the National Fire Protection Association Code for Fireworks Display ("NFPA 1123"), one (1) copy of which shall be filed for use and examination by the public in the office of the ~~City~~ Clerk, is hereby adopted and incorporated into this City Code as if set out at length herein.

6-2-2: AMENDMENTS: The 2006 edition of NFPA 1123 Code for Fireworks Display, as so adopted, is amended as follows:

…

(C) CONSUMER FIREWORKS — APPLICATION: Any person desiring to sell "safe and sane fireworks" within the City shall apply to the ~~City~~ Clerk for a permit. Each applicant shall pay to the Clerk a permit fee and inspection fee in an amount set from time to time by Resolution of the Council at the time of application. If the application is denied, the permit fee shall be refunded. The application for a permit to sell "safe and sane

fireworks" shall include the following information:

…

(N) CONSUMER FIREWORKS - APPLICATION FOR WHOLESALE PERMIT: Any person, association or corporation desiring to sell fireworks at wholesale within the City, shall make application to the ~~City~~ Clerk for a permit for sale of fireworks at wholesale. Each applicant shall pay, to the ~~City~~ Clerk, a fee in an amount set from time to time by Resolution of Council at the time of application. Permits shall be granted only by the City Council after investigation and recommendation by the Fire Code Official. No permit shall be granted for sale on premises or under any conditions which would violate any State law or any ordinance of the City. If the application be denied, the permit fee shall be refunded forthwith. Each permit shall be valid only for one location designated in the permit. A permit shall not be transferable, assignable or renewable and shall be valid only for the year of its issue.

…

(R) DISPLAY FIREWORKS — PERMIT APPLICATION: Any person desiring to conduct a public display of fireworks within the City shall apply to the ~~City~~ Clerk for a permit. Prior to issuing permits for a fireworks display, plans for the display, inspection of the display site and demonstrations of the display operations shall be approved by the Fire Code Official. A plan establishing procedures to follow and actions to be taken in the event that a shell fails to ignite in, or discharge from, a mortar or fails to function over the fall-out area or other malfunctions shall be provided to the Fire Code Official.

…

6-2-6: APPLICATION: Any person desiring to sell "safe and sane fireworks" within the City shall apply to the ~~City~~ Clerk for a permit. Each applicant shall pay to the Clerk a permit fee and inspection fee in an amount set from time to time by Resolution of the Council at the time of application. If the application is denied, the permit fee shall be refunded. The application for a permit to sell "safe and sane fireworks" shall include the following information:

…

6-2-13: APPLICATION FOR WHOLESALE PERMIT: Any person, association or corporation desiring to sell fireworks at wholesale within the City, shall make application to the ~~City~~ Clerk for a permit for sale of fireworks at wholesale. Each applicant shall pay to the ~~City~~ Clerk a fee in an amount set from time to time by Resolution of the Council at the time of application. Permits shall be granted only by the Council after investigation and recommendation by the Fire Chief. No permit shall be granted for sale on premises or under any conditions which would violate any State law or any ordinance of the City. If the application be denied, the permit fee shall be refunded forthwith. Each permit shall be valid only for one location designated in the permit. A permit shall not be transferable, assignable or renewable and shall be valid only for the year of its issue.

…

6-3-3: CHILD CARE FACILITY LICENSE: No person or entity shall own, operate or permit to be operated within the City any Child Care Facility without first having obtained an appropriate license under this Chapter.

(A) Type 1: Child Care Center. Any person or operator applying for a Type 1 license

shall deliver the following documents to the ~~City~~ Clerk at the time the application is made.

…

(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, 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 ~~City~~ Clerk.

…

(K) TIME BY WHICH LICENSE MUST BE OBTAINED: If a child care facility or provider is not already licensed through the State of Idaho, then they must apply for a City license by October 1, 2008. Any child care facility or provider who is already licensed through the State of Idaho must file their initial application for a City license thirty (30) days before their State license expires. By October 1, 2008, a child care facility or provider, who is licensed through the State, must provide a copy of their State license to the ~~City~~ Clerk. The State licensed facility or provider must provide verification that a criminal background check for all persons required under Sections 6-3-3(A)(4), 6-3-3(B)(4), 6-3-3(C)(4), 6-3-4(B)(2) and 6-3-4(C)(1) hereof has been completed, or is being completed, within the last two years. All child care facilities and providers, even if licensed by the state, shall be subject to Sections 6-3-6 through 6-3-12 of this ordinance.

…

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:

…

(6) The failure by the Owner of a Child Care Facility to notify the ~~City~~ Clerk of any change of ownership of the Child Care Facility within three (3) business days after such change of ownership becomes effective. For the purposes hereof a "change of ownership" shall be defined as a transfer of a controlling interest in any sole proprietorship, partnership, corporation, limited liability company, or other lawful form of business organization.

…

6-3-11: RIGHT OF ENTRY FOR GOVERNING OFFICIALS: Every Facility shall, upon presentation of identification, allow the Fire Marshal, Fire Chief, Building Official, Police Officer,

Idaho Department of Health and Welfare officer, Code Enforcement Officer, EIPHD Representative, ~~City~~ Clerk or other designated City Official immediate entry to the Child Care facility for the purposes of inspection for compliance with the terms of this Chapter. The license of any Child Care Facility or an employee's certification may be denied, suspended or revoked if such provider refuses to allow entry.

…

SECTION 7. Title 7 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

7-1-1: INTERNATIONAL BUILDING CODE ADOPTED:

…

(B) Code on File: One (1) copy of the International Building Code, 2018 Edition, shall be retained by the ~~City~~ Clerk for use and examination by the public.

…

7-2-1: INTERNATIONAL PROPERTY MAINTENANCE CODE ADOPTED:

…

B. Code on File: One (1) copy of the International Property Maintenance Code, 2018 Edition, duly certified by the Clerk, shall be retained by the ~~City~~ Clerk for use and examination by the public.

…

7-3-1: ADOPTION OF CODES FOR SCHOOL BUILDINGS: There are hereby adopted as official building codes of the City of Idaho Falls, Idaho all of the International Building Codes referenced in Idaho Code Section 39-4109, provided such Codes shall be applicable only to the extent set forth hereinbelow with respect to the construction of any new school building or addition or alteration to any existing school building which is estimated to cost in excess of twenty-five thousand dollars ($25,000). One copy of each of such Codes shall at all times be maintained at the office of the ~~City~~ Clerk and one copy shall be maintained at the office of the Community Development Services Department.

…

7-5-1: IDAHO STATE PLUMBING CODE ADOPTED

…

(B) Idaho State Plumbing Code on File: Three (3) copies of the Idaho State Plumbing Code adopted by this Chapter and duly certified by the Clerk, shall be retained by the City for use in and examination by the public. One (1) copy shall be filed in the Office of the ~~City~~ Clerk and two (2) copies shall be filed in the Office of the Department of Community Development Services.

…

7-6-1: INTERNATIONAL RESIDENTIAL CODE ADOPTED:

…

(B) Code on File: One (1) copy of the International Residential Code for One and Two Family Dwellings, 2018 Edition, shall be retained by the ~~City~~ Clerk for use and examination by the public.

…

7-11-1: INTERNATIONAL ENERGY CONSERVATION CODE ADOPTED:

…

(B) Code on File: One (1) copy of the International Energy Conservation Code, 2018 Edition, duly certified by the Clerk, shall be retained by the ~~City~~ Clerk for use and examination by the public.

…

7-12-1: UNIFORM CODE FOR BUILDING CONSERVATION:

…

(B) Code on File: Three (3) copies of the Uniform Code for Building Conservation, 1997 Edition, duly certified by the Clerk, shall be retained by the City for use and examination by the public. One (1) copy shall be filed in the office of the ~~City~~ Clerk. Two (2) Copies shall be filed in the office of the Department of Community Development Services.

7-13-1: INTERNATIONAL EXISTING BUILDING CODE:

…

(B) Code on file: One (1) copy of the International Existing Building Code (2018 Edition) duly certified by the Clerk, shall be retained by the ~~City~~ Clerk for use and examination by the public.

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

…

8-3-5 PERMITTED EVENTS:

…

(B) APPLICATION FOR PERMIT: The applicant shall obtain an application for a permit from the ~~City~~ Clerk. Once an application for a permit has been submitted and the fee has been paid in an amount set from time to time by Resolution of the Council, the ~~City~~ Clerk shall review the application and determine whether or not the application is complete. If the ~~City~~ Clerk deems that the application is complete, and the applicant has met all conditions of this Section, the ~~City~~ Clerk shall issue a permit for the Event. If the application, in any respect, is incomplete, the ~~City~~ Clerk shall promptly notify the applicant and shall specify the items which the ~~City~~ Clerk has determined are not complete or which have not been provided pursuant to this Section. An application shall be made to this ~~City~~ Clerk in the form and manner prescribed by the ~~City~~ Clerk.

…

(E) EVENT PERMIT REQUIREMENTS: Each of the following shall be required for every Permitted Event:

1. LIABILITY AND INSURANCE:

a. Not less than ten (10) days prior to the Permitted Event at which a licensed vendor will sell or dispense alcohol the following shall be done:

1. The Event Sponsor(s) shall deliver to the ~~City~~ Clerk one (1) copy of written proof that the licensed vendor has current, paid up, off-premise liquor liability insurance in an amount not less than ~~One Million Dollars~~one million dollars ($1,000,000) combined single limits. Every off-premises liquor liability insurance policy provided shall include assault and battery coverage and defense costs coverage. The City shall be named as an additional insured on the insurance policy of every licensed vendor.

2. The Event Sponsor(s) shall deliver to the ~~City~~ Clerk one (1) copy of written proof that the Event Sponsor(s) has obtained current, paid up, general liability insurance or special event insurance in an amount not less than ~~One Million Dollars~~one million dollars ($1,000,000) combined single limits. Such general liability insurance or special event insurance policy shall be primary to any other insurance related to the Permitted Event and to that of any potential party subject to a claim related to the Permitted Event.

3. The Event Sponsor(s) shall deliver to the ~~City~~ Clerk the signed original of an agreement, with City to defend, hold harmless and indemnify the City, its agents, servants, employees, officers, and contractors from any and all claims, causes of action, or damages which may arise from the Permitted Event.

…

3. SALES AND CONSUMPTION OF ALCOHOL:

a. Not less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell or dispense alcohol, the Event Sponsor(s) shall deliver to the ~~City~~ Clerk three (3) copies of a site map which shall be drawn to show the locations of:

1. the licensed vendor within the Permitted Event;
2. the Permitted Event boundary barricade, sales and alcohol dispensing area, entry and exit points;
3. identification checking station; and
4. food and products sales and service areas.

Said site design and any subsequent alterations shall be approved in writing by the City Parks and Recreation Director, or his/her designee, and by the

Chief of Police prior to the Permitted Event.

…

8-9-20: NOTICE TO ABATE NUISANCE:

…

(C) Such notice shall be in writing and shall clearly state that the property contains a public nuisance and that the owner(s), occupant(s), or controller(s) shall abate the nuisance within twenty (20) business days; that the owner, occupant, or person in control of the property given the notice may, within forty-eight (48) hours of receipt of the notice, deliver in writing to the ~~City~~ Clerk his or her objections to abatement of the nuisance and request an appeal hearing before the Board of Adjustment upon payment of a fee for the appeal in an amount established from time to time by the Council.

…

8-9-23: ADOPTION OF ANSI A300 and ANSI Z133.1:

(A) There is hereby adopted as an official code for the maintenance of trees, shrubs and other woody plants that certain standard maintenance practice as published in ANSI Standard A300 (Part I)-2001, as published by the American National Standards Institute, Inc. and approved on May 22, 2001.

(B) There is hereby adopted as an official code, that certain safety standard for planting and maintenance of trees in proximity to utility lines, known as ANSI Z133.1, as published by the American National Standards Institute, Inc., May 22, 2001 Edition.

One (1) copy of ANSI A300 and of ANSI Z133.1 shall be filed with and maintained in the office of the ~~City~~ Clerk, for use and examination by the public.

…

8-10-3 NOTICE TO ABATE NUISANCE.

…

(C) Such notice shall be in writing and shall clearly state that the property contains a public nuisance and that the owner(s), occupant(s), or controller(s) shall abate the nuisance within twenty (20) calendar days; that the owner, occupant, or person in control of the property given the notice may, within five (5) business days following receipt of the notice, deliver in writing to the ~~City~~ Clerk his or her objections to abatement of the nuisance and request an appeal hearing before a panel comprised of three (3) members of the Board of Adjustment upon payment of a fee for the appeal in an amount established from time to time by the Council.

…

SECTION 9. Title 9 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

…

9-1-2: APPLICABILITY OF STATE LAWS: All traffic and motor vehicle laws of the State of

Idaho codified in Title 49, Idaho Code, and any rules and regulations promulgated by the Idaho Department of Law Enforcement pursuant thereto, shall apply to the operation of all vehicles upon the streets and alleys of the City, except to the extent such laws or regulations are expressly inconsistent with the provisions of this Code. The ~~City~~ Clerk shall keep at least one (1) copy of this Chapter available for public use and examination in his or her office at all times.

…

SECTION 10. Title 10 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

…

10-4-3 GENERAL PROVISIONS

…

B. Basis for Special Flood Hazard Areas The Special Flood Hazard Areas identified by the Federal Emergency Management Agency in its Flood Insurance Study (FIS) for City of Idaho Falls, Bonneville County, Idaho, dated April 1982, with accompanying Flood Insurance Rate Maps (FIRM) or Digital Flood Insurance Rate Maps (DFIRM), and other supporting data, are adopted by reference and declared a part of this Chapter. The FIS and the FIRM are on file at the office of the ~~City~~ Clerk.

SECTION 11. 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 12. 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 13. 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 14. 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_____, 2021.

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, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF IDAHO FALLS CITY CODE, AMENDING NUMEROUS CITY CODE PROVISIONS TO STANDARDIZE REFERENCES TO THE CITY CLERK, AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

(SEAL) KATHY HAMPTON, CITY CLERK