



CITY COUNCIL AGENDA

City of Idaho Falls
Regular City Council Meeting
680 Park Avenue

Thursday

November 14, 2024

7:30 p.m.

Mayor

Rebecca Casper

City Council

Lisa Burtenshaw

Council President

John Radford

Council Seat 5

Jim Freeman

Council Seat 6

Michelle Ziel-Dingman

Council Seat 1

Jim Francis

Council Seat 4

Kirk Larsen

Council Seat 3



Livestream at www.idahofallsidaho.gov/429/Live-Stream

PUBLIC PARTICIPATION

Welcome to the Idaho Falls City Council Meeting.

Regularly scheduled City Council meetings are open to the general public. City Council meetings are also live-streamed and archived on [the City website](#). Please be aware that the meeting agenda will differ from the published version if amendments to the agenda are made by the Council during the meeting.

The Council encourages public input. While a general public comment option is not required by Idaho law, the Idaho Falls City Council welcomes general public input as part of regular City Council meetings. General public comment will be allowed for up to 20 minutes. However, citizens are always welcome to contact their Council representatives via e-mail or telephone, as listed on [the City website](#). The Council is committed to an atmosphere that promotes equal opportunity, civility, mutual respect, proper decorum and freedom from discrimination or harassment.

Those who wish to address City Council during the council meetings are encouraged to adhere to the guidelines below.

Public Comment Guidelines

Speakers are encouraged to:

- State their name and city of residence.
- Focus comments on matters within the purview of the City Council.
- Limit comments to three (3) minutes or less.
- Refrain from repeating information already presented to preserve time for others to speak. Large groups are encouraged to select one or two speakers to represent the voice of the entire group.
- Practice civility and courtesy. City leaders have the right and the responsibility to maintain order and decorum during the meeting. Time may be curtailed for those speakers whose comments are profane or disruptive in nature.
- Refrain from comments on issues involving matters currently pending before the City's Planning and Zoning Commission or other matters that require legal due process, including public hearings, City enforcement actions, and pending City personnel disciplinary matters.
- Comments that pertain to activities or performance of individual City employees should be shared directly with the City's Human Resources Director (208-612-8248), the City's Legal Department (208-612-8178) or with the Office of the Mayor (208-612-8235).

Public Hearing Guidelines

- In-person Comment. Because public hearings must follow various procedures required by law, please wait to offer your comments until comment is invited/indicated. Please address comments directly to the Council and try to limit them to three (3) minutes.
- Written Comment. The public may provide written comments via postal mail sent to City Hall or via email sent to the City Clerk at IFClerk@idahofalls.gov. Comments will be distributed to the members of the Council and become a part of the official public hearing record. Written testimony must be received no later than forty-eight (48) hours prior to the date of the hearing to ensure inclusion in the permanent City record.
- Remote Comment. When available, the public may provide live testimony remotely via the WebEx meeting platform using a phone or a computer. Those desiring public hearing access should send a valid and accurate email address to virtualattend@idahofalls.gov no later than twenty-four (24) hours prior to the date of the hearing so log-in information can be sent prior to the meeting. Please indicate which public hearing the testimony is intended for on the agenda. Please note that this remote option will not be available for all meetings.

If communication aids, services, or other physical accommodations are needed to facilitate participation or access for this meeting, please contact the City Clerk at (208) 612-8414 or the ADA Coordinator at (208) 612-8323 not less than 48 hours prior to the meeting. They will help accommodate special needs wherever possible.



City Council Meeting

Agenda

680 Park Avenue
Idaho Falls, ID 83402

Thursday, November 14, 2024

7:30 PM

City Council Chambers

City Council Agenda:

1. Call to Order.
2. Pledge of Allegiance.
3. Public Comment.

Please see guidelines above.

4. Consent Agenda.

Any Consent Agenda item may be moved to the Regular Agenda for separate consideration if requested by a Council member. Other changes to this agenda may require the approval of a majority of Council.

A. Office of the Mayor

- 1) Appointment and Reappointments to City boards, Committees and Commissions pursuant to Idaho Falls City Code Title 2 Chapters 5, 6 and 10 **24-394**

Attachments: Mara Hill Shade tree Committee App
Parks&RecGolfShadeTreeReAppointments_Nov724
P&R_ShadeTree_Hill_Nov24
CITY CODE TITLE 2 CH 5_Parks&RecCommission
CITY CODE TITLE 2 CH 6_GolfAdvisoryBoard
CITY CODE TITLE 2 CH 10_202309211808304741

B. Fire Department

- 1) Purchase of two (2) 2024 North Star 153-1 ambulances. **24-395**

Attachments: Braun NW Propsoal Signed 7-2023
Braun NW Inv 39553
Braun NW Inv 39554

- 2) Approval of Stryker ProCare Maintenance Agreement **24-397**

Attachments: Stryker Idaho Falls Fire Dept - 2024 ProCare LP15 and AED Renewal

C. Public Works

- 1) Bid Award - Pancheri Trail Phase 2 **24-392**

Attachments: Pancheri Bid Tab

D. Municipal Services

- 1)** Purchase Replacement Equipment for Parks and Recreation **24-387**

Attachments: City of Idaho Falls John Deere 320P Nov Pricing

- 2)** Bid IF-25-003, Purchase Road Salt for Public Works **24-389**

Attachments: Tabulation Bid IF-25-003 Road Salt

- 3)** Purchase Replacement Equipment for Public Works, Streets Division **24-391**

Attachments: Replacement Equipment for Public Works Streets Division Unit
1506

- 4)** Purchase of in-Car Motorola Radios for Police Department **24-396**

Attachments: QUOTE-2025 In-Car Radios 2884785-9 APX6500 Patrol 6 APX6500
Admin

E. Office of the City Clerk

- 1)** Minutes from Council Meetings **24-385**

Attachments: 20024 1024 City Council Meeting
2024 0314 City Council Meeting - Unapproved
2023 0918 City Council-Special Meeting Draft
2023 0330 City Council Meeting

- 2)** License Applications, all carrying the required approvals

Action Item:

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

5. Regular Agenda.

A. Municipal Services

- 1)** Additional Spending Authority for Professional Audit Services **24-390**

On August 8, 2024, the City Council approved the professional audit services contract with Moss Adams for an estimated amount of \$155,000. This original contract amount included comprehensive audit services and the completion of one single audit for the Idaho Falls Regional Airport, FAA, AIP program. Following the contract approval, and after consultation with the Finance team and Moss Adams Audit team, it was determined three additional single audits would be required for the Transit

GIFT Program, Fire Department SAFER grant, and American Rescue Plan Act (ARPA) grants funds. The single audits will provide required compliance audit documentation for these federally funded programs. The additional \$36,000 for the three additional single audits brings the total contract amount for Moss Adams to \$191,000.

Action Item:

Approve additional spending authority for the professional audit services contract with Moss Adams, LLP, in the amount of \$36,000 and authorize the Mayor to sign the necessary documents (or take other action deemed appropriate).

Attachments: Moss Adams - Audit Services Contract (8-8-2024)

B. Public Works

- 1) State Local Agreement and Resolution with the Idaho Transportation Department (ITD) for the Anderson Street Railroad Crossing **24-386**

Attached for your consideration is a State Local Agreement for construction and a Resolution with ITD for the Anderson Street Railroad Crossing. The proposed project involves constructing necessary appurtenances to support new railroad safety equipment to be installed by the Union Pacific Railroad.

Action Item:

Approve the State Local Agreement and Resolution with the Idaho Department of Transportation (ITD) for the Anderson Street Railroad Crossing and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Attachments: State Local Agreement

C. Police Department

- 1) Revisions to the Police Personnel Manual **24-393**

The Police Personnel Manual (PPM) was first created and approved by Council in 2017. The PPM is revised and updated from time to time and has gone through many revisions over the years. The process for revising the PPM requires giving employees a 30-day notice of the intended revisions and allowing the employees to make comments regarding the proposed changes. Only then are the proposed changes placed before the Council for action.

The current proposed revisions to the PPM were brought to a City Council work session on Monday, October 7, 2024. Subsequently, they were sent out to all IFPD employees on October 8, 2024. In addition, I met personally with many employee groups to explain the proposed revisions. The 30-day comment period passed without any official written comments regarding the proposed changes. In conversations, several patrol officers indicated they would prefer the Holiday bank be set at 152 hours. In addition, the IFPD professional staff who are not covered under the revisions, and will be covered by the City Holiday policy, would strongly prefer to be included with the PPM Holiday rule.

I recommend Council approve the revisions to the PPM.

Action Item:

Approve revisions to the Police Personnel manual.

Attachments: Updated PPM 2024 Red Line Copy
Updated PPM 2024 Clean Copy

6. Announcements.

7. Adjournment.



Memorandum

File #: 24-394

City Council Meeting

FROM: Margaret Wimborne

DATE: Wednesday, November 6, 2024

DEPARTMENT: Mayor's Office

Subject
Appointment and Reappointments to City boards, Committees and Commissions pursuant to Idaho Falls City Code Title 2 Chapters 5, 6 and 10

Council Action Desired

☐ Ordinance☐ Resolution☐ Public Hearing

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

Give consent to the reappointment of Matt Hill to the Parks & Recreation Commission, of Bradley Bugger and Brian McGiff to the Golf Advisory Board, and of Matt Hill and Sam Ellsworth to the Shade Tree Committee pursuant to Idaho Falls City Code Title 2 Chapters 5, 6 and 10 respectively. In addition, give consent to the new appointment of Mara Hill to the Shade Tree Committee pursuant to Idaho Falls Code Title 2 Chapter 10.

Description, Background Information & Purpose

Name:	Status:	Committees, boards, Commissions
Matt Hill	Reappointment	Parks & Rec Commission
Bradley Bugger	Reappointment	Golf Advisory Board
Brian McGiff	Reappointment	Golf Advisory Board
Matt Hill	Reappointment	Shade Tree Commission
Sam Ellsworth	Reappointment	Shade Tree Commission
Mara Hill	New Appointment	Shade Tree Commission

Attached for your review please find a citizen application for the new appointee, a memorandum from Parks and Recreation Director PJ Holm, a memorandum from Chief of Staff Margaret Wimborne and Title 2 Chapters 5, 6 and 10.

Alignment with City & Department Planning Objectives



☐☒☐☐☐☐☐☐

Involving citizens in governance & decision-making processes supports the highest values of the strategic plan.

Interdepartmental Coordination

The appointment process included a review with Director Holm and an interview with the new appointee.

Fiscal Impact

None. Service on City Boards, Commissions, and Committees is a voluntary activity. Activities and expenses necessary for the proper function of these boards, commissions, and committees will be accounted for within the appropriate agency or department budget.

Legal Review

N/A



City of Idaho Falls
Boards, Committees and Commissions
Citizen Application

Thank you for your willingness to serve our community. Please fill out this form and attach a résumé to this application. If you wish, you may also submit a cover letter explaining your interest in city service.

Your application will be kept on file. When there is an opening on a relevant City Board, Committee or Commission, your application will be reviewed. Return the completed form to the Mayor's office at: City of Idaho Falls Mayor's office: P.O. Box 50220, Idaho Falls, ID 83405 or mayor@idahofalls.gov.

Name:	Mara Hill	
Mailing Address:	2809 Laguna Dr.	
City, State, Zip:	Idaho Falls, Idaho 83404	
Email Address:	mbahidaho@gmail.com	
Daytime Phone:	n/a	☐ Message? ☐ Text?
Evening Phone:	n/a	☐ Message? ☐ Text?
Cell Phone:	(208) 561-0272	☒ Message? ☒ Text?

What is your motivation for service on this/these committee(s)?

I believe that a youth voice on this committee would be beneficial to the community. I can help inspire the younger generation. It's vital that the next generation, my generation, has the same enthusiasm, passion, and ownership about trees in our city just as the generation before us had. Having me on the committee would help get a broader community outreach.

How does your background training and experience lend itself to service on this/these committee(s)?

I have worked on a small local farm located in Ammon for the past 5 years. My employer, Pam Olsen, has taught me everything I know along with my father, Matt Hill, who is the chairman of this committee. I am an avid learner for all things horticultural or agricultural related and spend the majority of my time outside with plants of all kinds. I have a passion for plants and my community which will show in my service on this committee.

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.

As said before I have worked on a small local farm for a little more than half a decade now. I will be entering this coming school year as a junior at Idaho Falls High School. I will also be a student in the CTEC (Career Technical Education Center) for horticulture. My main expertise is in flowers, fruits, and vegetables but I am currently learning through my dad about all types of shrubs and trees to be more qualified for this role.

FOR OFFICE USE ONLY:

Date received by Mayor's Office:	Date appointed:
City Division(s) application forwarded to:	Board, Committee or Commission appointed to:

Length of term (Years)**Meeting Frequency****Mayor's Office**☐ Sister Cities Committee

Three (3)

As Needed

Fire Department☐ Fire Code Appeals Board

Five (5)

Yearly/As Needed

Library☐ Library Board

Five (5)

Monthly/As Needed

Municipal Services☐ Civic Center for the Performing Arts Committee

Two (2)

As Needed

Parks and Recreation☐ Golf Advisory Board

Three (3)

Every Other Month

☐ Parks and Recreation Commission

Three (3)

Monthly

☒ Shade Tree Committee

Three (3)

Monthly

☐ Tautphaus Park Zoological Society

Three (3)

Quarterly

☐ War Bonnet Round Up Advisory Committee

Three (3)

As Needed

Community Development Services☐ Board of Adjustment

Five (5)

2nd Thursday/As Needed☐ Building Code Board of Appeals

Three (3)

As Needed

☐ Electrical Board of Review

Two (2) & Three (3)

As Needed

☐ Historic Preservation Commission

Three (3)

1st Thursday☐ ADA Advisory Board

Three (3)

As Needed

☐ Idaho Falls Business Assistance Corp

Staggering Terms

Quarterly/As Needed

☐ Idaho Falls Redevelopment Agency

Five (5)

3rd Thursday☐ Mechanical Appeals Board

Three (3)

As Needed

☐ Planning Commission

Six (6)

1st Tuesday☐ Plumbing Appeals Board

Three (3)

As Needed

Public Works☐ Impact Fee Advisory Committee

Three (Staggered Terms)

As Needed

Regional Committees☐ Bonneville Metropolitan Planning Organization**Other**☐

1Where not specifically required by law, City of Idaho Falls residents will be given preference. 2Four (4) members shall have professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation-related disciplines. 3All members shall be a person with a disability or have a demonstrated interest, competence or knowledge of disabilities. 4One (1) member shall be a Bonneville County resident residing within the area of city impact. Please note: Those who stand to receive a direct financial benefit from a particular position, who are involved in litigation with a relevant city department, and who are not city residents may be declared ineligible to serve on a committee. Any information supplied may be subject to disclosure under the Idaho Public Records Law §§ 9-337 through 9-350



MEMORANDUM

TO: Margaret Wimborne, Chief of Staff

FROM: PJ Holm, Director, Parks and Recreation Department

DATE: September 23, 2024

RE: Parks and Recreation Department Boards, Committees and Commission
Appointments and Re-Appointments

The Parks and Recreation Department respectfully submits the following name for consideration for re-appointment to the Parks and Recreation Commission, the Golf Advisory Board, and the Shade Tree Committee. The following board and committee members have terms which expire 12-31-2024.

Matt Hill	Parks & Rec Commission	Expires 12-31-2027
Bradley Bugger	Golf Advisory Board	Expires 12-31-2027
Brian McGiff	Golf Advisory Board	Expires 12-31-2027
Matt Hill	Shade Tree Committee	Expires 12-31-2027
Sam Ellsworth	Shade Tree Committee	Expires 12-31-2027

The Parks and Recreation Department would also like to submit for consideration, applicant Mara Hill for appointment to the Shade Tree Committee. She would replace the position formerly held by Gerry Bates who retired from the committee this last spring. Gerry was appointed in 2023 for a three-year term thus, Mara Hill's term would expire 12/31/2026.

Mara Hill	Shade Tree Committee	Expires 12-31-2026
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MEMORANDUM

TO: Rebecca Casper
FROM: Margaret Wimborne
DATE: Nov. 6, 2024
RE: Shade Tree Committee

I recommend the appointment of Mara Hill to Idaho Falls' Shade Tree Committee pursuant to Idaho Falls City Code Title 2 Chapter 10.

Mara Hill was recommended by the Parks & Recreation Department for service on the Shade Tree Committee. I have had the opportunity to meet with Mara and I was impressed with her passion for gardening, agriculture, nature and greenspaces. She also has some wonderful ideas about expanding the committee's outreach and providing more opportunities for youth service projects.

With her fresh perspective, I believe Mara Hill will be a great asset to the Shade Tree Committee.

CHAPTER 5

PARKS AND RECREATION COMMISSION

SECTION:

2-5-1:	Establishment
2-5-2:	Purpose
2-5-3:	Duties
2-5-4:	Organization
2-5-5:	Term of Office
2-5-6:	Removal
2-5-7:	Vacancy
2-5-8:	Attendance
2-5-9:	Open Meetings
2-5-10:	Minutes
2-5-11:	No Compensation
2-5-12:	Indebtedness

2-5-1: **ESTABLISHMENT:** The Parks and Recreation Advisory Commission (“Commission”) is hereby established. The Mayor, with the consent of the Council, shall appoint nine (9) members to the Commission, including:

- (A) One (1) member or a designee of Idaho Falls School District No. 91 Board of School Trustees;
- (B) One (1) member or a designee of Bonneville Joint School District No. 93 Board of School Trustees;
- (C) One (1) member or a designee of the Bonneville Board of County Commissioners; and
- (D) One (1) current member of the War Bonnet Roundup Rodeo Advisory Committee;
- (E) One (1) current member of the Golf Advisory Board;
- (F) One (1) current member of the Shade Tree Committee;
- (G) The remaining three (3) positions are to be filled by at-large members not affiliated with either a Board of School Trustees or the Board of Bonneville County Commissioners.

2-5-2: **PURPOSE:** The Commission shall advise the Director of Parks and Recreation regarding development and support of a comprehensive, balanced plan of City-wide recreation consistent with City policy and available funds.

2-5-3: DUTIES: The Committee shall study the physical condition, maintenance, operation, and use of public playgrounds, parks, and recreational facilities of the City, and shall make recommendations to the Director of Parks and Recreation concerning their improvement and efficient use.

2-5-4: ORGANIZATION: During the first meeting of each calendar year, the Commission shall elect from its membership, by majority, a person to act as Chair and a person to act as Vice-Chair. The Chair and Vice-Chair shall serve until replaced or re-elected. The Chair shall preside at all meetings. If the Chair is absent or unable to act at any meeting, the Vice-Chair shall preside.

2-5-5: TERM OF OFFICE: Commission members appointed from the Board of School Trustees and Board of County Commissioners shall be permanent members. At-large members shall serve terms of three (3) years. The terms of no more than three (3) at-large members shall expire in any one year. Terms of at-large members shall expire on December 31 of the third year following their appointment. Committee members may be reappointed.

2-5-6: REMOVAL: A Committee member may be removed from the Committee by the Mayor and at the Chair's request, following two (2) consecutive meeting absences unexcused by the Chair or at any time by the majority vote of the Council.

2-5-7: VACANCY: The Mayor, with the consent of the Council, shall appoint a qualified person to fill the unexpired term of any at-large Commission member in the event of a vacancy.

2-5-8: ATTENDANCE: A quorum of Commission members shall be present in order for purposes of conducting the business of the Commission. Non-voting members present at meetings shall not be considered in determining the number required for a quorum or whether a quorum is present. (Ord. 3540, 9-14-23)

2-5-9: OPEN MEETINGS: All meetings of the Commission shall be open to the public and shall follow the requirements of the Idaho Open Meeting law.

2-5-10: MINUTES: The Commission shall keep minutes of its proceedings, including the vote of each voting member on every presented issue. The meeting minutes and other records of the Commission shall be open to the public.

2-5-11: NO COMPENSATION: Commission members shall receive no compensation for their service on the Commission; however, expenses for equipment and supplies necessary for the Commission to conduct its business shall be allowed by the Council.

2-5-12: INDEBTEDNESS: Nothing herein conveys or otherwise delegates authority to the Commission to incur any liability, obligation, or indebtedness on behalf of the City without the express, written authorization of the Council.

CHAPTER 6

GOLF ADVISORY BOARD

SECTION:

2-6-1:	Establishment
2-6-2:	Purpose
2-6-3:	Duties
2-6-4:	Organization
2-6-5:	Term of Office
2-6-6:	Removal
2-6-7:	Vacancy
2-6-8:	Attendance
2-6-9:	Open Meetings
2-6-10:	Minutes
2-6-11:	No Compensation
2-6-12:	Indebtedness

2-6-1: **ESTABLISHMENT:** The Golf Advisory Board of Idaho Falls (“Board”) is hereby established. The Mayor, with the consent of the Council, shall appoint thirteen (13) members to the Board, as set forth below:

- (A) The president of the Idaho Falls Men's Golf Association.
- (B) The president of the Idaho Falls Women's Golf Association.
- (C) The president of the Senior Golf Association.
- (D) The president of the Junior Golf Association.
- (E) The president of the Working Women's League.
- (F) Six (6) at-large members, appointed without regard to their affiliation with any group or organization.
- (G) A member of the Council, to serve ex-officio and without a vote.

2-6-2: **PURPOSE:** The Board acts in an advisory capacity to the Director of Parks and Recreation in matters related to municipal golf courses and programs.

2-6-3: **DUTIES:** The Board shall make recommendations to the Mayor and Council concerning the operation, maintenance, and conduct of the City golf courses. It also shall study existing City golf facilities and make recommendations concerning the advisability and feasibility of acquiring additional golf courses or facilities or of expanding or renovating existing facilities.

2-6-4: ORGANIZATION: During the first meeting of each calendar year, the Board shall elect from its membership, by majority, a person to act as Chair and a person to act as Vice-Chair. The Chair and Vice-Chair shall serve until replaced or re-elected. The Chair shall preside at all meetings. If the Chair is absent or unable to act at any meeting, the Vice-Chair shall preside.

2-6-5: TERM OF OFFICE: All Committee members, except for at-large members, shall serve as long as they continue to serve in the offices or capacities designated in this Chapter. All at-large members shall serve terms of three (3) years, except that the terms of the initial Board members may be less than three (3) years as necessary to provide for staggered terms of office. The terms of no more than two (2) at-large members shall expire in any calendar year. Terms of at-large members shall expire on December 31 of the third year of their appointment. All other appointed, voting Board members shall serve indefinite terms at the will and pleasure of the Mayor and Council. Board members may be reappointed.

2-6-6: REMOVAL: A Board member may be removed from the Board by the Mayor and at the Chair's request, following two (2) consecutive meeting absences in a single year unexcused by the Chair or at any time by the majority vote of the Council.

2-6-7: VACANCY: The Mayor, with the consent of the Council, shall appoint a qualified person to fill the unexpired term of any Board member in the event of a vacancy or in the event any member ceases to be qualified.

2-6-8: ATTENDANCE: A quorum of Board members shall be present in order for purposes of conducting the business of the Board. Non-voting members present at meetings shall not be considered in determining the number required for a quorum or whether a quorum is present. (Ord. 3540, 9-14-23)

2-6-9: OPEN MEETINGS: All meetings of the Board shall be open to the public and shall follow the requirements of the Idaho Open Meeting law.

2-6-10 MINUTES: The Board shall keep minutes of its proceedings, including the vote of each voting member on every presented issue. The meeting minutes and other records of the Board shall be open to the public.

2-6-11 NO COMPENSATION: Board members shall receive no compensation for their service on the Board; however, expenses for equipment and supplies necessary for the Board to conduct its business shall be allowed by the Council.

2-6-12 INDEBTEDNESS: Nothing herein conveys or otherwise delegates authority to the Board to incur any liability, obligation, or indebtedness on behalf of the City without the express, written authorization of the Council.

CHAPTER 10

SHADE TREE COMMITTEE

SECTION:

- 2-10-1: Establishment of a Shade Tree Committee
- 2-10-2: Purpose
- 2-10-3: Duties
- 2-10-4: Organization
- 2-10-5: Term of Office
- 2-10-6: Removal
- 2-10-7: Vacancy
- 2-10-8: Attendance
- 2-10-9: Open Meetings
- 2-10-10: Minutes
- 2-10-11: No Compensation
- 2-10-12: Indebtedness

2-10-1: ESTABLISHMENT OF A SHADE TREE COMMITTEE: The Shade Tree Advisory Committee (“Committee”) is hereby established. The Mayor, with the consent of the Council, shall appoint of seven (7) at-large members who reside within the City to serve on the Committee. One (1) employee from Idaho Falls Power Department and one (1) employee from the Community Development Services Department shall be designated by their respective Department Directors as non-voting, ex-officio Committee member.

2-10-2: PURPOSE: The Committee shall advise the Director of the Parks and Recreation Department on how to preserve, protect, and manage the community forest.

2-10-3: DUTIES: The Committee shall provide advice to the Director of Parks and Recreation and City Forester as to the preservation, protection, and management of the community forest. The Committee shall have the following duties and responsibilities:

- A. At the request of the City Forester, recommend ways to encourage landscaping installation and maintenance on private property;
- B. Recommend policies and procedures to identify, mark, publicize, and preserve historic and notable trees on both public and private property;
- C. Assist the City Forester in promoting appreciation of trees and the City Forest through annual Arbor Day observances and other activities;
- D. At the direction of the City Forester, encourage improvement of the community forest through planning and policy development;

E. At the direction of the City Forester, enhance opportunities for obtaining monetary funds for tree purchases, related supplies and community forestry activities through local and federal assistantship grants and donations.

2-10-4: ORGANIZATION: During the first meeting of each calendar year, the Committee shall elect from its membership, by majority, a person to act as Chair and a person to act as Vice-Chair. The Chair and Vice-Chair shall serve until replaced or re-elected. The Chair shall preside at all meetings. If the Chair is absent or unable to act at any meeting, the Vice-Chair shall preside.

2-10-5: TERM OF OFFICE: All Committee members, except for at-large members, shall serve as long as they continue in the offices or capacities designated in this Chapter. Every at-large Committee member shall be appointed to serve a term of three (3) years. Terms of no more than three (3) members shall expire in any calendar year. Committee members may be reappointed.

2-10-6: REMOVAL: A Committee member may be removed from the Committee by the Mayor and at the Chair's request, following two (2) consecutive meeting absences unexcused by the Chair or at any time by the majority vote of the Council.

2-10-7: VACANCY: The Mayor, with the consent of the Council, shall appoint a person that meets the qualifications of this Chapter to fill the unexpired term of any member of the Committee in the event of a vacancy.

2-10-8: ATTENDANCE: A quorum of Committee members shall be present in order for purposes of conducting the business of the Committee. Non-voting members present at meetings shall not be considered in determining the number required for a quorum or whether a quorum is present. (Ord. 3540, 9-21-23)

2-10-9: OPEN MEETINGS: All meetings of the Committee shall be open to the public and shall follow the requirements of the Idaho Open Meeting law.

2-10-10: MINUTES: The Committee shall keep minutes of its proceedings, including the vote of each voting member on every presented issue. The meeting minutes and other records of the Committee shall be open to the public.

2-10-11: NO COMPENSATION: Committee members shall receive no compensation for their service on the Committee; however, expenses for equipment and supplies necessary for the Committee to conduct its business shall be allowed by the Council.

2-10-12: INDEBTEDNESS: Nothing herein conveys or otherwise delegates authority to the Committee to incur any liability, obligation, or indebtedness on behalf of the City without the express, written authorization of the Council.

File #: 24-395

City Council Meeting

FROM: Duane A. Nelson
DATE: Thursday, November 7, 2024
DEPARTMENT: Fire Department

Subject

Purchase of two (2) 2024 North Star 153-1 ambulances.

Council Action Desired

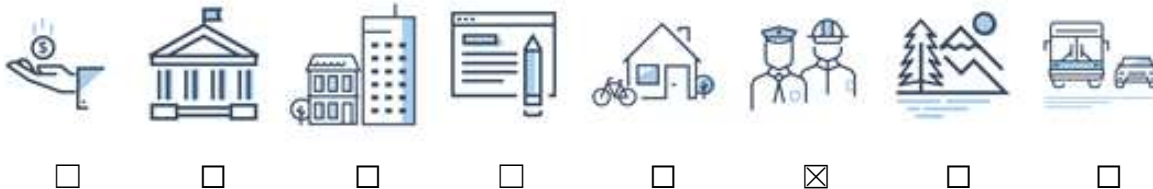
- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the final purchase of two (2) 2024 North Star 153-1 ambulances from Braun Northwest, Inc. for a total of \$530,676.00 and authorize the Mayor to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

This purchase will access Houston-Galveston Area Council (H-GAC), a cooperative government procurement organization, based upon H-GAC Contract AM10-20 to replace two current fire department ambulances. These two (2) ambulances have met their life expectancy and are scheduled for replacement as municipal equipment replacement fund (MERF) purchases. Approval to place these ambulances in the production line was given during the FY24 budget discussions in July 2023. These ambulances are now ready for inspection, delivery, and final payment.

Alignment with City & Department Planning Objectives



The purchase of these ambulances supports the safe and secure community-oriented result by providing reliable equipment for public safety.

Interdepartmental Coordination

The Municipal Services Department concurs with this purchase planning and process.

Fiscal Impact

Funds to purchase the apparatus are planned for within the Fire Departments EMS Municipal Equipment Replacement Fund (MERF).

Legal Review

The City Attorney concurs the Council requested action complies with State Statute 67-2807 as a cooperative purchasing process (HGAC contract number AM10-20 - a Public Safety Government Purchasing Organization) and that the proposal was the result of a competitive solicitation process.



150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

HGAC PROPOSAL

May 24, 2023

**City of Idaho Falls
Idaho Falls Fire Department
ATTN: Jon Perry
343 E. Street
Idaho Falls, ID 83405
JPerry@idahofalls.gov**

RE: Two (2) 2024 North Star 153-1 module ambulances

Braun Northwest is pleased to offer the following proposal which is based upon HGAC Contract AM10-20

Two (2) 2024 North Star 153-1 ambulances on 2024 Ford F-450 Super-cab 4x4 ambulance prep diesel chassis per enclosed NS #3601-1 "Approval" specifications dated 08/30/22 and drawings dated 06/27/22 with the following modifications:

- Utilize a 2024 Ford F-450 Super-cab 4x4 diesel chassis

Base Price HGAC CA07	\$182,158.00
Published/Unpublished options taken	\$ 80,355.00
Multi-vehicle Discount	DEDUCT <\$ 1,500.00>
Sub-total for one (1) vehicle	\$261,013.00
Sub-total for two (2) vehicles	\$522,026.00
HGAC Fee	\$ 1,000.00
Total for two (2) vehicles F.O.B. Chehalis, Washington	<u>\$523,026.00*</u>

Sales tax not included

F.O.B.: Chehalis, Washington

DELIVERY: Approximately 500 - 530 days based upon current manufacturing plan and chassis arrival

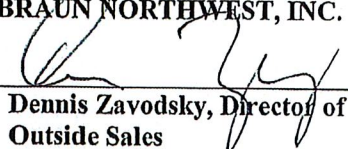
TERMS: Ninety percent (90%) payment due upon receipt of vehicle. Balance due in thirty (30) days.

**Note: The above pricing is based upon estimated 2024 model year chassis and is subject to change when new pricing is released by Ford.*

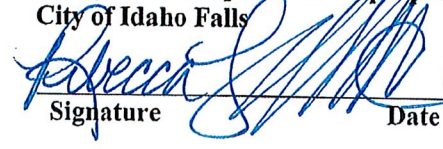
Braun Northwest, Inc. is a Washington dealer (0991-A) with insurance information available upon request.

(Note: This bid is contingent on use of customer's Government Ford Fleet Identification Number.) Failure to secure a FIN will increase the price by the amount of the GPC chassis discount.

**Respectfully Submitted by:
BRAUN NORTHWEST, INC.**


Dennis Zavodsky, Director of
Outside Sales

**We agree to accept the above proposal:
City of Idaho Falls**


Signature

Date

7-26-23

Rebecca L. Noah Casper Mayor
Printed Name Title



TM/DZ
Cc PB

Enclosures: Specifications, drawings

EMERGENCY VEHICLES

www.braunnw.com

Braun NW, Inc.

150 North Star Drive
PO Box 1204
Chehalis, WA 98532
United States

Voice: (360) 748-0195

Fax: (360) 748-0256

INVOICE

Invoice Number: 39553

Invoice Date: Nov 4, 2024

Page: 1

Bill To:
Idaho Falls Fire Dept PO Box 50220 Idaho Falls, ID 83405

Ship to:
Idaho Falls Fire Dept PO Box 50220 Idaho Falls, ID 83405

Customer ID	Customer PO	Payment Terms	
IdahoFalls	PROPOSAL 7/26/23	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Hand Deliver	12/18/24	12/17/24

Quantity	Item	Description	Unit Price	Amount
1.00	M	2024 NORTH STAR AMBULANCE ON A 2024 FORD F450 CHASSIS (4046-1) VIN # 1FD0X4HT7REC17526	261,513.00	261,513.00
1.00	M	CHANGE ORDER #1- DATED 12/5/23	1,175.00	1,175.00
1.00	M	CHANGE ORDER #2- DATED 4/17/24	1,450.00	1,450.00
-1.00	M	CHANGE ORDER #3- DATED 8/13/24	500.00	-500.00
-1.00	M	CHANGE ORDER #4- DATED 10/2/24	200.00	-200.00
1.00	M	CHANGE ORDER #5- DATED 10/23/24	1,900.00	1,900.00
		TERMS: NINETY PERCENT (90%) PAYMENT DUE UPON RECEIPT OF VEHICLE. BALANCE DUE IN THIRTY (30) DAYS. THANK YOU.		
Subtotal				265,338.00
Sales Tax				
Total Invoice Amount				265,338.00
Payment/Credit Applied				
TOTAL				265,338.00

Thank you for your business!

Fax #:
(360) 748-0256

Braun Northwest, Inc.
P. O. Box 1204
Chehalis, WA 98532

Telephone #:
(360) 748-0195

OPTIONS/CHANGE ORDER SUMMARY

CAR #: 4046-1

CUSTOMER: City of Idaho Falls-Idaho Falls Fire Department

DATE SENT	DATE APPROVED	DOCUMENT	ITEMS	\$	TOTAL
5/24/2023	7/26/2023	PROPOSAL	One (1) North Star 153-1 ambulance on a 2024 Ford F-450 Super-cab 4x4 chassis	\$ 182,158.00	
			Published/Unpublished options taken	\$ 80,355.00	
			Multi-vehicle discount	\$ (1,500.00)	
			HGAC fee	\$ 500.00	
			Total Proposal		\$ 261,513.00
12/5/2023	12/5/2023	Change Order #1	2024 F-450 comes with OEM simulators	\$ (575.00)	
			Change to full-length grip strut running boards	\$ 300.00	
			Liquid Spring Suspension- Change the location of the dump override switch	\$ -	
			Entrance Door Skins- Change to paint door skins the same as the cabinets/compartments	\$ 1,050.00	
			Change to a full-length grip strut bumper	\$ 200.00	
			Change to rubber fender rings	\$ -	
			Exterior Oxygen Cylinder Storage- Change the bracket model to accommodate a K-size cylinder	\$ -	
			Interior Fire Suppression- Change to ship loose fire extinguisher and bracket	\$ -	
			Change medication safe model	\$ -	
			Delete the map light	\$ (75.00)	
			12VDC Receptacles- Change from two dual USB-A to combination USB-A/C	\$ 200.00	
			Change to an LED spotlight	\$ 125.00	
			Electric Door Locks- Change Compartment #4 door lock to an interior slam latch	\$ (50.00)	
			Total Change Order #1		\$ 1,175.00
3/27/2024	4/17/2024	Change Order #2	Color Scheme - Change swoosh color	\$ 900.00	
			Color Scheme - Change chevron material	\$ 700.00	
			Cot Mount - Change for BNW to install customer-supplied floor plate and prewire.	\$ (150.00)	
			Total Change Order #2		\$ 1,450.00
8/8/2024	8/13/2024	Change Order #3	Compartment Door Control - Change to BNW standard gas shocks	\$ -	
			Curbside Door Control - Change to a BNW standard gas shock	\$ -	
			Cabinet #11 - Add a paddle latch to the CPR seat to match previous Type 1 builds.	\$ 50.00	
			Color Scheme - Stripe #2 - Change to a printed Oralite sheet for the rear chevrons, to match recently completed	\$ -	
			Exterior Oxygen Cylinder Storage - Change for the customer to install their SCBA brackets.	\$ -	
			Cot Mount - Change to provide provisions for future installation of a PowerLOAD system. This option also includes shipping		
			loose one customer-supplied floor plate BNW received.	\$ (300.00)	
			Antenna - Remove installation of a customer-supplied GPS antenna	\$ (125.00)	
			Traffic Signal Preemption - Change to provide provisions for future installation of an opticom system.	\$ (125.00)	
			Total Change Order #3		\$ (500.00)

M.B.

cc: Rhian, Christian, Laina, Jeff

Fax #:
(360) 748-0256

Braun Northwest, Inc.
P. O. Box 1204
Chehalis, WA 98532

Telephone #:
(360) 748-0195

CAR #: 4046-1

CUSTOMER: City of Idaho Falls-Idaho Falls Fire Department

DATE SENT	DATE APPROVED	DOCUMENT	ITEMS	\$	TOTAL
9/30/2024	10/2/2024	Change Order #4	Running Boards - Change to a star-punched surface. Full length grip strut is unable to be installed on F-series.	\$	-
			Fuel Fill - Change to use the OEM DEF fill location. A fabricated bracket is no longer needed for F-Series.	\$	(200.00)
			Total Change Order #4	\$	(200.00)
10/23/2024	10/23/2024	Change Order #5	Delivery- Add delivery of the completed vehicle.	\$	1,900.00
			Total Change Order #5	\$	1,900.00
			(Totals do not include applicable sales tax)	TOTAL \$	265,338.00

INVOICE SEPARATELY

Braun NW, Inc.

150 North Star Drive
PO Box 1204
Chehalis, WA 98532
United States

Voice: (360) 748-0195

Fax: (360) 748-0256

INVOICE

Invoice Number: 39554

Invoice Date: Nov 4, 2024

Page: 1

Idaho Falls Fire Dept
PO Box 50220
Idaho Falls, ID 83405

Idaho Falls Fire Dept
PO Box 50220
Idaho Falls, ID 83405

Customer ID	Customer PO	Payment Terms	
IdahoFalls	PROPSAL 7/26/23	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Hand Deliver	12/18/24	12/17/24

Quantity	Item	Description	Unit Price	Amount
1.00	M	2024 NORTH STAR AMBULANCE ON A 2024 FORD F450 CHASSIS (4047-1) VIN # 1FD0X4HT5REC15287	261,513.00	261,513.00
1.00	M	CHANGE ORDER #1- DATED 12/5/23	1,175.00	1,175.00
1.00	M	CHANGE ORDER #2- DATED 4/17/24	1,450.00	1,450.00
-1.00	M	CHANGE ORDER #3- DATED 8/13/24	500.00	-500.00
-1.00	M	CHANGE ORDER #4- DATED 10/2/24	200.00	-200.00
1.00	M	CHANGE ORDER #5- DATED 10/23/24	1,900.00	1,900.00
		TERMS: NINETY PERCENT (90%) PAYMENT DUE UPON RECEIPT OF VEHICLE. BALANCE DUE IN THIRTY (30) DAYS. THANK YOU.		
Subtotal				265,338.00
Sales Tax				
Total Invoice Amount				265,338.00
Payment/Credit Applied				
TOTAL				265,338.00

Thank you for your business!

Fax #:
(360) 748-0256

Braun Northwest, Inc.
P. O. Box 1204
Chehalis, WA 98532

Telephone #:
(360) 748-0195

OPTIONS/CHANGE ORDER SUMMARY

CAR #: 4047-1

CUSTOMER: City of Idaho Falls-Idaho Falls Fire Department

DATE SENT	DATE APPROVED	DOCUMENT	ITEMS	\$	TOTAL
5/24/2023	7/26/2023	PROPOSAL	One (1) North Star 153-I ambulance on a 2024 Ford F-450 Super-cab 4x4 chassis	\$ 182,158.00	
			Published/Unpublished options taken	\$ 80,355.00	
			Multi-vehicle discount	\$ (1,500.00)	
			HGAC fee	\$ 500.00	
			Total Proposal	\$	261,513.00
12/5/2023	12/5/2023	Change Order #1	2024 F-450 comes with OEM simulators	\$ (575.00)	
			Change to full-length grip strut running boards	\$ 300.00	
			Liquid Spring Suspension- Change the location of the dump override switch	\$	
			Entrance Door Skins- Change to paint door skins the same as the cabinets/compartments	\$ 1,050.00	
			Change to a full-length grip strut bumper	\$ 200.00	
			Change to rubber fender rings	\$	
			Exterior Oxygen Cylinder Storage- Change the bracket model to accommodate a K-size cylinder	\$	
			Interior Fire Suppression- Change to ship loose fire extinguisher and bracket	\$	
			Change medication safe model	\$	
			Delete the map light	\$ (75.00)	
			12VDC Receptacles- Change from two dual USB-A to combination USB-A/C	\$ 200.00	
			Change to an LED spotlight	\$ 125.00	
			Electric Door Locks- Change Compartment #4 door lock to an interior slam latch	\$ (50.00)	
			Total Change Order #1	\$	1,175.00
3/27/2024	4/17/2024	Change Order #2	Color Scheme - Change swoosh color	\$ 900.00	
			Color Scheme - Change chevron material	\$ 700.00	
			Cot Mount - Change for BNW to install customer-supplied floor plate and prewire.	\$ (150.00)	
			Total Change Order #2	\$	1,450.00
8/8/2024	8/13/2024	Change Order #3	Compartment Door Control - Change to BNW standard gas shocks	\$	
			Curbside Door Control - Change to a BNW standard gas shock	\$	
			Cabinet #11 - Add a paddle latch to the CPR seat to match previous Type I builds.	\$ 50.00	
			Color Scheme - Stripe #2 - Change to a printed Oralite sheet for the rear chevrons, to match recently completed	\$	
			Exterior Oxygen Cylinder Storage - Change for the customer to install their SCBA brackets.	\$	
			Cot Mount - Change to provide provisions for future installation of a PowerLOAD system. This option also includes shipping	\$	
			loose one customer-supplied floor plate BNW received.	\$ (300.00)	
			Antenna - Remove installation of a customer-supplied GPS antenna	\$ (125.00)	
			Traffic Signal Preemption - Change to provide provisions for future installation of an opticom system.	\$ (125.00)	

cc: Rhian, Christian, Laina, Jeff

Fax #:
(360) 748-0256

Braun Northwest, Inc.
P. O. Box 1204
Chehalis, WA 98532

Telephone #:
(360) 748-0195

CAR #: 4047-1

CUSTOMER: City of Idaho Falls-Idaho Falls Fire Department

DATE SENT	DATE APPROVED	DOCUMENT	ITEMS	\$	TOTAL
Total Change Order #3				\$	(500.00)
9/30/2024	10/2/2024	Change Order #4	Running Boards - Change to a star-punched surface. Full length grip strut is unable to be installed on F-series.	\$	-
			Fuel Fill - Change to use the OEM DEF fill location. A fabricated bracket is no longer needed for F-Series.	\$	(200.00)
Total Change Order #4				\$	(200.00)
10/23/2024	10/23/2024	Change Order #5	Delivery- Add delivery of the completed vehicle.	\$	1,900.00
Total Change Order #5				\$	1,900.00
(Totals do not include applicable sales tax)				TOTAL \$	265,338.00

INVOICE SEPARATELY

Memorandum

File #: 24-397

City Council Meeting

FROM: Duane A. Nelson
DATE: Thursday, November 7, 2024
DEPARTMENT: Fire Department

Subject

Approval of Stryker ProCare Maintenance Agreement

Council Action Desired

- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the 3-year Stryker ProCare maintenance agreement between the City and Stryker Sales, LLC, and give authorization for the Mayor and City Clerk to sign necessary documents (or take other appropriate action).

Description, Background Information & Purpose

Stryker is the vendor Idaho Falls Fire uses for ambulance equipment and maintenance. The Stryker ProCare maintenance agreement is a 3-year EMS equipment and maintenance agreement with Stryker Sales, LLC. This agreement allows for all the Fire Department LifePak monitors and AED's to be maintained and repaired annually. The agreement allows the Fire Department to engage in long-term capital planning for maintaining and replacing equipment.

Alignment with City & Department Planning Objectives



This maintenance agreement supports public safety through improvements to life-saving equipment and allows for the fire department to establish long-term financial planning in the EMS fund.

Interdepartmental Coordination

N/A

Fiscal Impact

EMS accounts have been budgeted to fund this agreement.

Legal Review

The City Attorney's office has reviewed this maintenance agreement. The Agreement is subject to the terms and

conditions of the October 31, 2022 Master Agreement (No. 211016653) between Stryker Sales, LLC and the City, including the State and Local Government Customer Rider, attached as Schedule 001 of that Master Agreement. The proposed action meets the requirements of Idaho Code § 67-2806 and is within the City's authority as established by Idaho law.



Three Year Prevent

Quote Number:	11013086	Rep:	Annie Hoffman
Version:	1	Email:	annie.hofman@stryker.com
Prepared For:	IDAHO FALLS FIRE STATION 1	Phone Number:	
Attn:			
GPO:	CUSTOMER CONTRACT	Service Rep:	Ian Bishop
Quote Date:	10/30/2024	Email:	ian.bishop@stryker.com
Expiration Date:	11/29/2024		
Contract Start:	10/01/2024		
Contract End:	09/30/2027		

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	IDAHO FALLS FIRE STATION 1	Name:	IDAHO FALLS FIRE STATION 1	Name:	CITY OF IDAHO FALLS FIRE DEPT
Account #:	20030232	Account #:	20030232	Account #:	20127062
Address:	343 E ST	Address:	343 E ST	Address:	POBox 50220
	IDAHO FALLS		IDAHO FALLS		IDAHO FALLS
	Idaho 83402-3676		Idaho 83402-3676		Idaho 83405-0220

ProCare Products:

#	Product	Description	Months	Qty	List Price	Discount %	Sell Price	Total
1.0	LIFEPAK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR ✓ Parts, Labor, Travel ✓ Preventative Maintenance ✓ Batteries Service	36	5	\$2,204.00	10.0%	\$5,950.80	\$29,754.00
2.0	LIFEPAK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR ✓ Parts, Labor, Travel ✓ Preventative Maintenance ✓ Batteries Service	36	9	\$2,204.00	10.0%	\$5,950.80	\$53,557.20
3.0	AED-FIELD-PROCARE	PROCARE-SVC-AED-FIELD-REPAIR ✓ Preventative Maintenance ✓ Batteries Service	36	15	\$456.00	10.0%	\$1,231.20	\$18,468.00
ProCare Total:								\$101,779.20
ProCare Annual Payment:								\$33,926.40

Price Totals:



Three Year Prevent

Quote Number: 11013086
Version: 1
Prepared For: IDAHO FALLS FIRE STATION 1
Attn:

Rep: Annie Hoffman
Email: annie.hofman@stryker.com
Phone Number:

GPO: CUSTOMER CONTRACT
Quote Date: 10/30/2024
Expiration Date: 11/29/2024
Contract Start: 10/01/2024
Contract End: 09/30/2027

Service Rep:
Email:

Authorized Customer Signer (Printed) Date

Stryker Authorized Signature (Printed) Date

Authorized Customer Signature Date

Stryker Authorized Signature Date

Purchase Order Number

Service Terms and Conditions:
The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com> The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Payment Schedule

Starting Balance:

\$101,779.20

Date	Payment	Balance
10/01/2024	\$33,926.40	\$67,852.80
10/01/2025	\$33,926.40	\$33,926.40
10/01/2026	\$33,926.40	\$ -

Equipment Service Plan

Line Item #	Model	Serial #
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50346044
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	44829496
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	44148588
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	45463391
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	44829537
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49312918
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49313349
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49313414
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49313197
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49312940
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49313436
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49313370
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49312973
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49313276
3.0	PROCARE-SVC-AED-FIELD-REPAIR	49713275
3.0	PROCARE-SVC-AED-FIELD-REPAIR	49713297
3.0	PROCARE-SVC-AED-FIELD-REPAIR	49713256
3.0	PROCARE-SVC-AED-FIELD-REPAIR	49713268
3.0	PROCARE-SVC-AED-FIELD-REPAIR	49713298
3.0	PROCARE-SVC-AED-FIELD-REPAIR	49713255
3.0	PROCARE-SVC-AED-FIELD-REPAIR	49713281
3.0	PROCARE-SVC-AED-FIELD-REPAIR	49713274
3.0	PROCARE-SVC-AED-FIELD-REPAIR	49713258
3.0	PROCARE-SVC-AED-FIELD-REPAIR	49713266
3.0	PROCARE-SVC-AED-FIELD-REPAIR	49713295
3.0	PROCARE-SVC-AED-FIELD-REPAIR	49713286
3.0	PROCARE-SVC-AED-FIELD-REPAIR	49713294
3.0	PROCARE-SVC-AED-FIELD-REPAIR	49713270
3.0	PROCARE-SVC-AED-FIELD-REPAIR	49713257

Purchase Order Form



Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number _____

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Stryker Terms and Conditions

www.stryker.com/stnc

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - o Stryker will continue to offer contractual service on a yearly basis only
 - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

Memorandum

File #: 24-392

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, November 6, 2024
DEPARTMENT: Public Works

Subject

Bid Award - Pancheri Trail Phase 2

Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the plans and specifications; award to the lowest responsive, responsible bidder, JM Concrete Inc., in the amount of \$496,555.00; and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

On Tuesday, November 5, 2024, bids were received and opened for the Pancheri Trail Phase 2 project. The tabulation of bid results is attached. The purpose of the proposed bid award is to facilitate pedestrian guardrail construction on the Pancheri Bridge.

Alignment with City & Department Planning Objectives



This project supports the community-oriented results of safe and secure community and reliable public infrastructure by investing in pedestrian safety improvements on the Pancheri Bridge.

Interdepartmental Coordination

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

Fiscal Impact

Funds for this project have been budgeted by the Parks and Recreation Department and expenditures will be reimbursed by the Transportation Alternatives Program. The city will be required to pay a 7.34% match for the project. Sufficient funding and budget authority exist for completion of the proposed improvements.

Legal Review

The Legal Department reviewed the bid process and concurred that the desired Council action is compliant with the Idaho State Code.

2-37-24-4-PRK-2022-15
2024-056

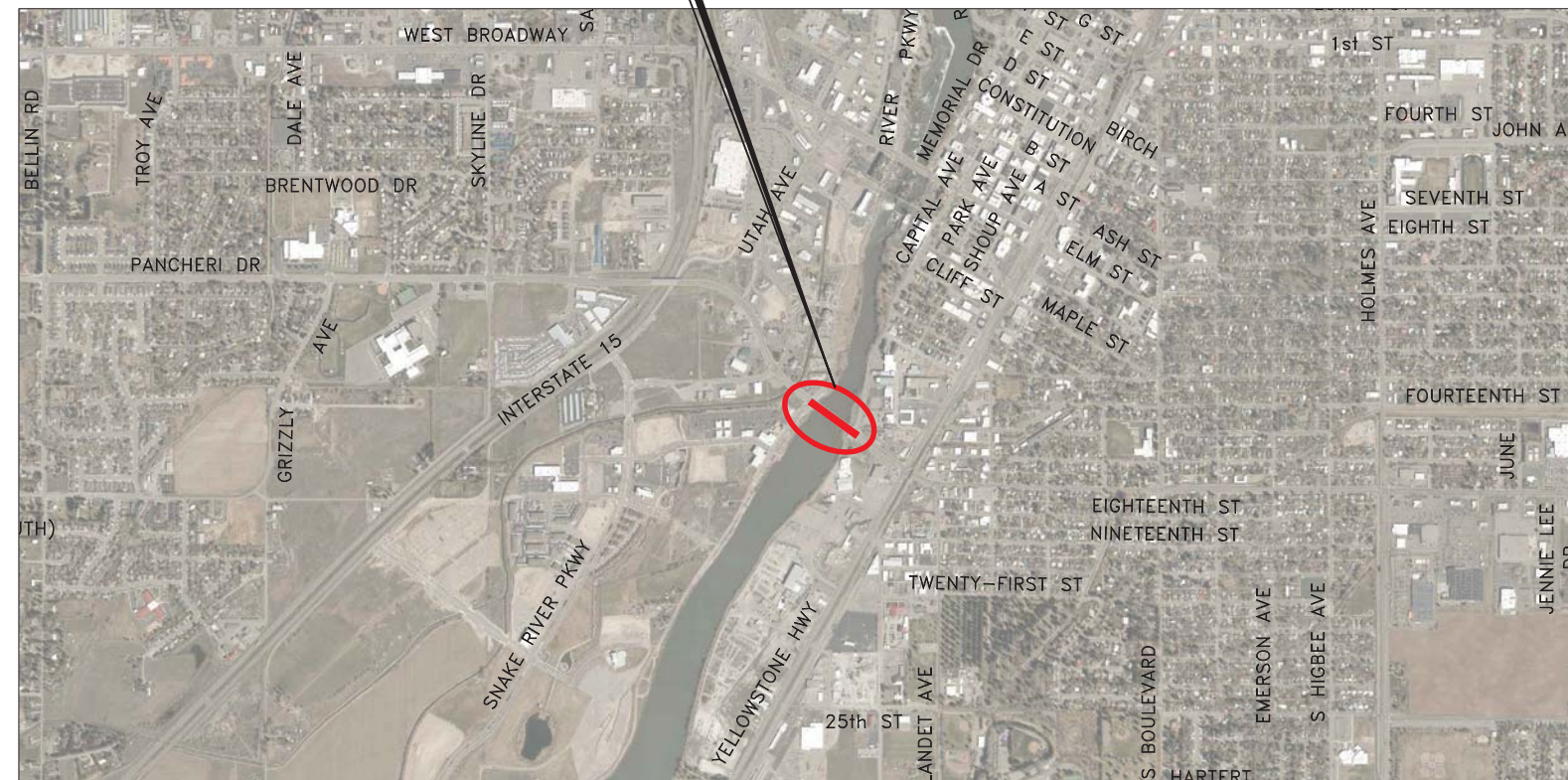
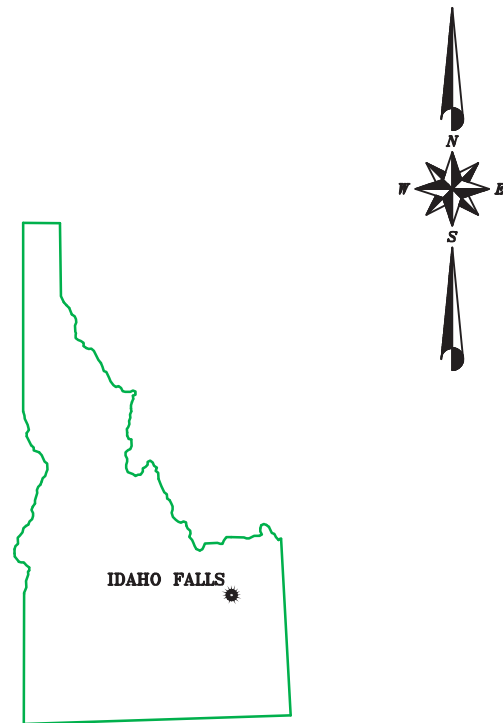
PANCHERI TRAIL PHASE 2

KEY #22959

IDAHO FEDERAL AID #A022(959)

CITY PROJECT # 2-37-24-4-PRK-2022-15

PROJECT LOCATION



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

MICHELLE ZIEL-DINGMAN
LISA BURTENSHAW
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

2023

Digitally signed by Kent J. Fugal Fugal: A01410C00000177F92E041C00017649 Date: 2023.07.14 11:14:11-06'00'			
AS BUILT DATE / BY:		IDAHO FALLS PUBLIC WORKS	
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY		ENGINEERING DIVISION	
PANCHERI TRAIL PHASE 2 KEY #22959 TITLE PAGE			
CHECKED BY: CC	DESIGN TECH: CEP	DATE PLOTTED: 7/13/2023	SHEET NO. 1 OF 9

City of Idaho Falls

Engineering Division Engineer's Estimate

Project: Pancheri Trail Phase 2 (Key 22959)

Number: 2-37-24-4-PRK-2022-15

Submitted: Chris Canfield, P.E.

Date: July 12, 2023

Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		JM Concrete		Knife River Corporation		Cannon Builders Inc	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
BASE BID											
DIVISION 200 - EARTHWORK											
201.4.1.D.1.a	Removal of Concrete	207	SY	\$30.00	\$6,210.00	\$20.00	\$4,140.00	\$20.00	\$4,140.00	\$20.00	\$4,140.00
201.4.1.D.1.b	Removal of Asphalt	107	SY	\$15.00	\$1,605.00	\$20.00	\$2,140.00	\$16.00	\$1,712.00	\$26.00	\$2,782.00
201.4.1.E.1	Removal of Curb & Gutter	181	LF	\$15.00	\$2,715.00	\$15.00	\$2,715.00	\$8.00	\$1,448.00	\$32.00	\$5,792.00
DIVISION 300 - TRENCHING											
307.4.1.G.1	Type "P" Surface Restoration (Asphalt Roadway)	59	SY	\$50.00	\$2,950.00	\$100.00	\$5,900.00	\$380.00	\$22,420.00	\$315.00	\$18,585.00
DIVISION 700 - CONCRETE											
706.4.1.A.7	Curb and Gutter, Type Transitional	202	LF	\$75.00	\$15,150.00	\$50.00	\$10,100.00	\$139.00	\$28,078.00	\$48.00	\$9,696.00
706.4.1.E.1.a	Concrete Sidewalks, 4" thickness	56	SY	\$175.00	\$9,800.00	\$90.00	\$5,040.00	\$190.00	\$10,640.00	\$100.00	\$5,600.00
706.4.1.E.1.b	Concrete Sidewalks, 7" thickness	180	SY	\$175.00	\$31,500.00	\$120.00	\$21,600.00	\$195.00	\$35,100.00	\$115.00	\$20,700.00
DIVISION 1000 - CONSTRUCTION STORMWATER BMP's											
1001.4.1.A.1	Sediment Control	1	LS	\$20,000.00	\$20,000.00	\$1,000.00	\$1,000.00	\$3,270.00	\$3,270.00	\$2,000.00	\$2,000.00
DIVISION 2000 - MISCELLANEOUS											
2010.4.1.A.1	Mobilization	1	LS	\$115,933.05	\$115,933.05	\$102,500.00	\$102,500.00	\$90,000.00	\$90,000.00	\$115,000.00	\$115,000.00
SPECIAL PROVISIONS											
S1199	Crash Attenuator	2	EA	\$40,000.00	\$80,000.00	\$30,000.00	\$60,000.00	\$44,000.00	\$88,000.00	\$26,800.00	\$53,600.00
504-035A	Combination Pedestrian/Bicycle & Traffic Railing	882	LF	\$410.00	\$361,620.00	\$285.00	\$251,370.00	\$350.00	\$308,700.00	\$425.00	\$374,850.00
579-005A	Bond Reinforcing Steel	1	LS	\$171,288.00	\$171,288.00	\$20,000.00	\$20,000.00	\$27,000.00	\$27,000.00	\$22,500.00	\$22,500.00
TOTAL BASE BID					\$818,771.05	\$486,505.00		\$620,508.00		\$635,245.00	
ADDITIVE ALTERNATE BID SCHEDULE NO.1											
SPECIAL PROVISIONS											
574-005A	Anti-Graffiti Coating	4020	SF	\$3.20	\$12,864.00	\$2.50	\$10,050.00	\$7.00	\$28,140.00	\$5.00	\$20,100.00
TOTAL ADDITIVE ALTERNATE BID SCHEDULE NO.1					\$12,864.00	\$10,050.00		\$28,140.00		\$20,100.00	
GRAND TOTAL					\$831,635.05	\$496,555.00		\$648,648.00		\$655,345.00	

File #: 24-387

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Friday, November 1, 2024
DEPARTMENT: Municipal Services

Subject

Purchase Replacement Equipment for Parks and Recreation

Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the purchase of replacement equipment for Parks and Recreation from the Sourcwell cooperative purchasing contract 011723-JDC with John Deere for a total of \$179,270.68 and authorize the Mayor to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

This purchase will replace unit 6808, a 2009 JCB backhoe that has reached the end of its useful life.

Alignment with City & Department Planning Objectives



The purchase of the replacement equipment supports the reliable public infrastructure and transportation community-oriented result by replacing equipment that has reached its useful life.

Interdepartmental Coordination

The Parks and Recreation Department concurs with this award recommendation.

Fiscal Impact

Sufficient funding for this purchase is located within the 2024/25 Parks and Recreation Municipal Equipment Replacement Fund (MERF) budget.

Legal Review

The Legal Department concurs that the desired Council action complies with Idaho Code § 67-2807. Legal has reviewed the Sourcwell Contract #011723-JDC and confirmed that it was awarded through a competitive solicitation process as required by Idaho law.



JOHN DEERE

Retail Purchase Order

RDO Equipment Co.
1505 Foote Dr
Idaho Falls ID, 83402
Phone: (208) 523-9915 - Fax:

Bill To:
CITY OF IDAHO FALLS
PO BOX 50220
IDAHO FALLS, ID, 834050220
BONNEVILLE ()
(208) 612-8433

Purchase Order Date: 10/17/2024
Purchase Order #: 1830882
Purchaser Account #: 84330001
Customer Purchase Order #: Tyler

Customer Purchaser Type: Governmental - City/Town/Village
Customer Market Use: Road Building - Highways & Sts. Const.
Location of First Working Use: IDAHO FALLS, ID, 834050220
Dealer Account Number: 175951
Sales Professional: Todd Robinson
Phone: (208) 221-8385
Fax:
Email: trobinson@rdoequipment.com

Comments

Sourswell discounts applied City of Idaho Falls account# 24221.
John Deere
Heavy construction equipment
Without Price Increase.
#011723-JDC
Maturity Date: 4/14/2027
With Price Increase.

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	List Price Per Unit	Cash Price
1	TBD TBD	0	New 2025 JOHN DEERE 320P	\$233,661.00	\$149,022.13
1	TBD TBD	0	New 2024 NPK C4C Compactor	\$11,080.00	\$9,572.38
1	TBD TBD	0	New 2024 NPK PH 4 Hammer	\$26,005.00	\$20,676.17
Equipment Subtotal:					\$179,270.68

Purchase Order Totals

Balance:	\$179,270.68
Total Taxable Amount:	\$0.00
ID STATE TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$179,270.68
Cash with Order:	\$0.00
Balance Due:	\$179,270.68

Legal Information

For the Construction Product(s)

ACKNOWLEDGMENTS - Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above Product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Product(s) ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims of a bankruptcy trustee or a buyer in the ordinary course of business, the Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order. I (we) hereby grant a security interest to RDO Equipment in the Product.

DISCLOSURE OF REGULATION APPLICABILITY - When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE - The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in "AS IS" condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

Signature Area

Purchase Order Accepted By:

(Customer's Signature)

(Date Accepted)

(Authorized Signature of Dealer)

(Date Accepted)

Delivery of Equipment Acknowledgement:

(Customer's Signature)

Date Accepted

(Account Manager's Signature)

Date Accepted

Standard Warranty Acknowledgement:

(Delivered On)

(Warranty Begins)

(Customer's
Initials)

(Account
Manager's
Initials)

Extended Warranty Oil Sampling Acknowledgement:

(Customer's Initials)

(Account Manager's Initials)

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2025 JOHN DEERE 320P	17C0T 320 P-tier Backhoe Loader 0202 United States 0351 Translated Text Labels 0259 English 1003 Cab 8096 Premium Mirror Option - Exterior Rear View Mirrors (2) and Front View Mirror (1) 8109 Sun Visor 8146 Left Side Console Storage with Cup Holders 8183 Radio, Bosch Premium Package 8208 Seat, Cloth Air-Suspension - Heated 183E JDLINK™ 3009 Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential 4006 John Deere 4.5L - FT4/Stage IV 8075 Diagnostic Oil Sampling Ports 5255 Galaxy 550 Radial - 500/70R24 Rear & 340/80R18 Front 6154 Dual Batteries with Disconnect, Jump Post, and Engine Block Heater 8142 LED Light Package 8226 Strobe Light with Magnetic Mount 6752 Extendible Dipperstick 6577 1250 lb. (567 kg.) Front Counterweight 8131 Heavy-Duty Stabilizer Pads 8313 Stabilizer Guard 7002 Auxiliary Hydraulics with One & Two Way Flow (Hammer & Thumb/Swinger) 7028 Pilot Controls, Two Lever, with Pattern Selection 7037 Two-Function Loader Hydraulics, Single Lever 8165 Auto Ride Control 7806 24 in. (611 mm.) Heavy-Duty Bucket, 6.9 cu. ft. (0.20 cu. m.) 7707 Multi-Brand Quick Coupler - 42 in. Thumb Ready 7859 92 in. (2.35 m.) General Purpose Bucket, 1.39 cu. yd. (1.06 cu. m.) 8027 Thumb - 42 in. 4 Tine 8062 Backhoe Boom Protection Plate 8115 MFWD Driveshaft Guard 8126 Heavy-Duty Grille Frame
1	TBD	2024 NPK C4C Compactor	C4112 NPK MODELS: C4C BASE PLATE WIDTH: 23.00 IN COMPACTOR CONFIGURATION: FIXED BACKFILL BLADE CONFIGURATION: NONE L2890 CARRIER MANF: DEERE CARRIER MODEL # MTG: 80C, 85D, 85G, 75D, 75C, 75G NPK MODELS: C3D, C4B, C4C MOUNTING TYPE: DEDICATED
1	TBD	2024 NPK PH 4 Hammer	PH4005 PH4 HAMMER CP/G015 LUBE 11060993 NPK MODELS: E205, GH4, PH4 HAMMER TOOL TIP TYPE: FX CROSSCUT CHISEL WORKING TOOL LENGTH: 18 IN L2258 CARRIER MANF: DEERE CARRIER MODEL # MTG: 310E, 310G, 310J, 310K, 310L NPK MODELS: E204, GH3, PH3, E205, GH4, PH4 MOUNTING TYPE: DEDICATED BRACKET TYPE: FLAT TOP Q/A: NPK pin grabbe

STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, COMPACT CONSTRUCTION (CCE) FORESTRY, AND UTILITY PRODUCTS – US & Canada

- **Construction & Forestry Products:** 12 months/unlimited hours (whichever occurs first) Full Machine Standard Warranty
- **Compact Construction Equipment (CCE) Products:** 24 months or 2000 hours (whichever occurs first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **DC & DE Pull-Type Scrapers:** 12 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURAL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Additional Labor Time - Above Dealer Labor Rate
6. Additional Cleaning - Above Dealer Labor Rate
7. Rental Fees
8. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, negligence, collision, or other accidents.
9. Premiums charged for Overtime Labor
10. Transportation to and from the dealership.
11. Travel time, mileage, or service calls by the dealer.
12. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
13. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers.
14. Torn, cut, or worn hoses.
15. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
16. Items such as cutting-edge parts, delimbing knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
17. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
18. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
19. Parts supplied by or repairs, maintenance or modifications performed by someone other than an authorized John Deere dealer, including any damage caused by such use of parts, repairs, maintenance, or modifications not performed by an authorized John Deere dealer.
20. Topping off fluids when fluid levels fall in the range between low and full
21. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
22. Attachments installed aftermarket – i.e., Winch not installed at factory.
23. Custom options installed outside the factory – i.e., G.R. Manufacturing option packages.
24. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. The product is modified or altered in ways not approved by John Deere; or
2. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
3. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

File #: 24-389

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Friday, November 1, 2024
DEPARTMENT: Municipal Services

Subject

Bid IF-25-003, Purchase Road Salt for Public Works

Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the bid received from the lowest responsive responsible bidder, Compass Minerals America, Inc. for a total of \$139,770.00 (or take other action deemed appropriate).

Description, Background Information & Purpose

On October 25, 2024, bids were received for the annual purchase of road salt. This purchase will provide approximately 3,000 tons of road salt for the Public Works Department, Streets Division.

Alignment with City & Department Planning Objectives



The purchase of road salt supports the reliable transportation community-oriented result for providing safe and reliable transportation on city streets.

Interdepartmental Coordination

Public Works concurs with the award recommendation.

Fiscal Impact

Sufficient funding for this purchase is located within the 2024/25 Public Works, Streets Division operating budget.

Legal Review

The Legal Department concurs that the desired Council action complies with State Statute.

City of Idaho Falls Municipal Services Department Bid Tabulation												
Project: Road Salt		Number: IF-25-003										
Submitted: Municipal Services Finance Division		Date: October 25, 2024										
Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Compass Minerals America Inc. Overland Park, KS			Specialty Construction Supply Idaho Falls, ID		
					Unit Price	Total Amount	Price Per Ton	Total Amount	Exceptions	Price Per Ton	Total Amount	Exceptions
1	I	Road Salt	3,000	Ton	N/A	N/A	\$46.59	\$139,770.00	none	\$46.75	\$140,250.00	none
		TOTAL						\$ 139,770.00			\$ 140,250.00	

File #: 24-391

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Monday, November 4, 2024
DEPARTMENT: Municipal Services

Subject

Purchase Replacement Equipment for Public Works, Streets Division

Council Action Desired

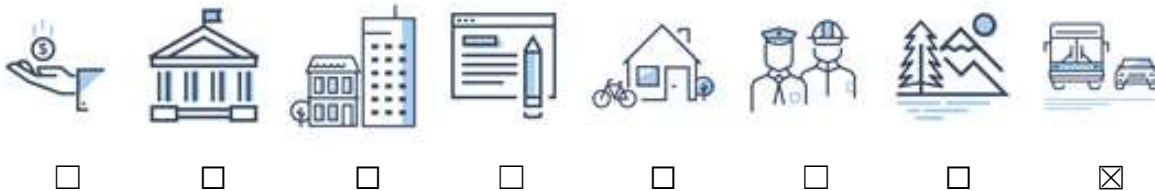
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the purchase of replacement equipment for Public Works, Streets Division from the Sourcewell cooperative purchasing contract 011723-CAT with Western States for a total of \$292,047.00 and authorize the Mayor to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

This purchase will replace unit 1506, a 2005 CAT Hydro Excavator that has reached the end of its useful life.

Alignment with City & Department Planning Objectives



The purchase of the replacement equipment supports the reliable public infrastructure and transportation community-oriented result by replacing equipment that has reached its useful life.

Interdepartmental Coordination

The Public Works Department concurs with this award recommendation.

Fiscal Impact

Sufficient funding for this purchase is located within the 2024/25 Public Works, Streets Division approved budget.

Legal Review

The Legal Department concurs the desired Council action complies with Idaho Code § 67-2807. Legal has reviewed Sourcewell Contract # 011723-CAT and confirmed that it was awarded through a competitive solicitation process as required by Idaho law.



Idaho Falls
1200 Foote Dr Idaho Falls, ID 83402
208.552.2287

SOLD TO:
City Of Idaho Falls
PO Box 50220
Idaho Falls, ID 83405-0220

SHIP TO:
Office
PO Box 50220
Idaho Falls, ID 83405-0220

SALES AGREEMENT

AGREEMENT: Q000366236-7
AGREEMENT DATE: 10/8/2024
AGREEMENT EXPIRES: 6/2/2024
WAREHOUSE: Idaho Falls Machine Sales
CUSTOMER NO.: 4206800
CUSTOMER PO:
SALESMAN: Ben L Winder

Ben.Winder@wseco.com

ITEM DESCRIPTION	PRICE
Caterpillar M315F S/N: TBD	\$379,051.00
● AM CPLR PG SHEX S/N: 184942-01-01 ID: E0040186	
● Delivery Freight	
● New Warranty - 5 year 2000hr. governmental fail safe warranty.	
Caterpillar WT-ALLIED Build S/N: TBD - 38" AMI Graptor Bucket .69 YD.	\$30,680.00
List Price Discount - 8.5% Sourcewell Discount -	(\$30,684.00)
List Price Discount - Regional 315 excvator discount	(\$87,000.00)
-	

Notes	Before Tax Balance	\$292,047.00
Sourcewell Quote on Cat contract number 011723-CAT	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	\$292,047.00

Western States Equipment	City Of Idaho Falls
Order Received by _____	Approved and Accepted by _____
Title <u>Regional Sales Manager</u> Date _____	Title _____ Date _____
	Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



EQUIPMENT DETAILS

6235740 M315 07D WHL HEX AM-N CFG2	6000492 STICK, 8' 2"
6223487 CYLINDERS, VA, ADV, RC	5654313 SPEED, MAX MPH
5711266 UC, OUT FRONT & REAR	5760800 NO FENDERS
6005695 TIRES,10-20 DUAL APOLLO AWE713	6223582 AUX HYD, HP1 & MP, VA
5289505 JOYSTICK, 1-SLIDER	5557286 NETWORK MANAGER, A6N1
5762683 CAMERA, REAR & RH VIEW	5252938 MIRRORS, VA & MH
5216833 DECALS, NORTH AMERICA (ANSI)	0G9240 COMPLETE STORAGE PROTECTION
6000497 LINES, QC, STICK 8'2"	5670427 BEACON, CAB
5236363 AUTOLUBE, STICK 8'2"	4919770 CAB, DELUXE, 70/30
5998366 LINES, MPF, STICK 8' 2"	6191639 CONTROLLER, RC/JS
5286146 SENSOR, GRADE /SB /RC	6222597 MCV, ADV, VA, SMARTBOOM
6388820 GRADE 2D ASST W/ARO & PAYLOAD	0P9003 LANE 3 ORDER
5465652 DECALS, GRADE ADV & 3D, ANSI	
38" Graptor bucket	WT-ALLIED WT-ALLIED
QT2433PGH CAT130 HYDRAULIC PG COUPLER CAT 313F	C/W ONE SET OF PINS FOR CAT 313F
SS5	

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by **(1)** the execution of this SA by a representative of Customer or **(2)** Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or **(3)** the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. ASSIGNMENTS: No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. INDEMNITY: Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

13. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or indential counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____

By: _____

Print Name: _____

Title: _____

Date: _____

WESTERN STATES EQUIPMENT COMPANY

By: _____

Print Name: _____

Title: Regional Sales Manager

Date: _____



**STANDARD WARRANTY AND APPLICATION FOR
EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS**

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME City Of Idaho Falls			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE PO Box 50220 Idaho Falls, ID 83405-0220				
EXTENDED WARRANTY COVERAGE New Warranty - 5 year 2000hr. governmental fail safe warranty.				
MODEL	PRODUCT DESCRIPTION	HOURL METER	SERIAL NUMBER	DELIVERY DATE

IMPORTANT NOTE TO OWNER: Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements _____ (initial)

OWNER/LESSEE SIGNATURE : _____ DATE: _____

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : _____ DATE: _____

TRANSFER: The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application ☐ COMMERCIAL ☐ FORESTRY ☐ WASTE ☐ GOVERNMENTAL ☐ AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.

CATERPILLAR STANDARD WARRANTY

General Provisions: Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA 61629-3345.

Warranty Period: The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

Caterpillar Responsibilities: If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. **Owner Responsibilities:** The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

EXTENDED REPAIR COVERAGE

A. General Provisions: During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

Warranty Periods: Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

Owners Responsibilities: The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

Power Train Extended Coverage: The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

Power Train Plus Hydraulics Extended Coverage: The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

Full Machine Extended Coverage: All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

B. ITEMS NOT COVERED: Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

C. TERMINATION OF EXTENDED COVERAGE: Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY: In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product or the breach of performance of Western States Equipment obligations under Extended Coverage.

E. OBTAINING EXTENDED COVERAGE SERVICE: To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

F. TRANSFER OF UNUSED COVERAGE UPON RESALE: Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

G. CANCELLATION OF COVERAGE: The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.

I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.

J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDER OWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228

First Name

Last Name

Email

Phone

Company

WHAT WOULD YOU LIKE ACCESS TO?

- ☐ VisionLink® (fleet management)
- ☐ Parts.Cat.Com/Cat® Central (buy parts online)
- ☐ Cat® Inspect (paperless inspection platform)
- ☐ Cat® SOS Manager (oil samples)
- ☐ Cat® Rental Store (manage equipment rentals)
- ☐ Cat® SIS (service & parts information)

Memorandum

File #: 24-396

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Friday, November 8, 2024
DEPARTMENT: Municipal Services

Subject

Purchase of in-Car Motorola Radios for Police Department

Council Action Desired

- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the purchase of 15 in-car radios from Motorola Solutions accessing the State of Idaho contract for a total of \$92,950.35 (or take other action deemed appropriate).

Description, Background Information & Purpose

This request is to purchase the annual budgeted in-car radios for the Police Department. The Motorola radios were authorized by City Council as a sole source vendor on December 10, 2020. Last fiscal year, the Police Department received approval to purchase 18 in-car radios for a total of \$97,896.42.

Alignment with City & Department Planning Objectives



The purchase of the in-car radios supports the safe and secure community-oriented result by providing essential equipment to the Police Department.

Interdepartmental Coordination

Municipal Services has reviewed and concurs with the purchase request.

Fiscal Impact

Sufficient funding for this purchase is included within the 2024/25 Police Department equipment budget.

Legal Review

The Legal Department concurs that the desired Council action complied with Idaho Code § 67-2803(1).

11/06/2024

IDAHO FALLS POLICE DEPARTMENT
PO BOX 50220
IDAHO FALLS, ID 83402

RE: Motorola Quote for 9 APX6500 Patrol/6 APX6500 Admin

Dear John Marley,

Motorola Solutions is pleased to present IDAHO FALLS POLICE DEPARTMENT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide IDAHO FALLS POLICE DEPARTMENT with the best products and services available in the communications industry. Please direct any questions to Dan Argyle at dargyle@daywireless.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Dan Argyle
Senior Govt. Account Rep

Motorola Solutions Manufacturer's Representative

Billing Address:
IDAHO FALLS POLICE
DEPARTMENT
PO BOX 50220
IDAHO FALLS, ID 83402
US

Shipping Address:
Day Wireless Systems
450 E. Day Street Suite A
Pocatello, Idaho 83201
US

Quote Date:11/06/2024
Expiration Date:01/05/2025
Quote Created By:
Dan Argyle
Senior Govt. Account Rep
dargyle@daywireless.com
208-809-0566

End Customer:
IDAHO FALLS POLICE DEPARTMENT
John Marley
jmarley@idahofalls.gov
(208) 612-8634

Freight Terms:FREIGHT PREPAID
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	9	\$3,383.12	\$2,469.68	\$22,227.12
1a	G51AU	ENH: SMARTZONE OPERATION APX6500	9	\$1,320.00	\$963.60	\$8,672.40
1b	G67DT	ADD: REMOTE MOUNT E5 APXM	9	\$327.00	\$238.71	\$2,148.39
1c	G78AT	ENH: 3 YEAR ESSENTIAL SVC	9	\$288.00	\$288.00	\$2,592.00
1d	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	9	\$0.00	\$0.00	\$0.00
1e	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	9	\$66.00	\$48.18	\$433.62
1f	G843AH	ADD: AES ENCRYPTION AND ADP	9	\$523.00	\$381.79	\$3,436.11
1g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	9	\$0.00	\$0.00	\$0.00
1h	G806BL	ENH: ASTRO DIGITAL CAI OP APX	9	\$567.00	\$413.91	\$3,725.19
1i	GA01670AA	ADD: APX E5 CONTROL HEAD	9	\$717.00	\$523.41	\$4,710.69
1j	W22BA	ADD: STD PALM MICROPHONE APX	9	\$79.00	\$57.67	\$519.03
1k	QA09113AB	ADD: BASELINE RELEASE SW	9	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	W969BG	ENH: MULTIKEY OPERATION	9	\$363.00	\$264.99	\$2,384.91
1m	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	9	\$47.00	\$34.31	\$308.79
1n	G361AH	ENH: P25 TRUNKING SOFTWARE APX	9	\$330.00	\$240.90	\$2,168.10
2	LSV00Q00202A	DEVICE PROGRAMMING	9	\$200.00	\$200.00	\$1,800.00
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
3	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	6	\$3,383.12	\$2,469.68	\$14,818.08
3a	G90AC	ADD: NO MICROPHONE NEEDED APX	6	\$0.00	\$0.00	\$0.00
3b	G72AD	ADD: APX O3 HANDHELD CH	6	\$1,041.00	\$759.93	\$4,559.58
3c	G51AU	ENH: SMARTZONE OPERATION APX6500	6	\$1,320.00	\$963.60	\$5,781.60
3d	G67DR	ADD: REMOTE MOUNT O3 APXM	6	\$327.00	\$238.71	\$1,432.26
3e	G78AT	ENH: 3 YEAR ESSENTIAL SVC	6	\$288.00	\$288.00	\$1,728.00
3f	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	6	\$0.00	\$0.00	\$0.00
3g	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	6	\$66.00	\$48.18	\$289.08
3h	G843AH	ADD: AES ENCRYPTION AND ADP	6	\$523.00	\$381.79	\$2,290.74
3i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	6	\$0.00	\$0.00	\$0.00
3j	G806BL	ENH: ASTRO DIGITAL CAI OP APX	6	\$567.00	\$413.91	\$2,483.46
3k	QA09113AB	ADD: BASELINE RELEASE SW	6	\$0.00	\$0.00	\$0.00
3l	W969BG	ENH: MULTIKEY OPERATION	6	\$363.00	\$264.99	\$1,589.94
3m	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	6	\$47.00	\$34.31	\$205.86
3n	G361AH	ENH: P25 TRUNKING SOFTWARE APX	6	\$330.00	\$240.90	\$1,445.40
4	LSV00Q00202A	DEVICE PROGRAMMING	6	\$200.00	\$200.00	\$1,200.00

Grand Total

\$92,950.35(USD)



Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

File #: 24-385

City Council Meeting

FROM: Corrin Wilde, City Clerk
DATE: Tuesday, October 29, 2024
DEPARTMENT: Mayor's Office

Subject

Minutes from Council Meetings

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

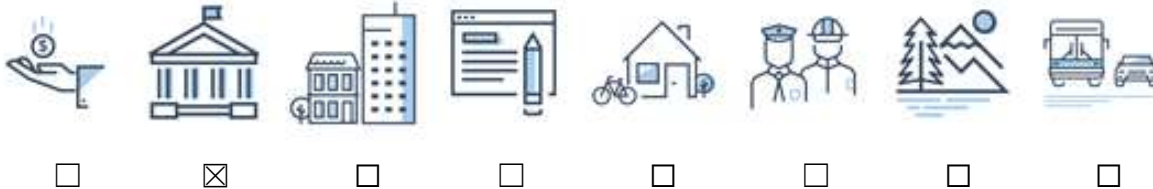
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the Minutes from the City Council meetings held on the following dates: 24 October 2024, 14 March 2024, 18 September 2023 (City Council Special Meeting) and 30 March 2023.

Description, Background Information & Purpose

These are from the 24 October 2024 City Council Meeting, 14 March 2024 City Council Meeting, 18 September 2023 City Council Special Meeting and 30 March 2023 City Council Meeting.

Alignment with City & Department Planning Objectives



The Minutes support the Good Governance community-oriented result by providing assurance of regulatory and policy compliance to facilitate transparency and minimize and mitigate risk.

Interdepartmental Coordination

N/A

Fiscal Impact

N/A

Legal Review

N/A



City Council Meeting Minutes

680 Park Avenue
Idaho Falls, ID 83402

Thursday, October 24, 2024,

7:30 PM

City Council Chambers

1. Call to Order

Present: Council President Burtenshaw, Councilor Radford, Councilor Ziel-Dingman, Councilor Freeman, Councilor Francis; and Councilor Larsen

Absent: Mayor Rebecca L Noah Casper

Also present:

All available Department Directors
Micheal Kirkham, City Attorney
Corrin Wilde, City Clerk

2. Pledge of Allegiance

Lisa Schow, a Senior at Idaho Falls High School led those present in the Pledge of Allegiance.

3. Public Comment

No one appeared.

4. Consent Agenda

A. Office of the Mayor

1) Appointments to City Boards, Committees, and Commissions

the appointment of Matthew Meehan to serve as a new member of the Idaho Falls Planning & Zoning Commission pursuant to Title 2 Chapter 2 of Idaho Falls City Code.

2) Reappointments to City Boards, Committees and Commissions

the reappointment of members serving on Idaho Falls' Historic Preservation Committee and the Planning & Zoning Commission.

Julie Anglesey Reappointment Historic Preservation Committee
Tasha Taylor Reappointment Historic Preservation Committee
Kim Smith Reappointment Historic Preservation Committee
Forrest Ihler Reappointment Planning & Zoning Commission

B. Airport

1) Approve the Restrictive Covenant for a portion of Cove Fort Road located on airport property.

The Idaho Falls Regional Airport acquired Parcel RPA00007011804 in 2020 to protect approaches to the airport. In 2022, this property acquisition was reimbursed through a Federal Aviation Administration (FAA) Airport Improvement Grant, No. 3-16-0018-057-2022. This grant obligated the land for aeronautical purposes. East River Townhomes Division #1 was approved by the City in September 2023. This development requires the extension of Cove Fort Road from W 33rd N to the existing portion of

Cove Fort Road. This proposed road portion crosses the airport property and is not considered an aeronautical use. To allow this road to be installed/constructed, a release from the aeronautical use obligation is necessary. One piece of this release is to ensure that aviation will not be adversely impacted by future development. The restrictive covenant provides this assurance as required by the FAA.

C. Municipal Services

1) Treasurer's Report for August 2024

For August 2024, cash and investments total \$185.9M. Total fiscal year-to-date receipts received and reconciled to the general ledger were reported at \$245.1M, which includes revenues of \$126.5M for charges for services and taxes and intergovernmental revenues of \$83.7M. Total fiscal year-to-date distributions reconciled to the general ledger were reported at \$206.7M. This includes salary and benefits of \$79.1M and operating costs of \$86.7M.

D. Public Works

1) Bid Award - Well 13 Upgrades

Bids were received and opened for the Well 13 Upgrades project on Tuesday, October 15, 2024. The proposed bid award is to facilitate a contract with the lowest responsive bidder to upgrade Well 13.

E. Idaho Falls Power

1) Kleinschmidt Phase IV Relicensing Professional Service Contract - Study Plan Implementation and Reporting - FY2025

City Council approved Kleinschmidt Associates' original contract on Oct. 28, 2021, following a search of qualifications (SOQ) in 2019 to provide professional services on a year-over-year basis as is allowed by State Statute §67-2320 for relicensing the City's hydroelectric projects with the Federal Electric Regulatory Commission (FERC). 2025 spending authority includes \$75,000 for unforeseen contingencies.

F. Office of the City Clerk

- 1) Minutes from Council Meetings – October 10, 2024 City Council Meeting.
- 2) License Applications

It was moved by Councilor Larsen, seconded by Councilor Francis to approve, accept, or receive all items on the Consent Agenda according to the recommendations presented. The motion was carried by the following vote: Aye – Councilors Freeman, Radford, Burtenshaw, Francis, Dingman, Larsen. Nay – None

5. Regular Agenda

A. Public Works

1) Bid Award - Brodbeck's Addition Water Line Replacements 2024.

On Tuesday, October 15, 2024, bids were received and opened for the Brodbeck's Addition Water Line Replacements 2024 project. The purpose of the proposed bid award is to facilitate a contract with the lowest responsive bidder to replace aging water lines within Brodbeck's Addition. Director Fredericksen stated that the project was first bid last spring but was rejected due to exceeding the engineering estimate and budget. After fine-tuning, it is now being reconsidered. The proposed work will take place

on 22nd, 23rd, and 24th streets between South Boulevard and Emerson Ave, and also on Lee Ave between 22nd and 24th streets. It will include various roadway removal and replacement tasks, such as curb, gutter, and sidewalk. The low bid of \$2,198,644 by Bybee Excavation LLC falls within the project's budget. Public Works recommends awarding the contract. Costs will be allocated from the Water Division funds and partially from the Street and Wastewater Division. Sufficient funding and budget authority exist for the proposed improvements.

It was moved by Councilor Francis, seconded by Councilor Larsen to approve the plans and specifications; award to the lowest responsive, responsible bidder, Bybee Excavation, LLC., in the amount of \$2,198,644.00; and give authorization for the Mayor and City Clerk to execute the necessary documents. The motion was carried by the following vote: Aye – Councilors Larsen, Francis, Radford, Dingman, Burtenshaw, Freeman. Nay – None

2) Resolution to Adopt a Revised Snow and Ice Control Policies and Procedures Manual

The Resolution amends the City of Idaho Falls Snow and Ice Control Policies and Procedures Manual. The policy has been updated to reflect minor changes and to account for newly annexed streets. Director Frederickson explained that pages 9 and 10 of the Policies and Procedures Manual now include an updated last paragraph to ensure clear notifications for snow removal parking restrictions. The public is directed to text "snow IF" to 38276 or visit the website and click the sign-up button to follow the instructions. He also outlined four changes: Leslie Ave and McNeil Dr have been added to Priority 2 and will be plowed to the outside; South Bellin Rd will change from being plowed outside to one side only; South Capital Ave from one side only to outside; and West 21st St has been added to Priority 2, with the east portion designated to be plowed to the outside. Councilor Francis inquired if we collaborate with Bonneville County on these efforts, to which Director Frederickson confirmed. Council members expressed their appreciation for the continuous improvements and the efforts of everyone involved.

It was moved by Councilor Francis, seconded by Councilor Larsen to adopt the Resolution to revise and update the City of Idaho Falls Snow and Ice Control Policies and Procedures Manual to reflect current snow removal practices. The motion was carried by the following vote: Aye – Councilors Burtenshaw, Larsen, Dingman, Radford, Freeman, Francis. Nay – None

RESOLUTION NO. 2024-19

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REVISING A UNIFORM SNOW AND ICE CONTROL POLICIES AND PROCEDURES MANUAL AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

B. Community Development Services

1) Quasi-judicial Public Hearing-Rezone from R3A, Residential Mixed Use with the PT, Planned Transition Overlay Zone to LC, Limited Commercial with the PT, Planned Transition Overlay Zone, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 1.02 acres in Lot 3, Block 1, Juniper Hills Plaza.

City Council Meeting Minutes

The application for Rezoning approximately 1.02 acres from R3A with PT Overlay Zone to LC with PT Overlay Zone, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 1.02 acres in Lot 3, Block 1, Juniper Hills Plaza.

Applicant: Angaline Ji Ling, Hawkins Company LLC. 1260 E 17th Street, Idaho Falls ID, presented a PowerPoint presentation. She provided an overview and History of the Hawkins Company. Ms. Ling then provided an overview of the project. The 1.02-acre land located at the southwest corner of E 17th St and Jeppson Ave is proposed for an LC zoning change. This change aligns with the Comprehensive Plan by supporting its vision for balanced and sustainable growth, as well as improved land use efficiency. The request is to approve the rezone from R3A, Residential mixed-use with PT Overlay, to LC, Limited Commercial with PT Overlay.

Slide – 8 Ariel view of the property. Ms. Ling provided a timeline, she says that the Development Inquiry Meeting with the City was held on July 24, followed by the Neighborhood Meeting on August 15. The Rezone Application was submitted on August 23. The Planning Commission Public Hearing was scheduled for October 1, and the City Council Hearing - October 24, 2024.

Director Sanner presented a staff report, including several photos of the property. He explained that this is a rezoning application for a 1.02-acre property located on 17th Street between St. Clair and Jennie Lee Dr. The proposal is to rezone from R3A with the PT Overlay Zone to LC with the PT Overlay Zone. There is a deceleration lane adjacent to the property on 17th Street, as well as a shared access with Natural Grocers. The surrounding properties are zoned LC to the east and R3A to the east and west, surrounded by commercial properties. The rezone is required because the LC zone has uses more compatible with the applicant's project. This area is designated as a mixed-use center and corridor according to the Transect, which aligns with both LC and R3 zoning under the comprehensive plan. The property is currently vacant, and the rezone will facilitate infill development. The PT Overlay along 17th Street aims to transition residential properties into commercial ones, given 17th Street's status as a major arterial road. The Planning and Zoning Commission reviewed this item on October 1, 2024, and unanimously recommended approval of the zone change from R3A with the PT Overlay Zone to LC with the PT Overlay Zone to the Mayor and City Council.

Councilor Radford inquired about the access to the building directly to the south and how it would be reached. Director Sanner explained that there is a shared access point from the Natural Grocers for accessing the commercial business.

Council President Burtenshaw closed the hearing and opened it for Council deliberation.

Councilor Radford supports this zoning change. Francis emphasized that the key factor for him is ensuring this rezone does not impact anyone expecting the area to remain residential. He stressed the importance of considering the surrounding community when changing zoning. Since this area is already commercial, we are encouraging further commercial development, and therefore, he supports the rezoning.

City Council Meeting Minutes

It was moved by Councilor Radford, seconded by Councilor Larsen to approve the Ordinance Rezoning approximately 1.02 acres in Lot 3, Block 1, Juniper Hills Plaza from R3A, Residential Mixed Use with the PT, Planned Transition Overlay Zone to LC, Limited Commercial with the PT, Planned Transition Overlay Zone, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. The motion was carried by the following vote: Aye – Councilors Francis, Dingman, Freeman, Larsen, Radford, Burtenshaw. Nay -None.

At the request of Council President Burtenshaw, the City Clerk read the ordinance by title only:
ORDINANCE NO. 3591

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 1.02 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R3A, RESIDENTIAL MIXED USE WITH PT, PLANNED TRANSITION OVERLAY ZONE TO LC, LIMITED COMMERCIAL WITH PT, PLANNED TRANSITION OVERLAY ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Radford, seconded by Councilor Larsen to approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from R3A with the PT Overlay Zone to LC with the PT Overlay Zone and give authorization for the Mayor and City Clerk to execute the necessary documents. The motion carried by the following vote: Aye – Councilors Dingman, Burtenshaw, Francis, Freeman, Larsen, Radford. Nay -None.

2) Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 0.503 acres beginning at the center ¼ of Section 26, Township 2 North, Range 37 East.

The application for annexation and initial zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone, includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 0.503 acres beginning at the center ¼ of Section 26, Township 2 North, Range 37 East. Director Sanner explained that the property, owned by Ball Ventures, was inadvertently excluded from an annexation in October 2022. This thin strip of land is located west of the Snake River Parkway, east of the Mountain America Credit Union, and south of Sunnyside Rd. The property owner seeks annexation with an LC zone within the Controlled Development Airport Overlay zone. On October 1, 2024, the Planning and Zoning Commission unanimously recommended approval of the annexation and initial zoning of LC with the Controlled Development Airport Overlay Zone to the Mayor and City Council.

Council President Burtenshaw invited public testimony, but no one came forward. She then closed the hearing and asked the Council members to deliberate. The Council had no comments for deliberation.

It was moved by Councilor Radford, seconded by Councilor Larsen to approve the Ordinance annexing approximately 0.503 acres beginning at the center ¼ of Section 26, Township 2, North, Range 37 East; assign a Comprehensive Plan Designation of “Mixed-Use Centers and Corridors;” and under a suspension of the rules requiring three complete and separate readings, request that it be read by title and

published by summary. The motion was carried by the following vote: Aye – Councilors Larsen, Radford, Francis, Dingman, Burtenshaw, Freeman. Nay -None.

At the request of Council President Burtenshaw, the City Clerk read the ordinance by title only:
ORDINANCE NO. 3592

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 0.503 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Radford, seconded by Councilor Larsen to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of approximately 0.503 acres beginning at the center ¼ of Section 26, Township 2 North, Range 37 East and give authorization for the Mayor to execute the necessary documents. The motion was carried by the following vote: Aye – Councilors Freeman, Radford, Burtenshaw, Francis, Dingman, Larsen. Nay -None.

3) Legislative Public Hearing-Part 2 of the Annexation and Initial Zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 0.503 acres beginning at the center ¼ of Section 26, Township 2 North, Range 37 East.

It was moved by Councilor Radford, seconded by Councilor Larsen to approve the Ordinance establishing the initial zoning for LC, Limited Commercial with the Controlled Development Airport Overlay Zone as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings; and request that it be read by title and published by summary; that the City limits documents be amended to include the area annexed herewith; and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office. The motion was carried by the following vote: Aye – Councilors Larsen, Francis, Radford, Dingman, Burtenshaw, Freeman. Nay - None.

At the request of Council President Burtenshaw, the City Clerk read the ordinance by title only:
ORDINANCE NO. 3593

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 0.503 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS LC, LIMITED COMMERCIAL WITH CONTROLLED DEVELOPMENT AIRPORT OVERLAY ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Radford, seconded by Councilor Larsen to approve the Reasoned Statement of Relevant Criteria and Standards for the initial zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone and give authorization for the mayor to execute the necessary documents. The motion was carried by the following vote: Aye – Councilors Burtenshaw, Larsen, Dingman, Radford, Freeman, Francis. Nay - None.



City Council Meeting Minutes

680 Park Avenue
Idaho Falls, ID 83402

6. Announcements

Real Heroes Trunk or Treat this Saturday at 4 P.M. Free rides to the event at the Court House are available through GIFT.

The City Council Work Session will take place on Tuesday, November 12th.

On November 2nd, the Idaho Chamber of Commerce, in collaboration with the Latin Committee, is hosting a Day of the Dead cultural event at the Willard Art Center. This is a free community event.

7. Adjournment.

There being no further business, the meeting adjourned at 8:07 PM.

s/ Corrin Wilde
Corrin Wilde, City Clerk

s/Rebecca L. Noah Casper
Rebecca L. Noah Casper, Mayor



City Council Meeting Minutes

680 Park Avenue
Idaho Falls, ID 83402

Thursday, March 14, 2024,

7:30 PM

City Council Chambers

1. Call to Order

Present: Councilor Radford, Councilor Ziel-Dingman, Councilor Freeman, Councilor Francis; and Councilor Larsen.

Also present:

All available Department Directors
Micheal Kirkham, City Attorney
Corrin Wilde, City Clerk

Absent:

Mayor Rebecca L Noah Casper
Council President Burtenshaw

2. Pledge of Allegiance

Councilor Ziel-Dingman led those present in the Pledge of Allegiance.

Public Comment: No one appeared.

Consent Agenda

A. Municipal Services

1. Third Quarter Impact Fee Report.

Ordinance 3510 requires quarterly and annual reports to be provided to the Impact Fee Advisory Committee and Council. The report is for the third quarter, December 1 through February 29, 2024. A total of \$1,783,311.87 has been received in impact fee payments for the quarter, with \$638,335.07 of impact fees outstanding, pending the request and issuance of permits.

2. Bid IF-24-07, Pumps & Motors for Well 13 Project.

Bids for IF-24-07 were due on Thursday, February 29, 2024. Only one bid was received and it was from American Pump & Drilling Company. This project will replace current pumps and motor equipment at Public Works, Water Well #13. The request for this item is to accept and approve the lowest responsive responsible bidder, American Pump & Drilling Company, for \$367,405.00.

3. Bid IF-24-09, Engine Generator & Transfer Switch Equipment for Well 13 Project.

Bids were received for IF-24-09 on Thursday, February 29, 2024. A total of 3 bids were received. This project will replace the engine generator and transfer switch equipment at Public Works, Well 13. The request for this item is to accept and approve the lowest responsive responsible bidder, Legacy Power

Systems for a total of \$443,971.00 for the engine generator and transfer switch equipment at Public Works, Well 13.

4. Approval of Change Order for Fuel Dispenser Replacement and Upgrade

Leonard Petroleum was contracted by the City to replace and upgrade the fuel dispensers at the Fleet Maintenance Facility. The fuel dispensers were over 13 years old and were scheduled for replacement. The original quote received was \$69,581.35. After beginning the project, Leonard Petroleum identified additional specialty electrical wiring and emergency hose breakaway fittings that needed to be replaced to operate the new dispensers. The new total project cost is \$83,845.00. The request for this item is to Approve the change order from Leonard Petroleum Equipment for \$14,263.65.

B. Public Works

1. Bid Award - Seal Coats 2024

On Tuesday, March 5, 2024, bids were received and opened for the Seal Coats 2024 project. A tabulation of bid results is attached. The purpose of the proposed project bid award is to contract with the lowest bidder to perform seal coats on various city streets. The request for this item is to approve the plans and specifications for the Seal Coats 2024 project; award to the lowest responsive, responsible bidder, HK Contractors, for \$1,097,370.52; and give authorization for the Mayor and City Clerk to execute the necessary documents.

2. Bid Award - Street Overlays 2024

On Tuesday, March 5, 2024, bids were received and opened for the Street Overlays 2024 project. A tabulation of bid results is attached. The purpose of the proposed project bid award is to contract with the lowest bidder to perform overlays on various city streets. The request for this item is to approve the plans and specifications, award to the lowest responsive, responsible bidder, HK Contractors, for \$2,269,000.00; and give authorization for the Mayor and City Clerk to execute the necessary documents.

3. Bid Award - Pancheri Drive Bridge over Snake River Rehabilitation

On Tuesday, March 5, 2024, bids were received and opened for the Pancheri Drive Bridge over the Snake River Rehabilitation project. A tabulation of bid results is attached. The project involves the replacement of a bridge girder, beam seats, sidewalk, and deck rehabilitation. The request for this item is to approve the plans and specifications, award to the lowest responsive, responsible bidder, Cannon Builders, for \$2,411,710.45; and give authorization for the Mayor and City Clerk to execute the necessary documents

C. Idaho Falls Power

1) IFP-24-15 Upper Plant Right Dike Rip Rap

Idaho Falls Power (IFP) solicited bids from qualified contractors to install rip rap at the Upper Plant to protect the shoreline structures of the right dike against scour and erosion. Two bids were received with Depatco being the lowest responsive, responsible bidder and one bid was non-responsive. The request for this item is to accept and approve the bid award to Sunroc Corp. dba Depatco of Idaho Falls, Idaho to install rip rap at the Upper Plant for a total price of \$77,335.00 and give authorization for the Mayor and City Clerk to execute the necessary documents.

D. City Attorney

1) Amendment to the Downtown Parking Memorandum of Understanding (MOU) between Idaho Falls Downtown Development Corporation (IFDDC) and the City of Idaho Falls.

On January 25, 2024, the City and IFDDC entered a Memorandum of Understanding that continued IFDDC parking management services for the City's downtown area. This new MOU removed snow removal services that were part of the previous MOU. In adjusting the amount to be paid to IFDDC, the amount owed to IFDDC was inadvertently reduced to seventy-seven thousand dollars (\$77,000) a year, which was the amount paid under a previous MOU before IFDDC provided snow removal services. However, the City and IFDDC had agreed upon ninety-two thousand two hundred dollars (\$92,200) a year. The amendment clarifies the amount owed under the January 25, 2024 MOU. The request for this item is to approve the amendment to the Downtown Parking Memorandum of Understanding between IFDDC and the City of Idaho Falls.

E. Office of the City Clerk

1. Minutes from the Council Meetings.

11 January 2024.

2. License Applications, all carrying the required approvals

It was moved by Councilor Larsen, seconded by Councilor Francis to approve, accept, or receive all items on the Consent Agenda according to the recommendations presented. The motion was carried by the following vote: Aye – Councilors Radford, Freeman, Francis, Dingman Larsen. Nay – None

5. Regular Agenda

A. Airport

1) Approval of 2024's Taxiway Pavement Maintenance design, bidding, and construction management services.

As part of the Idaho Falls Regional Airport's planned maintenance on the airfield, this 2024 pavement maintenance project will crack seal, seal coat, and remark Taxiways A, B, and C and the associated connecting taxiways. The services in this agreement are included in the T-O Engineers, Inc. 5-year Master Agreement for Professional Services approved at the April 25, 2019, City Council meeting. Ardurra acquired and merged with T-O Engineers, Inc. in the Fall of 2022. The professional services are expected to cost \$291,858.67 for the design, bidding, and construction administration services on the project. It is estimated another \$650,000 will be needed for the construction portion of the project, and approval for that payment will be presented and requested at a future meeting. Both costs are anticipated to be funded primarily through an FAA AIP grant covering 93.75% of the cost with the remaining 6.25% paid with local funds. The local match of \$18,241 on this project will come from airport budgeted funds for FAA projects.

Assistant Director Bruce Young introduced the agenda item concerning periodic runway maintenance. This part of the design includes sealing cracks and other minor repairs as part of the Taxiway maintenance plan. We expect these repairs to be reimbursed by a future grant from the AIP program.

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The design phase of this project costs \$291,858.67, with an additional estimated \$650,000 for construction.

It was moved by Councilor Radford, seconded by Councilor Freeman to approve the professional services agreement with Ardurra Group, Inc. and authorize the Mayor and staff to execute the agreement. The motion was carried by the following vote: Aye – Councilors Larsen, Dingman, Freeman, Francis, Radford. Nay – None

B. Municipal Services

1) Addition to Parks and Recreation Fleet - One 2024 Groundsmaster Mower.

In addition to the mower, this purchase will include one atomic blade service pack with seven blades and MVP Kit 1,000 hour, PX Hydraulic Fluid. The delivery estimate is approximately 18-24 months post-order and includes a 10% budgetary cap of \$14,605.47, for a not-to-exceed price of \$146,063.33.

Director Alexander explains that any additions to the fleet, such as this sizable mower, are always included in the regular agenda due to our MERF program. This helps distinguish new equipment from replacements. She says they are proceeding with this purchase now due to an anticipated 18–24-month manufacturing delay.

Councilor Larsen pointed out that this is a budgeted item. Councilor Dingman agreed that it is a budgeted item as part of our replacement program and unfortunately, with some equipment, it can take a few years to receive it. Councilor Francis noted that this purchase is partly because we have taken over more canal banks and have more to mow than we used to.

It was moved by Councilor Larsen, seconded by Councilor Francis to accept and approve the purchase of one Groundsmaster 5900 (T4) from the Sourcewell cooperative purchasing contract #031121-TTC from Turf Equipment & Irrigation, Inc. for a not-to-exceed amount of \$146,063.33. The motion carried by the following vote: Aye – Councilors Larsen, Radford, Dingman, Freeman, Francis Nay -None.

2) RFP 24-02, Specialty Vehicle Up-Fitting for the Police Department

Request for Proposal 24-02, Specialty Vehicle Up-Fitting, was published for the Police Department on January 17, 2024, with all proposals due Tuesday, February 20, 2024. The City received only one proposal from Day Wireless Solutions, located in Idaho Falls. This professional services contract included quotes to install law enforcement City-provided operating equipment into Police Department vehicles including, patrol, unmarked, K-9, and animal control. City Council approved the Police Department vehicle leasing program for a total not-to-exceed amount of \$1.5M on Thursday, January 11, 2024, and adopted resolution 2024-04 authorizing the execution of the lease-purchase agreement on Monday, February 20, 2024.

Director Alexander confirmed the presence of Police Chief Johnson and Captain Marley. She then introduced a plan for upgrading specialized vehicles, which include patrol cars, unmarked cars, K9 units, and animal control vehicles.

The City plans to purchase the necessary equipment and have it installed by Day Wireless, a local company that offered the lowest bid. The City will buy the equipment and deliver it to Day Wireless for

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installation. The cost of this installation is covered under the \$1.5 million vehicle replacement program discussed at a previous meeting. All new or replaced vehicles in our fleet will be equipped by Day Wireless, as recommended by the Police Department. This ensures that all vehicles have the necessary equipment installed.

Councilor Dingman highlighted that there is a lot of equipment needed in police vehicles to ensure officer and passenger safety as well as communication abilities.

Councilor Freeman noted that the police department no longer removes old equipment from vehicles when replacing them, as there is a market for fully equipped used police vehicles. He also noted that the equipment takes a lot of wear and tear from heavy use.

Councilor Francis pointed out that Day Wireless is a local business that has expanded its capacity to equip multiple vehicles at once, which should expedite the process.

It was moved by Councilor Freeman, seconded by Councilor Larsen to approve a professional services contract with Day Wireless Systems to upfit Police vehicles with the understanding that these upfitting costs are included in the previously approved vehicle leasing program not-to-exceed amount of \$1.5M and give authorization for the Mayor to execute the necessary documents. The motion was carried by the following vote: Aye – Councilors Francis, Dingman, Freeman, and Larsen. Nay – Councilor Radford.

C. Public Works

1) Ordinance Amending Title 8, Chapter 1, Sewers.

Ordinance revising Title 8, Chapter 1, Sewers. The proposed changes were made in response to comments received by the Idaho Department of Environmental Quality as part of their review of the City's Wastewater Pretreatment Program.

Director Fredericksen stated that they are looking to amend the Ordinance regarding sewers. He noted that there was a minor text change from what was included in the packet in reference to a thousand dollars fine. These small changes were suggested during a review of our pretreatment program by the Idaho Department of Environmental Quality. This is the first time the department has conducted this review; previously, it was handled by the EPA office.

The changes include adjustments to the acceptable PH levels and flow rates, as well as corrections to some terminology related to quality and quantity. There are two changes related to the permissible slug load, essentially prohibiting slug loads. The document also refers to best management practices.

The \$1000 fine for violations, which is part of our fee resolution, will be reintroduced in our Ordinance. Director Fredricksen says the section on slug loads is crucial to our plant. Any chemical changes that could disrupt our biological treatment processes are of significant importance and can be reported to the plant.

Councilor Francis asked Director Fredericksen to clarify the term “Slug”. Director Fredericksen explained that a “Slug” refers to any discharge that goes beyond the allowed concentration or flow rate, which could potentially violate our discharge permit. That’s essentially what “Slug load” means.

Councilor Francis asked if the Ordinance requires accidental discharges to be reported to the wastewater plant. Director Fredericksen confirmed this, saying that this rule helps the plant handle situations that could seriously interfere with its operations and cause permit violations.

Councilor Francis asked Director Fredericksen for clarification. They accept discharge that’s a bit more acidic, but it doesn’t impact the process. Director Fredericksen agreed and explained that the proposal is to adjust the acceptable PH from 6.5 to 5. This PH range is similar to substances like rainwater, beer, orange juice, and egg yolks. So, the change is minor.

It was moved by Councilor Larsen, seconded by Councilor Francis to approve the Ordinance amending Title 8, Chapter 1, Sewers under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. The motion was carried by the following vote: Aye – Councilors Freeman, Francis, Larsen, Radford, and Dingman.
Nay - None.

At the request of Councilor Dingman, the City Clerk read the ordinance by title only:

ORDINANCE NO. 3560

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 8, CHAPTER 1, OF THE IDAHO FALLS CITY CODE TO CONFORM THE SEWER ORDINANCE TO IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY ADMINISTRATIVE JURISDICTION; AMENDING RELATED DEFINITIONS, PROCESSES, AND PENALTIES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

2) Amendment to the Consultant Agreement with Keller Associates for the Rails to Trails Conversion Project.

Proposed Amendment to the consultant agreement with Keller Associates for the Rails to Trails project. The original agreement was entered into on May 2, 2023, to provide design services associated with the conversion of the railway fronting the Library and Idaho Falls Power building. The proposed Amendment adds scope and budget to further refine design along the frontage of these city properties.

Director Fredricksen stated that this item involves an amendment to the consultant agreement with Keller and Associates for the Rails to Trails project. Initially, the project was expected to cost \$44,000. However, as the project progressed, it became clear that additional work was needed, particularly for the areas in front of the Idaho Falls Library and the Idaho Falls Power building.

The original plan, which included 11 different tasks, was included in the Council packet. Due to the additional work, the cost increased by \$38,400. Of this increase, \$25,900 is related to issues at Idaho Falls Power, and the rest is for work requested by the library.

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Councilor Dingman asked Director Fredericksen to explain the Rails to Trails project. Fredericksen explained that they had previously negotiated with a railroad company to purchase an abandoned piece of railway. This track stretches from the Yellowstone highway and crosses the Snake River.

Director Fredericksen stated that the acquisition process has been completed and now would like to develop that into a multi-use trail. This trail will provide easier access to the riverwalk and several city properties, including the Idaho Falls Power building and the library.

To make this happen, they need to make several improvements. These include making the bridge safer and improving the area near Idaho Falls Power. They also plan to install rapid flashing beacons at one spot and a Hawk signal to help people safely cross the Capital.

Councilor Francis pointed out that this design work will be making some adjustments to the way the library parking lot is done and making it efficient for the way the walkway comes in because it does come in front of the library and then also moving the walkway a little bit so that it can accommodate some needs for Power for their parking. This should be a really good addition to what is being planned.

It was moved by Councilor Francis, seconded by Councilor Larsen to approve the Amendment to the owner consultant agreement with Keller Associates for the modified design work on the Idaho Falls Rails to Trails project for 38,400 dollars. The motion was carried by the following vote: Aye – Councilors Dingman, Radford, Francis, Larsen, Freeman. Nay - None.

D. Community Development Services

1) Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 1.791 acres in the Southeast ¼ of Section 6, Township 1 North, Range 38 East.

Annexation and Initial Zoning of P, Public Zone which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 1.791 acres in the Southeast ¼ of Section 6, Township 1 North, Range 38 East. The Planning and Zoning Commission considered this item at its February 6, 2024, meeting and unanimously voted to recommend approval of the annexation with initial zoning of P, Public Zone.

Councilor Dingman opened the hearing and requested that all submitted items be included in the permanent record. She then invited the applicant, represented by Community Development Services Director Wade Sanner, to present his report.

Director Sanner explained that the City is the applicant for annexation request 23-008, which seeks to annex just under 2 acres of City-owned property located on 65th South, roughly between 5th and Holmes. This is a Category A annexation. Director Sanner says that a water well was constructed on this property in 2018, but it did not become contiguous with the city until 2021. Now that it is contiguous, the City is requesting its annexation into city boundaries. The requested zoning is P (Public) due to its public use. Although the transect for this property is mixed-use centers, the public use justifies the P zoning request.



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This annexation request was presented to the Planning and Zoning Commission on February 6th, where it received unanimous approval with no public comments.
Councilor Dingman closed the hearing.

It was moved by Councilor Larsen, seconded by Councilor Radford to approve the Ordinance annexing approximately 1.791 acres in the Southeast $\frac{1}{4}$ of Section 6, Township 1 North, Range 38 East; assign a Comprehensive Plan Designation of "Mixed-Use Centers and Corridors;" and under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary. The motion was carried by the following vote: Aye – Councilors Radford, Freeman, Francis, Dingman, Larsen. Nay - None.

At the request of Councilor Dingman, the City Clerk read the ordinance by title only:

ORDINANCE NO. 3561

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF 1.791 ACRES, IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 38 EAST DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Larsen, seconded by Councilor Radford to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of approximately 1.791 acres in the Southeast $\frac{1}{4}$ of Section 6, Township 1 North, Range 38 East and give authorization for the Mayor to execute the necessary documents. The motion was carried by the following vote: Aye – Councilors Larsen, Dingman, Freeman, Francis, Radford. Nay - None.

2) Legislative Public Hearing-Part 2 of the Annexation and Initial Zoning of P, Public Zone, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 1.791 acres in the Southeast $\frac{1}{4}$ of Section 6, Township 1 North, Range 38 East.

It was moved by Councilor Larsen, seconded by Councilor Radford to approve the Ordinance establishing the initial zoning for P, Public Zone, as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings; and request that it be read by title and published by summary; that the City limits documents be amended to include the area annexed herewith; and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office. The motion was carried by the following vote: Aye – Councilors Larsen, Radford, Dingman, Freeman, Francis. Nay - None.

At the request of Councilor Dingman, the City Clerk read the ordinance by title only:

ORDINANCE NO.3562

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF THE PROPERTY DESCRIBED IN EXHIBIT A OF THIS

ORDINANCE AS P, PUBLIC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Dingman, seconded by Councilor Radford to approve the Reasoned Statement of Relevant Criteria and Standards for the initial zoning of P, Public Zone, and give authorization for the Mayor to execute the necessary documents. The motion was carried by the following vote: Aye—Dingman, Francis, Freeman, Larsen, Radford. Nay - None.

3) Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 28.408 acres, part of the Northwest ¼ of Section 4, Township 1 North, Range 38 East.

Annexation and Initial Zoning of R2, Mixed Residential and R3A, Residential Mixed Use which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 28.408 acres, part of the Northwest ¼ of Section 4, Township 1 North, Range 38 East. On February 6, 2024, the Planning Commission voted to recommend approval of the annexation with initial zoning of R2 and R3A to the Mayor and City Council with a vote of 4-2.

Councilor Dingman opened the hearing and requested that all submitted items be included in the permanent record. She then invited the applicant, represented by Barry Bane with Connect Engineering, 2295 North Yellowstone, Suite 6, Idaho Falls, Idaho.

Mr. Bane stated that the property owner requested a Category A annexation for just over 28 acres near the corner of 49th and 15th, contiguous to the city. The initial zoning sought is R3A for the north portion and R2 for the rest. The zoning map shows R3A contiguous to R3A across the street and R2 as a step-down zone. The Comprehensive Plan identifies the area as general urban, with a small suburban portion in the SW corner.

Mr. Bane explained that during a neighborhood meeting, residents discussed the preliminary plat and zoning. Initially, R3A was planned further south, but residents preferred it in the north. Spot zoning was not allowed, so the R3A area was minimized. R2 was chosen over R1 due to better lot coverage (80% vs. 40%). Plans will align with this zoning. R3A and R2 are supported by the land use map and current land use. Impact fees will fund road upgrades and improve connectivity and walkability.

Councilor Freeman clarified the size of the R3A zoning being 3.14 acres. Mr. Bane agreed, he added that there is one parcel that has a shop on it, and in that shop is a business that performs environmental engineering and that is not allowed in R2; to allow that use to continue, they have asked for an R3A zone for that area.

Director Sanner reported on the annexation of over 28 acres. The area is surrounded by R3A zoning to the north and single-family homes to the south and north. Properties to the east and west are zoned A1. The northern part of the annexation is generally urban, while the southern part is suburban. An R3A zoning is proposed for the north to accommodate a business. Future access to the southern portion will provide secondary access.

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The Planning and Zoning Commission reviewed this on February 6th, recommending approval to the City Council with a 4-2 vote. They discussed R1 and R2 zoning, with neighbors concerned about R2 density. The property to the east is an equestrian center, influencing density considerations. The commission concluded that R2 zoning would better transition into R1, leading to the majority vote in favor.

Public Testimony:

Sheldon Dance, 5295 South 15th East, Idaho Falls, Idaho. Mr. Dance's property borders the south and west sections of the proposed development. The majority of the existing surrounding area is zoned R1(single-family residential). The proposed development includes both R1 and R2 (medium-density residential) zoning. Mr. Dance expressed concerns that the R2 zoning is not necessary, as the proposed plans could fit within the existing R1 zoning in the area. He noted that in the nearby Sandstone subdivision, which is zoned R1, there are only 2 houses with detached additional units, suggesting the R2 zoning may not be needed.

Greg Hodson, 1598 E 49th South, Idaho Falls, Idaho. Mr. Hodson expressed several concerns about the proposed new development. Mr. Hodson is worried the new development will propose will pose safety risks and attract children, who currently have no place to play in the community. Mr. Hodson stated they already have frequent issues with the power grid being compromised, and he thinks keeping the new development to a lower density would help with this. Mr. Hodson is concerned about the increased traffic on 49th Street, making it difficult for him and his neighbor to pull out with their trucks and trailers. He believes a lower-density development would help alleviate the traffic issues.

Pat Dance, 5295 South 15th East, Idaho Falls, Idaho. Ms. Dance appreciates the time and effort the City has put into the zoning meetings and recognizes the importance of property rights. Ms. Dance is concerned that the City is overlooking the property rights of the small acreage owners in the area and pushing for commercial development. She acknowledges the City's desire for zoning variety and appreciates the recent zoning changes made on 15th Street and 49th Street. Ms. Dance recommends keeping the R1 zoning south of 49th and east of 15th to maintain the open, residential character of the area, rather than allowing it to transition to higher-density R2 zoning.

Mike Hicks, 284 Palamino, Idaho Falls, Idaho. Mr. Hicks lives in the area and has always lived on small acreages as the city has expanded around him. He is trying to focus on the future use of the property and ensure that homeowners have flexibility and latitude in how they can use the land. The original plan was to have the entire area zoned R1, but they realized this would overly restrict the future use of the property, as homeowners would be limited in what they could do on an 8000 sq ft lot. Changing the zoning to include some R2 areas, allows for more flexibility for homeowners to make additions, accessory dwelling units, etc. without being as restricted by the lot coverage requirements. He says the goal is to ensure that future homeowners have more options and aren't overly restricted in how they can use the property they purchase.

City Attorney Michael Kirkham reminded the Council that they are to consider the comprehensive plan and the uses that would be permitted with the zoning being proposed.

Mr. Bane says the biggest point that he would like to make is that he feels the R3A and the R2 do fit the comprehensive plan, the comp plan map of the general urban supports.

Councilor Dingman closed the hearing and asked for Council deliberations.

Councilor Radford thanked the people who gave testimony, he said he had reviewed this proposal with Director Sanner and noted that the unique shape of the property extended across multiple parts of the comprehensive plan, requiring an open discussion. Councilor Francis questioned whether the rezoning would be incompatible with the surrounding area, given the mix of zones. Councilor Larsen emphasized the importance of respecting the property owner's rights and ensuring the proposal was consistent with the master plan, while also highlighting the need for predictability in land use decisions. Councilor Francis agreed, noting the value of housing diversity and walkable centers, though acknowledging the challenges in balancing competing interests. The Council members discussed power issues and service improvements in the area. Councilor Freeman explained that once the property is annexed, it will fall under the jurisdiction of Idaho Falls Power, which will take over the power service in that area. He says this will most likely improve the power services quality for residents, currently, services are provided by Rocky Mountain Power. Councilor Francis acknowledged the difficulty of land use decisions and respects the developer's need to ensure the project pencils out financially. He feels the proposed zoning is compatible with the surrounding area and beneficial in terms of power service. Councilor Dingman agreed.

It was moved by Councilor Radford, seconded by Councilor Larsen to approve the Ordinance annexing approximately 28.408 acres, part of the Northwest $\frac{1}{4}$ of Section 4, Township 1 North, Range 38 East; assign a Comprehensive Plan Designation of "General Urban and Suburban;" and under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary. The motion was carried by the following vote: Aye – Councilors Francis, Dingman, Freeman, Larsen, Radford. Nay - None.

At the request of Councilor Dingman, the City Clerk read the ordinance by title only:

ORDINANCE NO. 3563

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 28.408 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Radford, seconded by Councilor Larsen to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of approximately 28.408 acres, part of the Northwest $\frac{1}{4}$ of Section 4, Township 1 North, Range 38 East, and give authorization for the Mayor to execute the necessary documents. The motion was carried by the following vote: Aye – Councilors Freeman, Radford, Francis, Dingman, Larsen. Nay - None.

4) Legislative Public Hearing-Part 2 of the Annexation and Initial Zoning of R2, Mixed Residential and R3A, Residential Mixed use, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 28.408 acres as Part of the Northwest $\frac{1}{4}$ of Section 4, Township 1 North, Range 38 East.

Part 2 of 2 of the application for Annexation and Initial Zoning of R2, Mixed Residential and R3A, Residential Mixed Use which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 28.408 acres in the Northwest $\frac{1}{4}$ of Section 4, Township 1

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North, Range 38 East. The Planning and Zoning Commission considered this item at its February 6, 2024, meeting and voted to recommend approval of the annexation with initial zoning of R2 and R3A with a vote of 4-2.

It was moved by Councilor Radford, seconded by Councilor Larsen to approve the Ordinance establishing the initial zoning for R2, Mixed Residential and R3A, Residential Mixed Use as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings; and request that it be read by title and published by summary; that the City limits documents be amended to include the area annexed herewith; and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office. The motion was carried by the following vote: Aye – Councilors Larsen, Radford, Francis, Dingman, Freeman. Nay - None.

At the request of Councilor Dingman, the City Clerk read the ordinance by title only:

ORDINANCE NO. 3564

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 3.104 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R3A, RESIDENTIAL MIXED-USE ZONE, AND APPROXIMATELY 25.304 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R2, MIXED RESIDENTIAL ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Radford, seconded by Councilor Larsen to approve the Reasoned Statement of Relevant Criteria and Standards for the initial zoning of R2, Mixed Residential, and R3A, Residential Mixed Use, and give authorization for the Mayor to execute the necessary documents. The motion was carried by the following vote: Aye – Councilors Francis, Dingman, Freeman, Larsen, Radford. Nay - None.

5) Quasi-judicial Public Hearing-Rezone from I&M, Industrial and Manufacturing and LC, Limited Commercial to LM, Light Manufacturing and Heavy Commercial, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards on approximately 3.244 acres of Lots 10 & 11, Block 1, McNeil Business Park Division No. 4, plus 1.465 Acres of the South ½ of the East ½ of the Northeast ¼ of the Southeast ¼ of Section 25, Township 2 North, Range 37 East.

Rezoning from I&M and LC to LM, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 3.244 acres of Lots 10 & 11, Block 1, McNeil Business Park Division No. 4, plus 1.465 Acres of the South ½ of the East ½ of the Northeast ¼ of the Southeast ¼ of Section 25, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its February 6, 2024, meeting and voted to recommend approval of the zone change from I&M and LC to LM to the Mayor and City Council with a vote of 4-3.

Councilor Radford disclosed that as a part of constituent services, he was ingrained in this conversation for many months over the summer before it was a Quasi-judicial public hearing.

Councilor Dingman opened the hearing and requested all testimony and documents as part of the permanent record.

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Applicant: Rollie Walker, S Boulevard, Idaho Falls Idaho. Mr. Walker discussed the property known as the Big Red Barn located between Rollandet and McNeil Dr. He says half of the property is currently zoned for Limited Commercial use, while the other half is zoned as LM. Mr. Walker's goal is to have the entire property zoned as LM, Light Manufacturing, which was previously approved by the Planning and Zoning Commission. Mr. Walker is now seeking the final approval from the Council which will allow them to do what they need to do on the property.

Director Sanner provided an overview of the rezoning request for the 4 properties located between McNeil and Rollandet. The property is currently zoned a mix of I&M and LC, and the applicant is requesting to rezone into LM. The surrounding zoning is also varied, I&M to the west, residential estate to the north, and a mix of zones to the east and south. A home on the northeast section of the property is not included in the rezoning request. Director Sanner explained that the comprehensive plan designates this area for industrial uses, and the LM zone, which allows for agricultural tourism and amusement components, aligns with the current use of the property. The LM zone includes a conditional use permit process, where the Board of Adjustments can attach conditions such as hours of operation and seasonal restrictions. The site plan review will also address parking and building locations. Director Sanner discussed the planning and zoning commission's 4-3 vote in favor of rezoning, as well as the concerns raised by neighbors regarding increased use, parking, and potential negative impacts. He also addressed the existing parking agreements and crossing plans in place to manage traffic and pedestrian safety.

Councilor Radford noted that this road is unique in the city as it was one of the few where the speed limit changed seasonally. He inquired about the timing of these changes. Director Sanner clarified that the speed limit is now consistently 35 mph year-round.

Councilor Larsen inquired about the conditional use process and the criteria considered in making decisions. Director Sanner explained that the applicant would submit a request, specifying details such as proposed opening and closing times and when certain activities would be operational on the property. The Board of Adjustment would then review the request to determine if it conflicts with surrounding properties or other considerations.

Councilor Francis highlighted the need to consider all potential uses for the LM zone, noting its suitability for various businesses. He asked if on-site parking would be required for these businesses. Director Sanner confirmed that parking requirements are addressed during the site plan review. Councilor Francis expressed concern about the current parking arrangement, which depends on an agreement with the zoo that will eventually end. Director Sanner added that parking requirements vary by business type, such as a restaurant needing a specific number of spaces, and these are enforced during the site plan review. City Attorney Michael Kirkham clarified that the Council's primary consideration is whether the proposed zoning change aligns with the comprehensive plan. He noted that while some uses may require parking, the specifics won't be known until a site plan is submitted by the property owner, as required.

Councilor Freeman inquired about the property's access with Mr. Walker. He mentioned that the access extends to McNeil Dr. and asked if the public could use that side and if parking was available on McNeil

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Dr. Mr. Walker confirmed that the public does use that side and that there is access from both sides of the property.

Public Testimony:

Rena Miller, 3182 Thayer Bridge, Idaho Falls, ID, is a board member of the Thayer Bridge HOA Board. She represents 46 homeowners who live adjacent to the applicant's property to the south. Ms. Miller states that these homeowners oppose the Heavy Commercial zone due to the suburban character of their neighborhood, which they feel is incompatible with such zoning. While the planning and zoning committee recommends this zone as compatible land use, Ms. Miller argues that it is only suitable for the vacant lots to the west, where heavy commercial or light manufacturing might be appropriate. However, to the south and east, the area consists of suburban neighborhoods, making commercial businesses incompatible. Ms. Miller suggests that the applicant could comply by rearranging their property, such as moving their slide to the back where it is permitted. She believes that maintaining a Limited Commercial zone on the front half of the property would reduce projected congestion on Rollandet Road and align better with the existing residential zones. Additionally, she points out that Rollandet Road is not designed for on-street parking due to its narrow shoulder, which impedes traffic flow and poses a hazard.

Connie Bates, 2668 Rollandet, Idaho Falls, ID. Ms. Bates's main concern is the parking issues, with cars parked on the east side blocking the driveway and visibility. She says the City does not regulate or ticket the parking, so putting up more signs on the west side likely won't help. She says there is also a concern about ongoing development and expansion in the area, and whether that will be allowed under the current zoning.

Kirk Burns, Idaho Falls, ID. Mr. Burns says he lives west of the property in question. He spoke in support of the U-Pick Red Barn pumpkin patch, which has been operating on his property for 17 years. He noted that the pumpkin patch is a special and beloved tradition in the community, providing enjoyment for many families over a 10–12-week period each year. While the pumpkin patch does create some parking challenges, Mr. Burns said he has worked with the City to help alleviate those issues. He expressed that as long as the pumpkin patch can continue to operate, it is an important community service that should be supported. He emphasized the value of tradition that the Red Barn provides.

Councilor Francis asked Director Sanner whether changing the zone would allow more construction on the property. Director Sanner confirmed that more could be built but emphasized the need for permits and adherence to separation requirements. Councilor Radford inquired further about setback and height requirements. Director Sanner clarified that it wasn't a rezoning issue, but noted that under the LM zone, setbacks would be similar to the existing zone: 30 feet front, side, and back, depending on usage.

Councilor Dingman closed the hearing and opened for council deliberations.

Councilor Freeman agrees with Mr. Burns that the attraction is great and enjoys taking his grandkids there. However, he is concerned about unsafe conditions on Rollandet, particularly the poor lighting after dark. Freeman feels it is unusual to adjust zoning after the use has started and prefers parking on McNeil Rd to keep cars off Rollandet and away from Tautphaus Park. Councilor Francis added that the parking situation on Rollandet is a significant issue for him and he was upset the application claimed

adequate parking, unchanged for 17 years. He stated that he would move parking off Rollandet if possible and believes noise concerns are addressed by the City's Noise Ordinance. Councilor Francis also noted that the applicant's new zoning request will require a new site plan.

Councilor Larsen acknowledges that we are changing the zoning after the use has been established, but if we don't approve this, the situation remains unchanged. He believes that by approving the change and going through the conditional use permit process, we can influence key factors. He values the business and recognizes its importance to the community.

Councilor Radford added that zoning is about ensuring compatible uses and aligning with the comprehensive plan. He feels the zone change makes sense and understands parking concerns. He compared it to events like Boo at the Zoo at Tautphaus Park, which also cause traffic issues. Radford is unsure if shifting traffic from Rollandet to McNeil is the right solution. He agrees with the points made and appreciates that the applicant is seeking compliance.

It was moved by Councilor Larsen, seconded by Councilor Radford to approve the Ordinance Rezoning approximately 3.244 acres of Lots 10 & 11, Block 1, McNeil Business Park Division. No. 4, plus 1.465 Acres of the South ½ of the East ½ of the Northeast ¼ of the Southeast ¼ of Section 25, Township 2 North, Range 37 East from I&M, Industrial and Manufacturing and LC, Limited Commercial to LM, Light Manufacturing and Heavy Commercial, under suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. The motion was carried by the following vote: Aye – Councilors Dingman, Francis, Larsen, Radford. Nay - Freeman.

At the request of Councilor Dingman, the City Clerk read the ordinance by title only:

ORDINANCE NO. 3565

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 3.244 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM LC, LIMITED COMMERCIAL, AND I&M, INDUSTRIAL AND MANUFACTURING, TO LM, LIGHT MANUFACTURING AND HEAVY COMMERCIAL; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Larsen, seconded by Councilor Radford to approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from I&M and LC to LM and give authorization for the Mayor to execute the necessary documents. The motion was carried by the following vote: Aye – Councilors Larsen, Dingman, Radford, Francis Nay - Freeman.

3. Announcements

- March 25th at 7 PM the Youth Sister Cities and Council members are invited for a tour of the library and all its exhibits.



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680 Park Avenue
Idaho Falls, ID 83402

- Downtown Development Corporation will have an event on Saturday, March 16th from 3-6 PM called St. Patty's on the Park and will include the IFFD Pipes and Drums.
- Next week is Spring break.

4. Adjournment.

There being no further business, the meeting adjourned at 9:39 PM.

s/ Corrin Wilde

Corrin Wilde, City Clerk

s/Rebecca L. Noah Casper

Rebecca L. Noah Casper, Mayor

September 18, 2023 City Council-Special Meeting

The City Council of the City of Idaho Falls met in Council Special Meeting, Monday, September 18, 2023, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls at 4:00 p.m.

Call to Order and Roll Call

There were present:

Mayor Rebecca L. Noah Casper
Council President Michelle Ziel-Dingman
Councilor John Radford
Councilor Tom Hally
Councilor Jim Freeman
Councilor Jim Francis
Councilor Lisa Burtenshaw

Also present:

Pam Alexander, Municipal Services Director
Wade Sanner, Community Development Services, Director
Eric Grossarth, Public Information Officer
Randy Fife, City Attorney
Michael Kirkham, Assistant City Attorney
Jasmine Marroquin, Deputy City Clerk

Mayor Casper called the meeting to order at 4:00 p.m. with the following items:

Mayor Casper explained that the purpose of this special meeting is to explain the negotiated contract.

Municipal Services Director Pam Alexander explained the timeline history of the Civic Center for the Performing Arts.

Assistant City Attorney Michael Kirkham explained the terms of the naming agreement in exchange for \$3.5 million to be paid over a period of 5 years. The city will rename the Civic Center for the Performing Arts to be the Frontier Center for the Performing Arts. There is an option for Frontier to renew the 40-year term commitment for an additional 20 years if the Frontier wishes to do so. They will provide written notice of their desire to renew. The City will be obligated to renegotiate new terms for the next term. Mr. Kirkham advised the City Council to consider in their review of the agreement that this is a 40-year agreement and that everyone in attendance will be gone before it expires.

Councilor Burtenshaw, in the second to last recital in the naming agreement, where it states if the City desires to complete phase II in a timely fashion to improve of the Civic without negatively impacting taxpayers. She would like to change the language in the agreement from negatively impacting taxpayers to minimally impact taxpayers or completely remove this language from the agreement.

The Council agreed to where the City desires to complete phase II in a timely fashion in conjunction with the community.

Councilor Francis, one of the key pieces of the project is ADA restrooms. He would like to add more accessibility to the center.

Mr. Kirkham explained the renewal option of the agreement. The initial term will be 40 years that will begin on September 30, 2023.

Subsection A: Renewal Option 90 days prior to expiration, Frontier will have the option to request an additional 20-year renewal term.

Subsection B: First Right of Refusal. If someone in the community wants to sponsor the Civic after the initial 3-year term expires, The City would be obligated to present the negotiated offer to the Frontier.

The name for the center will be Frontier Center for the Performing Arts. After the agreement has been entered into, The City will announce the name change by:

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1. Changing the name and logo to Frontier's name on the electronic marquee.
2. Changing the name and logo to Frontier's name on marketing material. This will be limited to the City's marketing.
3. Changing the name and logo to Frontier's name on all web based related content and provide a click through link to Frontier's website.
4. The City agrees not to enter into any agreement with a credit union entity or other financial institution for naming rights within a half-mile radius of the Civic.

Councilor Francis voiced concerns that he would like the Idaho Falls logo to still be printed on the marquee. Mr. Kirkham explained that under the agreement the Idaho Falls logo would be removed completely from the marquee.

Mr. Kirkham explained the placement and replacements of signs in the agreement. The City agrees to the replacement of street signs to say Frontier within the first 12 months of the agreement. Regarding the digital display on the marquee, Frontier gains the right advertise promotional messages, campaigns and other things that they are trying to do. In addition, the City agrees to display advertising for Frontier at the Airport for a period of 5 years.

Councilor Francis asked if clarification could be added regarding campaigns.

Eric Grossarth explained the social media page for Civic Center and City page.

Pam Alexander informed the Council the Idaho Falls Arts Council does our marketing on behalf of the Civic to promote shows playing at the Civic in more of a link to the Idaho Falls Arts Council.

Councilor Francis would like additional language that makes it clear that the digital display is for Frontier's own marketing, not for third party. The Council members are in support of this being clarified.

Eric explained that it isn't necessarily the name that is the issue when we are going back to social media, it's the product marketing. If the City's social media page becomes a platform for that, where it is product solicitation, we will lose people that are turning to our page for the critical information.

Councilor Francis reverted back to his concern about Frontier's name being on the signs exclusively. The civic is still owned and maintained by the city. He is not comfortable with the City of Idaho Falls name not being anywhere on the building. Mr. Kirkham explained that it is a big change than what had been presented. The Council can go back and present an idea that the Idaho Falls name needs to be somewhere on the building.

Mayor Casper explained this could be a compromise. We could add a deal to help finance the replacement of the marquee and the marquee could have Idaho Falls logo on the outside digital content.

Councilor Francis feels that completely removing the Idaho Falls name would mean that 10 years down the road no one would know that the City even owns the building. Councilor Burtenshaw weighed in that no one knows that City owns the building now. They think it belongs to Idaho Falls High School. She feels that the name change is likely to improve the knowledge the is it a City building.

Mayor Casper thinks this will improve but only for the short term and that 5 years from now, the Frontier Center will be its own entity, and no one will ever know the ownership.

Councilor Hally said the Civic is not a multi-million-dollar asset and \$3.5 million is quite a large sum. Francis said he would be comfortable with the mayor's concept that the sign itself is a City sign and the Idaho Falls name is on the marquee just not the digital portion. Dingman thinks that would be inconsistent you have Frontier Center on the building and then you have the marquee out front that does not say Frontier Center on it. The digital portion will be rotating digital images that will not always say Frontier messaging on it. She feels it will be confusing. Then you would add additional confusion when you have Idaho Falls High School on the other part of the building. In the same building now, we have three separate-looking things. It will just be super inconsistent.

Councilor Radford said if you leave Idaho Falls on the marquee, people will not refer to it as the Frontier Center they will still refer to it as the Idaho Falls Civic Center.

Mr. Kirkham used a situation at Melaleuca Field as an example of residents calling in with concerns about the maintenance at the park. They were calling Mayor Casper about their grievances with the City's park. Anyone that does any due diligence will know this is a City facility.

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Councilor Radford reminded everyone this is a public service and that the City is not a brand.

Councilor Burtenshaw said she is very comfortable with the naming right in this form without Idaho Falls on it.

Councilor Hally feels Frontier will turn the Civic into a real jewel for the community.

Mayor requested if they could quickly go through the highlights of this agreement and then move on to the other topic to give the parties a chance to have a conversation and come back to this and see if there is the ability to move forward.

Councilor Francis would like to express that he is not opposed to the naming rights he is just concerned about losing the Idaho Falls logo on it, but the naming rights is not the issue. There are just some details in the agreement and what issues they can cause later down the road is what he is concerned about.

Mr. Kirkham, the rights fee is \$3.50 million that will be paid to the City through the creation of a deposit account. Frontier will transfer the money on January 1st in 5 annual installments and under this agreement it is acknowledged by the city that the payments are for the Civic Auditorium. The City will also host a ribbon cutting event to rename the Civic and send out a press release and announce it on the website. And the City will have a permanent floor display space in the interior of the Civic's lobby not less two feet deep, six feet high and six feet wide.

Mayor Casper asked if there have been negotiations on the time frame of the ribbon cutting?

Mr. Kirkham explained that there is not a specific timeline for it to occur. The parties will find and agree on when the event will happen.

Mr. Kirkham explained the consequences that are listed in the agreement if the City fails to meet their obligations.

Mr. Kirkham asked if the Mayor and Council have any concerns about the agreement that have not been discussed?

Councilor Hally asked if the account at Frontier is fine. There are all kinds of things involved in an account. Idle money earns something in a money market account/short term duration account, do those profits remain in the account? Mr. Kirkham responded that the money is transferred in the Frontier account and at that point it is the City's money. They can move it into its own account and the treasury would take over the account like any other City account.

Mayor Casper asked Mr. Kirkham: The 1st instalment payment which would come on January 1 is likely to have a significant portion eaten up in compliance and signage matters. With that it leaves very little for phase II which is ultimately the goal. Would the campaign committee for the fund raising be okay with not having the full amount available to them in this first year? The second, with respect to your analogy about the cart on the track, she is particular to that she knows that something simple can be forgotten and overlooked and not remembered until the problem surfaces. What she sees with this agreement is that they have to figure out a five-year management of Airport signage and to be able to insure FAA compliance and the 3 media posts a month issue that could easily slip through the cracks if we don't put that into a job description for the PIO.

Are there management areas that you are aware of that we need to put into consideration?

Mr. Kirkham said the biggest ones are the ones that are disconnected from the facility.

Airport and Municipal Services will need to communicate to ensure that their obligations have been met.

Director Alexander explained that Municipal services and the Airport will meet once a year to discuss the campaign for that year.

Director Alexander also mention that the advisory committee for the Civic has been made aware of this agreement.

Councilor Francis wanted clarification; when referring to liaison in the agreement, is it referring to design of the building or signs?

Mr. Kirkham explained that it is referring to design and placements of signs.

Councilor Burtenshaw wanted to express her support of this partnership. The City is not going to get a bond. This is an opportunity to expand the Civic.

Councilor Hally also express support of this partnership.

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Mayor Casper waved any concerns of another financial institution being the whole sponsor at Pine Crest Golf Course. This is a fundraiser that falls with the half mile radius, or mandate that Frontier get first rights of refusal on the holes that fall with the half mile radius.

The Mayor and Council took a 5-minute break.

The meeting was called back into session at 5:40 pm.

Community Development Director Wade Sanner presented. They will be discussing areas of impact. The Local Land Use Planning Act requires that every city establish an area of impact per Idaho code. The area of impact is located outside of the city boundaries but it is adjacent to our boundaries. It is primarily dealing with extension of City services and the potential to annex in the future. It is a planning tool that is used to expand our boundaries. Director Sanner explained that there have been conversations with colleagues at Bonneville County and the responses that been submitted to the Mayor and Council have been agreed-upon. They have been talked though at a staff meeting with Bonneville County.

Mr. Sanner explained the existing area of impact was agreed upon February 13, 2001.

The area of impact is supposed to be negotiated every 10 years. Community Development Services evaluated our annexation rate, and we found that we were annexing about 300 acres a year. That equates to about 6,000 acres that have been annexed in the last 20 years.

In a map that we provided; they are seeing two colored lines that represent the area of impact.

The orange boundary is the existing area of impact. Yellow boundary is the new area of impact

We are looking at properties not at roads.

Councilor Hally mentioned that the closer we get to getting to what we would like of the area of impact, the more we give the county residents the right to use our resources and annex at a later time. That is the tradeoff.

Mr. Sanner explained more about the area of impact. What we did is that we held to the eastern boundary of our city limits, kind-of our gentleman's agreement on 25th East, i.e. Hitt Road that we have with the City of Ammon, and we came up with that agreement that we have had for a long time. When we come up to the north yellow line, we wanted to accommodate some of the properties that we have that are City owned on the northeast corner and the potential interchange that will be coming on the northeast that is already on the outside section of the area of impact.

In discussions with the County, the existing is what has been included in the packet. What the staff has tentatively agreed to, without input of their elected officials, is the yellow boundary.

Councilor Dingman asked how significant is that?

Director Sanner said very significant. We have established a good relationship with the County at a staff level. He has been attending County Commission meetings that help bridge that gap.

In our responses, there have been more collaborations in terms of annexations. We meet with their public works department and other staff.

Councilor Francis asked how many acres is shown in increase? Director Sanner replies estimating approximately 6,000 acres every 10 years. About 3,000 acres.

Councilor Hally asked what would happen if we go beyond the area of impact? Direct Sanner explained that in 2008 an exemption was granted for a category A if a property owner chose to be annexed into the city.

Mayor Casper asked how does the yellow line in 2023 differ from the line in 2018 and 2019?

Direct Sanner answered that in 2018 it was more pushed back on the northwest side but was expanded on the northeast side.

Mayor Casper asked, referring to a piece of property on the map near the Airport, once the City purchases it, it will fall under category A? Director Sanner answered yes.

Direct Sanner asked if there were any inputs on the map before he goes into their responses? There were none.

Their responses were broken into four categories:

1. The area of impact.
2. The extension of services and roads.
3. Annexation of roads.
4. Communication with staff.

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First question that was brought up from the County was in regard to comprehensive planning. You usually don't do a comprehensive plan with the County. We stated that we are happy to work together and look at comprehensive plans and make sure they are compatible with each other but in the end, it would be the City of Idaho Falls comprehensive plan and we would be drafting our own plan-like Image IF.

Councilor Radford mentioned there are some things that the County wanted. Mayor Casper explained there were some concerns that some things were being labeled one way by them and one way by us and they felt like that created a lot of confusion in the county. The City said this is our comprehensive plan and we are not changing it. Councilor Dingman clarified it was about the hearings and the Planning and Zoning Commission when the City invited them.

Director Sanner said that we do take into account County consideration but in the end, an annexation is really a question of government and solely up to the City Council whether you annex or not. That is what that answer reflects.

Will the city be willing to resize the area of impact in regards to expectant annexation?

The City has worked with the County to address the area of impact that would be reflected in the annexation. That is where the 300 acres came from.

Mayor Caper asked what was the 20-year time frame that you took for the 300 acres per year calculation?

Director Sanner stated the long-range planner calculated that he took it over a 10-year period of annexations.

Councilor Dingman expressed appreciation for Director Sanner. His responses are on-point and consistent with what the Council has said in the past. He reflected the goals of the Council and protecting the interest of the places around the city.

Regarding the extension of services, Director Sanner explained the City is only looking to extend water utilities to the properties annexed into the city.

The Mayor and Council had a quick discussion on whether it is cheaper to build in the county or in the city and moved back to the discussion regarding naming rights for the Civic.

Mr. Kirkham explained that in the recitals, a fourth bullet point as added into the agreement adding inclusivity and accessibility. Then change from 'negatively impacting taxpayers' to 'conjunction to the community.' The next change appears on page 3, paragraph 3, subsection B, making it clear that Frontier exclusive rights shall not include any areas within the City's Pinecrest golf course facility and grounds. The next change is on page 4 under digital displays: Paragraph 4, making it clear that Frontier's rights to display digital messages is unlimited and they are Frontier's messages alone. Frontier shall not display any third-party campaign or messages in addition. It was clarified that those messages are marketing campaigns. The last change in exhibit B was removing references to the City's social media campaigns from the agreement, no longer encompassing the City's social media channels. The burdens on the City are to host messaging, change the name to the Frontier Center, and to place Frontier Center signage on the building in alignment with the City's sign ordinances. The city will be obligated to permit Frontier's messaging on the digital sign in front of the Civic and at the Airport for 5 years. That is not including any third-party messages.

Councilor Dingman motioned to approve the revised agreement. The motion was second by councilor Burtenshaw. Roll call vote:

Councilor Francis – aye

Councilor Dingman – aye

Councilor Freeman – aye

Councilor Hally – aye

Councilor Radford – aye

Councilor Burtenshaw - aye.

Motion carries.

The Council returned to the discussion regarding responses to the county.

Director Sanner explained regarding road annexation that the County asked if the City would be open to annexing half of a right-of-way? The City response was no. A full right-of-way is what the City would want, and we would

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need to coordinate with the County which we have in terms of annexation. It does not make sense to annex half of a right-of-way.

The next question was, is the City willing to recognize that exterior subdivisions of impact on ulterior roads and share cost of improving these roads. Our response is maybe. There are some areas of focus on a case-by-case basis. We would collaborate with the County to help minimize that impact.

In regard to communication, they have asked if the City is open to pre-development, annexation meetings and working with the County more regarding those areas. The City's response is that the City is open. We would like to work with them.

Councilor Francis asked Director Sanner to add to the response that the City would like to work with the County by inviting them to meetings and getting their input, but ultimately the planning decisions are in the hands of the City's planning department and City Council.

Mayor Casper asked what type of concerns the County would have regarding an annexation. Director Sanner gave an example of a type of concern the County could have.

Director Sanner asked if the Council would like for these responses to go back to the County Commission?

Councilor Francis asked for the County to provide the city with their policy for protecting agricultural land outside the area of impact while encouraging residential and commercial land inside it. Mayor Casper and all Council members were in support of this request.

Mayor Casper said a cover memo would be drafted, and the responses will be sent back. She asked Council members if they would like to see a draft and they declined.

There being no further business, the meeting adjourned at 6:52 PM

s/Jasmine Marroquin

Jasmine Marroquin, Deputy City Clerk

s/Rebecca L. Noah Casper

Rebecca L. Noah Casper, Mayor



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680 Park Avenue
Idaho Falls, ID 83402

Thursday, March 30, 2023,

7:30 PM

City Council Chambers

1. Call to Order

Present: Mayor Rebecca L Noah Casper, Council President Michelle Ziel-Dingman, Councilor Radford, Councilor Francis; and Councilor Burtenshaw.

Absent: Councilor Hally and Councilor Freeman.

Also present:

All available Department Directors
Randy Fife, City Attorney
Michael Kirkham, Assistant City Attorney
Corrin Wilde, City Clerk

2. Pledge of Allegiance

Amanda Poitevin (community member) led those present in the Pledge of Allegiance.

3. Public Comment

Jace Wright, Shelley, Idaho- Top Notch Real Estate, Idaho Falls (Downtown Park Ave.) – Wright is requesting to be put on a future agenda regarding City Parking. Wright stated that it has become a concern, as they have been in their office since June 2022, and they find it difficult to have to move vehicles every 2 hours, while they work, they have paid \$1500 in tickets since June and over 50 parking tickets have accumulated. They are not being malicious, or trying to disregard the rules, but they are busy meeting clients. Wright has witnessed people in hair salons have gone out with their hair in rollers to move cars. Wright understands it is a form of income for the City, and they want to work out a way to meet in the middle, maybe a monthly fee for tags to park in front of their building. Wright would like to address that in the future.

Consent Agenda

A. Municipal Services

1. Proposal to Add Interior Renovations for the City Hall Elevator Project
2. Treasurer's Report for January 2023
3. Bid IF-23-09, Purchase Superpave Hot Mix Asphalt for Public Works

B. Public Works

1. Bid Award - Fielding Cemetery Road Improvements 2023
2. Bid Award - Street Overlays 2023
3. Local Professional Services Agreement with Atlas Technical Consultants in support of the 17th Street and Woodruff Avenue Intersection Improvement Project
4. Bid Award - Tiger Avenue Water Line Improvements 2023
5. Bid Award - 65th South Fire Station Driveway

C. Idaho Falls Power

1. IFP-23-11 Westside Substation Racking

D. Office of the Mayor

1. Appointment to Idaho Falls Public Library Board of Trustees

E. Office of the City Clerk

1. License Applications, all carrying the required approvals

It was moved by President Ziel -Dingman, seconded by Councilor Francis to approve, accept, or receive all items on the Consent Agenda according to the recommendations presented. The motion was carried by the following vote: Aye – Councilors Francis, Dingman, Freeman, Radford, Burtenshaw. Nay – None

5. Regular Agenda

A. Parks and Recreation

1) An Ordinance of the City of Idaho Falls Amending City Code.

Director PJ Holm appeared and passed out handouts to the Council Members that included various pictures of the bike pathway south of town and presented as follows:

Director Holm stated that the pictures are pictures of what has been done on the Gem Lake Bike Park off 49th South on the River and Idaho Falls Power operates a boat dock and swimming hole. Just to the south of the boat dock, there are 20 acres of property that they have allowed a volunteer group to come in and start doing clean up and restoration to make trails for biking, trail running, and other pedestrian uses. Director Holm read a portion of an email from the group:

"We have 1200 volunteer hours contributed more promotions planned for this year, and additional funding hours. This year we plan to add another mile of trail, a 45' wood berm, 3 wood drops that range from 1' – 5', and a dirt pump track." Director Holm stated that they are working on bringing mountain bike trails into Idaho Falls, and Parks and Recreation are excited to work with these volunteers. It is a great addition to Idaho Falls and a great facility.

Director Holm is requesting an ordinance change to add this location to permitted alcohol sites in Idaho Falls. There are 13 sites called out in the City Ordinance for permissible alcohol sales. This does not open this location to open containers or BYOB. It is very monitored and has a special event permitting process, including security, ID check, and other pieces to go along with the process. Director Holm wants this location added, as they have fundraisers throughout the year, including Bike Month, which is put on by BMPO, the City of Idaho Falls, and multiple bike shops in town. The Bike Month committee sets up events throughout May, including the bike challenge for all the elementary schools in the area, a 5th-grade bike ride, and a community ride. Another event they do in May is a fundraiser and bike social, and they try to raise funds to buy bikes and give bikes at events throughout the month. Parks and Recreation sees the benefit of that, and they want to be able to sell beverages at the fundraiser. Director Holm supports the request and wants to see this group succeed.

Mayor Casper asked about the family events, and if the alcohol sales are going to be in the park where kids are playing. Director Holm stated they are looking at an end-of-year social in September and an early June social. There might be some families there, but typically the social is raffles, a band, and does tend to be adult-oriented more than the community ride. Mayor Casper stated that the law must apply

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to all events if changed. Mayor Casper wanted to feel it out because if families are there, and parents are present, parenting is an important thing and hopefully it will happen in that type of setting.

Councilor Francis stated that the fundraiser is to support the development of the bike park because there is so much potential. Director Holm stated that the fundraiser is twofold, including the fundraiser that is a social, and that will help pay for activities and events that happen throughout bike month, but the group is interested in being able to have 1 or 2 other events throughout the year to fundraise and bring in money. Councilor Francis clarified that the location is the Gem Lake Bike Park.

Randy Fife, Esq. clarified you are not voting for a fundraiser, you are voting for this location to go on a list that if the event could meet the conditions of approval, then they can have a special event permit that allows alcohol. This is broader than one group.

Councilor Francis wanted to ensure that the bike park was the only area added to the ordinance. Mayor Casper stated that when the Event Committee approves alcohol sales and issue the permit the area is controlled so people aren't wandering. Director Holm agreed there are barricades, and it is a controlled situation, and they don't want to get into a situation where people bring alcohol to parks to watch soccer and softball, etc. This is only for events and activities that are pre-organized, authorized, and checked off by police.

It was moved by Councilor Radford, seconded by Councilor Francis to approve the ordinance amending Title 8, Chapter 3-5, to add Gem Lake Bike Park to the list of City regulated spaces where alcohol may be sold, dispensed, and consumed. The motion was carried by the following vote: Aye – Councilors Francis, Radford, Burtenshaw, Dingman. Nay – None

At the request of the Mayor, the City Clerk read the ordinance by title only:

ORDINANCE NO. 3505

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING CITY CODE SECTION 8-3-5 TO ADD GEM LAKE BIKE PARK TO THE LIST OF CITY-REGULATED SPACES WHERE ALCOHOL MAY BE SOLD, DISPENSED, AND CONSUMED, AS REGULATED BY THE CITY'S ORDINANCES AND STATE LAWS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

B. Municipal Services

1) Idaho Falls Civic Center for the Performing Arts Conceptual Design Professional Services Agreement.

Director Pam Alexander appeared and presented as follows:

Director Alexander indicated that they have members of the Civic Advisory and Foundation present at the meeting tonight, as well as Roxanne Mitro, from AKM Architecture, and Richard Dodge is joining virtually.

Slide 1 –They had a renovation a few years ago consisting of \$1.8 million, and it was well received by the community, and there were immediate questions on what is next for the Civic.

Slide 2 – The recommendation for the Idaho Falls Civic Center for Performing Arts Committee is to provide ADA Access to the facility to include restrooms and expansion of the lobby. The 5-member

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evaluation panel recommended a contract award to AKM Architecture/Studio I for a total of \$591,000. The funding came from \$300,000 came from the American Rescue Plan (ARPA Funds) and the balance through a portion of ADA Funds that they have as part of the operating budget in the building maintenance department, with a pledge of 2 years of \$50,000 per year. funds are also available in repair and maintenance in the Civic budget; and also, in the building maintenance repair funds. The proposed future funding is through the capital campaign led by the Idaho Falls Civic Center for the Performing Arts Foundation which is a 501(c)(3) and possible grant and City match funds for the ADA portion. When they look at the escalated cost of construction for 2023/2024, design and engineering would be a total of \$7.5 million of which approximately 49% is for ADA accessibility components. Director Alexander used \$6.7 million because the Council memo only addressed the issue with the contract itself.

Slide 3 – Conceptual Design - Lobby expansion and ADA bathrooms below the lobby, install elevator for bathroom access, and mezzanine. A proposed professional services contract of \$591,000 will include programming, schematic design, design development, construction, and the bidding phase which will get them out to a formal bid. AKM/ Studio I will lead local civil, structural, and mechanical engineering firms to keep business local. They have a great partnership for this proposal. In attendance is the Civic Foundation Director Lara Haraway and she has led the exploratory committee to conduct an extensive Feasibility Study on this project.

Slide 4 – Per the recommendation for the Civic Advisory Committee, which is established through ordinance, a Civic Center for the Performing Arts Foundation has been created. It was approved by City Ordinance #3197 on July 12, 2018, to authorize the foundation to seek outside funding and in-kind donations for Civic capital improvements. The Feasibility Study included over 40 user groups, community members, Civic patrons, and the business community to review the conceptual designs. The Feasibility Study's comments included the overall building, exterior design, designated drop-off area, exterior walkways, lobby interior, elevator, restrooms, storage, multi-purpose space, and HVAC. The Feasibility Study was extensive and took 7 months. A Feasibility Study was critical to this process for a community-driven effort to determine the Feasibility of future investments into the Civic and approximately 2/3 of the comments were on design and in consensus with the architect's design and vision.

Slide 5- The Feasibility Study included overall building and interior design. Feedback received was overwhelmingly positive on the ADA accessibility and the future scope of the Idaho Falls Civic Center for Performing Arts. The Foundation is confident that an award to AKM/Studio I will move this to a successful capital campaign.

Director Alexander is requesting the Council to approve the Conceptual Design Professional Services Agreement to AKM and Studio I Architects for a total of \$591,000.

Councilor Burtenshaw stated that she is in support of this project and the \$300,000 in ARPA Funding is set aside, but without the diligent work of the Foundation and the Feasibility Study then Burtenshaw would be less comfortable moving forward, the work that was done by the Foundation makes her feel comfortable moving forward showing the community dedication to the facility. She is excited to have this be the next step.

Councilor Radford stated that they are charged as a government entity to help with the health and safety of the community and when they have public spaces to gather and have spirits lifted it is important to health and has been part of government for all of history. Radford feels that they need to

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help build community and culture to help mental health. This is an opportunity to help mental health in the community.

Mayor Casper stated that the key is community and having an experience at the Idaho Falls Civic Center is part of living in Idaho Falls. They have made a lot of progress due to the help of the Advisory Committee. Mayor Casper thanked the Advisory Committee for their time and effort.

Council President Dingman stated that they are privileged to be a part of the time doing this and you will have these memories and so many reasons to support this project, including the advancement of the ADA design. The design will be functional for families and individuals. The Committee and Foundation have done their due diligence. The work provides stability and faith in the process. This is an investment in the constituents. President Dingman thanked the Committee and Foundation and Director Alexander for their work and effort.

It was moved by Council President Dingman, seconded by Councilor Burtenshaw to accept and approve a professional services contract with architects AKM Architecture, P.A. and Studio I LLC, for \$591,000. The motion was carried by the following vote: Aye – Councilors Dingman, Radford, Francis, Burtenshaw. Nay -None.

2) Quote 23-008, City Council Chambers Renovation

Director Pam Alexander appeared and presented the bid to renovate the Council Chambers as the room is over 15 years old. The platform and the dais have been there for years and have reached their useful life, and they need to make more room for the community to come and participate in the government process. This project will update City Council Chambers, including installing public access to Council Chambers, installation of a traditional dais, new carpeting, new paneling, and ADA Ramp. The construction specifications do spin the dais into a traditional dais and provide more depth in the room for public participation. The lowest bid was from Alan Clark Construction, LLC for \$92,290.00.

It was moved by Council President Dingman, seconded by Councilor Francis to accept and approve the lowest quote received from Alan Clark Construction, LLC. for a total of \$92,290.00. The motion was carried by the following vote: Aye – Councilors Radford, Burtenshaw, Francis, Dingman. Nay -None.

3) Affirm, Modify, or Re-bid IF-23-07, 150-Pound Chlorine Cylinders for Public Works.

Director Pam Alexander appeared and presented that this agenda item is to affirm, modify, or rebid IF 23-07 for 150-pound chlorine cylinders for public works. Director Alexander explained that 2 bids were received on February 21 and the Council approved the bid award on March 9, 2023, to Oxarc, Inc. for \$84,240. The second lowest bidder, Thatcher Company submitted a formal protest on March 8 stating that the lowest bid did not acknowledge Addendum 1, and therefore the bid should not be valid. Addendum 1 provided some clarification language and did not change the quantity or pricing, the addendum also stated that bids submitted without the addendum may be considered invalid. Director Alexander stated that Idaho Statute 67-28-06(J) states that when someone is addressing contentions by an objecting bidder, the governing board shall review its decision and determine whether to affirm,



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modify, or rebid. Director Alexander is asking Council to either affirm, modify, or rebid the award that was given to Oxarc, Inc. for \$84,240.00

Councilor Francis stated that he did not see an addendum 1 in his packet. He sees the contract bid and bid report. Councilor Francis asked for direction to addendum 1. Councilor Francis stated that one company (Thatcher) stated yes to the addendum, and one company (Oxarc) responded no to the addendum. Director Alexander stated that on the bid tabulation, they identify if they have accepted it, or they have not accepted the addendum and the addendum was in the packet when the award occurred on March 9.

President Dingman directed Councilor Francis to page 108 in the packet. President Dingman read from the addendum. President Dingman understands that Oxarc didn't sign the addendum, and that it was an error that they didn't acknowledge receipt of the mailing address and bid document. It seems it was accidentally not submitted as part of the packet. The Council can reject the bid if they want, but it doesn't change anything with the outcome, it was just a forgotten signature.

Mayor Casper stated that the language on the instructions stated that if it is submitted without the addendum the bid "may" be considered, not "shall" be considered and it is not an automatic disqualifier.

Director Alexander stated that the outcome of the lowest bid did not change based on the acknowledgment of the addendum. It "may" be considered invalid and because of that the City staff left the award on the consent agenda for March 9, and once they received the formal protest, they brought it to the council for discussion.

Councilor Francis asked what the implication of rebidding this item is. Director Alexander stated that they looked at going out in the fall, and her recollection was the chlorine cylinders were expensive, so they were not awarded at the beginning of the fiscal year, and she is unsure what the inventory of chlorine for the City looks like. Chlorine is used for water and wastewater programs.

Director Chris Fredericksen came forward. Director Fredericksen stated that the 150lb cylinders are for the water division. Director Fredericksen stated that these types of considerations happen occasionally, and they sit down with staff and legal to determine implications. They sat down and there was a cost saving to award to the low bidder. There are a number of criteria by State law, including ensuring the public works contract lists sub-contractors and those are hard rules, but this consideration is "may" versus "shall." Vendors might not rebid as the bid information is available and has been laid out. They are running out of vendors in the western mountain area to provide chlorine. They have concerns about getting the cylinders. They did order a few so they have some to continue with the chlorination for the water division. They want to move forward with the bid award.

It was moved by Council President Dingman, seconded by Councilor Burtenshaw, to affirm the bid award to Oxarc, Inc. for \$84,240.00. The motion was carried by the following vote: Aye – Councilors Burtenshaw, Dingman, Francis, Radford. Nay - None.

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4) Public Hearing Authorization to Amend City Ordinance 3446, To Adopt, Collect, and Administer City Development Impact Fees and First Reading.

Director Alexander stated this is for a public hearing authorization. So, the public hearing was discussed on Monday's work session.

Mayor Casper stated that they need to authorize the City Council to conduct a public hearing on the night it is being advertised.

Director Alexander stated that this item is to amend City Ordinance 3446 to adopt, collect, and administer city development impact fees on the first reading. It was discussed that they want to hold a public hearing on Thursday, April 13th at 7:30 p.m., in the City Council Chambers. The notice was published Wednesday, March 22, 2023 newspaper, they are scheduled at that date and time, and they want City Council authorization to conduct the hearing on April 13, 2023, in this room.

Mayor Casper asked Randy Fife, Esq., how to handle authorizing the hearing and have a first reading. Randy Fife, Esq., stated that they can decide tonight that they want a public hearing, and then they can consider the ordinance on 1st reading, and if there are any instructions that you want to give staff to make some changes for additions for the second reading you can do that too.

Mayor Casper indicated that ideally it would say to authorize the public hearing and then conduct the 1st reading. Mayor Casper feels it would be cleaner if they could handle these items separately.

President Dingman asked if they would move to approve a 1st reading or conduct a 1st reading. Randy Fife, Esq., stated that you will consider the ordinance draft on 1st reading when you get to that point. You can move to authorize the public hearing, and then go to the next.

Mayor Casper stated that you are not making a motion to approve or deny you are just saying tonight is the night that they have the 1st reading, or are they considering the 1st reading tonight?

Randy Fife, Esq., stated that they are proposing to take action tonight to pass it on to the 1st reading.

President Dingman moved to authorize a public hearing to amend City Ordinance 3446 to Adopt, Collect, and Administer City Development Impact Fees. Councilor Francis seconded the motion. City Clerk read roll call vote: Aye: Francis, Dingman, Radford, Burtenshaw. Nay: None. The motion carried. President Dingman moved to approve on the 1st reading to Amend the City Ordinance 3446. Councilor Francis seconded the motion.

Burtenshaw asked if this was the point at which they would give recommendations.

Mayor Casper wanted to have the motion and then have the discussion.

Randy Fife, Esq stated that if they want to make changes, you can either pass it on the first reading, as is, and then give instructions, so that the second reading would have those changes in it, or if someone wanted to propose amendments to what is going to be considered on the 1st reading, you can do it that way too.



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Councilor Francis has a serious amendment, and then a discussion point on another element.

Mayor Casper wants the motion made and then have a discussion.

Councilor Burtenshaw asked for clarity, as it would be difficult to know the extent of all of the language they are going to change, so it would be difficult to make it on the fly. If it is a significant change, it would be hard to keep track.

Randy Fife, Esq., stated that he thought that someone made a motion to pass it on the first reading and it was seconded, that is in play. So, if you vote on that, that is what it does. Mayor Casper stated that they are not going to vote, as at least one Councilor wants to amend.

Councilor Francis stated that he has 2 things. 1st on Page 6 of the ordinance (127 in the packet available online). This is what was mentioned in the work session and he wants discussion as there is a concern about the last part of the addition, "such impact fee should be charged and collected from taxing districts, as defined in Idaho Code 63-201 and authorized Public Charter Schools as defined by Idaho Code 33-5202(a) *unless the taxing district or charter school enters into a written agreement with the City that provides otherwise.*" Francis feels that this opens the door for exceptions. People can apply for a waiver on fees to be determined, but this invites a particular set of interest groups or taxing districts to get an exception and feel the last portion of the sentence should be removed.

Mayor Casper asked if he was asking to strike the "unless the taxing District..." to the end of the sentence.

Councilor Radford agreed that they didn't want these exceptions and agreed with Francis. Councilor Radford wants to keep the exceptions to a minimum and it gives the directors fewer choices about how to use the dollars.

Councilor Francis asked if he moved to strike those words. Francis chose to go to the next and amend all at once.

Councilor Francis moved to 10-8-8 which is credits for affordable housing, near the end on page 17 of Section C of the ordinance (packet page 138). Councilor Francis passed out new wording he came up with the help of the legal department. Councilor Francis stated that in C1 the additional words are underlined. "May be granted a waiver **of a portion** of the impact fee payment required". The important word is "a portion." ... That is consistent with the impact fee study that they are required to follow. Councilor Francis read that "Any waiver granted by Council should be based ____ to which development meets the following conditions: The first 3 are in the Ordinance (Francis read the 3 that were already in the ordinance). The following are added points: There is a demonstrated need for such development; the number of dwelling units in the development (decided not to set a number but have something for consideration of the impact of the development); funding available from general fund dedicated to support affordable housing in the City (something that has been discussed. Those fees have to be paid and they can only do it if they establish the fee); no waiver shall exceed 30% of the impact fee payment; Failure to develop housing as presented to Council as determined by the Community Development Services Department Director shall result in automatic cancellation of the approved waiver and shall require payment of all waived fees within 60 days following cancellation of all building permits.

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Councilor Francis feels these address, in a more formal way, what they put together in response to the Black Feather Development that was granted a waiver in the amount of 30%.

Randy Fife, Esq. stated that they can consider that there are two places that it discusses striking sentences, and the other one is at 10-8-4 under the definition of fee payer, and they would need to strike after the “,” the rest of the sentence to stay consistent.

Mayor Casper as asked Councilor Burtenshaw if she feels this is too complicated for the few minutes of consideration it is given right now.

Councilor Burtenshaw is ok as they were provided a sheet, and now that they have a paper in front of her, and helps her keep it straight.

Councilor Burtenshaw has an edit she wants made on Ordinance 3446 dealing with BMPO page 3, strike out "the Cities of Ammon, Idaho Falls, Iona, Ucon." So that it would read "A federally mandated and funded transportation policy-making organization in Bonneville County, provides transportation planning for the urbanized portions."

Randy Fife, Esq. has an alternate language that is similar, and he will add "e" back to estoppel. Mayor Casper stated that C as proposed in the handout from Councilor Francis goes straight to 1 and C has no header as they have taken the header away. Randy Fife, Esq., stated that it is amending only part of the section, so when it appears as strike-out underline, it will have the same format as it does now, and there were no headers as it was all under 10-8-8. Mayor Casper stated that all of the language for C has been put into 1.

Randy Fife, Esq., clarified that the Mayor is concerned that it needs to have an intro paragraph. Mayor Casper will save that for later so as not to be nitpicky right now.

Mayor Casper stated that if they need to pass tonight, they need a motion to summarize. Councilor Burtenshaw doesn't want to pass this new language at all. Councilor Burtenshaw has concerns with the Parks Department and the potential of it being pulled into every development agreement, as a developer wants to have a credit as identified in 10-8-9, and there is potential for lots of minor neighborhood parks. The study does say that they would need 56 acres of community-style parks and does not anticipate that it would be cleaned up in this language, but there is potential for resolution to come forward giving direction so that they do not always have the Parks Department pulled into the development agreement. Community Development can say this is the identified park and it needs to be 10-12 acres (specified later). The continual inclusion of parks in development agreements and not achieving the goals of the study is concerning to her.

Councilor Radford agreed and stated that there is an opportunity for developers to want to make their own individual parks, and then try to get credit and that gives no freedom to plan for the community.

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Councilor Francis stated that there are only 5 – 6 acres maximum in the small parks. Francis suggested that Planning and Parks and Rec need to work out a proposal and bring it to the Council and have an overall plan.

Mayor Casper asked for clarification and asked if this was the work in front of us. Councilor Burtenshaw stated that by the second reading, there could be some clarifying language with reference to the discussion, but she is not prepared tonight to present the language. She is just bringing up issues.

Mayor Casper explained about the passing of the action on a single reading. Mayor Casper stated that you can amend what you are considering at each step along the way. Tonight, they got the proposed amendments that could happen tonight and possibly make amendments next time too. President Dingman wants to amend tonight to keep track of the conversation.

President Dingman clarified her intent to her motion made previously to pass this on the 1st reading tonight with the following amendments: 1st amendment on page 3 of 24 the Ordinance 1-3-2 modifying the general code definition language to encompass the correct BMPO Planning Area; page 6 of the Ordinance 10-8-3 Section D to strike the portion of the sentence “Unless a taxing district or authorized public charter school enters into a written agreement with the City it provides otherwise”; page 8 of the Ordinance 10-8-4 under definition starting with the same portion of the sentence “ Unless a taxing district or authorized public charter school enters into an agreement with the City that provides otherwise.”; Page 17 of the Ordinance 10-8-8 in the following sections, amended as presented this evening in the hand out, beginning with what was originally proposed as C(1), and President Dingman suggested renumbering to B3, B4, B4(a), B4(b), B4(c), B4(d), B4(e), B4(f) the following B5, B6 and finally modifying the appeals language to read as letter C, instead of D, as well as acknowledging that we will put the “e” back in estoppel in two places within the Ordinance. For any additional clarification as contained in 10-8-8 in Sections B1, B2 and as presented by Councilor Francis C1(which has been renumbered) or as to be reformatted by the legal department (Per Councilor Francis's suggestion) and C can simply say Affordable Housing (as suggested by Mayor Casper). Randy Fife, Esq., stated that there are many ways to do it and he will attempt it. Councilor Francis seconded the amended motion.

Mayor Casper asked for clarification on the motion as to whether Dingman is clarifying the original motion, or if this is an amendment, and she is amending the motion, then they need to vote on the amendment, and then vote on the motion as amended. Dingman stated that it is an amendment. Councilor Francis seconded the amendment to the motion.

Mayor Casper called for a vote on the amendments as proposed by Council Member Dingman. City Clerk read roll call vote: Aye: Francis, Dingman, Radford, Burtenshaw. Nay: None. The motion carried. Mayor Casper stated that they had successfully amended the motion. Mayor Casper asked for a vote on the original motion as now amended. City Clerk read roll call vote: Aye: Francis, Dingman, Radford, Burtenshaw. Nay: None. The motion carried.

Randy Fife, Esq., stated that he will make the change as understood and he will redistribute before the 10th so they can see if there is more to do or if he was able to capture what was wanted.

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5) Public Hearing to Authorize the Transfer of the West River Boat Ramp to Bonneville County.
Mayor Casper opened the public hearing to authorize the Transfer of the West River Boat Ramp to Bonneville County.

Mayor Casper opened the public hearing to authorize the Transfer of the West River Boat Ramp to Bonneville County.

Director Pam Alexander appeared and presented as follows:

Slide 1 – The history is the West River Boat Ramp property was purchased back in the 1980s due to river icing concerns following the bulb construction for Idaho Falls Power. Bonneville County and Idaho Fish and Game built the ramp and have improved it and maintained the land for several years. During the Idaho Falls Power Board meeting on October 12, 2022, the Executive Staff recommended the City transfer the 3 parcels shown on the slide to Bonneville County. Idaho Code 50-1042 requires the City Council to conduct a public hearing regarding the transfer of the West River Boat Ramp.

No one appeared in support or opposition.

Mayor Casper closed the public hearing.

It was moved by Council President Dingman, seconded by Councilor Burtenshaw to authorize the transfer of the West River Boat Ramp to Bonneville County pursuant to Idaho Code 67-2322. The motion was carried by the following vote: Aye – Councilors Dingman, Burtenshaw, Francis, Radford. Nay - None.

C. Community Development Services.

1) Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 17.782 acres of the NE ¼ of Section 12, Township 2 North, Range 37 East.

2) Legislative Public Hearing-Part 2 of the Annexation and Initial Zoning of R&D, Research, and Development with the Limited Development Airport Overlay Zone, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 17.782 23-108 Page 6 of 10 City Council Meeting Agenda March 30, 2023 acres, NE ¼ of Section 12, Township 2 North, Range 37 East

Mayor Casper opened the public hearing.

Interim Director of Community Development Services Kerry Beutler appeared and presented:

Slide 1 – Director Beutler indicated that this is an annexation of 17 acres in the northern section of the City, North of the INL Campus along MK Simpson Blvd, and University Place. This is a vacant parcel on the south side of 33rd North. The existing zoning in the area to the south and the east is zoned Research and Development and to the north across 33rd the property is zoned R3A.

Slide 2 – Comprehensive Plan. This area is darker grey and is designated as a special use designation. That designation has been slated for this area around the INL Campus as there can be unique uses associated therewith, and the requested zoning is for R&D Research and Development and the request is consistent with the Comprehensive Plan.

Slide 3 – Aerial of the property. Showing undeveloped used for agricultural purposes. The applicant is including the annexation of the right of way of W 33rd North extending to the western edge of the right

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of way. The right of way currently exists as Bonneville County Right of Way. They have monthly meetings with Bonneville County Public Works and with Bonneville County Planning to discuss annexations and right-of-way issues as they proceed to annexation. It has been recommended that since the City has already annexed 33rd North to the East and the City will be annexing 33rd for the frontage of the parcel, it makes sense to annex the balance of the right of way.

Slide 4 – Airport Overlay Zone. This area is compatible with the Airport overlay.

Slide 5 – Pictures of the property

This is a category A annexation with proposed R&D Zoning. It was recommended to be approved by the Planning and Zoning Commission and staff concurs with that recommendation.

No applicant appeared.

No one appeared in support or opposition.

Mayor Casper closed the public hearing.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis to approve the Ordinance annexing 17.782 Acres of the NE ¼ of Section 12, Township 2 North, Range 37 East, and assign a Comprehensive Plan Designation of Special Use Transect, under the suspension of the rules requiring three complete and separate readings, and request that it be read by title and published by summary. The motion was carried by the following vote: Aye – Councilors Francis, Dingman, Radford, Burtenshaw. Nay - None.

City Clerk Read the Ordinance by Title.

ORDINANCE NO. 3506

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 17.782 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES, AND PROVIDING SERVABILITY PUBLICATION BY SUMMARY AND ESTABLISHING AN EFFECTIVE DATE.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 17.782 Acres of the NE1/4 of Section 12, Township 2 North, Range 37 E, and give authorization for the Mayor to execute the necessary documents. The motion was carried by the following vote: Aye – Councilors Burtenshaw, Dingman, Radford, Francis. Nay - None.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis approve the Ordinance establishing initial zoning for R&D Research and Development with the Limited Development Airport Overlay Zone as shown in Ordinance Exhibits, under a suspension of the rules requiring three complete and separate readings and request it be read by title, and published by summary, that the City Limits documents be amended to include the area annexed herewith and the City Planner be instructed to reflect said annexation amendment to the Comprehensive Plan, the Initial Zoning on the Comprehensive Plan, and Zoning Maps located in the Planning office. The motion was carried by the following vote: Aye – Councilors Francis, Radford, Dingman, Burtenshaw. Nay - None.

City Clerk Read the Ordinance by Title.



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680 Park Avenue
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ORDINANCE NO.3507

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 17.782 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R&D RESEARCH AND DEVELOPMENT, INCLUDING THE LIMITED DEVELOPMENT AIRPORT OVERLAY ZONE, AND PROVIDING SERVABILITY PUBLICATION BY SUMMARY AND ESTABLISHING AN EFFECTIVE DATE.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis to approve the Reasoned Statement of Relevant Criteria and Standards for initial zoning of R&D Research and Development with Limited Development Airport Overlay Zone and give authorization for the Mayor to execute the necessary documents. The motion was carried by the following vote: Aye – Councilors Radford, Burtenshaw, Francis, Dingman. Nay - None.

3) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Sparrow Hill Subdivision First Amended.

Councilor Francis stated that everyone has a hard copy of the Reasoned Statement of Relevant Criteria and Standards, and it adds the sentence about being consistent with the Comprehensive Plan and the statement of the Planning and Zoning Commission approval. Councilor Francis stated that this is a straightforward final plat. There was a concern in Planning and Zoning about the lot line going through a building, and what is shown for the Council tonight has corrected that situation, so it doesn't exist as a problem.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw to accept the Final Plat for Sparrow Hills Subdivision First Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. The motion was carried by the following vote: Aye – Councilors Radford, Francis, Dingman, Burtenshaw. Nay - None.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw to approve the Reasoned Statement of Relevant Criteria and Standards for Final Plat for Sparrow Hills Subdivision First Amended and give authorization for the Mayor to execute the necessary documents. The motion was carried by the following vote: Aye: Francis, Dingman, Radford, Burtenshaw. Nay - None.

4) Final Plat Extension for East River Estates Division 1

Councilor Francis stated that this is extending a final plat that has already been approved as the developer has asked for 6 months extension until September due to a variety of reasons. The extension gives them time to go back to their original thinking.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw to approve the extension of the Final Plat for East River Estates Division 1. The motion was carried by the following vote: Aye: Francis, Radford, Burtenshaw, Dingman. Nay - None.

5) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Black Feather Apartments.

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Councilor Francis stated that the Reasoned Statement of Relevant Criteria and Standards is the hard copy that adds the sentences referred to before, referring to it being consistent with the principles of the Comprehensive Plan and the other that it has been approved by the Planning and Zoning Commission.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw to approve the Development Agreement for the Final Plat for Black Feather Apartments and give authorization for the Mayor and City Clerk to sign said agreement. The motion was carried by the following vote: Aye: Dingman, Radford, Francis, Burtenshaw. Nay - None.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw to accept the Final Plat for Black Feather Apartments and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. The motion was carried by the following vote: Aye: Radford, Burtenshaw, Francis, Dingman. Nay - None.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Black Feather Apartments and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye: Burtenshaw, Dingman, Francis, Radford. Nay - None.

6) Legislative Hearing for Consideration of an Ordinance approving the Anderson Bush Urban Renewal District.

Mayor Casper opened the public hearing.

Interim Director of Community Development Services Kerry Beutler appeared and presented as follows: Director Beutler indicated that there are 2 former Directors on the meeting remotely tonight to help with this item.

Brad Cramer (Executive Director for Idaho Falls Redevelopment Agency) and Renee Magee are both online, as well as Meghan Conrad, Esq., from Elam and Burke who is the legal counsel for the Idaho Falls Redevelopment Agency.

Brad Cramer appeared via Teams.

Cramer stated that there is an ordinance to adopt an Urban Renewal Plan and to create a new District, and the ordinance was not in the packet but has been provided to Council members. The creation of the District will allow Tax Increment Financing to assist in the development of the property. This is the last major hurdle in a lengthy process. Cramer stated that to get to this point the district has already gone through an Eligibility Study and is approved by the board and city council. The Agency has also approved the Financial Feasibility Study (showing estimated values of the project), Planning and Zoning reviews the Plan to make sure it is consistent with the Comprehensive Plan. It takes a lot of people including staff, and the legal team to make it to this point. Cramer stated that on this site specifically there were numerous projects proposed on this site during Cramer's time with the City, and every developer walked away because of the high cost of rock removal. It took a paradigm shift to go to the micro-district model and Blake Jumper (developer) brought the project forward to see this site develop.

Meghan Conrad will present the Plan and Renee Magee will present the Financial Feasibility.

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Meghan Conrad, Esq., Elam and Burke. Conrad started by explaining what an urban renewal plan is. An Urban Renewal Plan is not a contract, but it does present the framework within which plan implementation occurs to support the development objectives.

Slide 1 – The area is approximately 48 acres east of Highway 20, west of North Boulevard, south of Science Center Drive and North of Anderson Street, and next to AH Bush Elementary School. 50% of this proposed revenue allocation area is vacant and underutilized. The areas north of Science Center and south of Anderson have been built out and this area development has been bypassed due to the impediments on the site, including basalt and other reasons outlined in the Eligibility Study and referenced in Section 103 of the Plan.

Slide 2 – The Planning goals are centered around the development of 7 acres with 156 units of affordable housing. The Revenue Allocation Proceeds will be used to provide needed public infrastructure improvements and remove certain impediments to development. There are many steps that go into the creation of a plan and a project area, and those are outlined in slide 3: In August of 2022, the Eligibility Study was accepted by the Redevelopment Agency and City Council; The Redevelopment Agency reviewed and adopted the Plan on January 19, 2023; Planning and Zoning reviewed and found it in conformation with the City's Comprehensive Plan on February 7, 2023. This public hearing was published on February 24 and March 15, 2023, as well as the transmittal of the Plan and the Agency's Resolution to all the overlapping taxing districts for this area on or before February 24, 2023.

Slide 3 – Idaho Code Section 50-2905. Conrad stated that they have looked at each of the separate elements and have referenced sections where the specific finding or element is addressed as they work their way through the Plan. There is a 10% valuation test that must be satisfied, which means that the combined base values of the existing Revenue Allocation Areas, plus this proposed Revenue Allocation Area cannot exceed 10% of the total taxable value of the City. That Test is set forth in Section 502.3. More specific statements of the project are found in section 301 and attachment 5, specifically, how are the proceeds going to be used to fund the improvements, and more specifically detailed in the Economic Feasibility Study that Renee Magee will go through. Detailed list of the project costs in Attachment 5 (Economic Feasibility Study). Fiscal impact statement showing the impact of the Revenue Allocation Area upon the overlapping taxing districts. Conrad stated that they are talking about the deferred ability for an overlapping taxing district to take the new development value and have it be on the new construction roll and available for overlapping taxing districts to use to increase budget capacity. The description of the methods of financing is throughout the plan in sections 303, 304, 309, 500 and Attachment 5 (Economic Feasibility Study). The termination date is in section 800 and is identified as the full 20 years, (December 31, 2043) and they could receive revenues into 2024. Description of disposition of assets in section 800.

Slide 4 – Visual of 10% valuation limitation. The District is well below the 10% test. These values are as of July 2022.

Renee Magee presented further:

Slide 5 – The Economic Feasibility Study is to determine if the planned development (affordable housing project on 7 acres) will generate sufficient revenues to finance the proposed assistance necessary from the Idaho Falls Redevelopment Agency.

Slide 6 – The projected tax revenues over a 20-year period should be sufficient to repay the developer approximately \$2,255,000 for eligible improvements; and anticipated that roughly \$3 million will be

generated if the value of the development increases by 2% annually and the beginning levy rates are based on the 2022 levy rates.

Slide 7 – Under the scenario considered in this study, the developer will fund the initial cost for impediments to the development of public infrastructure improvements. The developer's request includes basalt excavation, structural fill, utility trenching, and right-of-way improvements. There may be a need for the Agency to fund roughly \$225,000 for right of way and public utility improvements over the life of the URA.

Slide 8 – The identified projects are listed on page 295 and shown on the slide. The total cost is \$2,480,000. The largest costs are anticipated to be rock excavation and structural fill of \$1,150,000.

Slide 9 – Using levy rates available in November 2022 it is anticipated that the tax increment revenues to be generated if the assessed value of the development increases 2% annually will be just over \$3 million.

Slide 10 – Revenue Projection. If formed in 2023, construction begins in 2023, and CO issued in 2025.

The complex will generate approximately \$2.9 million in tax increment revenues in 16 years under this scenario. A total of over \$3 million should be generated.

Slide 11 – Assumptions used. Revenue allocation proceeds will not flow to the Agency until 2027; MIL Levy will decrease by 2% annually; the value of new construction increase by 2% annually. The base value of the buildings in the district will increase by 1% annually. The base value is \$6.4 million, which is the existing valuation. The new construction is valued at \$19.5 million which is the estimate provided by the developer. This is a section 42 housing project, and the valuation is based on the income approach. An alternative scenario with an increase of 1% annually was included on pages 305 – 306. Under that alternative, if development only increases by 1% annually, it is estimated that the complex will generate over \$2.8 million in 17 years.

Slide 12 – Cash Flow. Repayment of the eligible cost and the advance of \$38,000 will be in full in 2042 as shown on page 300 of the agenda packet. There should be sufficient revenues to cover administration and some additional public improvements.

The following table illustrates anticipated revenues and the uses of the funds in the proposed RAA:

Year	Estimated Revenues	Revenues From	Debt Service (OPA)	Administration (10% of revenues after 2027)	Repayment of \$30K Loan from RAA	Funding for Additional Public Projects
	RAA	Blacktail	80%			
2023	\$38,000			\$30,000		
2024	\$30,579			\$20,000		\$10,579
2025	\$1,152			\$6,000		\$1,152
2026	\$1,719			\$6,000		\$1,719
2027	\$172,704	\$170,423	\$136,339	\$6,000	\$15,000	\$15,365
2028	\$174,930	\$172,094	\$137,675	\$17,493	\$15,000	\$4,762
2029	\$177,166	\$173,780	\$139,024	\$17,717		\$20,425
2030	\$179,414	\$175,483	\$140,387	\$17,941		\$21,086
2031	\$181,673	\$177,203	\$141,762	\$18,167		\$21,743
2032	\$183,943	\$178,940	\$143,152	\$18,394		\$22,397
2033	\$186,225	\$180,693	\$144,555	\$18,623		\$23,048
2034	\$188,518	\$182,464	\$145,971	\$18,852		\$23,695
2035	\$190,824	\$184,252	\$147,402	\$19,082		\$24,340
2036	\$193,142	\$186,058	\$148,846	\$19,314		\$24,982
2037	\$195,473	\$187,881	\$150,305	\$19,547		\$25,621
2038	\$197,816	\$189,722	\$151,778	\$19,782		\$26,257
2039	\$200,712	\$191,582	\$153,265	\$20,071		\$27,376
2040	\$202,542	\$193,459	\$154,767	\$20,254		\$27,521
2041	\$204,925	\$195,355	\$156,284	\$20,493		\$28,148
2042	\$207,321	\$197,269	\$110,000	\$20,732		\$76,589
	\$3,108,778		\$2,301,511	\$354,462	\$30,000	\$426,804

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Slide 13 – Assumptions were made that the developer get \$38,000 to prepare the urban renewal area and revenue allocation area; an inter-district loan of \$30,000 to pay for administration in the beginning years of the District; repayment will be covered by OPA; 80% (not usual 75%) is paid to the developer on the OPA; 10% of the increment or less is budgeted to cover administrative expenses with one exception, the full 20% might be needed early on to repay the inter-district loan. The developer will be paid \$2.3 million to cover rock removal and public infrastructure expenses and a \$38,000 advance. Projections could be modified by changes in the economy, tax levy, timing, or changes in applicable Legislation.

Meghan Conrad presented:

Slide 14 – The Plan is in conformity with the City's Comprehensive Plan. The Comprehensive shows as urban core and zoned for higher density residential, so it has met those requirements.

Slide 15 – Limitation to Amendments. This is a post-2016 plan and subject to the requirements of Idaho Code 50-2903(A). If there is a plan amendment that is adopted, that could potentially trigger a base reset which would effectively eliminate the revenue stream. There are permissible modifications and exceptions.

Slide 16 – Today is the time set for the public hearing and consider ordinance readings. There are a number of post-adoption tasks, including publication, recordation of the ordinance, and another round of transmittals. They are well within the statutory timeline to have a base year of January 1, 2023.

Councilor Burtenshaw asked for clarification about page 305, as she understands that 80% will go to the developer, but the packet shows 85%. Magee stated that 85% goes to the developer under the 1% increase scenario and 80% to the developer under the 2% increase scenario. If Property values increase at 2% then it is an 80% scenario, if they increase at 1% then 85% will need to go to the developer.

Councilor Francis asked about the hard copy of the Ordinance that was only received tonight, and could they table this until they have a chance to read and digest the Ordinance, and set a date certain, as he is reluctant to vote until he has read the hard copy of the Ordinance. He could vote for passage of the summary, which would tell what direction they are headed.

Mayor Casper stated that another option is to recess for 15 minutes now.

Councilor Burtenshaw stated that page 7 was in the packet, the only thing that wasn't in the packet was the WHEREAS, so the summary section is the same, and the 1st page of the whereas is the history, they are looking at a few pages 3-6 to be read during a recess.

Councilor Francis agreed that a short break would be ok and vote tonight.

Mayor Casper asked if there is a time frame that is delicate for this item.

Brad Cramer stated that from the Agency's perspective it is ok, but developer financing and tax credit issues could be a problem. Brad Cramer would like the Council to review during a recess.

Blake Jumper (developer) stated that from a timing perspective this is the catalyst for making this project feasible and the financing is contingent on securing the approval. Jumper asked what the time frame would be for delay if the approval didn't occur tonight. Jumper stated that approval tonight would be beneficial.

Mayor Casper stated that if the Council did delay it would be April 13, 2023.

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Blake Jumper presented that he approached Cramer about the property about 1 year ago, and after some investigation, he loved the location close to downtown, but the problem was the basalt rock and a lot of topography. There was no way to make the project feasible without assistance. The Low-Income Housing Tax Credit Program is the type of financing he uses for affordable housing projects, and the only way to secure those funds is to have a local investment with TIF, Grants, or other modes of assistance. Jumper stated that the project is 156 total units. 153 are affordable units, rent, and income-restricted for households at or below 60% AMI. (Family of 4 in Bonneville County could earn no more than \$58,000-\$60,000 annually) the incomes are lower as you move through the threshold. Jumper thanked Cramer, Magee, and Conrad who have put effort into this project.

No one appeared in support or opposition.

Mayor Casper closed the public hearing.

Mayor Casper called a recess at 9:38 p.m.

Mayor Casper readjourned at 9:53

Councilor Burtenshaw thanked all those that participated as they do a large amount of work on behalf of the city, and she is grateful for their experience.

Councilor Francis likes that the affordable housing project is the key piece, as it makes a difference in the city. Mayor Casper stated that this is bounded in a way that enhances the neighborhood.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis to approve the Ordinance approving the Anderson Bush Urban Renewal District under suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary and give authorization for the Mayor and City Clerk to execute the necessary documents. The motion was carried by the following vote: Aye: Burtenshaw, Radford, Dingman, Francis. Nay: None.

At the request of Mayor Casper, the City Clerk read the ordinance by title only:

ORDINANCE NO. 3508

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, APPROVING THE URBAN RENEWAL PLAN FOR THE ANDERSON BUSH URBAN RENWAL PROJECT; WHICH PLAN INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THE ORIDNANCE AND OTHER REQUIRED INFORMATION TO THE COUNTY AND STATE OFFICIALS AND THE EFFECTED TAXING ENTITIES, PROVIDING SERVABILITY CODIFICATION AND PUBLICATION BY SUMMARY, PROVIDING FOR A WAIVER OF THE READING RULES AND PROVIDING AN EFFECTIVE DATE.

7) Resolution approving the Eligibility Report for the Stanley Boge Urban Renewal District.

Mayor Casper indicated that the Eligibility Report is in the packet, and the action item is to approve the Resolution.

Brad Cramer stated that this is an eligibility report for the proposed Stanley Boge District. Cramer indicated that per Idaho Code a study must be done to show that the area meets one of the 14 criteria outlined in the Code. Cramer stated that the developers looking to create this district want to do a project on the northeast portion of the site, they did look at a larger boundary knowing that some of the

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same issues that the developer is experiencing exist elsewhere in the development and it is not less of a process to look at one parcel versus many, so they are looking at a larger boundary.

Renee Magee thanked Brian Stevens and other City Staff for getting her the information she needed to compile the data. Magee presented:

Slide 1 – The purpose of the Eligibility Study is to determine if all or a portion of approximately 113 acres meets one or more of the criteria outlined in Idaho Statutes for an urban renewal area.

Slide 2 – Aerial with study area outlined in red. The west boundary is North Boulevard, and the north boundary is US 20 and Stanley Street. The eastern property lines of the lot line to the east of Boge Ave and its extension south are the eastern boundary. The Southern boundary is bordered by the Union Pacific Railroad and Anderson Street. This area is an industrial area.

Slide 3 – Summary of Statutory Criteria – the full list is found on pages 338 and 339. The criteria bolded are the ones that have been found to be applicable: inadequate street layout, faulty lot layout, unsafe conditions for pedestrians, outmoded street patterns, unsuitable topography, lack of correlation with streets in the municipality, conditions that retarded development; conditions which impair sound growth of a municipality.

Slide 4 – Executive Summary. The Executive Summary summarizes the findings in one page. 1) unsuitable topography and conditions that retard development with the underlayment of widespread basalt, which increases the cost of development; 2) North Boulevard is not up to City standards, and the area lacks curb, gutters, and sidewalk, and no stormwater retention system. In the south portion of the study area that was developed in the 50s and 60's there are private lots with no direct access to a public street, and until there is additional access to Boge there is an issue with emergency access; 3) unsafe conditions for pedestrians on North Boulevard 4) Some parcels are landlocked, parcels are too small for modern development unless combined.

Slide 5- Preliminary Geotechnical Investigation. (Lots 1-5 Block 1 Premier Business Park) Approximately 6.3 acres and the reddish-brown portion shows the basalt located at 0'-3' below the surface; the tan areas are 3'-6' below the surface. Slide 6 – Google Photo of North Boulevard showing no curb or sidewalk. Slide 7 – Aerial of the southern portion of the study area. The narrow blacklines show parcels with no internal public streets for approximately 30 acres and multiple parcels. Boge Ave is dedicated to Anderson Street, the parcel south of the southernmost curve of Boge Ave, and is privately owned.

Access to the parcels on the extreme southeastern portion (5 Parcels) is provided by a 25' wide parcel owned by Idaho Falls. One or more of the statutory criteria applies to this study area of 113 acres.

Magee stated that the Agency or City Council is not bound to create a District, this finding is only finding eligibility.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis to approve the Resolution Approving the Eligibility Report for the Stanley Boge Urban Renewal District and give authorization for the Mayor and City Clerk to execute the necessary documents. The motion was carried by the following vote: Aye: Dingman, Burtenshaw, Francis, Radford. Nay - None.

RESOLUTION NO. 2023 - 07

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, DETERMINING A CERTAIN AREA WITHIN THE CITY, ALSO REFERRED TO AS THE STANLEY BOGE AREA, TO BE A DETERIORATED AREA AND/OR A DETERIORATING AREA AS DEFINED BY IDAHO CODE



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680 Park Avenue
Idaho Falls, ID 83402

SECTIONS 50-2018(8), (9) AND 50-2903(8); DIRECTING THE URBAN RENEWAL AGENCY OF THE CITY OF IDAHO FALLS, ALSO KNOWN AS THE IDAHO FALLS REDEVELOPMENT AGENCY, TO COMMENCE THE PREPARATION OF AN URBAN RENEWAL PLAN SUBJECT TO CERTAIN CONDITIONS, WHICH PLAN MAY INCLUDE REVENUE ALLOCATION PROVISIONS FOR ALL OR PART OF THE AREA; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

D. City Attorney

1) 2023 Records Destruction Resolution

Michael Kirkham, Esq., appeared and presented: Every year they bring to the Council a list of records that have been designated for the Council's approval to destroy. Records that have no historical or business value to retain. With the Council's approval, staff will dispose of those records. Kirkham stated that they usually just shred the documents, although the police department might cremate some of their records.

It was moved by Councilor Radford, Seconded by Councilor Francis to approve the 2023 Records Destruction Resolution to Destroy Certain Temporary Records, Pursuant to Idaho Code 50-97. The motion was carried by the following vote: Aye: Francis, Dingman, Radford, Burtenshaw. Nay - None.

RESOLUTION NO. 2023-08

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE CLASSIFICATION AND DESTRUCTION OF CERTAIN TEMPORARY PUBLIC RECORDS UNDER IDAHO CODE § 50-907; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL AND PUBLICATION ACCORDING TO LAW.

4. Announcements

Mayor Casper stated that the Mayor Scholarship Fund Awards event is on April 4 at 7 p.m. 50+ will receive awards.

Easter on April 9.

Zoo cleanup has been rescheduled and community members can come and help when it is rescheduled.

Mayor Casper got a message tonight from an acquaintance of hers. They had a conversation with a service missionary, who is blind, and working in the community, and she expressed how grateful she is for the GIFT Transportation system in the city.

5. Adjournment.

There being no further business, the meeting adjourned at 10:12 PM.

s/ Corrin Wilde
Corrin Wilde, City Clerk

s/Rebecca L. Noah Casper
Rebecca L. Noah Casper, Mayor

File #: 24-390

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Friday, November 1, 2024
DEPARTMENT: Municipal Services

Subject

Additional Spending Authority for Professional Audit Services

Council Action Desired

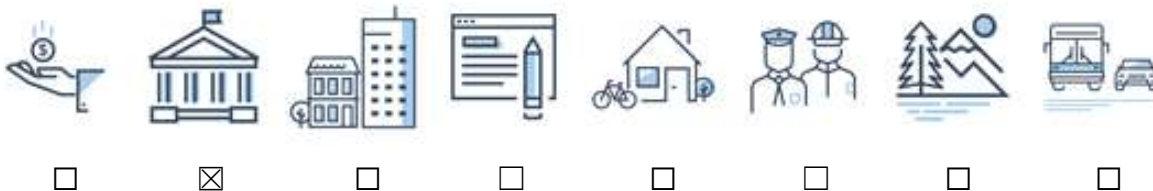
- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve additional spending authority for the professional audit services contract with Moss Adams, LLP, in the amount of \$36,000 and authorize the Mayor to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

On August 8, 2024, the City Council approved the professional audit services contract with Moss Adams for an estimated amount of \$155,000. This original contract amount included comprehensive audit services and the completion of one single audit for the Idaho Falls Regional Airport, FAA, AIP program. Following the contract approval, and after consultation with the Finance team and Moss Adams Audit team, it was determined three additional single audits would be required for the Transit GIFT Program, Fire Department SAFER grant, and American Rescue Plan Act (ARPA) grants funds. The single audits will provide required compliance audit documentation for these federally funded programs. The additional \$36,000 for the three additional single audits brings the total contract amount for Moss Adams to \$191,000.

Alignment with City & Department Planning Objectives



This request supports the good governance community-oriented result by fostering sound fiscal management and enables trust and transparency of public funds.

Interdepartmental Coordination

Review of the professional services contract and terms has been conducted with all necessary city departments to ensure coordination of audit activities.

Fiscal Impact

Sufficient funding for the contract amendment is included in the Municipal Services Department 2024/25 approved

budget.

Legal Review

The Legal Department concurs that the desired Council action is within State Statute.



MOSSADAMS

T (541) 686-1040
F (541) 686-9673

975 Oak Street
Suite 500
Eugene, OR 97401

September 17, 2024

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

Re: Audit Services

Dear Mayor Casper:

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

Scope of Services – Audit

You have requested that we audit the City's financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, as of September 30, 2024, and the changes in financial position, the budgetary comparisons for the general fund and major special revenue funds, and where applicable, cash flows and for the year then ended, and the related notes to the financial statements. We will also report on whether the schedule of expenditures of federal awards, schedule of passenger facility charges collected and expended, the combining and individual nonmajor fund financial statements, and other budgetary comparison schedules, presented as supplementary information, is fairly stated, in all material respects, in relation to the financial statements as a whole. We have not been engaged to report on whether the introductory or statistical information, presented as supplementary information, is fairly stated, in all material respects, in relation to the financial statements as a whole.

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



- 1) Management's discussion and analysis
- 2) Schedule of Employer's Share of Net Pension Liability (Asset)
- 3) Schedule of Employer's Contributions

Timing

Kevin Mullerleile is responsible for supervising the engagement and authorizing the signing of the report. We expect to begin our interim audit fieldwork on approximately December 2, 2024, complete final fieldwork on approximately January 31, 2025, and issue our report no later than March 31, 2025.

Our scheduling depends on your completion of the year-end closing and adjusting process by January 10, 2025 prior to our arrival to begin the final fieldwork. We may experience delays in completing our services due to your staff's unavailability or delays in your closing and adjusting process. You understand our fees are subject to adjustment if we experience these delays in completing our services.

Fees

Our fees for the services will be \$155,000, which includes auditing one major federal program. Our fees for each additional major federal program requiring audit will be \$12,000.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Honorable Mayor and Members of the City Council of the City. Prior to issuing the final written report, Moss Adams will provide a draft of all reports for City's Finance management's review.

We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. Our services will be concluded upon delivery to you of our report on your financial statements, single audit, final audit communications to those charged with governance for the year ended September 30, 2024.

We will make reference to the Idaho Falls Redevelopment Agency's auditor in our report on the City's financial statements.

We also will issue the following written reports upon completion of our audit:

- A report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*
- A report on compliance for each major program and on internal control over compliance required by Uniform Guidance



- A report on compliance for the passenger facility charge program and on internal control over compliance

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

Additional Obligations:

Moss Adams will provide City with periodic progress reports, and presentations to the City's Finance Committee upon request, prior to final presentation of audit opinion to City Council. Pam Alexander, Municipal Services Director, Mark Hagedorn, Finance Manager, and Brooks Slyter, Assistant Finance Manager, in Finance management shall be informed without undue delay of identified (i) significant deficiencies in internal controls, (ii) material weaknesses in internal controls, or (iii) findings of material noncompliance (whether related to laws and regulations or federal funds compliance). Moss Adams shall notify City's Finance Manager and Assistant Finance Manager immediately if any difficulties are encountered in completing the audit, if audit findings resulting in a modified report are discovered or if any circumstances require Moss Adams to incur any costs in addition to amount described in this Engagement Letter Above.

Upon request, Moss Adams will also participate in an exit conference upon completion of fieldwork with City staff to inform them of findings that Moss Adams is required to provide to City management in accordance with applicable professional standards. City may request and require Moss Adams to provide a formal presentation of the audit results to the City Council.

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



MOSSADAMS

Mayor Rebecca Casper
City of Idaho Falls, Idaho
September 17, 2024
Page 4 of 4

Very truly yours,

Kevin Mullerleile, Senior Manager, for
Moss Adams LLP

Enclosures

Accepted and Agreed:

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

Signature: _____

Print Name: Rebecca L. Noah Casper

Title: Mayor

Date: 09/26/24

Client: #603351
v. 6/13/2024

PROFESSIONAL SERVICES AGREEMENT

Single Audit Version (Uniform Guidance)

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

Objectives of the Audit

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our audit are also to obtain reasonable assurance about whether the City has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major federal program.

The objectives also include reporting on the following:

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

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

The objectives of our audit are also to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

The Auditor's Responsibility

We will conduct our audit in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the audit provisions of the OMB Uniform Guidance. As part of an audit conducted in accordance with U.S. GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control or to identify deficiencies in the design or operation of internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosure, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time

In accordance with the OMB Uniform Guidance we also:

- Determine major program(s)
- Identify and assess the risks of material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion on compliance with applicable federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major federal program.
- Obtain an understanding of internal control over compliance that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program in order to design audit procedures that are appropriate in the circumstances. We will perform tests of controls to evaluate the effectiveness of the design and operation of such controls, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance or to identify deficiencies in the design or operation of internal control over compliance. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control over compliance that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program that we have identified during the audit.

The supplementary information will be subject to certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves.

If our opinion on the financial statements or on compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion we may decline to express an opinion or to issue a report as a result of this engagement.

Procedures and Limitations

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

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

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

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

Procedures and Limitations—Internal Control

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with the provisions of laws, regulations, contract and grant agreements and other noncompliance matters that have a direct and material effect on the financial statements.

Our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the OMB Uniform Guidance.

Procedures and Limitations—Compliance

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

Our procedures will consist of the applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major federal programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major federal programs in our report on compliance issued pursuant to the OMB Uniform Guidance.

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

As a condition of our engagement, management acknowledges and understands that management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. We may advise management about appropriate accounting principles and their application and may assist in the preparation of your financial statements, including the schedule of expenditures of federal awards, but management remains responsible for the financial statements and the schedule of expenditures of federal awards. Management also acknowledges and understands that management is responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud. This responsibility includes the maintenance of adequate records, the selection and application of accounting principles, and the safeguarding of assets.

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

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

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

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

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

Management's Responsibility to Notify Us of Affiliates

Our professional standards require that we remain independent of the City as well as any "affiliate" of the City. Professional standards define an affiliate as follows:

- a fund, component unit, fiduciary activity or entity that the City is required to include or disclose, and is included or disclosed in its basic financial statements, in accordance with generally accepted accounting principles (U.S. GAAP);
- a fund, component unit, fiduciary activity or entity that the City is required to include or disclosed in its basic financial statements in accordance with U.S. GAAP, which is material to the City but which the City has elected to exclude, and for which the City has more than minimal influence over the entity's accounting or financial reporting process;
- an investment in an investee held by the City or an affiliate of the City, where the City or affiliate controls the investee, excluding equity interests in entities whose sole purpose is to directly enhance the City's ability to provide government services;
- an investment in an investee held by the City or an affiliate of the City, where the City or affiliate has significant influence over the investee and for which the investment is material to the City's financial statements, excluding equity interests in entities whose sole purpose is to directly enhance the City's ability to provide government services

In order to fulfill our mutual responsibility to maintain auditor independence, you agree to notify Moss Adams of any known affiliate relationships, to the best of your knowledge and belief. Additionally, you agree to inform Moss Adams of any known services provided or relationships between affiliates of the City and Moss Adams or any of its employees or personnel.

Management's Responsibility for Supplementary Information

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

Other Information Included in an Annual Report

When financial or nonfinancial information, other than financial statements and the auditor's report thereon, is included in an entity's annual report, management is responsible for that other information. Management is also responsible for providing the document(s) that comprise the annual report to us as soon as it is available.

Our opinion on the financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon. Our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the audited financial statements. If we identify that a material inconsistency or misstatement of the other information exists, we will discuss it with you; if it is not resolved U.S. GAAS requires us to take appropriate action.

Key Audit Matters

U.S. GAAS does not require the communication of key audit matters in the audit report unless engaged to do so. You have not engaged us to report on key audit matters, and the Agreement does not contemplate Moss Adams providing any such services. You agree we are under no obligation to communicate key audit matters in the auditor's report.

If you request to engage Moss Adams to communicate key audit matters in the auditor's report, before accepting the engagement we would discuss with you the additional fees to provide any such services, and the impact to the timeline for completing the audit.

Dissemination of Financial Statements and Reports

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

Offering of Securities

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

Changes in Professional or Accounting Standards

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

Representations of Management

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

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

Fees and Expenses

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

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

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

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

Limitation on Liability

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

Subpoena or Other Release of Documents

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

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

Document Retention Policy

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

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

Use of Electronic Communication

In the interest of facilitating our services to you, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential. We employ measures in the use of electronic communications designed to provide reasonable assurance that data security is maintained. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept we have no control over the unauthorized interception of these communications once they have been sent. Unless you issue specific instructions to do otherwise, we will assume you consent to our use of electronic communications to your representatives and other use of these electronic devices during the term of this Agreement as we deem appropriate.

Enforceability

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

Entire Agreement

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

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

Use of Moss Adams' Name

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

Use of Nonlicensed Personnel

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

Use of Subcontractor and Affiliate

We may retain subcontractors and/or our affiliate, Moss Adams (India) LLP, to assist us in providing our services to you. These entities may collect, use, transfer, store, or otherwise process information provided by you or on your behalf ("Client information") in the domestic and foreign jurisdictions in which they operate. All of these entities are required to protect the confidentiality of any Client information to which they have access in the course of their work. We will be responsible for their performance in accordance with the terms of this Agreement.

Dispute Resolution Procedure, Venue

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

Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the United States District Court, District of Idaho located in Boise, Idaho, and the Seventh Judicial District Court of the State of Idaho, in and for Bonneville County, in connection with any dispute hereunder or the enforcement of any right or obligation hereunder.

Termination

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

Hiring of Employees

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

Non-Discrimination.

Moss Adams 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, or national origin.

Anti-Boycott Against Israel Act.

Pursuant to Idaho Code section 67-2346, if payments under this Agreement exceed one hundred thousand dollars (\$100,000) and Moss Adams employs ten (10) or more persons, Moss Adams certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code section 67-2346 shall have the meaning defined therein.

Certification of No Chinese Ownership.

Pursuant to Idaho Code § 67-2359, Moss Adams certifies that Moss Adams is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this Agreement, be owned or operated by the government of the People's Republic of China.

Memorandum

File #: 24-386

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, October 30, 2024
DEPARTMENT: Public Works

Subject

State Local Agreement and Resolution with the Idaho Transportation Department (ITD) for the Anderson Street Railroad Crossing

Council Action Desired

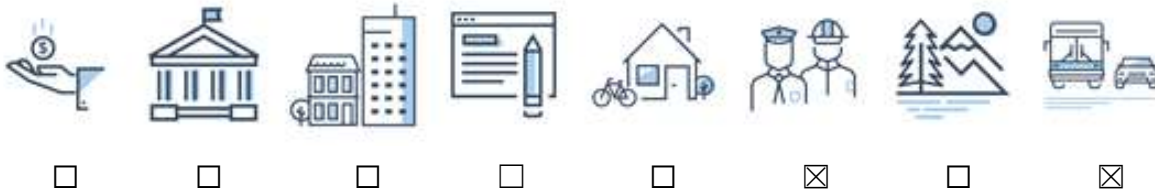
☐ Ordinance ☒ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the State Local Agreement and Resolution with the Idaho Department of Transportation (ITD) for the Anderson Street Railroad Crossing and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached for your consideration is a State Local Agreement for construction and a Resolution with ITD for the Anderson Street Railroad Crossing. The proposed project involves constructing necessary appurtenances to support new railroad safety equipment to be installed by the Union Pacific Railroad.

Alignment with City & Department Planning Objectives



This agreement supports the community-oriented results of safe and secure community and reliable public infrastructure and transportation by investing in safety upgrades at this existing railroad crossing.

Interdepartmental Coordination

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

Fiscal Impact

Total Federal funding available for this project is \$300,000.00. The city has no financial match required to utilize these funds and will be reimbursed for the cost of construction.

Legal Review

The Agreement has been reviewed by the City Attorney.

2-38-18-3-STR-2018-36
2024-054

STATE/LOCAL RAILROAD CROSSING AGREEMENT
PROJECT NO. A020(132)
NHS-7046, E ANDERSON ST, UPRR RRX 811672V, IDAHO FALLS
KEY NO. 20132
USDOT NO. 811672V

PARTIES

THIS AGREEMENT is made and entered into this ___ day of _____, _____, by and between the **IDAHO TRANSPORTATION BOARD**, by and through the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF IDAHO FALLS**, hereafter called the City.

PURPOSE

The State has entered into a Supplemental Agreement, No. 10040 dated the 20th day of September 2022, with the Union Pacific Railroad Company, hereafter referred to as the "Railroad". This Supplemental Agreement covers the installation of new Type 1 Signals on both sides of the roadway and in the medians, each side of the crossing, within the Railroad Right of Way. The agreement is a supplement to the Master Agreement between the Railroad and the State, Idaho Transportation Department Agreement No. 9266, dated June 29, 2017. Copies of both the Master agreement and the Supplemental Agreement are attached for reference and entitled Exhibit "A".

In order for the complete installation of all the improvements depicted on the Roadway Plans developed by the City, the City is to construct Curb, Median Islands, Curb & Gutter, Sidewalk and Pavement Markings for the complete installation of the improvements in association with the work by the Railroad. All these items fall within the City Right of Way and therefore will be the responsibility of the City to construct and maintain. Said improvements will be made in general accordance with the attached plans entitled Exhibit "B".

The purpose of this Agreement is to set out the responsibilities of the parties for installation, ownership, operation, and maintenance.

The City, by authority of Title 50, Idaho Code, may adopt and enforce traffic control ordinances within its corporate limits in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the State.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. That the State will:

1. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs for the overall project. Project cost increases shall be

approved by all the parties to this agreement in writing, in advance to the costs being incurred.

2. Pay reimbursement to the City for eligible invoiced costs up to \$300,000.00 for the project. This will include the purchase of materials, equipment and the construction costs required for the complete project as noted in Section II, Item 1. No reimbursement will be made for project design costs.
3. Agree to allow the City to use their project procurement process for obtaining a qualified contractor to construct the project.
4. Review and Approve the City's bid documents prior to the City advertising for construction bidding. Work with the City to verify that required federal specifications are included in the City's bidding documents.
5. Subject to the limitations hereinafter set forth, State shall indemnify, defend and save harmless City from and against any and all demand, claims or liabilities caused by or arising out of any negligent acts by the State or State's officers, agents and employees while acting within the course and scope of their employment, which arise from this project. Any such indemnification hereunder by State is subject to the limitations of the Idaho Tort Claims Act (currently codified at Chapter 9, Title 6, Idaho Code). Such indemnification hereunder by State shall in no event cause the liability of State for any such negligent act to exceed the liability limits set forth in the Idaho Tort Claims Act. Such indemnification shall in no event exceed the amount of loss, damages, expenses or attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses or attorney fees attributed to the negligence of City.

SECTION II. That the City will:

1. Erect/install/construct improvements in accordance with those depicted on the attached plans entitled Exhibit "B", including signs that are in conformance with the Manual of Uniform Traffic Control Devices for Streets and Highways, as adopted by the State, with the exception of those improvements to be installed by Railroad under separate agreement.
2. Maintain ownership of all improvements to be constructed and/or installed in accordance with Exhibit "B" and pay any costs thereof required to maintain the improvements in continuous service, with the exception of those improvements to be installed and maintained by Railroad under separate agreement. Maintenance and Operation will further be as identified within the Idaho Transportation Department/Union Pacific Railroad Master Agreement No. 9266 Section 7, Maintenance and Operation of Traffic Control Devices, Section 8, Moving and Relocation and Section 9, Maintenance and Operation of Crossing Surface Improvements. .
3. Comply with all pertinent sections of the CITY OF IDAHO FALLS, Standard Drawings and Specifications and the current City of Idaho Falls Idaho Standards for Public Works Construction (ISPMC) Supplement in accomplishing all improvements as depicted on Exhibit "B", with the exception of those improvements to be installed by Railroad under separate

agreement.

4. Be responsible for complete payment of all project costs related to the construction/installation of the work referenced in Section II, Item 1, which will include all materials, equipment, construction, and inspection work. The City is to submit reimbursement requests for eligible costs per Section I, Item 2 of this agreement.
5. Once the project construction is complete, provide a final acceptance letter identifying that the City has inspected the incorporated materials and work, and that it meets the City's acceptance requirements.
6. Indemnify, save harmless and defend regardless of outcome the State from expenses of and against suits, actions, claims, or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the City in the construction and maintenance of the improvements identified in Exhibit "B".

SECTION III.

1. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed to bind or obligate the State beyond the term of any appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.
2. All improvements contemplated by this agreement shall not be altered or abandoned without the prior concurrence of all parties.
3. This Agreement shall become effective on the date the agreement is signed and shall remain in full force and affect until amended or replaced upon the mutual consent of the City and the State.

EXECUTION

This Agreement is executed for the State by its District 6 Engineer, and executed for the City by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Idaho Falls, Idaho.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:

Jason Minzghor, P.E.
District 6 Engineer

APPROVED AS TO FORM:

RECOMMENDED:

Karen Hiatt, P.E.
District 6 Engineering Manager

ATTEST:

CITY OF IDAHO FALLS, IDAHO

City Clerk

Mayor

(Seal)

By regular/special meeting
on _____

cs:20132

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF IDAHO FALLS**, hereafter called the **CITY**, for construction of A020(132) E Anderson St, UPRR RRX 811672V; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A020(132) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Idaho Falls, held on _____, _____.

(Seal)

City Clerk

EXHIBIT A

00-026-RR

ITD/UPRR Master Agreement

At-Grade Crossings - Statewide

June 29, 2017

MASTER AGREEMENT

THIS MASTER AGREEMENT ("Agreement"), made and entered into this 29th day of June, 2017 (the "Effective Date"), by and between the **IDAHO TRANSPORTATION DEPARTMENT** ("ITD") and **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad").

RECITALS:

WHEREAS, ITD, with the aid of railroad safety funds supplied by the Federal and/or State Governments, desires to provide for the improvement, installation, maintenance, and operation of active or passive grade crossing traffic control devices of various descriptions, including protective guardrails, impact attenuators, bells, gates, flashing lights (hereinafter called "Traffic Control Devices"), grade crossing surface improvements, illumination, pavement markings, advance warning signs, interim traffic control measures, or any combination thereof, at public highway and street grade crossings over the Railroad's track or tracks at various locations in the State of Idaho. This includes all track or tracks owned and operated by Railroad or operating under a lease by a third-party company.

In order to expedite the processing of applications for the installation or improvement of said facilities and the preparation of agreements therefore as required, it is the desire of the parties hereto to enter into a Master Agreement setting out the general terms and conditions under which said facilities shall be provided, with the understanding that supplements to this agreement will be issued covering specific individual projects.

AGREEMENT

IT IS AGREED, by and between the parties hereto, as follows:

1. **SUPERSEDES PREVIOUS MASTER AGREEMENTS, FORM OF SUPPLEMENTAL:**

It is understood and agreed by the parties hereto that this agreement will supersede the two Master Agreements covering Grade Crossing Traffic Control Devices and/or Grade Crossing Surface Improvements in Idaho both agreements dated July 15, 1996, ITD Agreement No. 2759, Register No. 49-97-02 and ITD Agreement No. 2760, Register No. 49-97-03, Railroad L.D. No. and supplements thereto.

The parties incorporate by reference 23 CFR 140, subpart I and 23 CFR 646, subpart B.

The parties agree to revisit this Agreement every five years.

The form of the Supplemental to be prepared by ITD and submitted to Railroad for each specific individual project shall be in the form of marked as Exhibit A, attached hereto and incorporated by reference.

2. **RAILROAD COMPANY TO MAKE INSTALLATIONS:**

The Railroad shall, at the expense of ITD, furnish all necessary labor, material, flagmen and equipment and shall install Traffic Control Devices and/or surface improvements of the type and at the

locations on the **Railroad's** right-of-way described in future supplements hereto, subject to the terms and conditions hereinafter set forth.

The **Railroad** shall also furnish at the expense of **ITD**, such detailed plans, specifications, lists of material and estimates of cost which may be required in addition to those prepared by **ITD**. Said plans, specifications, lists and estimates shall become, by reference, a part of each supplement that may be issued hereunder.

The position of the Traffic Control Devices, advance warning signs, protective guardrails and the location, width of grade crossing materials, and the adjustment of tracks, warning signs and other appurtenances at any particular crossing shall be established jointly by representatives of **ITD** and the **Railroad** in accordance with the "Manual of Uniform Traffic Control Devices" (hereinafter "MUTCD") as adopted by the State of Idaho. The **Railroad** will not begin installation of the Traffic Control Devices or surface improvements until authorization is received from **ITD**.

3. PRIOR NOTIFICATION OF WORK:

On all projects, when applicable, where work is performed on an actual cost basis:

A. The **Railroad** will provide forty-eight (48) hour notice, exclusive of weekends and holidays, to **ITD's** office before performing any work covered by this agreement and any supplements hereof. If the **Railroad** experiences emergency work of its own which interrupts work on the project, it will resolve said emergency and notify **ITD** when work will be resumed on the project. Failure of the **Railroad** to give proper notification to **ITD** will result in **ITD's** disallowance of reimbursement for that portion of the **Railroad's** unsupervised work.

B. Before commencing any construction or other substantial work contemplated by this agreement, **ITD** shall notify the **Railroad** of the time when such work may commence. Notice shall be given not less than forty-eight (48) hours, exclusive of weekends and holidays, prior to the time work is to commence. **ITD** shall cooperate with the **Railroad** in every reasonable way for the adequate protection of the **Railroad's** facilities and operations during progress of the work.

4. MATERIALS USED IN TRAFFIC CONTROL DEVICES AND SURFACE IMPROVEMENTS:

All materials used for Traffic Control Devices and surface improvements shall be purchased by the **Railroad** or furnished by the **Railroad** from its company stock in accordance with the provisions of 23 CFR 140.908, Materials and Supplies and any amendments thereto which are in effect at the time of the execution of each supplement hereto.

Railroad acknowledges that this Agreement covers federal-aid projects. All portions of the projects whether performed by **ITD** or **Railroad** shall be performed in compliance with 23 CFR 635.410 and 23 USC 313 as amended by Section 1518 of P.L. 112-141, Buy America Requirements.

5. STATE TO REIMBURSE RAILROAD COMPANY:

For work performed by the **Railroad** on a reimbursement for Actual Cost basis, **ITD** will pay the **Railroad** as follows:

A. **ITD** shall pay to the **Railroad**, within forty-five (45) days (one hundred twenty (120) days for final billing) from receipt of the invoice the actual cost incurred by the **Railroad** in

carrying out the work to be performed by the **Railroad** under the provisions of this Agreement and each supplement hereto. The invoice shall be prepared in conformity with 23 CFR 140.922. Said invoice shall be submitted by the **Railroad** within ninety (90) days after the completion of the work performed by the **Railroad**. The **Railroad** shall send the invoices to the ITD District Office as noted on the project specific Supplemental Agreement. All final bills rendered by the **Railroad** and paid by ITD will be subject to audit and approval by the Federal Highway Administration. Progress payments shall be made to **Railroad** on bills rendered by the **Railroad** during the progress of the work. All bills shall be reviewed by ITD for verification of the work performed. Any work performed without proper notification to ITD and for which Federal Funding is denied as a direct result of failure to provide prior notification shall be cited to the **Railroad** and deducted from reimbursement.

B. Reimbursements will be made only for items fully complying with the requirements of 23 CFR 646 subpart B and 23 CFR 140 subpart I and any amendments thereto which are in effect at the time of the execution of each supplement hereto. Rental rates for any items of equipment necessary to the job and not included in the standard rates bulletin will be established with advance approval by the parties.

C. Reference to the Federal-Aid Grade Crossing Project Number will be indicated on all bills, correspondence and records pertaining to the project.

6. WORK PERFORMED BY ITD, OR ITS CONTRACTOR, ON RIGHT-OF-WAY:

Upon completion of the Traffic Control Device installation at any particular grade crossing, ITD will return **Railroad** right-of-way to as-good or better condition prior to commencement of work it has agreed to perform.

7. MAINTENANCE AND OPERATION OF TRAFFIC CONTROL DEVICES:

Upon completion of the Traffic Control Device installation at any particular grade crossing, the **Railroad**, at its own expense (except as herein or in any future supplement otherwise provided), shall thereafter operate and maintain said Traffic Control Devices in proper working condition; PROVIDED, HOWEVER, that this provision shall not negate the **Railroad's** eligibility for any further federal, state or local or other public funds that may become available for the maintenance of said devices.

If said Traffic Control Devices or their appurtenances installed under any supplement to this agreement are damaged, and if after a diligent effort by the **Railroad**, documented in writing, the item for damages proves uncollectible from the person or persons responsible for such damage, or in the event the **Railroad** and ITD agree that said Traffic Control Devices, because of age, cannot be maintained or by virtue of their obsolescence require replacement, then in either event the apportionment of the cost to repair or replace the Traffic Control Devices shall be negotiated between the **Railroad** and the authority having jurisdiction of the highway right-of-way.

ITD will not assume any liability for further damage or participate in any flagging or other costs on account of the Traffic Control Devices being inoperative due to damage or replacement. If the damage to said Traffic Control Devices is caused by highway traffic ITD will cooperate with the **Railroad** in determining the location and identification of the parties responsible for such damage to the extent of making accident records available to the **Railroad**.

8. MOVING AND RELOCATION:

If for public or **Railroad** convenience, the rearrangement of any Traffic Control Device is necessitated on account of improvements for either railroad, highway, or both, and before rearrangement of said Traffic Control Device is undertaken, the appointment of the expense thereto shall be determined by agreement.

9. MAINTENANCE AND OPERATION OF CROSSING SURFACE IMPROVEMENTS:

Upon completion of a project, **Railroad** hereby assumes all responsibility for the railroad work it has agreed to perform. The **Railroad** will remain the owner of the facilities constructed by the **Railroad** under this Agreement, and will thereafter, at no cost to **ITD** or jurisdictional authority, maintain the crossing material within the railroad right-of-way and two feet beyond each outside rail for crossings without concrete crossing panels or edge of concrete crossing panel. **Railroad** will not be responsible for maintenance of **ITD's** or jurisdictional authority's facilities including, without limitation, the portions of the road crossing that are located beyond the area described above.

10. DRAINAGE:

If roadway approach paving work is included as part of the railroad crossing project, **ITD** will, at its expense, design and install adequate facilities for draining the highway and its appurtenances, and shall not obstruct or interfere with existing drainage facilities or suffer or permit drainage water to flow or collect upon property of the **Railroad** because of any facilities or work of **ITD**, and shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the **Railroad's** culvert and drainage facilities), so that water may not be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the **Railroad** or any part thereof, or the property of others.

11. INTERFERENCE WITH RAILROAD COMPANY OPERATIONS:

All work of **ITD** contemplated by this agreement, including any work of maintenance of the highway facilities or appurtenances constructed on the **Railroad's** property shall be performed and accomplished without interruption to or delay operations of the **Railroad** or of others lawfully occupying or using the property or facilities.

ITD shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the **Railroad's** tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof.

12. INSTALLATION AND MAINTENANCE OF SIGNS, GUARDRAIL, PAVEMENT MARKINGS AND APPROACH PAVING:

Installation and maintenance of any advance warning signs, protective guardrails, pavement markings and approach paving that may be required in any particular project shall be performed by and at the expense of **ITD** or the local authority having jurisdiction over the highway right-of-way.

13. CESSATION OF OPERATION:

If the Traffic Control Devices and surface improvements at any crossing, the subject of this agreement or any future supplement hereto, are rendered unnecessary or undesirable, or improper by closing said crossing, by relocation, by separation of grades, or improvements in crossing protection, the **Railroad** shall be released from further maintenance and obligation in connection therewith.

In the event of cessation of operation of any Traffic Control Devices under the above conditions, the salvable items shall be disposed of by agreement of the parties hereto prior to said cessation of

operation. ITD and/or the Federal Highway Administration shall have the right to inspect salvageable material prior to its disposal.

14. EACH PARTY RESPONSIBLE FOR ITS OWN ACTIONS:

The **Railroad** and **ITD** each hereby assume all responsibility for the construction and maintenance work it has agreed to perform.

ITD agrees that all employees and contractors performing work in **Railroad** right-of-way take contractor orientation safety training (<http://contractororientation.com/>) prior to performing any work in **Railroad** right-of-way.

15. COMPLIANCE WITH FEDERAL-AID HIGHWAY PROGRAM:

Installation of Traffic Control Devices or surface improvements as contemplated hereunder and Federal participation in the cost thereof shall be in accordance with the provisions of 23 CFR 646, 23 CFR 140 subpart I, and the Federal Aid Program Guide NS 23 CFR 646B issued by the Federal Highway Administration, and any supplements or amendments thereto which are in effect at the time of the execution of each supplement hereto, which are incorporated herein by this reference.

In accordance with the provisions of 23 CFR 646.210(b), the **Railroad** will receive no ascertainable benefit from the installation of the Traffic Control Devices or surface improvements and consequently no contribution from the **Railroad** will be required toward the cost thereof except as otherwise specifically provided in this Agreement, and any supplement hereto.

If the work by the **Railroad** under this agreement at any particular crossing is performed by other than **Railroad** forces or equipment, the provisions of the Civil Rights Act of 1964, contained in attached Appendix A, will apply and become a part of the supplement for that particular project.

16. EXTRA WORK:

In the event there are changes in the scope of the work, extra work, or changes in the planned work covered by this agreement, reimbursement therefore shall be limited to costs covered by a modification to this agreement approved in writing by **ITD** prior to the start of work on the changes or additions.

17. INSURANCE, ITD PERFORMED WORK:

On any railroad safety improvement project where **ITD** will be performing any Work on **Railroad's** property with its own contractors, **ITD** will require its contractor to enter into a Contractor's Right of Entry Agreement.

AT NO TIME SHALL EITHER PERSONNEL OR EQUIPMENT BE ON RAILROAD PROPERTY OUTSIDE OF PUBLIC RIGHT-OF-WAY, OR BE CLOSER THAN TWENTY FIVE (25) FEET TO THE RAILROAD'S TRACK WITHOUT THE PRESENCE OF A RAILROAD FLAGMAN.

18. PROTECTION OF FIBER OPTIC CABLE SYSTEMS:

Fiber optic cable systems may be buried on the **Railroad's** property. **ITD** or its contractors shall telephone the **Railroad** at 1-800-336-9193 (a 24-hour number, 7-day number for emergency calls), to determine if fiber optic cable is buried anywhere on the **Railroad's** premises to be used by **ITD**. If it is, **ITD** will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make

arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

19. INDEMNITY:

A. In addition to the liability terms elsewhere in this Agreement, ITD shall indemnify, defend and hold Railroad harmless against and from all third party costs, liability, and expenses whatsoever (including, without limitation, attorney fees, court costs, and expenses) arising out of any act or omission of ITD, its contractor as defined in the Contractors' Right of Entry (hereinafter "Contractor"), agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property; (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its Contractor, agents and/or employees, on Railroad's property. ITD shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunications company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property. ITD's obligation to indemnify the Railroad shall be subject to any and all applicable statutes, including but not limited to Article VII, sec. 11 of the Idaho Constitution, the Idaho torts claim act, and Sections 59-1015 and 59-1016 Idaho Code. Nothing in this Agreement shall be construed to waive any provision of Article VII, sec. 11 of the Idaho Constitution, the Idaho torts claim act, and Sections 59-1015 and 59-1016 Idaho Code.

B. As used in this Section, "Railroad" includes other railroad companies using Railroad's property at or near the location of the work site and their officers, agents and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs and expenses of whatsoever nature, including court costs and attorney's fees, which may result from: (i) injury to or death of persons whomsoever (including Railroad's officers, agents and employees, ITD's officers, agents and employees, as well as any other person) and (ii) damage to or loss or destruction of property whatsoever (including ITD's property, damage to the roadbed, tracks, equipment, or other property of Railroad, or property in its care or custody).

C. As a major inducement and in consideration of the permission herein granted, ITD agrees to indemnify and hold harmless Railroad from any Loss which is due to or arises from the work performed under this Agreement, a breach of the Agreement or the failure to observe the health and safety provisions herein, or any activity or omission arising out of performance or nonperformance of this Agreement by ITD, its employees or agents; however, that ITD shall not be responsible to indemnify Railroad for Loss caused by the sole direct negligence of the Railroad. ITD's obligation to indemnify the Railroad shall be limited by Article VII, sec. 11 of the Idaho Constitution, the Idaho torts claim act, and Sections 59-1015 and 59-1016 Idaho Code. The provisions of this paragraph are not intended to create any additional rights to third parties.

20. ASSIGNMENT:

ITD shall not assign this agreement or any supplement without the prior written consent of the Railroad, which approval shall not be unreasonably withheld.

21. SUCCESSOR AND ASSIGNS:

Subject to the preceding section, all the covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the duly authorized officers as of the day and year first above written.

SIGNATURES:

IDAHO TRANSPORTATION DEPARTMENT

By: [Signature]

Title: Director
[Signature]

Date: 6/29/17

UNION PACIFIC RAILROAD COMPANY

By: [Signature]

Kevin D. Hicks - AVP Engineering

Date: 6/15/17

10-121-RR

AAR/DOTs: 811672V

E. Anderson St, Idaho Falls

Montana Subdivision, RR MP 185.95

UPRR

Sept 20, 2022

Key#: 20132, Project#: A020(132)

UPRR REMS
Project 584915

Key No. 20132
Project No. A020(132); Bonneville County
Project Name: E. Anderson St, Idaho Falls
UNION PACIFIC RAILROAD COMPANY
Milepost and Subdivision: 185.95, Montana
USDOT No. 811672V
CID No. _____ PIN _____

UNION PACIFIC RAILROAD COMPANY

SUPPLEMENTAL AGREEMENT

Contract to Master Agreement ITD #9266, dated June 29, 2017

ITD Agreement No. 10040

THIS CONTRACT, made and entered into this 20 day of September, 20 22 by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereinafter referred to as "**ITD**" and the **UNION PACIFIC RAILROAD COMPANY**, a Registered Corporation in the State of Delaware (hereinafter referred to as the "**Railroad.**")

The parties hereto entered into a **MASTER AGREEMENT** dated June 29, 2017, **ITD** Agreement No. 9266. All the terms of said **MASTER AGREEMENT** remain in full force and effect unless otherwise specified herein.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. The **Railroad** will perform the following described work in accordance with the terms and conditions of the **MASTER AGREEMENT**.

USDOT NO.: 811672V, RRMP: 185.95, Subdivision: Montana

UPRR required improvements include:

- Install gates as noted on the Exhibit A, attached.
 - Install flashing lights as noted on the Exhibit A, attached
2. Prior to proceeding with the work covered herein, the **Railroad** is required to contact Curtis Calderwood, PE, Project Manager; 208-745-5637, Curtis.Calderwood@itd.idaho.gov, to arrange for daily record keeping.
 3. All billings are to be submitted to the **State's** contact person of:
Curtis Calderwood, Staff Engineer
Idaho Transportation Department District 6
P.O. Box 97
Rigby, ID 83442-0097
Phone: 208-745-5637

4. The estimated cost of the work covered by this contract for crossings USDOT No. 811672V is shown in an estimate prepared by the **Railroad** in the amount of \$547,448.00, details of which are marked **EXHIBIT A**, attached hereto and thereby made a part of hereof.

TOTAL ESTIMATED REIMBURSEMENT TO THE RAILROAD IS \$547,448.00

Note: the above is an estimate only. Final payment to the **Railroad** will be based on actual costs incurred as determined upon completion of construction.

5. Upon signature and return of this **Supplemental Agreement** to **ITD**, the **Railroad** is authorized to proceed with the work covered herein.

IN WITNESS HEREOF, the parties hereto have caused these presents to be executed by their duty authorized officers as of the day and year first above written.

RECOMMENDED FOR APPROVAL:

IDAHO TRANSPORTATION DEPARTMENT

By: 

Title: Staff Engineer

Approved by:

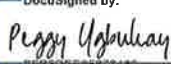
ITD DISTRICT ENGINEER


Title: District 6 Engineer

Date: 9-20-22

UNION PACIFIC RAILROAD COMPANY

A Corporation of the State of Delaware

By: 
Peggy Ygbuhay

Title: Manager I, Engineering - Public Projects

Date: 9/19/2022

EXHIBIT A

**ESTIMATE OF FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD COMPANY**

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes railroad flagging services, project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE:9/13/2022**LOCATION:**Idaho FallsDOT: 811672V**SUBDIVISION**Montana**STATE:**ID

DESCRIPTION	LABOR	MATERIAL	UP %0	Agency % 100	TOTAL
ENGINEERING					
Project Management	\$ 2,500	\$ -	\$ -	\$ 2,500.00	\$ 2,500
Construction Submittals		\$ -	\$ -		
Construction Management	\$ 3,500	\$ -	\$ -	\$ 3,500.00	\$ 3,500
Final Inspection	\$ 4,000	\$ -	\$ -	\$ 4,000.00	\$ 4,000
FLAGGING / INSPECTION SERVICES					
RATE (per day)					
Estimated # Days of Flagging	\$ -	\$ -	\$ -	\$ -	\$0
TOTAL PROJECT:	\$ 10,000	\$ -	\$ -	\$ 10,000.00	\$10,000

TOTAL ESTIMATED COST:**\$10,000**

**THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION.
IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF
MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL
COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.**

Flagging may be performed by a third-party contractor. Any flagging performed by a third-party contractor will be billed at said third-party contractor rate not included in the above estimate. Alternatively, the Agency may enter into a separate agreement with third-party contractor and will be responsible for all actual costs incurred.

EXHIBIT B

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	ROADWAY SUMMARY
3	DETAILS/GENERAL NOTES
4	TRAFFIC ISLAND INFORMATION
5-6	CONSTRUCTION PLAN
7-8	TRAFFIC CONTROL

IDAHO

TRANSPORTATION DEPARTMENT

PLAN AND PROFILE OF PROPOSED

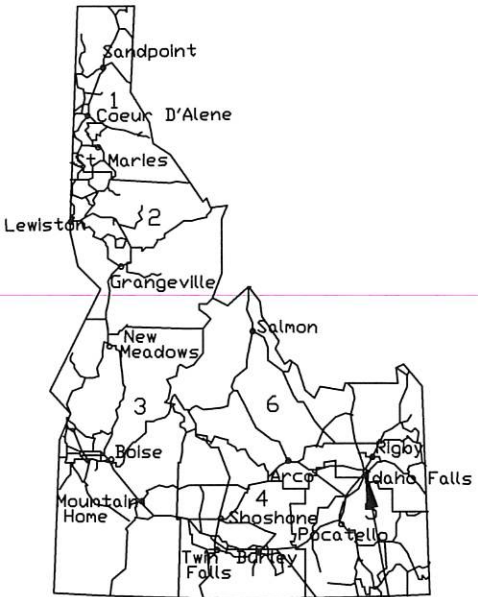
EAST ANDERSON ST RAILROAD CROSSING IMPROVEMENTS

FEDERAL AID PROJECT NO. A020(132)

KEY NO. 20132

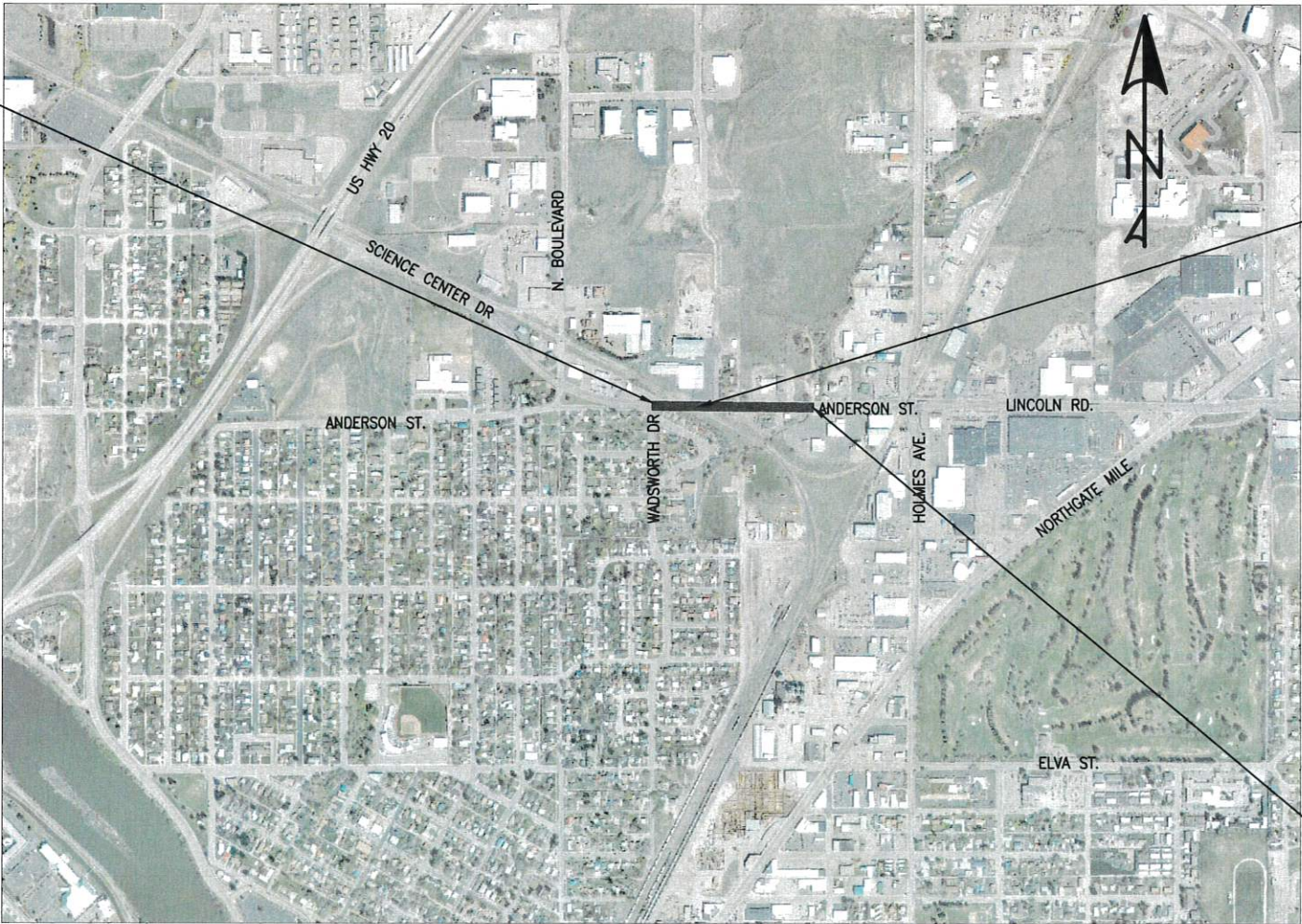
IDAHO FALLS

November 2024



A020(132)
E ANDERSON ST RAILROAD
CROSSING IMPROVEMENTS,
IDAHO FALLS

E ANDERSON ST M.P.
0.878

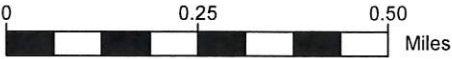


M.P. 0.944

M.P. 1.079

VICINITY MAP SCALE

POPULATIONS: 2000 U.S. CENSUS



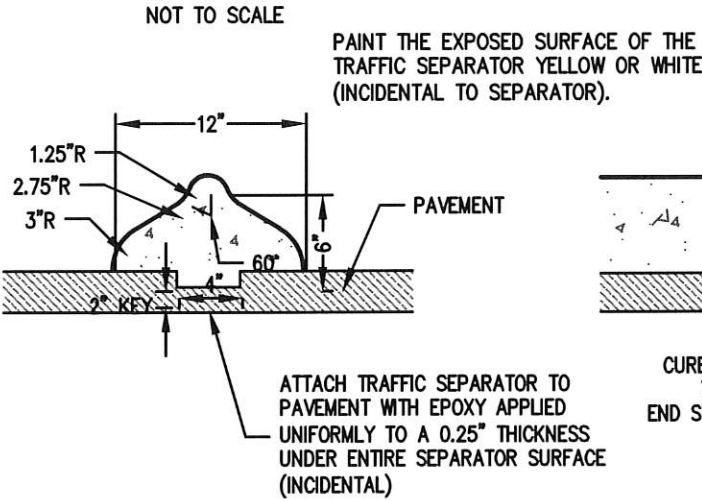
REVISIONS				DESIGNED CW	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY	IDAHO TRANSPORTATION DEPARTMENT 	PROJECT NO.	TITLE SHEET	<i>English</i>	Approved for Advertising
NO.	DATE	BY	DESCRIPTION	DESIGN CHECKED CC	CADD FILE NAME Titlepage		A020(132)	E ANDERSON ST RAILROAD CROSSING IMPROVEMENTS	COUNTY BONNEVILLE	
				DETAILED CW					KEY NUMBER 20132	
				DRAWING CHECKED CC	DRAWING DATE: NOVEMBER 2024				CITY OF IDAHO FALLS	

SHEET NUMBER				PL-5	PL-6	PL-7 & 8
ITEM NO.	ITEM	UNIT	TOTAL			
203-060A	REMOVAL OF CONC SIDEWALK	SY	24	18	6	
203-130B	REMOVAL OF PAV MARKINGS	SF	119	102	17	
614-015A	SIDEWALK	SY	24	18	6	
615-651A	TRAFFIC SEPARATOR TYPE 1	FT	178	133	45	
615-652A	TRAFFIC SEPARATOR TYPE 2	FT	303	303		
626-010A	TEMPORARY TRAFFIC CONTROL SIGNS (RENT)	SF	106			106
626-105A	TEMPORARY TRAF CNTL MAINTENANCE	MNHR	100			100
626-135A	WEIGHTED BASE TUBULAR MARKERS	EACH	50			50
630-005A	TRANSVERSE, WORD SYMBOL, ARROW PAV MKG - WATERBORNE	SF	155	138	17	
630-025A	LONGITUDINAL PAV MKG- WATERBORNE	FT	1855	588	1267	
S900-50A	CONTINGENCY AMOUNT - DIRECTED REPAIRS	CA	5000			
S915-05A	SP COLORED & PATTERNED CONCRETE	SF	738	738		
Z629-05A	MOBILIZATION	LS	1			

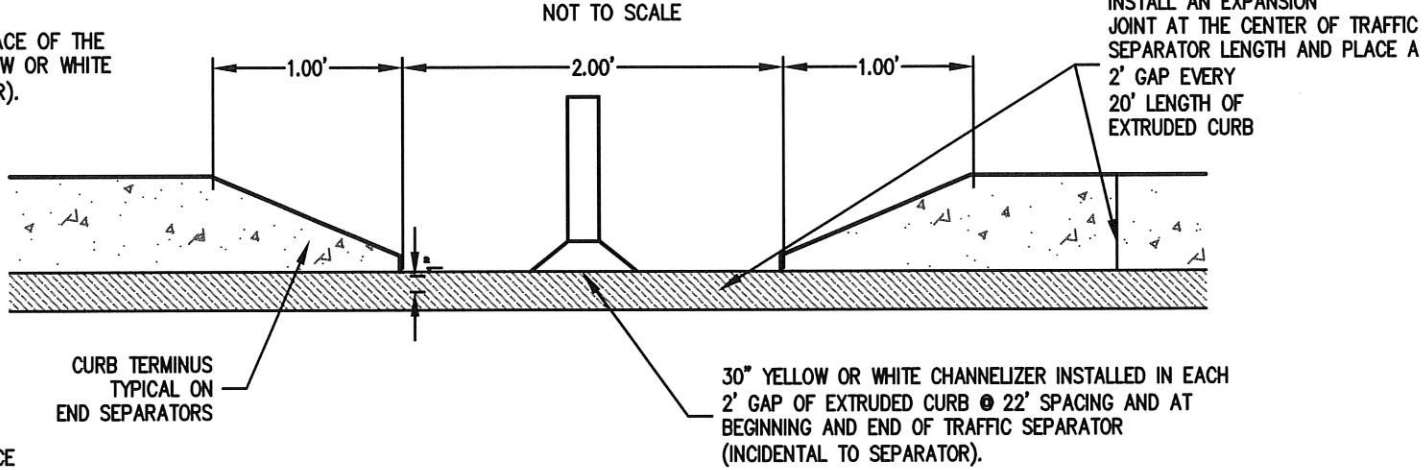
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NO.	DATE	BY	DESCRIPTION	DESIGN CHECKED CC			A020(132)	E ANDERSON ST RAILROAD CROSSING IMPROVEMENTS		
				DETAILED CW			CADD FILE NAME E ANDERSON RR CROSSING			
				DRAWING CHECKED CC			DRAWING DATE: NOVEMBER 2024			
						CITY OF IDAHO FALLS				

TRAFFIC SEPARATOR TYPE 1 615-651A (TRAFFIC SEPARATOR TYPE 1 WITH CHANNELIZER)

TRAFFIC SEPARATOR TYPE 1 (615-651A)



2' GAP IN TRAFFIC SEPARATOR TYPE 1 (615-651A)



NOTE

1. CAUTION MUST BE USED WHEN EXCAVATING IN THIS AREA. CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. CALL 811 FOR LOCATE.
2. FIBER OPTIC CABLE AND GAS LINE LOCATED WITHIN THIS AREA. RETAIN & PROTECT.
3. RETAIN & PROTECT ALL UTILITIES WHERE POSSIBLE UNLESS SHOWN OTHERWISE. IF ANY UTILITIES NEED TO BE ADJUSTED BASED ON THE FIELD LOCATE, COORDINATE WITH THE UTILITY OWNER.
4. OBLITERATE ALL ROAD MARKINGS THAT ARE IN CONFLICT WITH PROPOSED ROAD MARKING. (INCIDENTAL)
5. THE 26'± DIMENSION SHOWN ON SHEET 5 IS BASED ON AN ESTIMATED CENTERLINE OF ROAD, WHICH IS THE ALIGNMENT FOR THIS PROJECT, AND AN ESTIMATED CENTERLINE OF THE EXISTING RAILROAD TRACKS.

REVISIONS

NO.	DATE	BY	DESCRIPTION

DESIGNED

CW

DESIGN CHECKED

CC

DETAILED

CW

DRAWING CHECKED

CC

SCALES SHOWN
ARE FOR 11" X 17"
PRINTS ONLY

CADD FILE NAME
E ANDERSON RR CROSSING

DRAWING DATE:
NOVEMBER 2024

IDAHO
TRANSPORTATION
DEPARTMENT



CITY OF IDAHO FALLS

PROJECT NO.

A020(132)

DETAILS/GENERAL NOTES

E ANDERSON ST RAILROAD
CROSSING IMPROVEMENTS

English

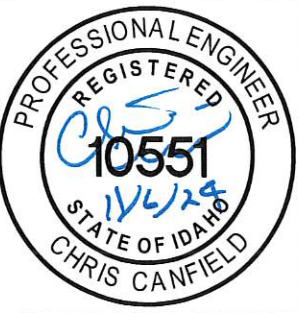
COUNTY

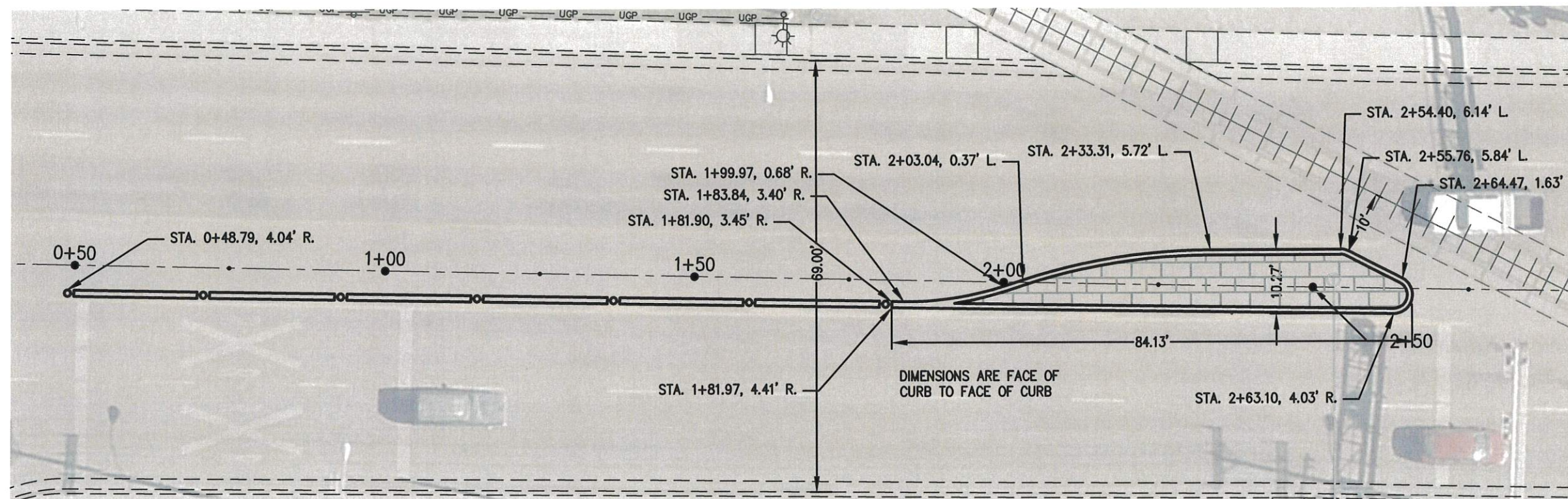
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KEY NUMBER

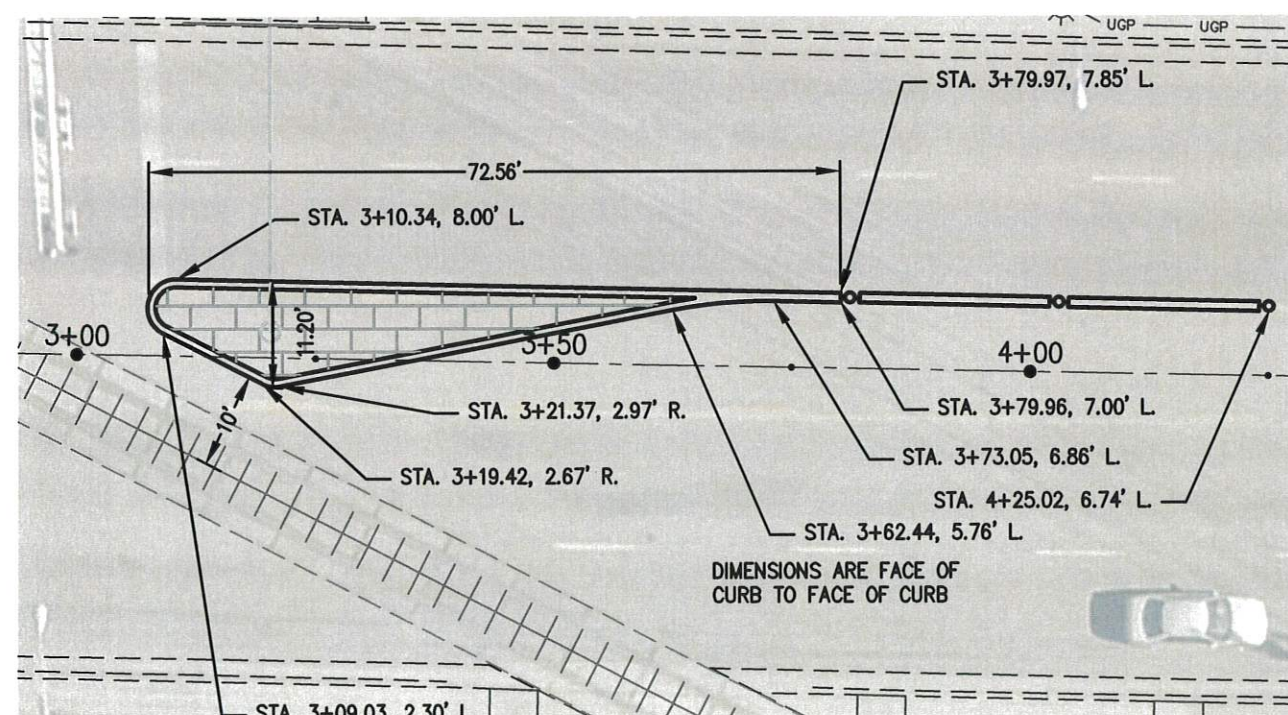
20132

SHEET 3 OF 8

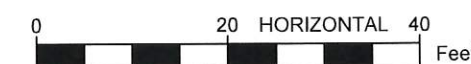




WEST TRAFFIC ISLAND



EAST TRAFFIC ISLAND



REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED	CW
DESIGN CHECKED	CC
DETAILED	CW
DRAWING CHECKED	CC
SCALES SHOWN	ARE FOR 11" X 17" PRINTS ONLY
CADD FILE NAME	E ANDERSON RR CROSSING
DRAWING DATE:	NOVEMBER 2024

IDAHO
TRANSPORTATION
DEPARTMENT

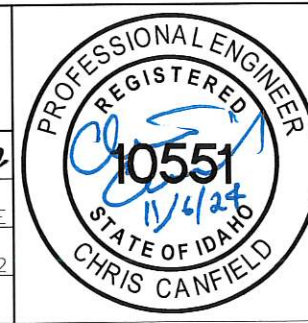
CITY OF IDAHO FALLS

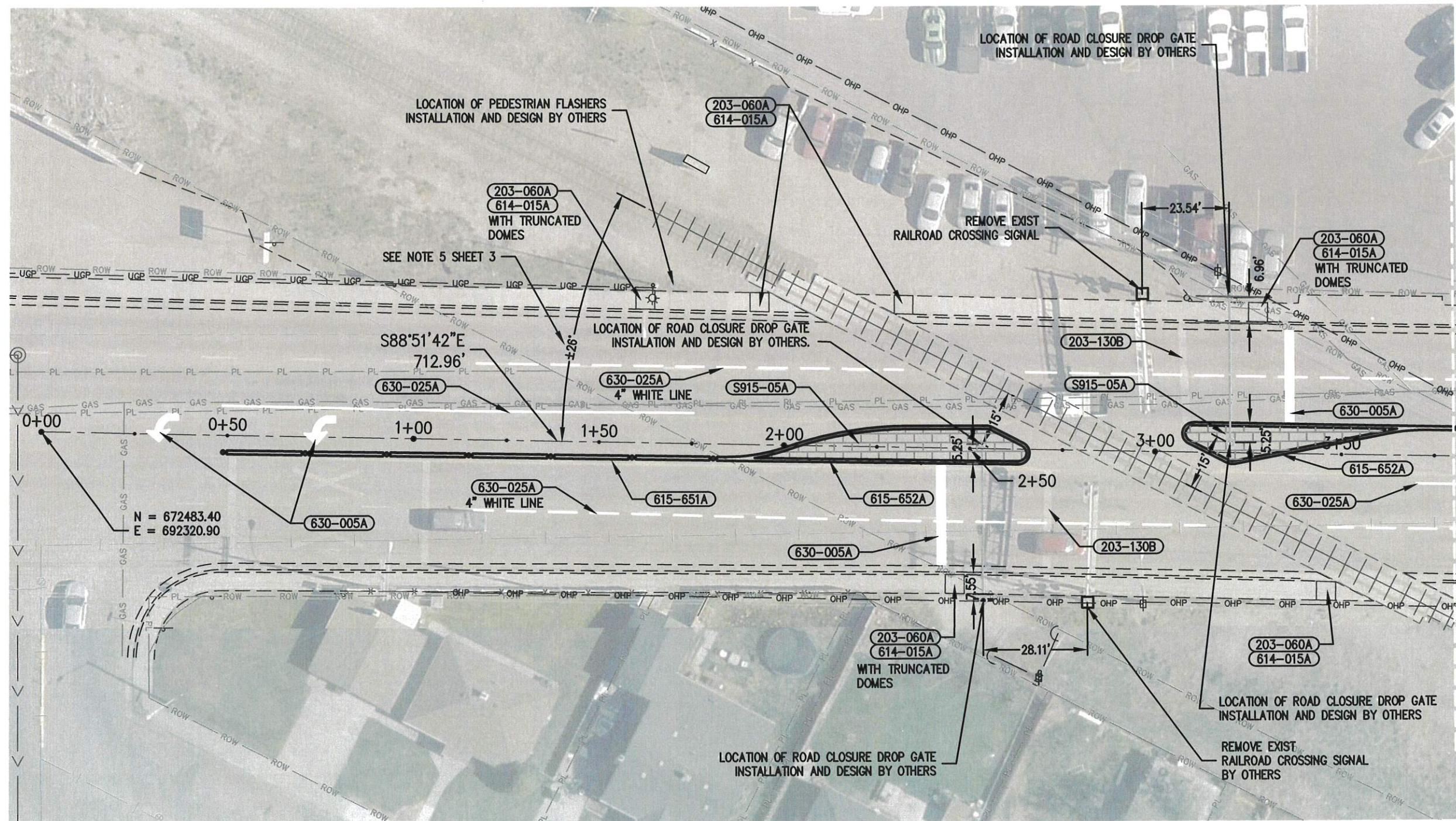


PROJECT NO.
A020(132)

TRAFFIC ISLAND INFORMATION
E ANDERSON ST RAILROAD CROSSING IMPROVEMENTS

English
COUNTY BONNEVILLE
KEY NUMBER 20132
SHEET 4 OF 8





- 203-060A** REM OF CONC SIDEWALK
3 S.Y., 1+59 - 1+65, LT
3 S.Y., 1+90 - 1+96, LT
3 S.Y., 2+29 - 2+34, LT
3 S.Y., 2+43 - 2+49, RT
3 S.Y., 3+24 - 3+30, LT
3 S.Y., 3+43 - 3+49, RT
- 203-130B** REMOVAL OF PAV MARKINGS
51 S.F., 2+70 - 2+73, RT
51 S.F., 3+07 - 3+10, LT
- 614-015A** SIDEWALK
3 S.Y., 1+59 - 1+65, LT
3 S.Y., 1+90 - 1+96, LT
3 S.Y., 2+29 - 2+34, LT
3 S.Y., 2+43 - 2+49, RT
3 S.Y., 3+24 - 3+30, LT
3 S.Y., 3+43 - 3+49, RT
- 615-651A** TRAFFIC SEPARATOR TYPE 1
133 F.T., 0+47 - 1+81, RT
- 615-652A** TRAFFIC SEPARATOR TYPE 2
165 F.T., 1+81 - 2+66, RT/LT
138 F.T., 3+07 - 3+80, RT/LT
- 630-005A** TRANSVERSE, WORD SYMBOL, ARROW
PAV MKG-WATERBORNE
17 S.F., 0+28 - 0+37, RT/LT
17 S.F., 0+70 - 0+79, RT/LT
52 S.F., 2+41 - 2+43, RT
52 S.F., 3+34 - 3+37, LT
- 630-025A** LONGITUDINAL PAV MKG-WATERBORNE
127 F.T., 0+48 - 1+76, LT
225 F.T., 1+16 - 3+80, LT
226 F.T., 1+16 - 3+80, RT
10 F.T., 3+70 - 3+80, RT
- S915-05A** SP COLORED & PATTERNED
CONCRETE
451 S.F., 1+81 - 2+60, RT/LT
287 S.F., 3+15 - 3+80, RT/LT



REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED CW	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
DESIGN CHECKED CC	
DETAILED CW	CADD FILE NAME E ANDERSON RR CROSSING
DRAWING CHECKED CC	DRAWING DATE: NOVEMBER 2024

IDAHO
TRANSPORTATION
DEPARTMENT

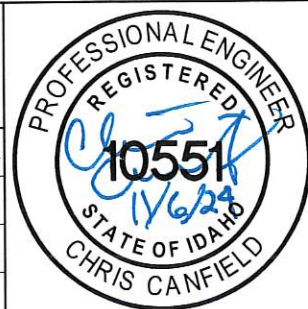


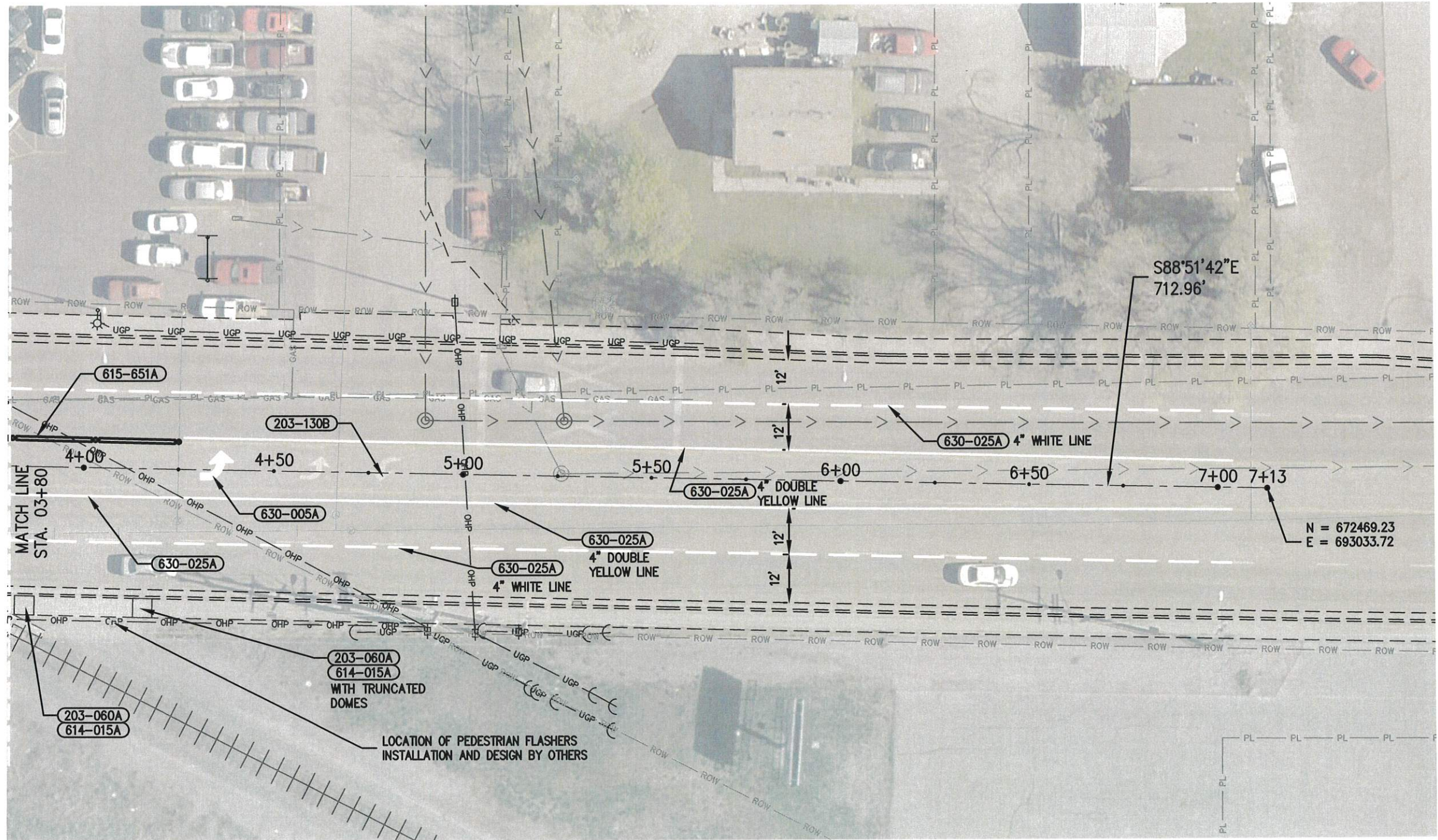
CITY OF IDAHO FALLS

PROJECT NO.
A020(132)

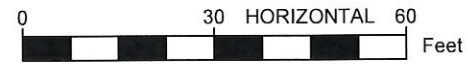
CONSTRUCTION PLAN
E ANDERSON ST RAILROAD CROSSING IMPROVEMENTS

English
COUNTY BONNEVILLE
KEY NUMBER 20132
SHEET 5 OF 8





- 203-060A REM OF CONC SIDEWALK
3 S.Y., 3+82 - 3+88, RT
3 S.Y., 4+13 - 4+19, RT
- 203-130B REMOVAL OF PAV MARKINGS
17 S.F., 4+75 - 4+84, RT/LT
- 614-015A SIDEWALK
3 S.Y., 3+82 - 3+88, RT
3 S.Y., 4+13 - 4+19, RT
- 615-651A TRAFFIC SEPARATOR TYPE 1
45 F.T., 3+80 - 4+25, LT
- 630-005A TRANSVERSE, WORD SYMBOL, ARROW
PAV MKG-WATERBORNE
17 S.F., 4+31 -40+39, RT/LT
- 630-025A LONGITUDINAL PAV MKG-WATERBORNE
329 F.T., 3+80 - 7+04, LT
329 F.T., 3+80 - 7+04, RT
49 F.T., 3+80 - 4+25, RT
280 F.T., 4+25 - 7+04, LT
280 F.T., 4+25 - 7+04, RT



REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED CW	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
DESIGN CHECKED CC	
DETAILED CW	CADD FILE NAME E ANDERSON RR CROSSING
DRAWING CHECKED CC	DRAWING DATE: NOVEMBER 2024

IDAHO
TRANSPORTATION
DEPARTMENT

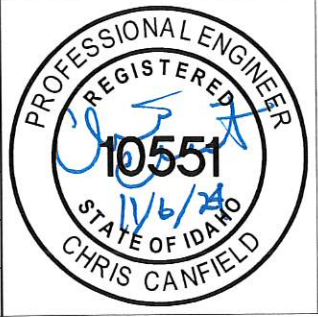


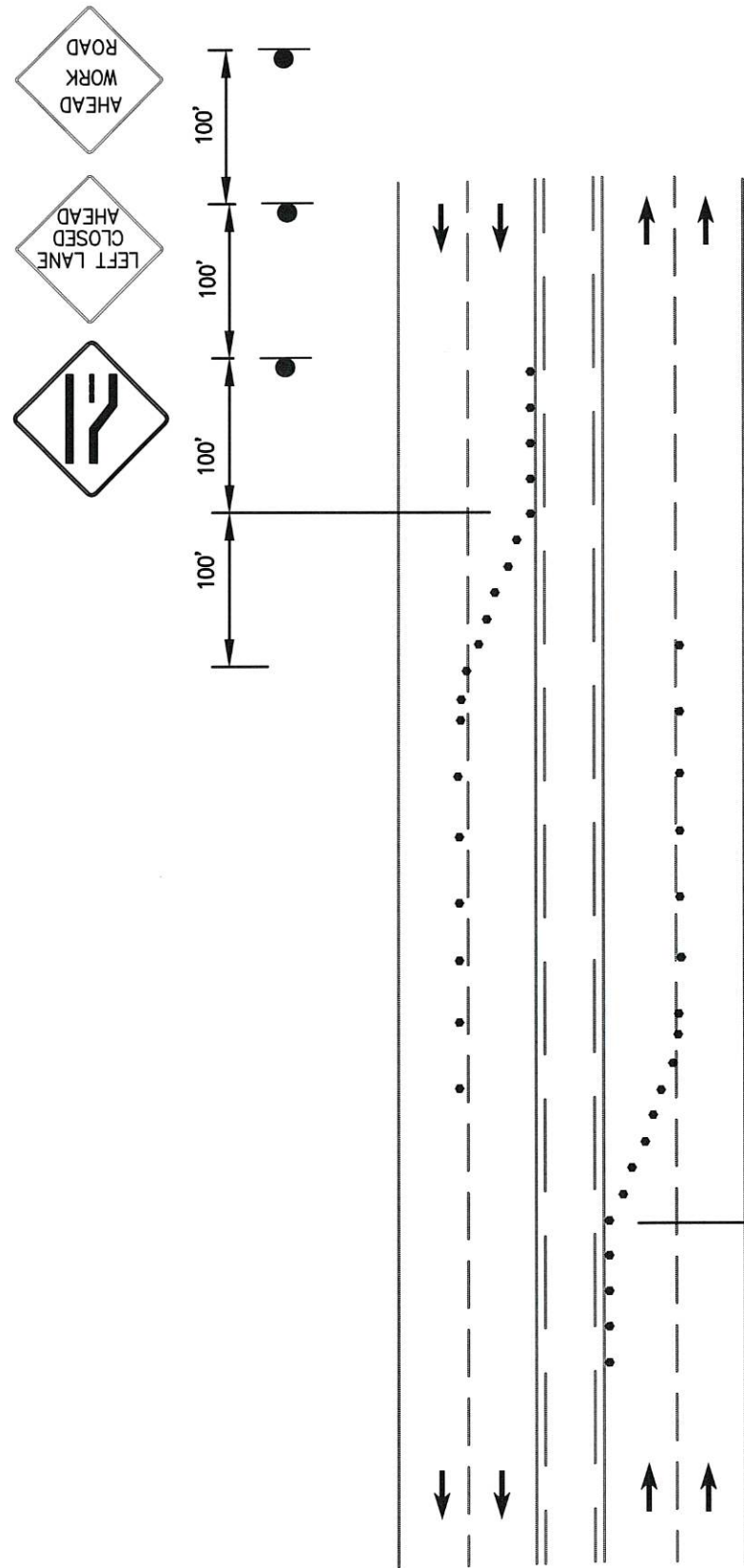
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PROJECT NO.
A020(132)

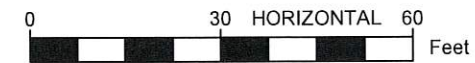
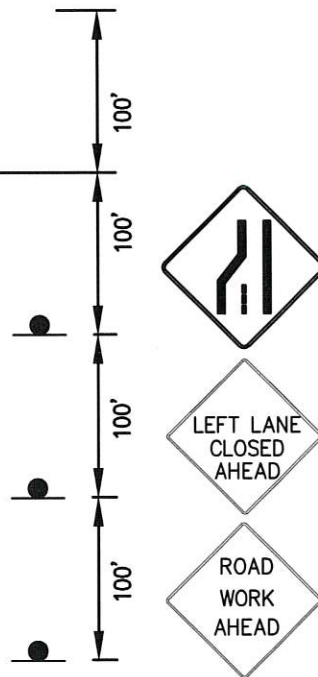
CONSTRUCTION PLAN
E ANDERSON ST RAILROAD CROSSING IMPROVEMENTS

English
COUNTY BONNEVILLE
KEY NUMBER 20132
SHEET 6 OF 8





NOTE:
SEE TABLES 6H-2 AND
6H-3 IN THE M.U.T.C.D.
FOR THE MEANING OF
SYMBOLS AND/OR LETTER
CODES USED IN THIS FIGURE



REVISIONS				DESIGNED	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY CADD FILE NAME E ANDERSON RR CROSSING DRAWING DATE: NOVEMBER 2024
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IDAHO
TRANSPORTATION
DEPARTMENT

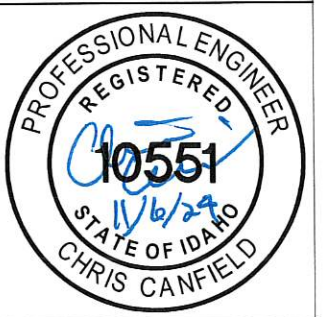
 CITY OF IDAHO FALLS



PROJECT NO.
A020(132)

TRAFFIC PLAN
E ANDERSON ST RAILROAD CROSSING IMPROVEMENTS

English
COUNTY BONNEVILLE
KEY NUMBER 20132
SHEET 7 OF 8

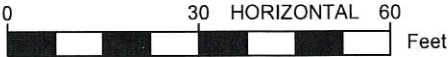


GENERAL TRAFFIC CONTROL NOTES

- 1. ALL CONSTRUCTION SIGNING SHALL MEET OR EXCEED THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AS ADOPTED BY THE STATE.
- 2. ALL CONSTRUCTION WARNING SIGNS SHALL HAVE TWO WARNING FLAGS AND SHALL HAVE BATTERY OPERATED FLASHING WARNING LIGHTS IN OPERATION DURING THE HOURS OF DARKNESS OR AS DIRECTED.
- 3. ALL EXISTING WARNINGS AND REGULATORY SIGNS IN CONFLICT WITH CONSTRUCTION SIGNING SHALL BE REMOVED OR COVERED BY AN APPROVED METHOD WHILE CONSTRUCTION SIGNS ARE IN EFFECT.
- 4. THE DISTANCES SHOWN BETWEEN TRAFFIC CONTROL DEVICES ARE MINIMUMS; SOME ADJUSTMENT MAY BE NECESSARY IN THE FIELD DEPENDING ON CONDITIONS ENCOUNTERED.
- 5. ALL CONSTRUCTION SIGNING, TEMPORARY PAVEMENT MARKINGS, DRUMS AND TUBULAR MARKERS SHALL BE IN PLACE PRIOR TO ANY DIVERSION OF TRAFFIC WITHIN THE CONSTRUCTION ZONE.
- 6. THE CONSTRUCTION ZONES SHALL BE MONITORED A MINIMUM OF TWICE DAILY TO ENSURE ALL TRAFFIC CONTROL DEVICES ARE OPERATING EFFECTIVELY, AND THAT ALL DEVICES USED ARE CLEARLY VISIBLE AND IN GOOD REPAIR.

APPROXIMATE TRAFFIC CONTROL PLAN SIGN QUANTITIES

SIGN NO.	DESCRIPTION	SIGN SIZE	AREA (SF)	QUAN.	TOTAL AREA SF / CLASS B
TA-23	LEFT LANE CLOSED AHEAD	48"X48"	16	2	32
W4-2L	LANE ENDS	48"X48"	16	2	32
W20-1	ROAD WORK AHEAD	48"X48"	16	2	32
			TOTAL		96
			10% CONTINGENCY		106



REVISIONS				DESIGNED CW	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY	IDAHO TRANSPORTATION DEPARTMENT 	PROJECT NO.	CONSTRUCTION PLAN	English COUNTY BONNEVILLE KEY NUMBER 20132 SHEET 8 OF 8		
NO.	DATE	BY	DESCRIPTION	DESIGN CHECKED CC			A020(132)	E ANDERSON ST RAILROAD CROSSING IMPROVEMENTS			
				DETAILED CW			CADD FILE NAME E ANDERSON RR CROSSING				
				DRAWING CHECKED CC			DRAWING DATE: NOVEMBER 2024				
							CITY OF IDAHO FALLS				

File #: 24-393

City Council Meeting

FROM: Chief Bryce Johnson
DATE: Monday, November 11, 2024
DEPARTMENT: Police Department

Subject

Revisions to the Police Personnel Manual

Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve revisions to the Police Personnel manual.

Description, Background Information & Purpose

The Police Personnel Manual (PPM) was first created and approved by Council in 2017. The PPM is revised and updated from time to time and has gone through many revisions over the years. The process for revising the PPM requires giving employees a 30-day notice of the intended revisions and allowing the employees to make comments regarding the proposed changes. Only then are the proposed changes placed before the Council for action.

The current proposed revisions to the PPM were brought to a City Council work session on Monday, October 7, 2024. Subsequently, they were sent out to all IFPD employees on October 8, 2024. In addition, I met personally with many employee groups to explain the proposed revisions. The 30-day comment period passed without any official written comments regarding the proposed changes. In conversations, several patrol officers indicated they would prefer the Holiday bank be set at 152 hours. In addition, the IFPD professional staff who are not covered under the revisions, and will be covered by the City Holiday policy, would strongly prefer to be included with the PPM Holiday rule. I recommend Council approve the revisions to the PPM.

Alignment with City & Department Planning Objectives



Processes designed to elicit broad participation and feedback support Good Governance.

Interdepartmental Coordination

The PPM changes were coordinated with the Human Resource Department, Municipal Services Department, and the City Attorney's Office.

Fiscal Impact

These revisions are budget neutral.

Legal Review

This request was reviewed by the City Attorney's Office.



PERSONNEL MANUAL

September 2024August

2020

Police Department Personnel Manual (Date)

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I. Purpose

In recognition of the unique role played by the Idaho Falls police Department (IFPD) in service to the community, this Policy is intended to increase general efficiency, to promote harmonious and collaborative relations within the Department, and to protect the rights, well-being, safety and security of Department employees.

This Police Personnel Policy is the result of collaboration among City employees and is intended to promote the highest ideals and values of the Department. This Policy is not and shall not be considered or interpreted as a collective bargaining agreement between the City and any employee or group of employees, whether formally or informally organized. The Council has reviewed and approved this Policy.

II. Application and Interpretation of this Policy

A. The provisions of this Police Personnel Policy shall apply to all Idaho Falls Police Department employees except where it is specifically indicated that the provision applies only to certain Department employees. Additionally, the City Personnel Policy manual shall continue to apply to all Police Department employees, except where a provision of this Police Personnel Policy is more specific, in which case a Police Department employee shall be subject to this Police Personnel Policy. The City Director of Human Resources is authorized by the Council to interpret which Personnel Policy shall be applied to a Police Department employee if an uncertainty or dispute arises about the application of this Police Personnel Policy.

B. Calculating Time

“Day” as used in this Policy, shall mean one (1) twenty-four (24) hour calendar day beginning at midnight and ending twenty-four (24) hours later, whether or not the City is open for business. When time is calculated for a deadline, counting begins on the day following the date a document is required to be submitted or an event is due to occur.

Where a due date falls on a day that the City is officially closed for business (e.g., a weekend or official or declared Holiday), the due date is on the first date that the City is open for business following the due date.

III. ~~Recommendations for~~ Changes

~~Changes may be made to this Police Personnel policy by the Council at the recommendation of the Police Department, Police Department employees, Human Resources, or Elected Officials. Department Employees shall be given thirty (30) days advanced notification about proposed changes and given the opportunity, either orally or in writing, to offer comment regarding proposed changes to the Council. Employees may present their individual suggestions for changes to their Department or for the City as a whole at any time. It is recommended, but not required, that such suggestion be made in the~~

~~following order: to the Chief of police; the Human Resource Department; the Mayor; Council member(s).~~

~~This recommendation informal process for employees to express suggestions is not intended to replace, alter, or circumvent the procedures associated with the Grievance Procedure outlined in Section X of this Manual.~~

~~Changes recommended and brought forward by the Mayor or a Council member may be made to this Police Personnel Policy by resolution adopted by the Council. Prior to adoption of such a Resolution, Department employees will be given not less than thirty (30) days to offer comment in any lawful manner to elected officials regarding proposed changes.~~

~~For the purpose of presentation of identified problems and/or suggestions for system improvements, employees elected to an office within an employee association or selected by an employees' association for the purpose of presentation of new recommendations, upon notification to the Chief of Police, shall be granted time off to perform such duties. The parameters for the granting of this time off are found in Section XXXV "Association Business" in the City of Idaho Falls Personnel manual.~~

IV. Management Decisions and Expectations

"Management", as used in this Policy includes the Chief of Police, Captains, the Communications Manager, the Animal Control Director, and Lieutenants. The Police Department management staff possesses and retains the sole authority to operate and lead the Department. This authority includes, but is not limited to, the following examples:

1. Determining the mission of IFPD
2. Setting standards of Department service to be offered the public
3. Exercising control and discretion over its organization and operation
4. Disciplining or discharging non-probationary Police Officers for cause
5. Directing the work force
6. Hiring, assigning, or transferring employees
7. Determining the methods, means, and number of employees needed to carry out Department objectives
8. Introducing new or improved methods, police policies, or equipment
9. Changing existing police policies, methods, or equipment
10. Relieving employees because of lack of work
11. Taking whatever actions necessary to carry out the objective of the Department in situations of emergency
12. Establishing positions of employment and classifications for positions
13. Establishing performance standards and/or revising performance standards to determine acceptable performance levels of employees

V. Employee Investigations

- A. Employees may be accompanied and assisted by a representative of their choice at all times when subject to investigation of alleged acts of misconduct. No representative shall be a person who is the subject of the same investigation. Employees shall be granted a reasonable amount of time to obtain such representation prior to any internal investigation or pre-disciplinary hearing.

Employees' access to representation does not apply to performance based, informal, routine, or unplanned discussions between employees and their supervisors.

- B. Procedures set out in this Policy will be followed by the Department during investigative interviews. Such procedures do not apply to routine, initial inquiries, coaching, counseling, instruction, or direction given to employees by their supervisors.

Prior to an internal investigative interview, employees will be advised of the following:

- a. The nature of the matter being investigated
- b. The specific allegations(s) of misconduct, in any, against the employee being interviewed
- c. The date, time, and location of the matter that gave rise to the allegations(s)
- d. All rights and obligations pertaining to the *Garrity* rule
- e. The employee's access to representation, as provided in Section A above

The interview will specifically and narrowly focus on the job-related conduct of the employee

- C. The investigator. Persons conducting the interview will not use offensive language or threaten disciplinary action. An employee who refuses to respond to questions or submit to interviews will be informed that failure to answer questions narrowly and directly related to job-related conduct may result in disciplinary action.

Persons conducting the interview shall not be a person with significant personal first-hand knowledge of the facts giving rise to the investigation.

Except for the Chief of Police, persons making the final disposition in an investigation may not be the person who made the initial allegation(s), either directly or indirectly.

- D. Dispositions and time limits. Employees shall be notified in writing of the final disposition of an investigation, including a disposition of each allegation, and the disciplinary action to be administered, if applicable, within ninety (90) days following the date the Department received the allegations that form the basis of the investigation. An extension may be granted by the Chief. The employee shall be notified in writing of any such extension, the reason for the extension, and the anticipated investigation conclusion date.

In the event an employee is notified that a final disposition of an investigation includes a finding of misconduct which may result in time off without pay, demotion, or termination, a pre-disposition hearing will be held no sooner than fourteen (14) days and no later than thirty (30) days following hand delivery to the employee of notice of the pre-disposition hearing date, time, and location unless another date for the pre-disposition hearing is otherwise mutually agreed by the employee and the Department.

- E. Access and entries into Employee Personnel Files. Employees shall, upon reasonable notice, be provided access to their own individual Internal Affairs Files (only after such investigation is completed) or Personnel files.

A document adverse to an employee's employment may not be entered in their Personnel file (which is a file different from and does not include any Internal Affairs files) without the employee having first read and signed the document.

The adverse entry may be made, after the employee reads the document, even if the employee refuses to sign it. The employee's refusal to sign shall be noted on the adverse document. The employee will have fourteen (14) days from the date the employee reads and is asked to sign the adverse document within which to file a written response or comment to any adverse document entered in their personnel file. The employee's written response, if any shall be attached to and accompany the adverse document but the adverse document shall remain in the Personnel file.

VI. Hours of Service and Overtime

The Fair Labor Standards Act (FLSA) and its regulations outline the Department's legal obligations to pay minimum wages and overtime. Nothing in this Section VI alters the calculation of employee step and grade classification, wage rate, or overtime rate.

Compensation for the employee in this Section VI, where applicable, is in addition to the regular step and grade hourly rate of pay that includes any additional hourly compensation due to longevity, language facility, and the like (referred to in this Section VI. as the employee's "hourly base rate").

- A. FLSA Work Periods. Department employee overtime shall be calculated with the following FLSA work periods.

Sworn Police Officers assigned to the Patrol Bureau shall have their overtime calculated on an FLSA Section 7(k) twenty-eight (28) day work period and overtime shall begin to accrue after one hundred sixty (160) hours.

Sworn Police Officers assigned to any assignment outside of the Patrol Bureau shall have their overtime calculated on an FLSA Section 7(k) fourteen (14) day period and overtime shall begin to accrue after eighty (80) hours.

Department employees who are not sworn police officers shall have their overtime calculated on an FLSA seven (7) day work period and overtime shall begin to accrue after forty (40) hours.

- B. Changes in regular work days off. If the Department fails to give an employee at least fourteen (14) calendar days' prior notice of a change to the employee's regular days off, the Department will pay the employee for all time worked at a rate of one and one-half times the employee's hourly base rate. The fourteen (14) calendar days' notice required by this subsection shall not apply to a Sworn Police Officer who has not graduated from the field training program or to a Dispatch employee who had not graduated from the communication training program.

- C. Changes in Scheduled Hours. If IFPD fails to give employees at least fourteen (14) calendar days' prior notice of a change to the employee's scheduled hours, the Department will pay the employee for all time worked outside the regularly scheduled hours at the rate of one and one-half times the employee's hourly base rate. This Subsection VI.3 applies to **Sworn Police Officers, Emergency Communication Officers ~~Dispatch employees~~, and Animal Control Enforcement Officers** only. The fourteen (14) calendar days' notice required by this subsection shall not apply to a Sworn Police Officer who has not graduated from the field training program or to a Dispatcher who had not graduated from the communication training program.
- D. Unscheduled Hours (Shift Extensions). All approved unscheduled hours worked by employees, such as shift extensions, shall be paid at the rate of one and one-half times the employee's hourly base rate. This Subsection VI. D applies to **Sworn Police Officers and Emergency Communication Officers ~~Dispatch Employees~~ only.**
- E. Grant and Billable Details. An employee who works an extra shift, outside of their regularly scheduled hours pursuant to a grant or billable work detail (such as airport operations, DUI saturation grants, seatbelt enforcement grants, school resource functions, etc.), shall be paid actual hours worked at a rate of one and one-half times the employee's hourly base rate. This Subsection VI.E applies to **Sworn Police Officers and Emergency Communication Officers ~~Dispatch employees~~ only.**
- F. Compensation for Court/Administrative Proceedings. Employees shall receive compensation for a court or administrative proceeding appearance as a witness subpoenaed by the City, the State of Idaho, the United States or a party to a legal proceeding when the appearance is related to the employee's official duties as follows.

Court or administrative proceeding appearances made while on-duty shall constitute normal hours of work and will be compensated accordingly.

Employees who are required to attend court or other administrative proceedings in person while off-duty will be paid a minimum of four (4) hours at the rate of one and one-half times the employee's hourly base rate. If the off-duty required personal attendance is for more than four (4) hours, then the employee shall be paid with actual time worked at the rate of one and one-half times the employee's hourly base rate. If the off-duty attendance may be accomplished by telephone or teleconference, the employee will be paid a minimum of two (2) hour at the rate of one and one-half times the employee's hourly base rate.

If the court or other administrative proceeding starts immediately at the end of the employee's regular scheduled work shift or starts before the employee's shift ends and extends past when the employee's shift is scheduled to end, the employee will be paid for the actual time worked past the end of their shift at the rate of one and one-half the employee's hourly base rate.

If the prosecutor or subpoenaing authority does not cancel the employee's appearance request forty-eight (48) hours before the court or administrative is scheduled, the employee will be paid as described in this Section VI. F, as long as they were physically able to attend the court or administrative hearing on time. It is the employee's responsibility to call the prosecutor or subpoenaing authority not less than forty-eight (48) hours prior to the scheduled court or administrative proceeding to see whether their appearance is still required.

- G. Standby. Standby is when an employee's off duty activities are restricted in such a way that they are available for an immediate return to work. Employees who are placed on standby shall be compensated with two (2) hours at the employee's hourly base rate for each twenty-four (24) hour "day" they are on standby status.
- H. Callout. Employees who have been released from their scheduled work shift and have been directed to perform work by an appropriate Bureau head or designated representative without at least twenty-four (24) hours advance notice or scheduling shall receive a minimum of two (2) hours compensation at one and one half times the employee's hourly base rate.

Off Duty who are directed to perform work at the employee's current physical location shall receive a minimum of one (1) hour compensation at one and one half times their wage rate.

- I. Compensatory Time. Employees may request compensatory time off in lieu of pay for overtime, and such compensatory time may be allowed, subject to approval of the Bureau Commander.

Employees shall not accrue more than one hundred twenty (120) hours of compensatory time. Employees who have accrued one hundred twenty (120) hours of compensatory time off, shall, for additional overtime hours worked, be compensated with pay at one and one halftime their regular rate of pay.

Utilization of compensatory time. Employees may use their compensatory time when staffing is sufficient to take time off. When there is not sufficient staffing to take time off, compensatory time can only be used if there is someone willing to cover the time for the employee. The Department will attempt to find someone willing to cover the time and will not order someone else to work so that an employee can take compensatory time off.

Employees may cash in up to eighty (80) hours of their accrued compensatory time at the end of each year by notifying the Office of the Chief between April 1 and April 30 and shall be converted in October of the same year.

Upon promotion to a higher pay classification, an employee's compensatory time shall be paid out to the employee prior to the promotion at the employee's regular rate of pay at which they earned the compensatory time.

Exempt Employees are not eligible for compensatory time.

- J. Out of Classification work. When an employee is assigned to work temporarily for forty (40) hours or more at a position in a higher pay classification, the employee shall be compensated as if they had been moved to that higher pay classification but only during the duration of the temporary assignment. The employee will have no expectation that the temporary out of classification assignment is a promotion or is permanent.

VII. Vacation and Holidays

- A. Holiday time. Sworn Police Officers, Emergency Communication Officers, and Animal Services Officers shall have one hundred twenty (120) hours of holiday time placed in their holiday bank on the first pay period of January. Holiday: Any of the twelve (12) official City-observed holidays scheduled each year where the City is closed for normal business operations. The holidays of the Fourth of July, Christmas, and New Year will occur on the actual day of the holiday for Police Officers, Dispatchers, and Animal Control Officers, regardless of the date of official City observance of those Holidays.

No employee may carry a balance of more than one hundred twenty (120) hours of holiday time at any time. Holiday Substitute Compensation (HSC): Compensation for work performed on all or part of a Holiday, pursuant to this Policy, which is taken by the employee in time off rather than in pay. HSC may be earned and taken by an employee on an hour by hour basis up to the full value of that employee's Holiday pay, regardless of whether the employee is scheduled to work a shift of 8, 10, or 12 hours that falls partly or wholly on a Holiday. HSC can be used only when shift staffing levels are above minimum, as solely determined by Management. No employee may carry a balance of more than one hundred twenty (120) hours of HSC at any time.

Employees may cash in up to sixty (60) hours of holiday time by notifying the Office of the Chief during the month of September. The sixty (60) hours of holiday time will be paid in the second pay period of November. Investigations and Special Operations Bureau: A Department Bureau comprised of Major Crimes detectives, Special Investigations Unit detectives, Crime Scene and Lab technician, School Resource officers, DARE officers, Airport officers, SWAT team selections, Bomb Squad selections, and Crowd Control Team selections.

Seniority: Cumulative time of service in the Police Department, based upon date of hire.

Time on Team Seniority: The cumulative, consecutive time of service in a given Department, Bureau, or subdivision based on the date of assignment to such Department, Bureau, or subdivision.

Sworn Personnel: A sworn police officer.

Non-Sworn personnel: An employee of the Police Department who is not a sworn police officer.

B. Vacation Time. Vacation time is an important benefit for Police Department employees. Vacation time can help reduce stress and improve employee performance. Employees will accrue vacation at different rates based on years of service and as calculated using the method set out in the City Personnel Manual.

C. Shift Bidding.

- a. Patrol Bureau sworn personnel assigned to Patrol Bureau will have the opportunity to bid for use of accrued vacation time and holiday time annually when the Patrol Bureau shift bid is being conducted. The shift bid is done by Department Seniority. Each officer will have the opportunity during the shift bidding process to use up to, but no more than their yearly accrual of vacation time and holiday time. At the conclusion of the shift bidding process and throughout that same calendar year, any additional holiday time or vacation time that has carried over from previous years may be used on a first come, first served basis, and only when mandatory minimum staffing requirements are met for those effected shifts.

Lieutenants and Sergeants assigned to the Patrol Bureau will bid for vacation and holiday time by Department seniority according to the date of promotion with respect to their rank. This Subsection VII.C.a applies to the **Patrol Bureau Sworn Police Officers** only.

- b. Investigations ~~and Investigations~~ and Special Operations Bureau sworn police officer personnel assigned to the Investigations Bureau will have the opportunity to bid for vacation time and holiday time annually based on their Time on Team Seniority. Officers assigned to the Investigations and Special Operations Bureau may bid up to, but no more than their yearly accrual of vacation time and holiday time during this process. At the conclusion of the vacation bid process any additional holiday time or vacation time that has carried over from previous years may be used on a first come first served basis according to minimum staffing requirements within the Investigations Bureau.

Lieutenants and Sergeants assigned to the Investigations and Special Operations Bureau will bid for vacation time and holiday time by Department Seniority according to the date of promotion with respect to their rank. This Subsection VII. C. b. applies to the investigations employees and Special Operations Bureau Sworn Police Officers only.

~~D. Compensation related to a Holiday.~~

- ~~a. Holiday compensation is due to every employee, whether that employee works on the Holiday or is scheduled to be off on the Holiday, at that employee's customary rate of pay for the Holiday (i.e., as extra day time off duty pay).~~
- ~~b. Holiday Compensation shall be applied in any one (1) of the following ways for each Holiday, as applicable:~~
 - ~~i. If a holiday falls on the employee's regular work day and the employee takes the Holiday off, the employee shall receive no additional compensation for that Holiday.~~

- ~~ii. If a Holiday falls on an employee's regular, scheduled day off, and the employee does not work on that scheduled day off, the employee will earn only Holiday Substitute Compensation (HSC) and will not earn pay for the Holiday.~~
- ~~iii. If a Holiday falls on an employee's regular, scheduled work day and the employee is required to work the Holiday, the employee has the option of HSC and/or pay for the Holiday time worked, in hourly increments and in any combination of HSC or pay chosen by the employee. Such compensation is in addition to the employee's hourly base rate.~~

VIII. Promotions

Promotions in the Department shall be upon job performance and competitive examinations. All candidates for a promotion must meet the job requirements for the position during the testing cycle. Candidates will not be eligible for promotion until the minimum time requirements for the position have been met. Written examination(s) may be given as often as needed, as determined by the Chief, in order to establish a viable eligibility list. A minimum written test score appropriate for each examination will be determined and announced at least fourteen (14) days prior to the examination date. Notice of openings for promotions shall be posted on the Department of Human Resources web page at least fourteen (14) days prior to the date upon which the written examination for the position shall be conducted. This Subsection VIII applies to Sworn Police Officers only.

Tests and consideration for promotional placement may include a written examination, assessment center, and staff evaluations. The methods used and weight to be given grades in each area utilized will be determined by the Chief and announced at least fourteen (14) days prior to the date upon which the examination is to be given.

Where two (2) or more applicants for promotion receive identical grades, their ranking on the eligible list shall be determined by preference given to employment seniority.

The total number of persons allowed to participate in the Department assessment process shall be determined in advance by the Chief. If there are more applicants than the number of positions available for testing in the assessment process, the candidates receiving the highest written exam scores shall be selected for participation in the assessment.

The finished candidate for promotion ranking will form an eligibility list for promotion to the position and will apply to all current openings existing at the time the list is established. The Chief will select, at the Chief's discretion, from the top three (3) candidates on the promotional eligibility list for a period of one (1) year following the initial promotions. Any promotion(s) made following the initial promotions for openings existing at the time the list is established will be subject to and dependent upon an interview and re-evaluation by the Chief of Police based upon the candidate's then-current performance and any pending internal investigations. At the Chief's sole discretion, the promotional eligibility list may be utilized for promotions for up to one (1) additional year following the expiration of the initial one (1) year period the promotion eligibility was established.

IX. Seniority

Seniority shall be applied as described in Section VII for shift bidding and vacation bidding and as described in Section VIII for breaking ties in promotions. Seniority shall not be used for any other purpose in this Police Personnel policy.

X. Grievance Procedure

IV. Purpose.

The purpose of this grievance procedure is to maintain a productive, cooperative, efficient and experienced work force, thereby enhancing the public welfare; to not unjustifiably terminate or treat employees inappropriately; to afford the City administrative staff and employees opportunity to resolve errors, disputes, without the need for judicial intervention. This grievance procedure is the exclusive procedure to be applied to

Department non-probationary sworn officers. All other Department employees shall utilize grievance procedures set out in Section XXIX of the City Personnel Policy Manual.

Grievance Defined.

"Grievance" is any complaint by a regular employee who is subject to this Grievance Procedure and related to the following:

1. A disciplinary action applied to an employee,
2. Action taken by an employee which results in unfair or discriminatory treatment, inequity, or arbitrary or capricious action relative to another employee, based on a legally protected status,
3. Any interpretation or dispute regarding the terms and conditions of this Policy, or
4. Retaliation or recrimination as result of any action by a superior that violates public policy or law.

No Retaliation.

An employee who files a grievance shall be free from restraint, interference, discrimination, or reprisal by the City, its officers or employees, for having filed a grievance.

Privacy.

All documents, records and information generated, compiled or kept in conjunction with a grievance shall be exempt from disclosure to the public to the extent allowed by the Idaho Code (especially Title 74, Chapter 1 commonly known as the "Idaho Public Records Act"). An employee who files a grievance may obtain copies of records related to a grievance pursuant to the Idaho Public Records Act.

Commencing a Grievance.

Every employee is encouraged not to file a grievance until after he or she has made a reasonable effort to resolve the subject matter of the grievance with his or her immediate supervisor or other person against whom the grievance could be filed. Examples of reasonable effort include: meeting informally with the person(s) affected to discuss the matter; engaging a supervisor to assist in resolving a matter; suggesting a compromise or resolution; self-assessment; reviewing a policy with a peer or supervisor to clarify expectations.

A grievance shall be commenced by filing the grievance with the Chief of Police. Such grievance shall be in writing and shall contain the following:

1. The name and job classification of the grievant;
2. The date of the alleged action(s) or omission(s) which form the basis of the grievance;
3. A statement of the facts, materials, and arguments supporting the grievance;
4. A list of all articles, sections, or rules of the Department, City policy, or law which are alleged to have been violated; and
5. The remedy or resolution sought.

Failure of the City to comply with the time limits specified in this grievance process shall automatically and immediately advance the grievance to the next Step in the grievance process. Failure of a grievant to comply with the time limits specified in this grievance policy automatically and immediately results in the denial of the grievance.

The time limits herein stated may be extended only by prior written mutual agreement of the parties.

Grievance Process:

Step 1. Chiefs review. The grievance process shall be initiated by submitting the written grievance to the Chief of Police within fourteen (14) days following the disputed grieved action or inaction or the date that the employee knew or should have known of the action or inaction, whichever is earlier. This requirement is meant to encourage prompt reporting and resolution of the matter grieved. Within fourteen (14) days following the Chief's receipt of the written grievance, the Chief shall meet with the grievant (and his or her representative, if requested) to discuss the grievance. The Chief shall provide a written response to the grievant within fourteen (14) days following such meeting.

Step 2. Mayor's review. If the grievant does not agree with the Chiefs response in Step 1, the grievance may be submitted by the grievant to the Mayor within fourteen (14) days following the Chiefs response. Within fourteen (14) days following receipt of the grievance and materials from Step 1, the Mayor shall provide a written response to the grievant.

Step 3. Independent review. If the grievant does not agree with the Mayor's response in Step 2, the grievance maybe submitted for independent third-party review in the following manner:

Within twenty-one (21) days following the grievant's receipt of the Mayor's response in Step 2, the grievant shall deliver a written request for independent review to the City Human Resources (HR) Director. The grievant and the HR Director shall meet to select an independent reviewer from a list of qualified reviewers within fourteen (14) days following the receipt of the demand for the grievant for such review.

The HR Director shall maintain a list of not less than five (5) qualified independent reviewers. If the parties are unable to agree upon an independent reviewer, the HR Director and grievant shall alternately strike a name from the list (the first to strike a name shall be determined by coin flip) until the name of only one (1) individual from the list remains. The remaining person shall be the independent reviewer for the grievance.

The independent reviewer shall be selected and engage within fourteen (14) days following a meeting between the grievant and the HR Director to select a reviewer. The review will commence within fourteen (14) days following the reviewer's receipt of grievance material provided by the HR Director. The failure of the reviewer to commence and to complete review within the time periods established shall result in selection of a new reviewer, who will proceed with the process outlined in this Step 3 until a review is completed.

The scope of review by the independent reviewer in Step 3 shall be limited to whether the action taken against the grievant was or resulted in something unfair, discriminatory, inequitable, arbitrary, or capricious, based upon 1. A legally protected status, or 2. whether any Department or City policy was vague, subject to misinterpretation, or erroneously or wrongly applied to the grievant. The reviewer shall have no authority to rule contrary to, expand upon, or eliminate any terms or conditions of a Department policy or City Personnel Policy.

The grievant and the City may submit materials and/or testimony in support of their relative positions, the weight, materiality, and persuasiveness of which shall be determined solely by the reviewer. The reviewer may request additional information or clarification of any party or person and may independently research the matter; however, the reviewer shall have no authority to compel production of any information nor have the authority to compel the presence of testimony of any person. The reviewer shall not attribute any adverse motive or inference to materials not proffered by the grievant or the City.

The reviewer shall be requested to provide the parties with a written statement of relevant criteria and standards and a decision justifying the reviewer's decision regarding the grievance within thirty (30) days of commencement of the review.

An informal group comprised of the Chief of Police, a representative from the HR Department and a representative from the City Attorney's office will meet to confer about the reviewer's decision within fourteen (14) days following the City's receipt of the decision (to consider it and take action, if any, deemed appropriate).

XI. Boot and Cleaning Allowance

All Department members who are required by the Chief to maintain and be in an official Department uniform as part of their employment shall receive four hundred fifty dollars (\$450) annually to be paid on the first pay period of July, if employed on such date. This Subsection XI applies to **Sworn Police Officers, Animal Control and Code Enforcement employees** only.

XII. Career Path

The Department will develop and promote a Career Path Program whose purpose is to develop highly motivated, educated and skilled **non-probationary Police Officers, Sergeants, Lieutenants, Captains, Emergency Communications Officers I, II and III Dispatchers, Dispatch Supervisors, and Dispatch Managers**. This program is intended to encourage and reward these employees for improving and expanding their law enforcement skills. The Career Path Program will be designed to be available to participants who have received an overall acceptable or better on their two (2) most recent performance evaluations. The Career Path Program will be proposed to consist of four (4) categories of achievement: education, leadership ~~academy~~, physical fitness, and skills. This Subsection XII applies to **Sworn Police Officers, Animal Services Officers, and Emergency Communication Officers Dispatchers** only.

XIII. Peace Officer Standards and Training (POST) Certificate Pay

The State of Idaho requires both Sworn Police Officers and Emergency Communication Officers to be certified by Idaho POST with a basic certificate. The State then also defines requirements for advanced training and experience to worn additional POST certificates. Sworn Police Officers and Emergency Communications Officers will have a percentage added to their standard hourly rate for their highest earned certificate as follows:

<u>A. Intermediate Certificate</u>	<u>1.5%</u>
<u>B. Advanced Certificate</u>	<u>2.25%</u>
<u>C. Supervisor Certificate</u>	<u>3%</u>
<u>D. Management Certificate</u>	<u>3%</u>
<u>E. Master Certificate</u>	<u>3%</u>

XIV. Language pay

As the Idaho Falls Police Department serves a diverse community with many primary languages, each employee qualifying as fluent in American Sign language (ASL), or any of the following spoken languages: Spanish, German, French, Mandarin, Russian, or Portuguese shall be paid a maximum of three (3%) percent added to their standard hourly rate.

~~XIII~~XV. Police Employee Association Business

Regular employees elected to an office within an employee association or selected by an employee's association for the purpose of any grievance meeting or presentation of new

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recommendations, upon notification of the Chief, shall be granted time off to perform such duties with no loss of pay to the employee, provided such meetings or duties shall not required the employee to leave the City or indulge in any other meetings or business not to exceed a maximum of four (4) people at any one time.



PERSONNEL MANUAL

September 2024

Police Department Personnel Manual (Date)

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I. Purpose

In recognition of the unique role played by the Idaho Falls police Department (IFPD) in service to the community, this Policy is intended to increase general efficiency, to promote harmonious and collaborative relations within the Department, and to protect the rights, well-being, safety and security of Department employees.

This Police Personnel Policy is the result of collaboration among City employees and is intended to promote the highest ideals and values of the Department. This Policy is not and shall not be considered or interpreted as a collective bargaining agreement between the City and any employee or group of employees, whether formally or informally organized. The Council has reviewed and approved this Policy.

II. Application and Interpretation of this Policy

A. The provisions of this Police Personnel Policy shall apply to all Idaho Falls Police Department employees except where it is specifically indicated that the provision applies only to certain Department employees. Additionally, the City Personnel Policy manual shall continue to apply to all Police Department employees, except where a provision of this Police Personnel Policy is more specific, in which case a Police Department employee shall be subject to this Police Personnel Policy. The City Director of Human Resources is authorized by the Council to interpret which Personnel Policy shall be applied to a Police Department employee if an uncertainty or dispute arises about the application of this Police Personnel Policy.

B. Calculating Time

“Day” as used in this Policy, shall mean one (1) twenty-four (24) hour calendar day beginning at midnight and ending twenty-four (24) hours later, whether or not the City is open for business. When time is calculated for a deadline, counting begins on the day following the date a document is required to be submitted or an event is due to occur.

Where a due date falls on a day that the City is officially closed for business (e.g., a weekend or official or declared Holiday), the due date is on the first date that the City is open for business following the due date.

III. Changes

Changes may be made to this Police Personnel policy by the Council at the recommendation of the Police Department, Police Department employees, Human Resources, or Elected Officials. Department Employees shall be given thirty (30) days advanced notification about proposed changes and given the opportunity, either orally or in writing, to offer comment regarding proposed changes to the Council.

IV. Management Decisions and Expectations

“Management”, as used in this Policy includes the Chief of Police, Captains, the Communications Manager, the Animal Control Director, and Lieutenants. The Police Department management staff

possesses and retains the sole authority to operate and lead the Department. This authority includes, but is not limited to, the following examples:

1. Determining the mission of IFPD
2. Setting standards of Department service to be offered the public
3. Exercising control and discretion over its organization and operation
4. Disciplining or discharging non-probationary Police Officers for cause
5. Directing the work force
6. Hiring, assigning, or transferring employees
7. Determining the methods, means, and number of employees needed to carry out Department objectives
8. Introducing new or improved methods, police policies, or equipment
9. Changing existing police policies, methods, or equipment
10. Relieving employees because of lack of work
11. Taking whatever actions necessary to carry out the objective of the Department in situations of emergency
12. Establishing positions of employment and classifications for positions
13. Establishing performance standards and/or revising performance standards to determine acceptable performance levels of employees

V. Employee Investigations

- A. Employees may be accompanied and assisted by a representative of their choice at all times when subject to investigation of alleged acts of misconduct. No representative shall be a person who is the subject of the same investigation. Employees shall be granted a reasonable amount of time to obtain such representation prior to any internal investigation or pre-disciplinary hearing.

Employees' access to representation does not apply to performance based, informal, routine, or unplanned discussions between employees and their supervisors.

- B. Procedures set out in this Policy will be followed by the Department during investigative interviews. Such procedures do not apply to routine, initial inquiries, coaching, counseling, instruction, or direction given to employees by their supervisors.

Prior to an internal investigative interview, employees will be advised of the following:

- a. The nature of the matter being investigated
- b. The specific allegations(s) of misconduct, in any, against the employee being interviewed
- c. The date, time, and location of the matter that gave rise to the allegations(s)
- d. All rights and obligations pertaining to the *Garrity* rule
- e. The employee's access to representation, as provided in Section A above

The interview will specifically and narrowly focus on the job-related conduct of the employee

- C. The investigator. Persons conducting the interview will not use offensive language or threaten disciplinary action. An employee who refuses to respond to questions or submit to interviews will be informed that failure to answer questions narrowly and directly related to job-related conduct may result in disciplinary action.

Persons conducting the interview shall not be a person with significant personal fist-hand knowledge of the facts giving rise to the investigation.

Except for the Chief of Police, persons making the final disposition in an investigation may not be the person who made the initial allegation(s), either directly or indirectly.

- D. Dispositions and time limits. Employees shall be notified in writing of the final disposition of an investigation, including a disposition of each allegation, and the disciplinary action to be administered, if applicable, within ninety (90) days following the date the Department received the allegations that form the basis of the investigation. An extension may be granted by the Chief. The employee shall be notified in writing of any such extension, the reason for the extension, and the anticipated investigation conclusion date.

In the event an employee is notified that a final disposition of an investigation includes a finding of misconduct which may result in time off without pay, demotion, or termination, a pre-disposition hearing will be held no sooner than fourteen (14) days and no later than thirty (30) days following hand delivery to the employee of notice of the pre-disposition hearing date, time, and location unless another date for the pre-disposition hearing is otherwise mutually agreed by the employee and the Department.

- E. Access and entries into Employee Personnel Files. Employees shall, upon reasonable notice, be provided access to their own individual Internal Affairs Files (only after such investigation is completed) or Personnel files.

A document adverse to an employee's employment may not be entered in their Personnel file (which is a file different from and does not include any Internal Affairs files) without the employee having first read and signed the document.

The adverse entry may be made, after the employee reads the document, even if the employee refuses to sign it. The employee's refusal to sign shall be noted on the adverse document. The employee will have fourteen (14) days from the date the employee reads and is asked to sign the adverse document within which to file a written response or comment to any adverse document entered in their personnel file. The employee's written response, if any shall be attached to and accompany the adverse document but the adverse document shall remain in the Personnel file.

VI. Hours of Service and Overtime

The Fair Labor Standards Act (FLSA) and its regulations outline the Department's legal obligations to pay minimum wages and overtime. Nothing in this Section VI alters the calculation of employee step and grade classification, wage rate, or overtime rate.

Compensation for the employee in this Section VI, where applicable, is in addition to the regular step and grade hourly rate of pay that includes any additional hourly compensation due to longevity, language facility, and the like (referred to in this Section VI. as the employee's "hourly base rate").

- A. FLSA Work Periods. Department employee overtime shall be calculated with the following FLSA work periods.

Sworn Police Officers assigned to the Patrol Bureau shall have their overtime calculated on an FLSA Section 7(k) twenty-eight (28) day work period and overtime shall begin to accrue after one hundred sixty (160) hours.

Sworn Police Officers assigned to any assignment outside of the Patrol Bureau shall have their overtime calculated on an FLSA Section 7(k) fourteen (14) day period and overtime shall begin to accrue after eighty (80) hours.

Department employees who are not sworn police officers shall have their overtime calculated on an FLSA seven (7) day work period and overtime shall begin to accrue after forty (40) hours.

- B. Changes in regular work days off. If the Department fails to give an employee at least fourteen (14) calendar days' prior notice of a change to the employee's regular days off, the Department will pay the employee for all time worked at a rate of one and one-half times the employee's hourly base rate. The fourteen (14) calendar days' notice required by this subsection shall not apply to a Sworn Police Officer who has not graduated from the field training program or to a Dispatch employee who had not graduated from the communication training program.
- C. Changes in Scheduled Hours. If IFPD fails to give employees at least fourteen (14) calendar days' prior notice of a change to the employee's scheduled hours, the Department will pay the employee for all time worked outside the regularly scheduled hours at the rate of one and one-half times the employee's hourly base rate. This Subsection VI.3 applies to **Sworn Police Officers, Emergency Communication Officers , and Animal Control Enforcement Officers** only. The fourteen (14) calendar days' notice required by this subsection shall not apply to a Sworn Police Officer who has not graduated from the field training program or to a Dispatcher who had not graduated from the communication training program.
- D. Unscheduled Hours (Shift Extensions). All approved unscheduled hours worked by employees, such as shift extensions, shall be paid at the rate of one and one-half times the employee's hourly base rate. This Subsection VI. D applies to **Sworn Police Officers and Emergency Communication Officers only**.
- E. Grant and Billable Details. An employee who works an extra shift, outside of their regularly scheduled hours pursuant to a grant or billable work detail (such as airport operations, DUI saturation grants, seatbelt enforcement grants, school resource functions, etc.), shall be paid

actual hours worked at a rate of one and one-half times the employee's hourly base rate. This Subsection VI.E applies to **Sworn Police Officers** and **Emergency Communication Officers** only.

- F. Compensation for Court/Administrative Proceedings. Employees shall receive compensation for a court or administrative proceeding appearance as a witness subpoenaed by the City, the State of Idaho, the United States or a party to a legal proceeding when the appearance is related to the employee's official duties as follows.

Court or administrative proceeding appearances made while on-duty shall constitute normal hours of work and will be compensated accordingly.

Employees who are required to attend court or other administrative proceedings in person while off-duty will be paid a minimum of four (4) hours at the rate of one and one-half times the employee's hourly base rate. If the off-duty required personal attendance is for more than four (4) hours, then the employee shall be paid with actual time worked at the rate of one and one-half times the employee's hourly base rate. If the off-duty attendance may be accomplished by telephone or teleconference, the employee will be paid a minimum of two (2) hour at the rate of one and one-half times the employee's hourly base rate.

If the court or other administrative proceeding starts immediately at the end of the employee's regular scheduled work shift or starts before the employee's shift ends and extends past when the employee's shift is scheduled to end, the employee will be paid for the actual time worked past the end of their shift at the rate of one and one-half the employee's hourly base rate.

If the prosecutor or subpoenaing authority does not cancel the employee's appearance request forty-eight (48) hours before the court or administrative is scheduled, the employee will be paid as described in this Section VI. F, as long as they were physically able to attend the court or administrative hearing on time. It is the employee's responsibility to call the prosecutor or subpoenaing authority not less than forty-eight (48) hours prior to the scheduled court or administrative proceeding to see whether their appearance is still required.

- G. Standby. Standby is when an employee's off duty activities are restricted in such a way that they are available for an immediate return to work. Employees who are placed on standby shall be compensated with two (2) hours at the employee's hourly base rate for each twenty-four (24) hour "day" they are on standby status.
- H. Callout. Employees who have been released from their scheduled work shift and have been directed to perform work by an appropriate Bureau head or designated representative without at least twenty-four (24) hours advance notice or scheduling shall receive a minimum of two (2) hours compensation at one and one half times the employee's hourly base rate.

Off Duty who are directed to perform work at the employee's current physical location shall receive a minimum of one (1) hour compensation at one and one half times their wage rate.

- I. Compensatory Time. Employees may request compensatory time off in lieu of pay for overtime, and such compensatory time may be allowed, subject to approval of the Bureau Commander.

Employees shall not accrue more than one hundred twenty (120) hours of compensatory time. Employees who have accrued one hundred twenty (120) hours of compensatory time off, shall, for additional overtime hours worked, be compensated with pay at one and one halftime their regular rate of pay.

Utilization of compensatory time. Employees may use their compensatory time when staffing is sufficient to take time off. When there is not sufficient staffing to take time off, compensatory time can only be used if there is someone willing to cover the time for the employee. The Department will attempt to find someone willing to cover the time and will not order someone else to work so that an employee can take compensatory time off.

Employees may cash in up to eighty (80) hours of their accrued compensatory time at the end of each year by notifying the Office of the Chief between April 1 and April 30 and shall be converted in October of the same year.

Upon promotion to a higher pay classification, an employee's compensatory time shall be paid out to the employee prior to the promotion at the employee's regular rate of pay at which they earned the compensatory time.

Exempt Employees are not eligible for compensatory time.

- J. Out of Classification work. When an employee is assigned to work temporarily for forty (40) hours or more at a position in a higher pay classification, the employee shall be compensated as if they had been moved to that higher pay classification but only during the duration of the temporary assignment. The employee will have no expectation that the temporary out of classification assignment is a promotion or is permanent.

VII. Vacation and Holidays

- A. Holiday time. Sworn Police Officers, Emergency Communication Officers, and Animal Services Officers shall have one hundred twenty (120) hours of holiday time placed in their holiday bank on the first pay period of January.

No employee may carry a balance of more than one hundred twenty (120) hours of holiday time at any time.

Employees may cash in up to sixty (60) hours of holiday time by notifying the Office of the Chief during the month of September. The sixty (60) hours of holiday time will be paid in the second pay period of November.

B. Vacation Time. Vacation time is an important benefit for Police Department employees. Vacation time can help reduce stress and improve employee performance. Employees will accrue vacation at different rates based on years of service and as calculated using the method set out in the City Personnel Manual.

C. Shift Bidding.

- a. Patrol Bureau sworn personnel assigned to Patrol Bureau will have the opportunity to bid for use of accrued vacation time and holiday time annually when the Patrol Bureau shift bid is being conducted. The shift bid is done by Department Seniority. Each officer will have the opportunity during the shift bidding process to use up to, but no more than their yearly accrual of vacation time and holiday time. At the conclusion of the shift bidding process and throughout that same calendar year, any additional holiday time or vacation time that has carried over from previous years may be used on a first come, first served basis, and only when mandatory minimum staffing requirements are met for those effected shifts.

Lieutenants and Sergeants assigned to the Patrol Bureau will bid for vacation and holiday time by Department seniority according to the date of promotion with respect to their rank. This Subsection VII.C.a applies to the **Patrol Bureau Sworn Police Officers** only.

- b. Investigations and Special Operations Bureau sworn police officer personnel assigned to the Investigations Bureau will have the opportunity to bid for vacation time and holiday time annually based on their Time on Team Seniority. Officers assigned to the Investigations and Special Operations Bureau may bid up to, but no more than their yearly accrual of vacation time and holiday time during this process. At the conclusion of the vacation bid process any additional holiday time or vacation time that has carried over from previous years may be used on a first come first served basis according to minimum staffing requirements within the Investigations Bureau.

Lieutenants and Sergeants assigned to the Investigations and Special Operations Bureau will bid for vacation time and holiday time by Department Seniority according to the date of promotion with respect to their rank. This Subsection VII. C. b. applies to the investigations employees and Special Operations Bureau Sworn Police Officers only.

VIII. Promotions

Promotions in the Department shall be upon job performance and competitive examinations. All candidates for a promotion must meet the job requirements for the position during the testing cycle. Candidates will not be eligible for promotion until the minimum time requirements for the position have been met. Written examination(s) may be given as often as needed, as determined by the Chief, in order to establish a viable eligibility list. A minimum written test score appropriate for each examination will be

determined and announced at least fourteen (14) days prior to the examination date.

Notice of openings for promotions shall be posted on the Department of Human Resources web page at least fourteen (14) days prior to the date upon which the written examination for the position shall be conducted. This Subsection VIII applies to Sworn Police Officers only.

Tests and consideration for promotional placement may include a written examination, assessment center, and staff evaluations. The methods used and weight to be given grades in each area utilized will be determined by the Chief and announced at least fourteen (14) days prior to the date upon which the examination is to be given.

Where two (2) or more applicants for promotion receive identical grades, their ranking on the eligible list shall be determined by preference given to employment seniority.

The total number of persons allowed to participate in the Department assessment process shall be determined in advance by the Chief. If there are more applicants than the number of positions available for testing in the assessment process, the candidates receiving the highest written exam scores shall be selected for participation in the assessment.

The finished candidate for promotion ranking will form an eligibility list for promotion to the position and will apply to all current openings existing at the time the list is established. The Chief will select, at the Chief's discretion, from the top three (3) candidates on the promotional eligibility list for a period of one (1) year following the initial promotions. Any promotion(s) made following the initial promotions for openings existing at the time the list is established will be subject to and dependent upon an interview and re-evaluation by the Chief of Police based upon the candidate's then-current performance and any pending internal investigations. At the Chief's sole discretion, the promotional eligibility list may be utilized for promotions for up to one (1) additional year following the expiration of the initial one (1) year period the promotion eligibility was established.

IX. Seniority

Seniority shall be applied as described in Section VII for shift bidding and vacation bidding and as described in Section VIII for breaking ties in promotions. Seniority shall not be used for any other purpose in this Police Personnel policy.

X. Grievance Procedure

IV. Purpose.

The purpose of this grievance procedure is to maintain a productive, cooperative, efficient and experienced work force, thereby enhancing the public welfare; to not unjustifiably terminate or treat employees inappropriately; to afford the City administrative staff and employees opportunity to resolve errors, disputes, without the need for judicial intervention. This grievance procedure is the exclusive procedure to be applied to

Department non-probationary sworn officers. All other Department employees shall utilize grievance procedures set out in Section XXIX of the City Personnel Policy Manual.

Grievance Defined.

"Grievance" is any complaint by a regular employee who is subject to this Grievance Procedure and related to the following:

1. A disciplinary action applied to an employee,
2. Action taken by an employee which results in unfair or discriminatory treatment, inequity, or arbitrary or capricious action relative to another employee, based on a legally protected status,
3. Any interpretation or dispute regarding the terms and conditions of this Policy, or
4. Retaliation or recrimination as result of any action by a superior that violates public policy or law.

No Retaliation.

An employee who files a grievance shall be free from restraint, interference, discrimination, or reprisal by the City, its officers or employees, for having filed a grievance.

Privacy.

All documents, records and information generated, compiled or kept in conjunction with a grievance shall be exempt from disclosure to the public to the extent allowed by the Idaho Code (especially Title 74, Chapter 1 commonly known as the "Idaho Public Records Act"). An employee who files a grievance may obtain copies of records related to a grievance pursuant to the Idaho Public Records Act.

Commencing a Grievance.

Every employee is encouraged not to file a grievance until after he or she has made a reasonable effort to resolve the subject matter of the grievance with his or her immediate supervisor or other person against whom the grievance could be filed. Examples of reasonable effort include: meeting informally with the person(s) affected to discuss the matter; engaging a supervisor to assist in resolving a matter; suggesting a compromise or resolution; self-assessment; reviewing a policy with a peer or supervisor to clarify expectations.

A grievance shall be commenced by filing the grievance with the Chief of Police. Such grievance shall be in writing and shall contain the following:

1. The name and job classification of the grievant;
2. The date of the alleged action(s) or omission(s) which form the basis of the grievance;
3. A statement of the facts, materials, and arguments supporting the grievance;
4. A list of all articles, sections, or rules of the Department, City policy, or law which are alleged to have been violated; and
5. The remedy or resolution sought.

Failure of the City to comply with the time limits specified in this grievance process shall automatically and immediately advance the grievance to the next Step in the grievance process. Failure of a grievant to comply with the time limits specified in this grievance policy automatically and immediately results in the denial of the grievance.

The time limits herein stated may be extended only by prior written mutual agreement of the parties.

Grievance Process:

Step 1. Chiefs review. The grievance process shall be initiated by submitting the written grievance to the Chief of Police within fourteen (14) days following the disputed grieved action or inaction or the date that the employee knew or should have known of the action or inaction, whichever is earlier. This requirement is meant to encourage prompt reporting and resolution of the matter grieved.

Within fourteen (14) days following the Chief's receipt of the written grievance, the Chief shall meet with the grievant (and his or her representative, if requested) to discuss the grievance. The Chief shall provide a written response to the grievant within fourteen (14) days following such meeting.

Step 2. Mayor's review. If the grievant does not agree with the Chiefs response in Step 1, the grievance may be submitted by the grievant to the Mayor within fourteen (14) days following the Chiefs response. Within fourteen (14) days following receipt of the grievance and materials from Step 1, the Mayor shall provide a written response to the grievant.

Step 3. Independent review. If the grievant does not agree with the Mayor's response in Step 2, the grievance maybe submitted for independent third-party review in the following manner:

Within twenty-one (21) days following the grievant's receipt of the Mayor's response in Step 2, the grievant shall deliver a written request for independent review to the City Human Resources (HR) Director. The grievant and the HR Director shall meet to select an independent reviewer from a list of qualified reviewers within fourteen (14) days following the receipt of the demand for the grievant for such review.

The HR Director shall maintain a list of not less than five (5) qualified independent reviewers. If the parties are unable to agree upon an independent reviewer, the HR Director and grievant shall alternately strike a name from the list (the first to strike a name shall be determined by coin flip) until the name of only one (1) individual from the list remains. The remaining person shall be the independent reviewer for the grievance.

The independent reviewer shall be selected and engage within fourteen (14) days following a meeting between the grievant and the HR Director to select a reviewer. The review will commence within fourteen (14) days following the reviewer's receipt of grievance material provided by the HR Director. The failure of the reviewer to commence and to complete review within the time periods established shall result in selection of a new reviewer, who will proceed with the process outlined in this Step 3 until a review is completed.

The scope of review by the independent reviewer in Step 3 shall be limited to whether the action taken against the grievant was or resulted in something unfair, discriminatory, inequitable, arbitrary, or capricious, based upon 1. A legally protected status, or 2. whether any Department or City policy was vague, subject to misinterpretation, or erroneously or wrongly applied to the grievant. The reviewer shall have no authority to rule contrary to, expand upon, or eliminate any terms or conditions of a Department policy or City Personnel Policy.

The grievant and the City may submit materials and/or testimony in support of their relative positions, the weight, materiality, and persuasiveness of which shall be determined solely by the reviewer. The reviewer may request additional information or clarification of any party or person and may independently research the matter; however, the reviewer shall have no authority to compel production of any information nor have the authority to compel the presence of testimony of any person. The reviewer shall not attribute any adverse motive or inference to materials not proffered by the grievant or the City.

The reviewer shall be requested to provide the parties with a written statement of relevant criteria and standards and a decision justifying the reviewer's decision regarding the grievance within thirty (30) days of commencement of the review.

An informal group comprised of the Chief of Police, a representative from the HR Department and a representative from the City Attorney's office will meet to confer about the reviewer's decision within fourteen (14) days following the City's receipt of the decision (to consider it and take action, if any, deemed appropriate).

XI. Boot and Cleaning Allowance

All Department members who are required by the Chief to maintain and be in an official Department uniform as part of their employment shall receive four hundred fifty dollars (\$450) annually to be paid on the first pay period of July, if employed on such date. This Subsection XI applies to **Sworn Police Officers, Animal Control and Code Enforcement employees** only.

XII. Career Path

The Department will develop and promote a Career Path Program whose purpose is to develop highly motivated, educated and skilled **non-probationary Police Officers, Sergeants, Lieutenants, Captains, Emergency Communications Officers I, II and III**. This program is intended to encourage and reward these employees for improving and expanding their law enforcement skills. The Career Path Program will be designed to be available to participants who have received an overall acceptable or better on their two (2) most recent performance evaluations. The Career Path Program will be proposed to consist of four (4) categories of achievement: education, leadership, physical fitness, and skills. This Subsection XII applies to **Sworn Police Officers, Animal Services Officers, and Emergency Communication Officers** only.

XIII. Peace Officer Standards and Training (POST) Certificate Pay

The State of Idaho requires both Sworn Police Officers and Emergency Communication Officers to be certified by Idaho POST with a basic certificate. The State then also defines requirements for advanced training and experience to earn additional POST certificates. Sworn Police Officers and Emergency Communications Officers will have a percentage added to their standard hourly rate for their highest earned certificate as follows:

A.	Intermediate Certificate	1.5%
B.	Advanced Certificate	2.25%
C.	Supervisor Certificate	3%
D.	Management Certificate	3%
E.	Master Certificate	3%

XIV. Language pay

As the Idaho Falls Police Department serves a diverse community with many primary languages, each employee qualifying as fluent in American Sign language (ASL), or any of the following spoken languages: Spanish, German, French, Mandarin, Russian, or Portuguese shall be paid a maximum of three (3%) percent added to their standard hourly rate.

XV. Police Employee Association Business

Regular employees elected to an office within an employee association or selected by an employee's association for the purpose of any grievance meeting or presentation of new recommendations, upon notification of the Chief, shall be granted time off to perform such

duties with no loss of pay to the employee, provided such meetings or duties shall not required the employee to leave the City or indulge in any other meetings or business not to exceed a maximum of four (4) people at any one time.