IDAHO FALLS



CITY COUNCIL AGENDA

City of Idaho Falls
City Council Special Meeting
680 Park Avenue

Thursday

December 19, 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, December 19, 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. Municipal Services

1) Renewal of Cityworks Annual Maintenance Agreement **24-428**

Attachments: Invoice_INV8969_1724080154632 (1)
October 2024 Cityworks payment cost codes (1)

B. Public Works:

1) Change Order 6 - Pancheri Drive Bridge over the Snake River Rehabilitation Project **24-425**

Attachments: Change Order Summary
Pancheri Bridge CO 6

C. Idaho Falls Power

1) IFP 25-04 Wood Pole Inventory for Idaho Falls Power **24-433**

Attachments: Copy of Bid tablulation IFP 25-04

2) IFP 25-02 Transformer Inventory for Idaho Falls Power **24-432**

Attachments: 2025 xrfrm bid sheet

3) IFP-25-03 Pad Mount Switchgear Inventory for Idaho Falls Power **24-435**

Attachments: Bid tablulation IFP 25-03

D. Office of the City Clerk

1) Meeting Minutes from Council Meetings **25-100**

Attachments: 2024 1114 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) Frontier Center for the Performing Arts Professional Services **24-419**

This request is to approve a change order to the professional services contract to add construction phases, and administration services for the Frontier Center for the Performing Arts ADA Restroom and Lobby Expansion project.

Action Item:
Accept and approve a change order to the AKM Architecture, P.A. and studio i, llc professional services contract in the amount of $140,000 (or take other action deemed appropriate).

Attachments: Frontier Center Construction Administration
Frontier Center City Council Memo 3-10-23

B. Public Works

2) State Local Agreement and Resolution with the Idaho Transportation Department (ITD) for the Yellowstone Sidewalk Connection **24-429**

Attached for your consideration is a State Local Agreement for design and construction, and Resolution with ITD for the Yellowstone Sidewalk Connection project. The proposed project involves constructing sidewalk on the west side of the Yellowstone Highway between Pancheri Drive and Sunnyside Road. Construction funding is currently programmed in 2026.

Action Item:
Approve the State Local Agreement and Resolution with the Idaho Department of Transportation (ITD) for the Yellowstone Sidewalk Connection and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Attachments: 24705 SLA CR_Ready for Sponsor

3) State Local Agreement and Resolution with the Idaho Transportation Department (ITD) for the Idaho Canal Trail Extension, Sunnyside Road to 49th South. **24-430**

Attached for your consideration is a State Local Agreement for design and construction, and Resolution with ITD for the Idaho Canal Trail Extension, Sunnyside Road to 49th South project. The proposed project involves constructing pathway along the Idaho Canal south of Sunnyside Road to 49th South. Construction funding is currently programmed in 2026.

Action Item:
Approve the State Local Agreement and Resolution with the Idaho Department of Transportation (ITD) for the Idaho Canal Trail Extension, Sunnyside Road to 49th South and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Attachments: 24704 SLA CR_Ready for Sponsor

C. City Attorney

1) Conduct a Public Hearing and Approve an Amendment to City Development Impact Fee Ordinance to Include Section on Mediation **24-434**

Idaho Code Title 67, Chapter 82 authorizes cities and counties to impose development impact fees to cover the costs of necessary infrastructure and facility improvements..

Idaho Code section 67-8212 specifically addresses the requirement that a development impact fee ordinance will provide an option for mediation by an independent party to address disagreements that relate to impact fees for proposed development during an appeal process. The City's first enactment of its development impact fee ordinance included language that addressed mediation. A subsequent amendment to the impact fee ordinance inadvertently removed that language. The proposed amendment restores the language.

Action Item:
Conduct the required Public Hearing and Approve the Amended Ordinance for City Development Impact Fees which includes language pertaining to mediation, pursuant to Idaho Code, under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

Attachments: Ordinance - Title 10 Ch 8 Amending Development Impact Fees - Meditation 11.7.24.pdf

6. Announcements.

7. Adjournment.

Memorandum

File #: 24-428 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Monday, December 9, 2024
DEPARTMENT: Municipal Services

Subject
Renewal of Cityworks Annual Maintenance Agreement

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the renewal of the annual maintenance agreement with Cityworks in the amount of $83,812.50 (or take other action deemed appropriate).

Description, Background Information & Purpose
The City is currently using Cityworks for various city operating functions including within the City Clerk, Community Development Services, Fire, Idaho Falls Power, Municipal Services, Police, and Public Works departments. The Cityworks system was approved through request for proposal (RFP 22-03) during the Thursday, July 14, 2022, City Council meeting for $652,374.00, with annual maintenance and licensing costs estimated on a yearly basis. The annual maintenance for fiscal year 2024/25 is $83,812.50.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The renewal of the Cityworks annual maintenance agreement supports the good governance community-oriented result by providing ongoing maintenance and support of city operating functions.

Interdepartmental Coordination
All relevant system user departments are represented in this request.

Fiscal Impact
Costs for the annual maintenance agreement are shared by the percentage of system users and are included in each department's 2024-25 budgeted operating budgets.

Legal Review

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

Invoice

Azteca Systems, LLC
11075 South State Street, #24
Sandy, UT 84070
Phone: 801-523-2751 | Fax: 801-523-3734
billing@cityworks.com

Date 8/19/2024
Invoice # INV8969
Acct. No. C10872
Due Date 9/18/2024
PO # Signed Quote #Q-39280-1

Bill To
Idaho Falls (ID), City of
PO Box 50220
Idaho Falls ID 83405-0220
United States

Ship To
Idaho Falls (ID), City of
308 Constitution Way
Idaho Falls ID 83402
United States

Item	Start Date	End Date	Amount
ELA - Cityworks Online Server PLL Standard	8/30/2024	10/14/2025	78,963.84
Cityworks Online Logins	8/30/2024	10/14/2025	0.00
Respond - PLL	8/30/2024	10/14/2025	0.00
PLL Native Mobile Apps License	8/30/2024	10/14/2025	0.00
eURL - PLL	8/30/2024	10/14/2025	0.00
Public Access for PLL	8/30/2024	10/14/2025	0.00
Workload - PLL	8/30/2024	10/14/2025	0.00
Web Hooks - PLL	8/30/2024	10/14/2025	0.00
Sandbox	8/30/2024	10/14/2025	4,848.66

Total 83,812.50
Amount Due $83,812.50

Remit Payment To:
Azteca Systems, LLC
FEIN: 81-3929341

Check:
5475 Kellenburger Road
Dayton, OH 45424

Electronic Payment Instructions:
Wells Fargo Bank
Account #: 4943665851
ABA/Routing Number: 121000248
SWIFT Code: WFBIUS6S

Credit Card:
Call 801-523-2751

Department	% of Users	Total Owed	Cost Code	
CDS	38%	$31,848.75	001-1701-505-5801	
City Clerk	2%	$1,676.25	001-0103-501-5801	
Municipal Services	2%	$1,676.25	001-1203-504-5801	
Fire	8%	$6,705.00	001-2303-512-4800	
IFPD	4%	$3,352.50	001-2012-511-5801	
IF Power	9.01%	$7,543.13	064-9010-601-6230	
PW				PW Total is 37% which = $31,010.62 (I took $31,010.62 and broke it down by % of users per Division)
PW-Street		$4,031.41	010-4601541-5801	
PW-Engineering		$14,264.87	001-4201-531-5801	
PW-Water		$9,643.29	061-8201-601-5801	
PW-Waste Water		$1,860.63	068-8401-601-5801	
PW-Sanitation		$1,210.42	062-8601-601-5801	

Total **$83,812.50**

Memorandum

File #: 24-425 **City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director
DATE: Tuesday, December 10, 2024
DEPARTMENT: Public Works

Subject
Change Order 6 - Pancheri Drive Bridge over the Snake River Rehabilitation Project

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approval of the change order and give authorization for the Mayor to sign the necessary documents (or take other action deemed appropriate

Description, Background Information & Purpose
Attached for consideration is change order 6 with Cannon Builders. The change order provides for the installation of a ¾-inch galvanized plate along the compression seal to improve performance and allows 10 additional contract days. The agreed upon cost to complete the additional work is $6,861.49.

Change orders 1-5 were approved in accordance with Resolution 2020-26, which allows staff to approve change orders up to 15% of the contract amount. This project, the 6th change order, pushes above the 15% threshold for staff approval to 15.3% for the project, triggering the need for Council approval. A summary of all six project change orders is included as an attachment.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This action supports the community-oriented result of reliable public infrastructure and transportation by providing improvements to the Pancheri Bridge over the Snake River.

Interdepartmental Coordination
All interdepartmental coordination required for this change order has taken place.

Fiscal Impact

Cost allocation for this project, including change orders, is provided solely through a Strategic Initiatives Grant from the Idaho Transportation Department. No additional funds are required of the city.

Legal Review
The Legal Department has reviewed the change order.

2-37-24-4-STR-2020-21
2024-064

Pancheri Drive Bridge over the Snake River Rehabilitation Project

Original Contract Amount: **$2,411,710.45**

Change Order	Described Work	Cost	% Increase
1	25th E Girder Replacement	$ 251,195.50	110.4%
2	Epoxy Overlay (Bridgeport, Southpoint & Garfield)	$ 73,867.44	113.5%
3	Lighting Conduit Replacement	$ 18,425.79	114.2%
4	Additional Traffic Control for Epoxy Overlay	$ 15,000.00	114.9%
5	Furnish and Install Additional Rebar in E Abutment	$ 4,200.00	115.0%
6	Install Plate for Compression Seal	$ 6,861.49	115.3%
	Total Cost (Original Contract + Change Orders	**$2,781,260.67**	**115.3%**

CITY OF IDAHO FALLS
ENGINEERING DEPARTMENT
Contract Change Order

Project: Pancheri Bridge over Snake River Rehab
Project No: 2-37-24-4-STR-2020-21
Date: December 3, 2024

Change Order No: 6

To: Cannon Builders
You are directed to perform the following changes or additional work, which were not included in the plans and specifications of your Contract.

Provide for the installation of a ¾" galvanized plate along the compression seal for the bridge to Improve the compression and performance.

Increase:	
Compression Seal, Steel and Paint	
1 LS	$6,861.49
Total Increase:	$6,861.49
Net Change Total:	$6,861.49

CITY OF IDAHO FALLS
ENGINEERING DEPARTMENT
Contract Change Order

Project: Pancheri Bridge Over Snake River Rehab
Project No: 2-37-24-4-STR-2020-21
Date: December 3, 2024

Change Order No: 6
Page Number: 2 of 2

Contract Time Adjustment: 10 Calendar Days
New Contract Completion Date: November 29, 2024
Contract Amount Prior to Change Order: **$2,774,399.18**
Total Estimated Increase in Contract Amount: **$6,861.49**
New Contract Amount: **$2,781,260.67**

We, the undersigned Contractor, agree that if this proposal is approved, we will perform the work detailed above and accept payment at the prices shown for the respective items, in accordance with the terms of the original contract or as herein provided.

Contractor Acceptance

By: Gannon Builders — 12/6/24
Contractor — Date

By: — Owner
Signature — Title

Approved for City of Idaho Falls

Date

Public Works Director

Attest, Office Specialist

Memorandum

File #: 24-433 **City Council Meeting**

FROM: Bear Prairie, General Manager
DATE: Wednesday, December 11, 2024
DEPARTMENT: Idaho Falls Power

Subject
IFP 25-04 Wood Pole Inventory for Idaho Falls Power

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve Western United Electric's bid to resupply IFP's pole inventory for a total of $126,860.00 (or take other action deemed appropriate).

Description, Background Information & Purpose
Idaho Falls Power solicited bids from qualified vendors to resupply IFP's wood pole inventory. Two bids were received with Western United Electric being the lowest responsive, responsible bidder.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

This action shows our readiness for healthy economic growth by ensuring a well-supplied inventory so that community infrastructure meets current and future needs. This action also supports the growth and reliability elements of the IFP Strategic Plan.

Interdepartmental Coordination
The City Legal Department

Fiscal Impact
Funding for the purchase of wood poles is in the 2024/25 Idaho Falls Power budget.

Legal Review
The City Legal Department concurs that this purchase complies with Idaho state statute.

Idaho Falls Power
Bid Tabulation

Project: Wood Poles — Number: IFP - 25 - 04
Submitted Krista Thornton Facility Services Manager — Date: 12/4/2024

				TUPS LLC			Western United Electric		
	Description	Quantity	Unit	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time
1	Wood Pole, 35' - Class 5	40	each	$ 800.00	$ 32,000.00	2-3 weeks	$ 608.00	$ 24,320.00	13-14 weeks
2	Wood Pole, 45' - Class 2	50	each	$ 1,914.77	$ 95,738.50	2-3 weeks	$ 1,390.00	$ 69,500.00	13-14 weeks
3	Wood Pole, 50' - Class 2	20	each	$ 2,212.83	$ 44,256.60	2-3 weeks	$ 1,652.00	$ 33,040.00	13-14 weeks
				Total	$ 171,995.10			$ 126,860.00	

Recommended Award

Attending: Krista Thornton
Nikki Bradford

Memorandum

File #: 24-432 **City Council Meeting**

FROM: Bear Prairie, General Manager
DATE: Wednesday, December 11, 2024
DEPARTMENT: Idaho Falls Power

Subject
IFP 25-02 Transformer Inventory for Idaho Falls Power

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve Western United Electric's bid to resupply IFP's transformer inventory for a total of $1,921,303.00 (or take other action deemed appropriate).

Description, Background Information & Purpose
Idaho Falls Power solicited bids from qualified vendors to resupply IFP's transformer inventory. Ten bids were received with Western United Electric being the lowest responsive, responsible bidder. We are recommending awarding the entire bid to one vendor. We consider Pulsemac Solutions LLC as non-responsive due to their failure in providing delivery times.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

This action shows our readiness for healthy economic growth by ensuring a well-supplied inventory so that community infrastructure meets current and future needs. This action also supports the growth and reliability elements of the IFP Strategic Plan.

Interdepartmental Coordination
The City Legal Department

Fiscal Impact
Funding for the transformers is included in the 2024/25 Idaho Falls Power budget.

Legal Review

The City Legal Department concurs that this purchase complies with Idaho state statute.

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Idaho Falls Power

Bid Tabulation

Project: IFP 2025 Transformer Purchase Number IFP 25-02

Submitted: Krista Thornton Facility Services Manager

Item		KVA	Description	Voltage	Qty	Kllen Group America			AMEK A&S Inc.			ULS Corporate	
1-phase 240/120 2 bushing						Unit Price	Extendend Price	Delivery Time	Unit Price	Extendend Price	Delivery Time	Unit Price	Extendend Price
1	91569810015	15	1 Ph u/g	12470 GrdY/7200 - 240/120V	5	$4,047.50	$ 20,237.50	14-16 Weeks		$ -		$7,626.44	$38,132.20
2	91569810025	25	1 Ph u/g	12470 GrdY/7200 - 240/120V	20	$4,647.50	$ 92,950.00	14-16 Weeks		$ -		$7,928.70	$158,574.00
3	91569810037	37.5	1 Ph u/g	12470 GrdY/7200 - 240/120V	20	$5,313.00	$ 106,260.00	14-16 Weeks		$ -		$8,639.90	$172,798.00
4	91569810050	50	1 Ph u/g	12470 GrdY/7200 - 240/120V	20	$5,752.50	$ 115,050.00	14-16 Weeks		$ -		$8,995.50	$179,910.00
5	91569810075	75	1 Ph u/g	12470 GrdY/7200 - 240/120V	30	$6,646.25	$ 199,387.50	14-16 Weeks		$ -		$9,528.90	$285,867.00
6	91569810100	100	1 Ph u/g	12470 GrdY/7200 - 240/120V	30	$7,751.25	$ 232,537.50	14-16 Weeks		$ -		$12,640.40	$379,212.00
7	91569810167	167	1 Ph u/g	12470 GrdY/7200 - 240/120V	10	$10,107.50	$ 101,075.00	14-16 Weeks		$ -		$16,285.30	$162,853.00
1-phase 240/120 3 bushing													
8	91569810325	25	1 Ph u/g	12470 GrdY/7200 - 240/120V	2	$4,740.50	$ 9,481	14-16 Weeks		$ -		$8,106.50	$16,213.00
9	91569810337	37.5	1 Ph u/g	12470 GrdY/7200 - 240/120V	2	$5,413.00	$ 10,826	14-16 Weeks		$ -		$8,817.70	$17,635.40
10	91569810350	50	1 Ph u/g	12470 GrdY/7200 - 240/120V	2	$5,852.00	$ 11,704	14-16 Weeks		$ -		$9,173.30	$18,346.60
11	91569810375	75	1 Ph u/g	12470 GrdY/7200 - 240/120V	4	$6,745.00	$ 26,980	14-16 Weeks		$ -		$9,795.60	$39,182.40
12	91569813100	100	1 Ph u/g	12470 GrdY/7200 - 240/120V	4	$7,851.00	$ 31,404	14-16 Weeks		$ -		$12,729.30	$50,917.20
13	91569813167	167	1 Ph u/g	12470 GrdY/7200 - 240/120V	2	$10,207.00	$ 20,414	14-16 Weeks		$ -		$16,374.20	$32,748.40
3-phase 208/120													
14	91569812045	45	3 Ph u/g	12470 GrdY/7200 – 208Y/120V	2	$10,022.50	$ 20,045	14-16 Weeks		$ -		$11,438.00	$22,876.00
15	91569812075	75	3 Ph u/g	12470 GrdY/7200 – 208Y/120V	2	$11,900.00	$ 23,800	14-16 Weeks		$ -		$14,638.40	$29,276.80
16	91569812012	112.5	3 Ph u/g	12470 GrdY/7200 – 208Y/120V	2	$12,950.00	$ 25,900	14-16 Weeks		$ -		$15,883.00	$31,766.00
17	91569812015	150	3 Ph u/g	12470 GrdY/7200 – 208Y/120V	4	$14,875.00	$ 59,500	14-16 Weeks		$ -		$16,949.80	$67,799.20
18	91569812025	225	3 Ph u/g	12470 GrdY/7200 – 208Y/120V	5	$17,237.00	$ 86,185	14-16 Weeks		$ -		$19,631.50	$98,157.50
19	91569812030	300	3 Ph u/g	12470 GrdY/7200 – 208Y/120V	5	$18,707.50	$ 93,538	14-16 Weeks		$ -		$21,231.70	$106,158.50
20	91569812050	500	3 Ph u/g	12470 GrdY/7200 – 208Y/120V	10	$22,018.75	$ 220,188	14-16 Weeks		$ -		$28,131.13	$281,311.30
21	915 698 12750	750	3 Ph u/g	12470 GrdY/7200 – 208Y/120V	1	$30,275.00	$ 30,275	14-16 Weeks		$ -		$38,621.33	$38,621.33
~~22~~	~~915 698 11000~~	~~1,000~~	~~3 Ph u/g~~	~~12470 GrdY/7200 – 208Y/120V~~	~~1~~	~~$37,450.00~~	~~$ 37,450~~	~~14-16 Weeks~~		~~$ -~~		~~$46,108.30~~	~~$46,108.30~~
3-phase 480/277													
23	91569814875	75	3 Ph u/g	12470 GrdY/7200 – 480Y/277V	2	$12,000.00	$ 24,000	14-16 Weeks		$ -		$14,638.40	$29,276.80
24	91569814812	112.5	3 Ph u/g	12470 GrdY/7200 – 480Y/277V	2	$13,050.00	$ 26,100	14-16 Weeks		$ -		$15,883.00	$31,766.00
25	91569814815	150	3 Ph u/g	12470 GrdY/7200 – 480Y/277V	2	$14,975.00	$ 29,950	14-16 Weeks		$ -		$16,949.80	$33,899.60
26	91569814825	225	3 Ph u/g	12470 GrdY/7200 – 480Y/277V	2	$17,337.00	$ 34,674	14-16 Weeks		$ -		$19,631.50	$39,263.00
27	91569814830	300	3 Ph u/g	12470 GrdY/7200 – 480Y/277V	4	$18,807.50	$ 75,230	14-16 Weeks		$ -		$20,431.60	$81,726.40
28	91569814850	500	3 Ph u/g	12470 GrdY/7200 – 480Y/277V	8	$22,118.75	$ 176,950	14-16 Weeks		$ -		$24,575.13	$196,601.04
29	91569814750	750	3 Ph u/g	12470 GrdY/7200 – 480Y/277V	1	$30,375.00	$ 30,375	14-16 Weeks		$ -		$30,442.53	$30,442.53
~~30~~	~~91569811480~~	~~1000~~	~~3 Ph u/g~~	~~12470 GrdY/7200 – 480Y/277V~~	~~1~~	~~$37,550.00~~	~~$ 37,550~~	~~14-16 Weeks~~		~~$ -~~		~~$34,284.60~~	~~$34,284.60~~
~~31~~	~~91569811500~~	~~1500~~	~~3 Ph u/g~~	~~12470 GrdY/7200 – 480Y/277V~~	~~1~~	~~$49,400.00~~	~~$ 49,400~~	~~14-16 Weeks~~		~~$ -~~		~~$49,931.00~~	~~$49,931.00~~
32	91569812000	2000	3 Ph u/g	12470 GrdY/7200 – 480Y/277V	1	$55,826.00	$ 55,826	14-16 Weeks		$ -		$53,842.60	$53,842.60
~~33~~	~~91569812500~~	~~2500~~	~~3 Ph u/g~~	~~12470 GrdY/7200 – 480Y/277V~~	~~1~~	~~$61,775.00~~	~~$ 61,775~~	~~14-16 Weeks~~		~~$ -~~		~~$66,466.40~~	~~$66,466.40~~
~~34~~	~~91569813750~~	~~3750~~	~~3 Ph u/g~~	~~12470 GrdY/7200 – 480Y/277V~~	~~0~~		~~$ -~~			~~$ -~~		~~$83,001.80~~	~~$0.00~~
Overhead 120/240													
35	91569312400	10	1 Ph o/h	12470 GrdY/7200 – 120Y/240V	7	$2,100.00	$ 14,700.00	14-16 Weeks	$1,984.80	$13,893.60	24 Weeks	$3,297.60	$23,083.20
36	91569312415	15	1 Ph o/h	12470 GrdY/7200 – 120Y/240V	6	$2,201.00	$ 13,206.00	14-16 Weeks	$2,386.80	$14,320.80	24 Weeks	$3,475.40	$20,852.40
37	91569312425	25	1 Ph o/h	12470 GrdY/7200 – 120Y/240V	12	$2,381.00	$ 28,572.00	14-16 Weeks	$2,700.00	$32,400.00	24 Weeks	$4,186.60	$50,239.20
38	91569312437	37.5	1 Ph o/h	12470 GrdY/7200 – 120Y/240V	14	$3,300.00	$ 46,200.00	14-16 Weeks	$3,187.20	$44,620.80	24 Weeks	$4,631.10	$64,835.40
39	91569312410	100	1 Ph o/h	12470 GrdY/7200 – 120Y/240V	4	$6,800.00	$ 27,200.00	14-16 Weeks	$5,272.80	$21,091.20	24 Weeks	$5,964.60	$23,858.40
							$ 2,306,894.50			$ 126,326.40			$ 3,104,832.70

	IRBY (ABB)			Pulsemac Solutions LLC.			Border States			IRBY (Central Maloney)		
Delivery Time	Unit Price	Extendend Price	Delivery Time	Unit Price	Extendend Price	Delivery Time	Unit Price	Extendend Price	Delivery Time	Unit Price	Extendend Price	Delivery Time
12-14 Weeks	$3,880.00	$ 19,400.00	30-32 Weeks	$2,881.50	$ 14,407.50	N/A	$4,593.91	$22,969.55	72 Weeks	$4,850.00	$24,250.00	32-34 Weeks
12-14 Weeks	$4,050.00	$ 81,000.00	30-32 Weeks	$2,994.50	$ 59,890.00		$5,224.55	$104,491.00	72 Weeks	$5,165.00	$103,300.00	32-34 Weeks
12-14 Weeks	$4,350.00	$ 87,000.00	30-32 Weeks	$3,220.50	$ 64,410.00		$6,186.78	$123,735.60	72 Weeks	$5,550.00	$111,000.00	32-34 Weeks
12-14 Weeks	$4,625.00	$ 92,500.00	30-32 Weeks	$3,503.00	$ 70,060.00		$7,003.15	$140,063.00	72 Weeks	$6,250.00	$125,000.00	32-34 Weeks
12-14 Weeks	$5,390.00	$ 161,700.00	30-32 Weeks	$3,995.00	$ 119,850.00		$8,918.15	$267,544.50	72 Weeks	$6,775.00	$203,250.00	32-34 Weeks
12-14 Weeks	$6,790.00	$ 203,700.00	30-32 Weeks	$4,520.00	$ 135,600.00		$10,755.51	$322,665.30	72 Weeks	$8,270.00	$248,100.00	32-34 Weeks
12-14 Weeks	$7,625.00	$ 76,250.00	30-32 Weeks	$5,457.90	$ 54,579.00		$14,098.64	$140,986.40	72 Weeks	$11,300.00	$113,000.00	32-34 Weeks
12-14 Weeks	$5,175.00	$ 10,350	30-32 Weeks	$4,237.50	$ 8,475		$5,752.36	$11,504.72	72 Weeks	$ 5,725	$ 11,450	32-34 Weeks
12-14 Weeks	$5,475.00	$ 10,950	30-32 Weeks	$3,333.50	$ 6,667		$7,009.41	$14,018.82	72 Weeks	$ 5,700	$ 11,400	32-34 Weeks
12-14 Weeks	$4,675.00	$ 9,350	30-32 Weeks	$3,616.00	$ 7,232		$7,750.26	$15,500.52	72 Weeks	$ 6,200	$ 12,400	32-34 Weeks
12-14 Weeks	$5,175.00	$ 20,700	30-32 Weeks	$4,068.00	$ 16,272		$9,272.82	$37,091.28	72 Weeks	$ 7,250	$ 29,000	32-34 Weeks
12-14 Weeks	$6,365.00	$ 25,460	30-32 Weeks	$4,633.00	$ 18,532		$11,469.05	$45,876.20	72 Weeks	$ 8,650	$ 34,600	32-34 Weeks
12-14 Weeks	$7,190.00	$ 14,380	30-32 Weeks	$5,570.90	$ 11,142		$16,017.84	$32,035.68	72 Weeks	$ 11,500	$ 23,000	32-34 Weeks
12-14 Weeks	$24,950.00	$ 49,900	96-98 Weeks	$6,656.00	$ 13,312		$20,430.22	$40,860.44	52 Weeks	$ 25,450	$ 50,900	38-40 Weeks
12-14 Weeks	$26,100.00	$ 52,200	96-98 Weeks	$7,488.00	$ 14,976		$22,245.54	$44,491.08	52 Weeks	$ 27,300	$ 54,600	38-40 Weeks
12-14 Weeks	$27,600.00	$ 55,200	96-98 Weeks	$8,320.00	$ 16,640		$25,183.63	$50,367.26	52 Weeks	$ 27,250	$ 54,500	38-40 Weeks
12-14 Weeks	$29,500.00	$ 118,000	96-98 Weeks	$9,984.00	$ 39,936		$27,316.89	$109,267.56	52 Weeks	$ 30,100	$ 120,400	38-40 Weeks
12-14 Weeks	$34,300.00	$ 171,500	96-98 Weeks	$11,264.00	$ 56,320		$32,104.93	$160,524.65	52 Weeks	$ 29,550	$ 147,750	38-40 Weeks
12-14 Weeks	$38,550.00	$ 192,750	96-98 Weeks	$10,500.00	$ 52,500		$36,734.52	$183,672.60	52 Weeks	$ 31,200	$ 156,000	38-40 Weeks
12-14 Weeks	$47,990.00	$ 479,900	96-98 Weeks	$16,512.00	$ 165,120		$47,730.33	$477,303.30	52 Weeks	$ 50,350	$ 503,500	38-40 Weeks
12-14 Weeks	$70,350.00	$ 70,350	156-158 Weeks	$19,968.00	$ 19,968		$70,331.58	$70,331.58	52 Weeks	$ 84,200	$ 84,200	38-40 Weeks
~~12-14 Weeks~~	~~$93,695.00~~	~~$ 93,695~~	~~156-158 Weeks~~	~~$24,768.00~~	~~$ 24,768~~		~~$87,759.71~~	~~$87,759.71~~	~~52 Weeks~~	~~$ 87,650~~	~~$ 87,650~~	~~38-40 Weeks~~
12-14 Weeks	$26,150.00	$ 52,300	96-98 Weeks	$7,552.00	$ 15,104		$21,895.07	$43,790	52 weeks	$ 26,850	$ 53,700	38-40 Weeks
12-14 Weeks	$27,450.00	$ 54,900	96-98 Weeks	$8,384.00	$ 16,768		$24,758.66	$49,517	52 weeks	$ 26,900	$ 53,800	38-40 Weeks
12-14 Weeks	$28,100.00	$ 56,200	96-98 Weeks	$10,048.00	$ 20,096		$26,661.07	$53,322	52 weeks	$ 30,900	$ 61,800	38-40 Weeks
12-14 Weeks	$34,750.00	$ 69,500	96-98 Weeks	$11,328.00	$ 22,656		$30,274.92	$60,550	52 weeks	$ 27,800	$ 55,600	38-40 Weeks
12-14 Weeks	$36,975.00	$ 147,900	96-98 Weeks	$13,504.00	$ 54,016		$33,944.39	$135,778	52 weeks	$ 30,700	$ 122,800	38-40 Weeks
12-14 Weeks	$44,750.00	$ 358,000	96-98 Weeks	$16,576.00	$ 132,608		$44,017.84	$352,143	52 weeks	$ 43,200	$ 345,600	38-40 Weeks
12-14 Weeks	$66,650.00	$ 66,650	156-158 Weeks	$20,032.00	$ 20,032		$56,965.37	$56,965	52 weeks	$ 58,100	$ 58,100	38-40 Weeks
~~12-14 Weeks~~	~~$74,650.00~~	~~$ 74,650~~	~~156-158 Weeks~~	~~$24,832.00~~	~~$ 24,832~~		~~$70,069.25~~	~~$70,069~~	~~52 weeks~~	~~$ 66,100~~	~~$ 66,100~~	~~38-40 Weeks~~
~~12-14 Weeks~~	~~$93,950.00~~	~~$ 93,950~~	~~156-158 Weeks~~	~~$30,528.00~~	~~$ 30,528~~		~~$101,384.05~~	~~$101,384~~	~~52 weeks~~	~~$ 112,700~~	~~$ 112,700~~	~~38-40 Weeks~~
12-14 Weeks	$114,900.00	$ 114,900	156-158 Weeks	$34,304.00	$ 34,304		$131,426.02	$131,426	52 weeks	$ 122,350	$ 122,350	38-40 Weeks
~~12-14 Weeks~~	~~$138,350.00~~	~~$ 138,350~~	~~156-158 Weeks~~	~~$37,184.00~~	~~$ 37,184~~		~~$152,338.93~~	~~$152,339~~	~~52 weeks~~	~~$ 150,200~~	~~$ 150,200~~	~~38-40 Weeks~~
~~12-14 Weeks~~		~~$~~			~~$~~		~~$136,934.94~~	~~$0~~	~~52 weeks~~		~~$~~	-
12-14 Weeks		$ -		$1,130.00	$ 7,910.00		$2,171.04	$15,197.28	30-32 Weeks	2375	$ 16,625.00	22-24 Weeks
12-14 Weeks		$ -		$1,186.50	$ 7,119.00		$2,539.35	$15,236.10	30-32 Weeks	2750	$ 16,500.00	22-24 Weeks
12-14 Weeks		$ -		$1,333.00	$ 15,996.00		$3,206.72	$38,480.64	30-32 Weeks	2950	$ 35,400.00	22-24 Weeks
12-14 Weeks		$ -		$1,469.00	$ 20,566.00		$4,070.30	$56,984.20	30-32 Weeks	3400	$ 47,600.00	22-24 Weeks
12-14 Weeks		$ -		$2,768.50	$ 11,074.00		$8,525.71	$34,102.84	52 Weeks	5750	$ 23,000.00	22-24 Weeks
		$ 3,323,535.00			$ 1,461,449.30			$ 3,870,345.15			$ 3,651,125.00	

ESSENG Solutions LLC			Western United Electric (Ermco)		
Unit Price	Extendend Price	Delivery Time	Unit Price	Extendend Price	Delivery Time
$10,296.00	$51,480.00	20-22 Weeks	$2,654.00	$13,270.00	12 Weeks
$7,684.00	$153,680.00	20-22 Weeks	$2,928.00	$58,560.00	12 Weeks
$7,986.00	$159,720.00	20-22 Weeks	$3,227.00	$64,540.00	12 Weeks
$9,120.00	$182,400.00	20-22 Weeks	$3,838.00	$76,760.00	12 Weeks
$9,821.00	$294,630.00	20-22 Weeks	$4,879.00	$146,370.00	12 Weeks
$10,693.00	$320,790.00	20-22 Weeks	$5,624.00	$168,720.00	12 Weeks
$13,019.00	$130,190.00	20-22 Weeks	$7,970.00	$79,700.00	12 Weeks
$9,604.00	$19,208	20-22 Weeks	$3,084.00	$6,168.00	12 Weeks
$9,982.00	$19,964	20-22 Weeks	$3,383.00	$6,766.00	12 Weeks
$11,400.00	$22,800	20-22 Weeks	$3,933.00	$7,866.00	12 Weeks
$12,276.00	$49,104	20-22 Weeks	$4,977.00	$19,908.00	12 Weeks
$13,365.00	$53,460	20-22 Weeks	$5,722.00	$22,888.00	12 Weeks
$16,273.00	$32,546	20-22 Weeks	$8,768.00	$17,536.00	12 Weeks
$16,766.00	$33,532.00	20-22 Weeks	$12,876.00	$25,752.00	78 Weeks
$18,518.00	$37,036.00	20-22 Weeks	$13,595.00	$27,190.00	78 Weeks
$21,581.00	$43,162.00	20-22 Weeks	$14,516.00	$29,032.00	78 Weeks
$21,865.00	$87,460.00	20-22 Weeks	$15,848.00	$63,392.00	78 Weeks
$25,046.00	$125,230.00	20-22 Weeks	$18,073.00	$90,365.00	78 Weeks
$27,860.00	$139,300.00	20-22 Weeks	$20,212.00	$101,060.00	78 Weeks
$31,783.00	$317,830.00	20-22 Weeks	$27,448.00	$274,480.00	85 Weeks
$34,673.00	$34,673.00	20-22 Weeks	$38,368.00	$38,368.00	85 Weeks
~~$58,328.00~~	~~$58,328.00~~	~~20-22 Weeks~~	~~$45,775.00~~	~~$45,775.00~~	~~95 Weeks~~
$18,470.00	$36,940.00	20-22 Weeks	$13,460.00	$26,920.00	78 Weeks
$21,378.00	$42,756.00	20-22 Weeks	$14,252.00	$28,504.00	78 Weeks
$23,921.00	$47,842.00	20-22 Weeks	$14,919.00	$29,838.00	78 Weeks
$26,738.00	$53,476.00	20-22 Weeks	$17,305.00	$34,610.00	78 Weeks
$29,470.00	$117,880.00	20-22 Weeks	$18,962.00	$75,848.00	78 Weeks
$30,099.00	$240,792.00	20-22 Weeks	$23,910.00	$191,280.00	85 Weeks
$33,921.00	$33,921.00	20-22 Weeks	$31,846.00	$31,846.00	85 Weeks
~~$38,753.00~~	~~$38,753.00~~	~~20-22 Weeks~~	~~$38,312.00~~	~~$38,312.00~~	~~85 Weeks~~
~~$51,688.00~~	~~$51,688.00~~	~~20-22 Weeks~~	~~$53,900.00~~	~~$53,900.00~~	~~95 Weeks~~
$75,865.00	$75,865.00	20-22 Weeks	$62,446.00	$62,446.00	95 Weeks
~~$92,493.00~~	~~$92,493.00~~	~~20-22 Weeks~~	~~$73,226.00~~	~~$73,226.00~~	~~95 Weeks~~
	~~$~~			~~$~~	
$4,008.00	$28,056.00	20-22 Weeks	$1,454.00	$10,178.00	16 Weeks
$4,914.00	$29,484.00	20-22 Weeks	$1,628.00	$9,768.00	16 Weeks
$4,709.00	$56,508.00	20-22 Weeks	$2,038.00	$24,456.00	16 Weeks
$5,454.00	$76,356.00	20-22 Weeks	$2,531.00	$35,434.00	16 Weeks
$7,927.00	$31,708.00	20-22 Weeks	$5,371.00	$21,484.00	16 Weeks
	$ 3,421,041.00			$ 2,132,516.00	
			Award total	$1,921,303.00	

Memorandum

File #: 24-435 **City Council Meeting**

FROM: Bear Prairie, General Manager
DATE: Thursday, December 12, 2024
DEPARTMENT: Idaho Falls Power

Subject
IFP-25-03 Pad Mount Switchgear Inventory for Idaho Falls Power

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve General Pacific's bid to resupply IFP's switchgear inventory for a total of $156,372.00 (or take other action deemed appropriate).

Description, Background Information & Purpose
Idaho Falls Power solicited bids from qualified vendors to resupply IFP's switchgear inventory. Three bids were received with General Pacific being the lowest responsive, responsible bidder.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

This action shows our readiness for healthy economic growth by ensuring a well-supplied inventory so that the community infrastructure meets current and future needs. This action also supports the growth and reliability elements of the IFP Strategic Plan.

Interdepartmental Coordination
The City Legal Department

Fiscal Impact
Funding for the pad mount switchgear is included in the 2024/25 Idaho Falls Power budget.

Legal Review
The City Legal Department concurs that this purchase complies with Idaho state statute.

Idaho Falls Power
Bid Tabulation

Project: Padmount Switchgear — Number: IFP - 25 - 03
Submitted Krista Thornton Facility Services Manager — Date: 12/2/2024

				GENERAL PACIFIC			ANIXTER			Western United Electric		
	Description	Quantity	Unit	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time
1	Switchgear 600/600 PSE-9	2	each	$ 30,554.00	$ 61,108.00	46-50 Weeks	$ 30,554.00	$ 61,108.00	44-50 Weeks	$ 34,276.00	$ 68,552.00	43-45 Weeks
2	Switchgear 600/600 PSE-11	2	each	$ 31,845.00	$ 63,690.00	46-50 Weeks	$ 31,845.00	$ 63,690.00	44-50 Weeks	$ 33,689.00	$ 67,378.00	43-45 Weeks
3	Switchgear 15KV 600 AMP PSE-9	1	each	$ 31,574.00	$ 31,574.00	46-50 Weeks	$ 31,575.00	$ 31,575.00	44-50 Weeks	$ 35,296.00	$ 35,296.00	43-45 Weeks
				Total	$ 156,372.00			$ 156,373.00			$ 171,226.00	

Recommended Award

Attending: Krista Thornton
Nikki Bradford

Memorandum

File #: 25-100 **City Council Meeting**

FROM: Corrin Wilde, City Clerk
DATE: Thursday, December 12, 2024
DEPARTMENT: Mayor's Office

Subject
Meeting Minutes from Council Meetings

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Minutes from 14 November City Council Meeting.

Description, Background Information & Purpose
These are the 14 November 2024 City Council Meeting Minutes.

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

680 Park Avenue
Idaho Falls, ID 83402

City Council Meeting
Minutes - Draft

Thursday, November 14, 2024, 7:30 PM City Council Chambers

1. Call to Order

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

Also present:

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

2. Pledge of Allegiance

Elijah Garcia, a student at Skyline High School led those present in the Pledge of Allegiance.

3. Public Comment

Danielle Stimpson represented her family/neighborhood and the local ice-skating community. She thanked the City for: Quickly addressing the severe flooding and sewer issues in her neighborhood in May 2023, completing the repairs before Thanksgiving: Installing a safety harness at the skating rink, which has given skating students more confidence and allowed them to land more advanced jumps, and providing additional ice time for the skating club to purchase.

Braeden Ricks is a resident of Rexburg Idaho. Mr. Ricks has recently acquired a long-time-running Christmas lights display and has decided to face the light show on International Way, but there are concerns about illegal parking on that street. Mr. Ricks is requesting the Council consider modifying or removing the law prohibiting parking on International Way so that people can safely view the free holiday display. He explains the display has been a cherished tradition in the community, and the location near the airport helps set a welcoming tone for visitors to the city.

Councilor Francis moved to remove item B. Fire Department (2) Stryker ProCare Maintenance Agreement from the consent agenda and put it on the Regular agenda as item 5 A 1. Seconded by Councilor Freeman. The motion was carried by the following vote: Aye – Councilors Larsen, Burtenshaw, Dingman, Freeman, Francis, Radford. Nay – None

Council President Burtenshaw requested that the agenda be amended to include an Executive Session at the end of the meeting listed as item 7. The good faith reason that it was not included on the agenda is that some new information has come to light today that Council members should be made aware of to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated. The Council will not reconvene after the executive session.

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

4. Consent Agenda

A. Office of the Mayor
Appointments and Reappointments to City Boards, Committees, and Commissions.
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

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

C. Public Works
1) Bid Award - Pancheri Trail Phase 2
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.

D. Municipal Services
1) Purchase Replacement Equipment for Parks and Recreation.
This purchase will replace unit 6808, a 2009 JCB backhoe that has reached the end of its useful life. Sufficient funding for this purchase is located within the 2024/25 Parks and Recreation Municipal Equipment Replacement Fund (MERF) budget.
2) Bid IF-25-003, Purchase Road Salt for Public Works.
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. Sufficient funding for this purchase is located within the 2024/25 Public Works, Streets Division operating budget.
3) Purchase Replacement Equipment for Public Works, Streets Division.
This purchase will replace unit 1506, a 2005 CAT Hydro Excavator that has reached the end of its useful life. Sufficient funding for this purchase is located within the 2024/25 Public Works, Streets Division approved budget.
4) Purchase of in-car Motorola Radios for Police Department
This request is to purchase the annual budgeted in-car radios for the Police Department. The Motorola radios were authorized by the 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. Sufficient funding for this purchase is included within the 2024/25 Police Department equipment budget.

D. Office of the City Clerk

1) Minutes from Council Meetings

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.

2) License Applications

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

5. Regular Agenda

A. Fire Department

1) Approval of Stryker ProCare Maintenance Agreement

Chief Nelson stated that this item was removed from the consent agenda because, within the agreement upon double checking, it was discovered that not all the devices were listed. The contractor redid the contract to include the devices that were previously left off and that changed the dollar amount. $106,612.20 over the course of 3 years with an adjustment of $4,833 for those 3 years or $1,611 annually. Everything else in the contract will remain the same.

It was moved by Councilor Francis, seconded by Councilor Freeman to approve the 3 years of the Stryker ProCare Maintenance Agreement as amended adding $4,833 over the 3 years. The agreement is between the City and Stryker Sales LLC. and gives authorization for the Mayor and City Clerk to sign the necessary documents. The motion carried by the following vote: Aye – Councilors Burtenshaw, Larsen, Radford, Dingman, Freeman, Francis. Nay – None

B. Municipal Services

1) Additional Spending Authority for Professional Audit Services

Director Alexander appeared. 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, and 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.

Councilor Freeman asked if Director Alexander had identified a funding source for the $36,000. Director Alexander stated that the funding source goes back to the single audit.

It was moved by Councilor Larsen, seconded by Councilor Burtenshaw to 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 (The motion carried by the following vote: Aye – Councilors Freeman, Francis, Larsen, Radford, Burtenshaw, Dingman. Nay -None.

C. Public Works

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

Director Fredericksen gave an overview of the State Local Agreement for construction and a Resolution with the Idaho Transportation Department (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. The 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.

It was moved by Councilor Larsen, seconded by Councilor Francis to 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. The motion carried by the following vote: Aye – Councilors Francis, Dingman, Freeman, Larsen, Radford, Burtenshaw. Nay - None.

D. Police Department

1) Revisions to the Police Personnel Manual

The Police Personnel Manual (PPM) was created and approved by the Council in 2017. It undergoes periodic revisions, which require a 30-day notice to employees for comments on proposed changes before being presented to the Council for approval.

Chief Johnson provided an explanation of the latest revisions. These revisions were discussed at the City Council work session on October 7, 2024, and subsequently sent to all IFPD employees on October 8, 2024. Chief Johnson also met with various employee groups to explain the changes. The 30-day comment period ended without any official written comments. However, some patrol officers suggested setting the Holiday bank at 152 hours. Additionally, the IFPD professional staff, who are currently covered by the City Holiday policy, expressed a preference to be included under the PPM Holiday rule.

At the work session, Chief Johnson mentioned that the Council requested a few changes to the policy. These included adding a paragraph back into the policy regarding the grievance process and addressing concerns about new employees having to repay all holiday time if they are only employed for a very short period. These changes have been made as requested by the Council.

It was moved by Councilor Freeman, seconded by Councilor Larsen to approve the revisions to the Police Personnel manual as presented. The motion carried by the following vote: Aye – Councilors Radford, Freeman, Burtenshaw, Francis, Dingman, Larsen. Nay - None.

6. Announcements

The police department has installed a drug drop box available 24/7 to the public in the foyer of the police department located on Northgate Mile. Proper disposal of medications is encouraged to prevent environmental risks.

A Fentanyl Town Hall is scheduled for Tuesday at Talyor View Middle School from 6:30-8:00 PM. The event will feature the US Attorney and experts from various fields to discuss the fentanyl crisis and the city's response. The goal is to provide public education and awareness on the fentanyl issue.

The Downtown Holiday Tre Lighting and Holiday Market are scheduled for the next Saturday. The tree lighting is at 6 PM, and the market starts at 4 PM. The event is a collaborative effort between the City's Parks and Recreation Department and the Idaho Falls Downtown Development Corporation.
City Council meeting Schedule Adjustment for Thanksgiving: The regular Thursday night Council meeting is moved to Tuesday for the Thanksgiving week.

A Work Session will be held on Monday, followed by the Council meeting on Tuesday. The schedule adjustment is to accommodate the holiday.

7. Executive Session:

The Executive Session is being called pursuant to the provisions of Idaho Code Section 74-206 (1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated, but imminently likely to be litigated. The Council will not reconvene in an open session after the Executive Session. The City Council of the City of Idaho Falls met in an Executive Session, on Thursday, November 14, 2024, in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls at 8:15 p.m.

It was then moved by Councilor Burtenshaw, seconded by Councilor Francis, to move into Executive Session (at 8:09 p.m.). The Executive Session was called pursuant to the provisions of Idaho Code Section 74 206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated, but imminently likely to be litigated. The Council will not reconvene in an open session. The motion was carried by the following vote: Aye - Councilors Dingman, Burtenshaw, Francis, Freeman, Larsen, Radford. Nay – none

Call to Order and Roll Call
There were present:
Mayor Rebecca L. Noah Casper
Council President Lisa Burtenshaw
Councilor John Radford

Councilor Kirk Larsen
Councilor Jim Freeman
Councilor Jim Francis

Also Present:
Michael Kirkham, City Attorney
Bryce Johnson, Chief of Police
Jeremy Galbraith, Deputy Chief
Margaret Wimborne, Chief of Staff

The Executive Session was called pursuant to the provisions of Idaho Code Section 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated, but imminently likely to be litigated.

8. Adjournment.

There being no further business, the meeting adjourned at 9:25 PM.

s/ Corrin Wilde
Corrin Wilde, City Clerk

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

Memorandum

File #: 24-419 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Wednesday, November 27, 2024
DEPARTMENT: Municipal Services

Subject
Frontier Center for the Performing Arts Professional Services

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve a change order to the AKM Architecture, P.A. and studio i, llc professional services contract in the amount of $140,000 (or take other action deemed appropriate).

Description, Background Information & Purpose
This request is to approve a change order to the professional services contract to add construction phases, and administration services for the Frontier Center for the Performing Arts ADA Restroom and Lobby Expansion project.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

The professional services change order supports the livable community and reliable public infrastructure community-oriented result by providing professional construction administration services for the Frontier Center for the Performing Arts ADA restrooms and lobby expansion project.

Interdepartmental Coordination
This project has been reviewed with all necessary city departments.

Fiscal Impact
Sufficient funds are included in the Municipal Services Department, Frontier Center Buildings and Repair and Maintenance of Buildings 2024/25 budget.

Legal Review

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

Agreement Between Owner and Architect

AGREEMENT

Made as of the **Fifteenth** day of **March** in the year of **Two Thousand and Twenty-Three**

BETWEEN the Owner: **City of Idaho Falls**
(Name and address) **308 Constitution Way**
Idaho Falls, ID 83402

and the Architects: **AKM Architecture, P.A. / studio i, llc**
379 'A' Street **3745 W. 14000N.**
Idaho Falls, ID 83402 **Felt, ID 83494**

For the following Project:
(Include detailed description of Project, location, address and scope.)

The City of Idaho Falls plans to renovate the existing Idaho Falls Civic Center for the Performing Arts (commonly referred to as the Civic Auditorium). The proposed site is located at 501 Holmes Avenue, Idaho Falls, Idaho. The renovation plans to expand the existing Lobby and Entrance along with new restroom facilities and elevator. The initial conceptual design is completed and now moving into the design development and construction document phases while the funds are being pursued to bid and construct the 8,947 square foot addition.

The Owner and Architects agree as set forth below.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1
ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consist with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2
SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program/conceptual design furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitation set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate on Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.6 CONSTRUCTION PHASE--ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. (*More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2)*

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and progress in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.6.10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.11 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.6.12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimension and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expression the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.19 The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3
ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefore as agreed by the Owner and Architect. The duties, responsibilities and limitations of

authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

.1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;

.2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or

.3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Except as noted in Article 12.1.1, preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Except as noted in Article 12.1.2, providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Except as noted in Article 12.1.3, providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2. Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.5 Providing services relative to future facilities, systems and equipment.

3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

3.4.10 Providing detailed estimates of Construction Cost.

3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.12 Providing analyses of owning and operating costs.

3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 Providing services for planning tenant or rental spaces.

3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4
OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; right-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, other public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4.6 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

ARTICLE 5
CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent the bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

.1 give written approval of an increase in such fixed limit;

.2 authorize rebidding or renegotiating of the Project within a reasonable time;

.3 if the Project is abandoned, terminate in accordance with Paragraph 8.3, or

.4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6
USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7
ARBITRATION

7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules to the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

7.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

7.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 8
TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused by the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:

.1 Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the predesign, site analysis, or Schematic Design Phases; or

.2 Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase, or

.3 Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of the Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

ARTICLE 10
PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

10.2.1.1 Except as noted in Article 12.2.1, expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.1.2 Except as noted in Article 12.2.2, expense of reproductions, postage and handling of Drawings, Specifications and other documents.

10.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

10.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.2.1.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11
BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT of **Zero** Dollars ($**0.00**)
shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

Seven Hundred and Thirty One Thousand dollars and no/cents ($731.000.00) for all the phases; however due to the uncertainty of the fund-raising climate and construction conditions, we reserve the right to possibly re-negotiate the Bidding, Construction and Closeout phases should these phases be out two years from our Construction Document phase completion.

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

Programming:		Percent (1%) = $ 7,000.00
Schematic Design Phase:		percent (5%) = $ 15,000.00
Design Development Phase:		percent (10%) = $ 73,000.00
Construction Documents Phase:		percent (65%) = $485,000.00
Bidding or Negotiation Phase:		percent (3%) = $ 11,000.00
Construction Phase:		percent (15%) = $ 125,000.00
Close-out Phase		percent (2%) = $ 15,000.00
Total Basic Compensation	one hundred	percent (100%) = $ 731,000.00

11.2.3 The fee required to take the project through Bidding (BI) would be *$ 591,000* . With the remaining *$ 140,000* designated for the construction phases (CA, CL) of the process.

It is important to note that the above fee is based on the current approved/ accepted design. The Design Team reserves the right to renegotiate these fees and associated schedule with any extensive revisions to the engineering, scope or design of the project.

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

HOURLY AS FOLLOWS:

Principals:	$140.00/Hour
Drafting:	$85.00/Hour
Clerical:	$65.00/Hour

For purposes of this agreement, the Principals are:
Roxane L. Mitro & Richard Dodge

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

HOURLY AS FOLLOWS:

Principals:	$140.00/Hour
Drafting:	$85.00/Hour
Clerical:	$65.00/Hour

For purposes of this agreement, the Principals are:
Roxane L. Mitro & Richard Dodge

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of **One (1.0)** times the amounts billed to the Architect for such services.

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple **One point one (1.10)** times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within **Twenty-Four (24)** months of date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable **Thirty (30)** days from the date of the Architect's invoice. Amounts unpaid **Thirty one (31)** days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

ARTICLE 12
OTHER CONDITIONS OR SERVICES

12.1 ADDITIONAL BASIC SERVICES

12.1.1 Paragraph 3.3.3 is included as part of the Basic Services when such changes are necessitated as a result of errors in the Contract Documents or, when in the judgment of the Architect, are relatively small in nature.

12.1.2 Paragraph 3.3.4 is included as part of the Basic Services.

12.1.3 Paragraph 3.4.1 is included as part of the Basic Services.

12.2 REIMBURSABLE EXPENSES

12.2.1 The expense of reproduction, postage, and handling described in 10.2.1.2 shall apply only to final review sets and bid sets. The expense of reproduction, postage, copying and handling associated with the normal production, review, and coordination of work is included as part of the Basic Services.

OWNER
CITY OF IDAHO FALLS

_____
(Signature)

_____
(Printed name and title)

_____
(Date)

ARCHITECTS
AKM ARCHITECTURE, P.A.

_____
(Signature)

Roxane L. Mitro, President
(Printed name and title)

_____
(Date)

studio i, llc

_____
(Signature)

Richard Dodge, President
(Printed name and title)

_____
(Date)

FROM: Pam Alexander, Municipal Services Director
DATE: Friday, March 10, 2023
DEPARTMENT: Municipal Services

Subject
Idaho Falls Civic Center for the Performing Arts Conceptual Design Professional Services Agreement

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve a professional services contract with architects AKM Architecture, P.A. and studio i, llc for $591,000 (or take other action deemed appropriate).

Description, Background Information & Purpose
The city received two proposals for Request for Proposal (RFP) IF-22-01 for conceptual design services for the Idaho Falls Civic Center for the Performing Arts ADA Restrooms and Lobby Expansion project. The RFP was evaluated by five evaluators and the AKM/studio i proposal received a score of 91 and the recommendation for award.

The project's conceptual design goal is to expand the lobby, install ADA restrooms below the lobby, install an elevator for access to the restrooms and mezzanine for construction cost estimate of $6.7M. Of this total, the ADA access project scope is estimated to be 49% of the total or $3.3M. The proposed professional services contract total of $591,000 will include programming, schematic design, design development, construction, and bidding phases. As part of the proposal, AKM and studio i will be leading a team of local civil, structural, electrical, and mechanical engineering firms. An additional $140,000 may be designated for approval of the construction phases, pending the outcome of a capital campaign.

The Idaho Falls Civic Center for the Performing Arts Foundation, a 501(c)(3) organization has been meeting with community members as part of a study to determine the feasibility of a capital campaign to fund the construction portion of the project. The committee has received positive feedback and the Foundation anticipates transitioning into the capital campaign phase of the project.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☒ ☐ ☐ ☒

The professional services contract supports the livable community and reliable public infrastructure community-oriented result by renovating the Idaho Falls Civic Center for the Performing Arts to provide access to ADA restrooms and facility improvements for patrons and performers.

Interdepartmental Coordination
This project has been reviewed with all necessary city departments.

Fiscal Impact
Funds for the professional services contract include approved American Rescue Plan Act (ARPA) funds in the amount of $300,000, ADA committee approved project funds, Civic, and building maintenance funds.

Legal Review
The City Attorney concurs that the desired Council action is within State Statute.

Memorandum

File #: 24-429 **City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director
DATE: Tuesday, December 10, 2024
DEPARTMENT: Public Works

Subject
State Local Agreement and Resolution with the Idaho Transportation Department (ITD) for the Yellowstone Sidewalk Connection

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 Yellowstone Sidewalk Connection 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 design and construction, and Resolution with ITD for the Yellowstone Sidewalk Connection project. The proposed project involves constructing sidewalk on the west side of the Yellowstone Highway between Pancheri Drive and Sunnyside Road. Construction funding is currently programmed in 2026.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☒ ☒ ☐ ☒

This Agreement supports the community-oriented results of livable, safe and secure community and reliable public infrastructure and transportation by constructing sidewalk where none currently exists along a busy arterial roadway.

Interdepartmental Coordination
Project reviews will be conducted with all necessary city departments to ensure coordination of project activities.

Fiscal Impact
Total estimated project costs amount to $803,000.00, of which, the city will be required to pay a 7.34% match of $58,940.00.

Legal Review
The Agreement has been reviewed by the City Attorney.

2-37-25-1-STR-2025-11
2024-065

STATE/LOCAL AGREEMENT
(DESIGN AND CONSTRUCTION)
PROJECT NO. A024(705)
YELLOWSTONE AVENUE SIDEWALK
KEY NO. 24705

PARTIES

THIS AGREEMENT is made and entered into this _____day of _____, _____, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State and the **CITY OF IDAHO FALLS**, acting by and through its MAYOR AND COUNCIL, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested funding under the Large Urban Carbon Reduction Program. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal-aid participation in the work.

The Sponsor acknowledges that this Agreement covers a project wherein federal aid funds will be allocated, and Sponsor will comply with the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.

NOTE: The Sponsor is responsible for complying with all project requirements and project administration procedures outlined in the Transportation Alternatives Program Manual available at http://apps.itd.idaho.gov/apps/manuals/manualsonline.html .

Since certain functions under this Agreement are to be performed by the State, involving the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs related to the project for work off the State Highway System.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act, in obtaining federal participation in the design and construction of the project.

2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23 U.S. Code (Highways) and rules and regulations prescribed or

promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.

3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at: *https://apps.itd.idaho.gov/PayITD* .

4. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. The maximum Federal-Aid for this project is $744,060.

5. Scheduled funding for this project is listed on the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:

   a. Project Development - $40,000
      (PE-$40,000)
   b. Utilities - $0
   c. Construction (CN) - $763,000
   d. Total Estimated Project Costs - $803,000

6. The Sponsor**'s** match for this project will be provided in cash in the amount of 7.34 percent of the entire project (currently $58,940).

7. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Roadway Design Manual, or as subsequently revised. The current version of the Roadway Design Manual can be viewed at the following web site: http://itd.idaho.gov/manuals/ManualsOnline.html .

SECTION II. That the Sponsor shall:

1. Provide a funding match of 7.34% of the Total Estimated Project Costs of $803,000 and assume responsibility for all costs of the project over and above the federal-aid limit noted in Section I, Paragraph 4 above.

2. Pay to the State the sum of **THREE THOUSAND DOLLARS ($3,000)**, estimated to be the total expense to the State for this project. This amount will be applied towards the Sponsor's match. Upon project completion, if the estimated expense does not reflect the true cost of the work performed by the State, the Sponsor shall remit to the State the additional sum needed to cover the actual costs incurred by the State**.**

3. Designate an authorized representative to act on the Sponsor's behalf. That authorized representative's name is _____, Phone No. _____.

4. With the assistance of the State, secure the services of a consultant to design the project, and provide a copy of the project plans, specifications and estimate to the State for review and approval.

5. Before advertisement for bids, provide to the State a certification that all rights-of-way, easements, permits, materials sources, and agreements necessary for the construction and maintenance of the project have been acquired. The Sponsor will also certify that the contract proposal includes FHWA Form 1273 (Federal-aid Contract Provisions), and will provide an environmental determination in accordance with 23CFR 771.117.

6. Before advertisement for bids, provide to the State for review and approval a copy of the Contract Proposal form, Notice to Contractors, and construction plans, specifications and estimate. After the project is advertised for bids, provide the State with a copy of the bidding documents.

7. Advertise for the construction of the project, open bids, prepare a contract estimate of cost based on the successful low bid in accordance with State laws on procurement procedures for local governments, and request State concurrence prior to award.

8. Award a contract for construction of the project based on the successful low bid, and provide the State a copy of the contract.

9. During construction of the project, Sponsor will provide a project manager and staff to administer and inspect the project, and to provide inspection diaries and support to the State's Engineer.

10. The Sponsor shall prepare all monthly and final contract estimates and change orders, and submit all major change orders to the State for approval. During the life of the construction contract, prior approval of the State will be obtained if it is necessary to deviate from the plans and specifications to such a degree that the nature of the completed work is significantly changed.

11. In cooperation with the State, establish and cause to be maintained all construction traffic controls deemed necessary to best serve the public interests and to expedite the work in accordance with the MUTCD.

12. At no cost to the federal-share, cause to be replaced to original, equal or better condition any existing pavement, regulatory signs, and other similar items damaged as a result of the contractor's operation, except as hereafter stated as obligations of the State.

13. During design and construction of the project, be responsible for payment of all invoices for work performed on the project. The Sponsor will provide monthly invoices, and proof of payment of same, to the State for reimbursement of the federal-aid share, up to the federal-aid limit noted in Section I, Paragraph 4 above.

14. Maintain all project records, including source documentation for all expenditures for a period of three (3) years from the date of final acceptance. Provide the State an electronic copy of these documents and records upon completion of the project. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.

15. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the building and landscape as is necessary for safe and efficient utilization in accordance with approved agreement with State, Federal, and Local preservation entities.

16. Comply with Exhibit B attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Exhibit B if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.

17. Comply with all other applicable State and Federal regulations.

18. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the 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 Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

SECTION III: That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of design and construction costs, up to a maximum of the federal-aid limit noted in Section I, Paragraph 4 above.

2. Assist in the selection of a Consultant, negotiate, and furnish the Agreement for

Consultant Services and any supplements thereto, to be used between the Sponsor and Consultant on this project.

3. Review and approve the project plans and specifications.

4. Authorize the Sponsor to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications.

5. Appoint the Local Highway Technical Assistance Council (LHTAC) as the contract administrator for the State.

6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise construction in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. Review for approval all major change orders submitted by the Sponsor**,** and conduct a final inspection of the project when completed.

7. Upon receipt of monthly invoices from the Sponsor, submit same to the Federal Highway Administration for reimbursement at the federal-aid participation rate of 92.66%, up to a maximum of the federal-aid limit noted in Section I, Paragraph 4 above.

8. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.

9. Cooperate with the Sponsor in selection and designation of suitable construction traffic control during project construction.

10. Designate an authorized representative to act on the State's behalf. That authorized representative's name is _____, Phone No. _____.

SECTION IV. Both Parties agree as follows:

1. Federal participation is contingent upon ultimate completion of the project. If for any reason the project is removed from the program without being completed, then the Sponsor shall be responsible for One Hundred Percent (100%) of all project costs, and shall pay back to the State all costs previously reimbursed. If the Sponsor's deposit exceeds project costs, then the State shall return the unspent balance to the Sponsor**.**

2. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular 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.

3. All information, regulatory and warning signs, pavement or other markings, traffic signals required, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.

4. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.

5. This Agreement shall become effective on the first day mentioned above, and shall remain in full force and effect until amended or replaced upon mutual consent of the State and the Sponsor**.**

EXECUTION

This Agreement is executed for the State by its Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of City of Idaho Falls.

IDAHO TRANSPORTATION DEPARTMENT

_____
Division Administrator

ATTEST:

_____
City Clerk

CITY OF IDAHO FALLS

_____
Mayor

By regular/special meeting
on _____.

wd: Key No. 24705

EXHIBIT B

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations**. The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. http://apps.itd.idaho.gov/apps/ocr/index.aspx

2. **Nondiscrimination**. The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.

5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:

    - Withholding of payments to the Consultant until they have achieved compliance;
    - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
    - Cancellation, termination or suspension of the Agreement, in whole or in part;
    - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or $7,700, whichever is less.

6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of $10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non- discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Implementation Procedures
This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.

2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.

4. Adequately implement the civil rights requirements.

5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.

6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.

7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.

8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.

9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure
Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

a) The date of alleged act of discrimination; or
b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

a) Name, address, and phone number of the complainant.
b) Name(s) and address(es) of alleged discriminating official(s).
c) Basis of complaint (i.e., race, color, national origin or sex)
d) Date of alleged discriminatory act(s).
e) Date of complaint received by the Sponsor.
f) A statement of the complaint.
g) Other agencies (state, local or Federal) where the complaint has been filed.
h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8884

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions
In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Revised: 03-09, 08-10, 08-17

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 YELLOWSTONE AVENUE SIDEWALK; 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 A024(705) 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

Memorandum

File #: 24-430 **City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director
DATE: Tuesday, December 10, 2024
DEPARTMENT: Public Works

Subject
State Local Agreement and Resolution with the Idaho Transportation Department (ITD) for the Idaho Canal Trail Extension, Sunnyside Road to 49th South.

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 Idaho Canal Trail Extension, Sunnyside Road to 49th South 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 design and construction, and Resolution with ITD for the Idaho Canal Trail Extension, Sunnyside Road to 49th South project. The proposed project involves constructing pathway along the Idaho Canal south of Sunnyside Road to 49th South. Construction funding is currently programmed in 2026.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☒ ☐ ☐ ☒

This Agreement supports the community-oriented results of livable community and reliable public infrastructure and transportation by constructing new pathway along the Idaho Canal.

Interdepartmental Coordination
Project reviews will be conducted with all necessary city departments to ensure coordination of project activities.

Fiscal Impact
Total estimated project costs amount to $393,000.00, of which, the city will be required to pay a 7.34% match of $28,846.00.

Legal Review

The Agreement has been reviewed by the City Attorney.

2-38-32-2-STR-2025-10
2024-066

STATE/LOCAL AGREEMENT
(DESIGN AND CONSTRUCTION)
PROJECT NO. A024(704)
IDAHO CANAL PATH; SUNNYSIDE TO 49TH S
KEY NO. 24704

PARTIES

THIS AGREEMENT is made and entered into this _____day of _____, _____, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State and the **CITY OF IDAHO FALLS,** acting by and through its MAYOR AND COUNCIL, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested funding under the Large Urban Carbon Reduction Program. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal-aid participation in the work.

The Sponsor acknowledges that this Agreement covers a project wherein federal aid funds will be allocated, and Sponsor will comply with the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.

NOTE: The Sponsor is responsible for complying with all project requirements and project administration procedures outlined in the Transportation Alternatives Program Manual available at http://apps.itd.idaho.gov/apps/manuals/manualsonline.html .

Since certain functions under this Agreement are to be performed by the State, involving the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs related to the project for work off the State Highway System.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act, in obtaining federal participation in the design and construction of the project.

2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23 U.S. Code (Highways) and rules and regulations prescribed or

promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.

3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at: *https://apps.itd.idaho.gov/PayITD* .

4. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. The maximum Federal-Aid for this project is $364,154.

5. Scheduled funding for this project is listed on the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:

   a. Project Development - $20,000
      (PE-$3,000 , PL- $17,000)
   b. Utilities - $0
   c. Construction (CN) - $373,000
   d. Total Estimated Project Costs - $393,000

6. The Sponsor**'s** match for this project will be provided in cash in the amount of 7.34 percent of the entire project (currently $28,846).

7. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Roadway Design Manual, or as subsequently revised. The current version of the Roadway Design Manual can be viewed at the following web site: http://itd.idaho.gov/manuals/ManualsOnline.html .

SECTION II. That the Sponsor shall:

1. Provide a funding match of 7.34% of the Total Estimated Project Costs of $393,000 and assume responsibility for all costs of the project over and above the federal-aid limit noted in Section I, Paragraph 4 above.

2. Pay to the State the sum of **THREE THOUSAND DOLLARS ($3,000)**, estimated to be the total expense to the State for this project. This amount will be applied towards the Sponsor's match. Upon project completion, if the estimated expense does not reflect the true cost of the work performed by the State, the Sponsor shall remit to the State the additional sum needed to cover the actual costs incurred by the State**.**

3. Designate an authorized representative to act on the Sponsor's behalf. That authorized representative's name is _____, Phone No. _____.

4. With the assistance of the State, secure the services of a consultant to design the project, and provide a copy of the project plans, specifications and estimate to the State for review and approval.

5. Before advertisement for bids, provide to the State a certification that all rights-of-way, easements, permits, materials sources, and agreements necessary for the construction and maintenance of the project have been acquired. The Sponsor will also certify that the contract proposal includes FHWA Form 1273 (Federal-aid Contract Provisions), and will provide an environmental determination in accordance with 23CFR 771.117.

6. Before advertisement for bids, provide to the State for review and approval a copy of the Contract Proposal form, Notice to Contractors, and construction plans, specifications and estimate. After the project is advertised for bids, provide the State with a copy of the bidding documents.

7. Advertise for the construction of the project, open bids, prepare a contract estimate of cost based on the successful low bid in accordance with State laws on procurement procedures for local governments, and request State concurrence prior to award.

8. Award a contract for construction of the project based on the successful low bid, and provide the State a copy of the contract.

9. During construction of the project, Sponsor will provide a project manager and staff to administer and inspect the project, and to provide inspection diaries and support to the State's Engineer.

10. The Sponsor shall prepare all monthly and final contract estimates and change orders, and submit all major change orders to the State for approval. During the life of the construction contract, prior approval of the State will be obtained if it is necessary to deviate from the plans and specifications to such a degree that the nature of the completed work is significantly changed.

11. In cooperation with the State, establish and cause to be maintained all construction traffic controls deemed necessary to best serve the public interests and to expedite the work in accordance with the MUTCD.

12. At no cost to the federal-share, cause to be replaced to original, equal or better condition any existing pavement, regulatory signs, and other similar items damaged as a result of the contractor's operation, except as hereafter stated as obligations of the State.

13. During design and construction of the project, be responsible for payment of all invoices for work performed on the project. The Sponsor will provide monthly

invoices, and proof of payment of same, to the State for reimbursement of the federal-aid share, up to the federal-aid limit noted in Section I, Paragraph 4 above.

14. Maintain all project records, including source documentation for all expenditures for a period of three (3) years from the date of final acceptance. Provide the State an electronic copy of these documents and records upon completion of the project. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.

15. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the building and landscape as is necessary for safe and efficient utilization in accordance with approved agreement with State, Federal, and Local preservation entities.

16. Comply with Exhibit B attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Exhibit B if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.

17. Comply with all other applicable State and Federal regulations.

18. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the 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 Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

SECTION III: That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of design and construction costs, up to a maximum of the federal-aid limit noted in Section I, Paragraph 4 above.

2. Assist in the selection of a Consultant, negotiate, and furnish the Agreement for Consultant Services and any supplements thereto, to be used between the Sponsor and Consultant on this project.

3. Review and approve the project plans and specifications.

4. Authorize the Sponsor to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications.

5. Appoint the Local Highway Technical Assistance Council (LHTAC) as the contract administrator for the State.

6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise construction in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. Review for approval all major change orders submitted by the Sponsor**,** and conduct a final inspection of the project when completed.

7. Upon receipt of monthly invoices from the Sponsor, submit same to the Federal Highway Administration for reimbursement at the federal-aid participation rate of 92.66%, up to a maximum of the federal-aid limit noted in Section I, Paragraph 4 above.

8. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.

9. Cooperate with the Sponsor in selection and designation of suitable construction traffic control during project construction.

10. Designate an authorized representative to act on the State's behalf. That authorized representative's name is _____ _____, Phone No. _____.

SECTION IV. Both Parties agree as follows:

1. Federal participation is contingent upon ultimate completion of the project. If for any reason the project is removed from the program without being completed, then the Sponsor shall be responsible for One Hundred Percent (100%) of all project costs, and shall pay back to the State all costs previously reimbursed. If the Sponsor's deposit exceeds project costs, then the State shall return the unspent balance to the Sponsor**.**

2. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular 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.

3. All information, regulatory and warning signs, pavement or other markings, traffic signals required, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.

4. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.

5. This Agreement shall become effective on the first day mentioned above, and shall remain in full force and effect until amended or replaced upon mutual consent of the State and the Sponsor**.**

EXECUTION

This Agreement is executed for the State by its Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of City of Idaho Falls.

IDAHO TRANSPORTATION DEPARTMENT

_____
Division Administrator

ATTEST:

_____
City Clerk

By regular/special meeting
on _____.

CITY OF IDAHO FALLS

_____
Mayor

wd: Key No. 24704

EXHIBIT B

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations**. The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. http://apps.itd.idaho.gov/apps/ocr/index.aspx

2. **Nondiscrimination**. The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

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5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:

    - Withholding of payments to the Consultant until they have achieved compliance;
    - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
    - Cancellation, termination or suspension of the Agreement, in whole or in part;
    - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or $7,700, whichever is less.

6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of $10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non- discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Implementation Procedures
This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.

2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.

4. Adequately implement the civil rights requirements.

5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.

6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.

7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.

8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.

9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure
Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

a) The date of alleged act of discrimination; or
b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

a) Name, address, and phone number of the complainant.
b) Name(s) and address(es) of alleged discriminating official(s).
c) Basis of complaint (i.e., race, color, national origin or sex)
d) Date of alleged discriminatory act(s).
e) Date of complaint received by the Sponsor.
f) A statement of the complaint.
g) Other agencies (state, local or Federal) where the complaint has been filed.
h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8884

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions
In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Revised: 03-09, 08-10, 08-17

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 IDAHO CANAL PATH; SUNNYSIDE TO 49TH S ; 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 A024(704) 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

Memorandum

File #: 24-434 **City Council Meeting**

FROM: Jacob Beck, Assistant City Attorney
DATE: Wednesday, December 11, 2024
DEPARTMENT: City Attorney

Subject
Conduct a Public Hearing and Approve an Amendment to City Development Impact Fee Ordinance to Include Section on Mediation

Council Action Desired
☒ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Conduct the required Public Hearing and Approve the Amended Ordinance for City Development Impact Fees which includes language pertaining to mediation, pursuant to Idaho Code, under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

Description, Background Information & Purpose
Idaho Code Title 67, Chapter 82 authorizes cities and counties to impose development impact fees to cover the costs of necessary infrastructure and facility improvements..

Idaho Code section 67-8212 specifically addresses the requirement that a development impact fee ordinance will provide an option for mediation by an independent party to address disagreements that relate to impact fees for proposed development during an appeal process. The City's first enactment of its development impact fee ordinance included language that addressed mediation. A subsequent amendment to the impact fee ordinance inadvertently removed that language. The proposed amendment restores the language.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

Ordinance promotes the good governance planning objective.

Interdepartmental Coordination
Municipal Services

Fiscal Impact
There is no anticipated fiscal impact to the City Budget.

Legal Review
The Legal Department has prepared the proposed ordinance.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 10, CHAPTER 8, SECTION 10 TO RESTORE THE EXPLICIT REQUIREMENT FOR THE CITY TO MEDIATE DURING A FEE PAYER'S IMPACT FEE APPEAL; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, on April 13, 2023, in Ordinance 3510, the City amended Title 10, Chapter 8 to update, clarify, and adjust the Development Impact Fee ordinance in response to the City's experience and receipt of comments and suggestions from various sources to improve the Ordinance; and

WHEREAS, Idaho Code § 67-8212 requires that a development impact fee ordinance provide an option for mediation by an independent party to address disagreements related to an impact fee for a proposed development during an appeal process; and

WHEREAS, Ordinance 3510 inadvertently removed the explicit requirement that the City mediate during an impact fee appeal process; and

WHEREAS, the Council desires to restore the removed language and explicitly commit to mediating disputes that may arise from the assessment of an impact fee on a proposed development.

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

SECTION 1: Title 10, Chapter 8, Section of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

10-8-10: APPEALS. The decisions of the Fee Administrator may be appealed as provided in this Section:

A. Any fee payer who is or may be obligated to pay an impact fee, may appeal a decision made by the Fee Administrator to the Council. Such decisions that may be appealed include:

1. The applicability of an impact fee to the development.

2. The amount of an impact fee to be paid for the development.

3. The availability, amount or application of any credit.

4. The amount of any refund, reimbursement or credit.

A fee payer may pay an impact fee under protest in order to obtain a development approval or building permit(s) and, by paying such impact fee, shall not be estopped from exercising the

rights of appeal provided herein, nor shall the fee payer be estopped from receiving a refund of any amount deemed to have been illegally collected. Upon final disposition of an appeal, the impact fee shall be adjusted or refunded, if necessary, in accordance with the decision rendered.

B. In order to pursue an appeal, the fee payer shall file a written notice of appeal with the Clerk within fifteen (15) days after the date of the notice of decision being appealed or the date on which the fee payer submitted a payment of impact fees under protest, whichever is later. Such written appeal shall include a statement describing why the appellant believes that the decision was in error, together with copies of any documents that the appellant believes supports their claim.

C. The Clerk shall notify the fee payer of the hearing date on the appeal, which notice shall be given no less than fifteen (15) days prior to the date of the hearing. The Council shall hear the appeal within forty-five (45) days after receipt of a written notice of appeal.

D. The appellant shall have a right to attend and to present evidence in support of the appeal. The Fee Administrator, City staff member, or their representative(s), shall likewise have the right to attend and to present evidence in support of the Fee Administrator's decision. The burden of proof in the hearing shall be on the fee payer to demonstrate to the Council by a preponderance of evidence that the appeal should be granted.

E. A fee payer may request that the City enter into mediation by a qualified independent party to address a disagreement related to the impact fee for new growth and development. If both parties agree to mediation, costs for the independent mediation service shall be shared equally by the fee payer and the City. Mediation may take place at any time during an appeals process; however, any time limitation relevant to an appeal shall be tolled until the mediation occurs.

F. Appeal consideration by the Council is limited to whether this Chapter was correctly interpreted, correctly applied, and the amount of the impact fee, credit, reimbursement, or refund was properly calculated. The criteria to be used by the Council shall be whether the decision or interpretation made by the Fee Administrator or the alternative decision or interpretation offered by the appellant, more accurately reflects the intent of this Chapter that new growth and development in the City pay its proportionate share of the costs of system improvements for Public Facilities necessary to serve new development.

G~~F~~. The Council shall modify the amount of the impact fee, credit, refund or reimbursement only if there is a preponderance of the evidence in the record that the Fee Administrator erred, based upon the methodologies contained in the Impact Fee Study, this Chapter and/or capital improvements plans. The decision of the Council shall be final.

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

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

SECTION 4. Publication and Effective Date. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect not less than thirty (30) days following its passage, approval, and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2024.

ATTEST: CITY OF IDAHO FALLS, IDAHO

_____ _____

CORRIN WILDE, CITY CLERK REBECCA L. NOAH CASPER, Ph.D., MAYOR

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, CORRIN WILDE, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

THAT THE ABOVE AND FOREGOING IS A FULL, TRUE AND CORRECT COPY OF THE ORDINANCE ENTITLED, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 10, CHAPTER 8, SECTION 10 TO RESTORE THE EXPLICIT REQUIREMENT FOR THE CITY TO MEDIATE DURING A FEE PAYER'S IMPACT FEE APPEAL; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____

CORRIN WILDE, CITY CLERK

(SEAL)