CITY COUNCIL MEETING
Thursday, July 9, 2020
7:30 p.m.

CITY COUNCIL CHAMBERS
680 Park Avenue
Idaho Falls, ID 83402

Thank you for your interest in City Government. In compliance with the Idaho Rebounds Stage 4 guidelines, which discourage public gatherings, the City of Idaho Falls hereby provides reasonable means for citizens to participate in the above-noticed meeting. *Citizens are strongly encouraged to wear face masks for the protection of others.* The City believes strongly in public participation and has therefore identified the following ways to participate in this meeting:

General Meeting Participation.

1. Livestream on the Internet. The public may view the meeting at www.idahofallsidaho.gov. Meetings are also archived for later viewing on the City's website.
2. Email. Public comments may be shared with the Mayor and members of the City Council via email at any time. Electronic addresses for elected officials are located at https://www.idahofallsidaho.gov/398/City-Council.
3. In-person attendance. The public may view the meeting from the Council Chambers, or, if the Chambers are full, via livestream in a nearby room. To comply with the Centers for Disease Control and Prevention (CDC) social distancing guidelines, appropriate seating will be provided in the Council Chambers and in a nearby overflow room. Such seating is available on a first-come, first-served basis.

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

1. **Call to Order.**

2. **Pledge of Allegiance.**

3. **Public Comment.** *Members of the public may address the City Council regarding matters that are **not** on this agenda or already noticed for a public hearing. When you address the Council, please state your name and city for the record and please limit your remarks to three (3) minutes. Please note that matters currently pending before the Planning Commission or Board of Adjustment, which may be the subject of a pending enforcement action or which are relative to a City personnel matter, are not suitable for public comment.*

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

A. Items from Municipal Services:

1) Treasurer's Report for the month of May, 2020
2) Minutes from the June 15, 2020 City Council Work Session; June 18, 2020 City Council Meeting; June 22, 2020 City Council Work Session and Executive Session; and, June 25, 2020 City Council Meeting
3) License Applications, all carrying the required approvals

RECOMMENDED ACTION: 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. Community Development Services

1) CV CDBG Allocations and Substantial Amendments to CDBG Plan: As part of the 2020 Coronavirus Aid, Relief, and Economic Security (CARES) Act, Idaho Falls was allocated additional Community Development Block Grant (CDBG) funding. This funding was specifically intended to aid in the prevention of and recovery from Coronavirus (COVID-19). Specific guidelines and requirements were given for the procedure for utilizing these funds. Following these guidelines and requirements, staff is recommending three actions. First, to amend the citizen participation plan to allow for shorter advertising and public comment periods. Second, to make a substantial amendment to the CDBG action plan to include CV CDBG funding. Third, to approve the requests received so far for CV CDBG funding. At this point, there are still funds remaining in the City's CV CDBG allocation and staff is planning another round of applications in the fall.

RECOMMENDED ACTIONS (in sequential order):

a. Approve the Resolution adopting a substantial amendment to the CDBG Program Year 2020 Annual Action Plan, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

b. Approve the Resolution amending the CDBG Program Year 2020 Citizen Participation Plan applicable to the 2016-2020 Five-Year Consolidated Plan, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

c. Approve the Resolution approving CV CDBG funding allocations and including said allocations in the amended CDBG Program Year 2020 Annual Action Plan, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

B. Municipal Services

1) Transfer of Fire Equipment to Raft River Fire Protection District: In 2018 and 2019, the Idaho Falls Fire Department (IFFD) acquired through the Department of Defense (DOD) Fire Fighter Program (FFP) the two vehicles to assist in the wildland urban interface areas in Bonneville County as well as to provide additional resources for mutual aid and assist the Idaho Department of Lands. Due to the acquisition of more efficient water tenders, the department has not utilized this equipment and does not plan to in the future. Through the DOD FFP there is no cost to the municipal fire departments to receive such equipment.

RECOMMENDED ACTION: Approve transfer of City property of one tan Eastern Technologies XM-1098 tank semitrailer and one BAE Tactical Systems M1088 all-wheel drive tractor truck to Raft River Fire Protection District (or take other action deemed appropriate).

2) IF-20-23, Underground Fiber Project Phase II – Electric and Fiber: This contract will provide underground conduit and handhole installation services for electric and residential fiber. The project scope is estimated to be 80% electrical and 20% fiber.

RECOMMENDED ACTION: Accept and approve the bid from the lowest responsive and responsible bidder, Bluelake Utility Services, LLC of Meridian, Idaho for a total contract amount of $354,700.00 (or take other action deemed appropriate).

C. Idaho Falls Power

1) Construction Agreement for Fiber Optic Cable Splicing: Approval of these three contracts will allow Idaho Falls Power/Fiber (IFP/IFF) to contract for services on an as-needed basis and obtain the best pricing for fiber optic cable splicing as part of the City of Idaho Falls Fiber Expansion Project, which was approved by the Idaho Falls City Council on October 17, 2019. IFF will use the lowest cost available contractor for each specific splicing project.

RECOMMENDED ACTION: Approve the Construction Agreements with Advanced Cable Technology, LLC., Cook Cabling, and Spligitty for fiber optic cable splicing at a not-to-exceed total amount of $100,000 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

D. Public Works

1) Bid Award – Wastewater Treatment Plant Secondary Clarifier 2 Mechanism Reconstruction: On Tuesday, June 30, 2020, bids were received and opened for the Wastewater Treatment Plant Secondary Clarifier 2 Mechanism Reconstruction project. The purpose of the proposed bid award is to enter into contract with the bidder to furnish all tools, labor, equipment, and materials necessary to install the drive mechanism, reconstruct the collection arms, tower and center pier for final clarifier 2.

RECOMMENDED ACTION: Approve the plans and specifications, award to the sole bidder, Quality Steel, Inc., an amount of $145,607.94, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

2) Approval of the State/Local Agreement with the Idaho Transportation Department for the Holmes Avenue Safety Audit: For consideration is a State/Local Agreement and Resolution with the Idaho Transportation Department (ITD) for the development of the Holmes Avenue Safety Audit. The safety audit is intended to study Holmes Avenue from Northgate Mile, south to York Road and will help identify safety concerns on this corridor and potential remedies to address them.

RECOMMENDED ACTION: Approve the State/Local Agreement for the Holmes Avenue Safety Audit, and the accompanying Resolution, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

3) Approval of a Resolution providing for Right-of-Way Acquisitions necessary for the 17th Street and Woodruff Avenue Intersection Improvement Project: The purpose of the resolution is to establish an approval process for the procurement of sixteen (16) parcels of property at or near the intersection of 17th Street and Woodruff Avenue. Conditions of this resolution include authorization for the Mayor to approve all purchases up to a value of $75,000.00. Acquisitions exceeding $75,000.00 shall be presented to City Council for approval. Additionally, Chris Fredericksen, Public Works Director, will be granted the authority to sign all closing documents for required parcels.

RECOMMENDED ACTION: Approve the Resolution providing for the purchase of Right-of-Ways and Easements required for the 17th Street and Woodruff Avenue Intersection Improvement Project, and

give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

6. **Coronavirus (COVID-19) Update.**

Mayor and/or staff report and Council discussion.

POSSIBLE ACTIONS: Direction to Mayor and/or staff regarding the adoption of a masking order or other action(s) in response to the COVID-19 pandemic.

7. **Announcements.**

8. **Adjournment.**

IDAHO FALLS

MEMORANDUM

FROM: Josh Roos, City Treasurer
DATE: Monday, June 29, 2020
RE: Treasurer's Report for May 2020

Council Action Desired

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

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

Description, Background Information & Purpose

A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending May 2020, total cash and investments total $129M. Total receipts received and reconciled to the general ledger were reported at $13.5M, which includes revenues of $11.7M and interdepartmental transfers of $1.8M. Total disbursements reconciled to the general ledger were reported at $15.6M, which includes salary and benefits of $7.6M, operating costs of $6.2M and interdepartmental transfers of $1.8M. As reported in the attached investment report, the total investments reconciled to the general ledger were reported at $116.7M.

Relevant PBB Results & Department Strategic Plan

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The monthly Treasurer's Report supports the Good Governance result by providing sound fiscal management and enable trust and transparency.

Interdepartmental Coordination

Not applicable.

Fiscal Impact

Not applicable.

Legal Review

Not applicable.

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

FUND	BEGINNING CASH & INVESTMENTS	TOTAL RECEIPTS	TOTAL DISBURSEMENTS	ENDING BALANCE CASH & INVESTMENTS
GENERAL	$9,871,716.44	$2,484,461.62	$5,541,308.12	$6,814,869.94
STREET	$3,399,476.11	$222,083.46	$428,750.41	$3,192,809.16
RECREATION	($228,690.19)	$83,904.38	$103,979.80	($248,765.61)
LIBRARY	$3,320,353.99	$12,930.37	$420,745.82	$2,912,538.54
AIRPORT PFC FUND	$0.00	$11,098.77	$11,098.77	$0.00
MUNICIPAL EQUIP. REPLCMT.	$13,837,446.32	$318,913.96	$577,797.84	$13,578,562.44
EL. LT. WEATHERIZATION FD	$3,219,383.43	$70,864.36	$17,067.74	$3,273,180.05
BUSINESS IMPRV. DISTRICT	$86,094.04	$631.10	$0.00	$86,725.14
GOLF	($387,348.93)	$337,504.98	$414,234.03	($464,077.98)
SELF-INSURANCE FD.	$2,937,502.93	$141,559.98	$63,785.97	$3,015,276.94
HEALTH & ACCIDENT INSUR.	$4,635,234.50	$14,311.02	$10,000.00	$4,639,545.52
WILDLAND	$204,260.17	$630.64	$0.00	$204,890.81
SANITARY SEWER CAP IMP.	$2,752,763.60	$72,285.07	$0.00	$2,825,048.67
MUNICIPAL CAPITAL IMP.	$1,651,189.94	$5,097.95	$0.00	$1,656,287.89
STREET CAPITAL IMPROVEMENT	$890,935.87	$21,084.53	$0.00	$912,020.40
BRIDGE & ARTERIAL STREET	$769,859.19	$113,502.14	$3,214.09	$880,147.24
WATER CAPITAL IMPROVEMENT	$4,741,289.13	$132,574.45	$0.00	$4,873,863.58
SURFACE DRAINAGE	$203,627.99	$4,971.01	$0.00	$208,599.00
TRAFFIC LIGHT CAPITAL IMPRV.	$1,074,692.05	$39,113.88	$5,358.36	$1,108,447.57
PARKS CAPITAL IMPROVEMENT	$24,366.88	$156,106.38	$0.00	$180,473.26
FIRE CAPITAL IMPROVEMENT	($2,618,584.59)	$0.00	$0.00	($2,618,584.59)
ZOO CAPITAL IMPROVEMENT	$104,465.31	$11,195.53	$0.00	$115,660.84
CIVIC AUDITORIUM CAPITAL IMP.	$199,612.65	$3,991.30	$0.00	$203,603.95
GOLF CAPITAL IMP.	$127,449.42	$37,814.33	$0.00	$165,263.75
POLICE CAPITAL IMPROVEMENT	($667,059.95)	$0.00	$0.00	($667,059.95)
AIRPORT	($443,752.99)	$1,577,927.59	$466,562.53	$667,612.07
WATER	$6,931,441.27	$852,152.58	$820,467.17	$6,963,126.68
SANITATION	$3,808,705.06	$423,094.05	$649,689.79	$3,582,109.32
AMBULANCE	($1,678,341.84)	$847,679.01	$604,115.28	($1,434,778.11)
IDAHO FALLS POWER	$52,343,273.96	$4,523,483.23	$4,508,533.85	$52,358,223.34
FIBER	$213,666.01	$80,455.89	$346,660.63	($52,538.73)
WASTEWATER	$19,805,418.86	$962,676.91	$652,209.51	$20,115,886.26
TOTAL ALL FUNDS	**$131,130,446.63**	**$13,564,100.47**	**$15,645,579.71**	**$129,048,967.39**

CITY OF IDAHO FALLS
INVESTMENT RECONCILIATION
May-20

	BOND	AGENCY	TREASURY	CERTIFICATES	MONEY MARKET	CASH/EQUIVALENT	TOTAL
LPL				$1,264,614.07		$5,386.82	$1,270,000.89
LGIP					$20,192,230.55		$20,192,230.55
WELLS FARGO	$40,423,379.09	$13,175,318.50	$9,384,332.52	$6,001,528.86	$5,836,950.91		$74,821,509.88
DA DAVIDSON				$1,030,420.00		$250,267.09	$1,280,687.09
WASHINGTON FEDERAL				$255,597.82			$255,597.82
ISU				$265,613.35			$265,613.35
KEY BANK	$1,432,938.20	$1,545,358.76	$2,542,923.60			$199,869.56	$5,721,090.12
IDAHO CENTRAL				$4,252,983.99			$4,252,983.99
BANK OF IDAHO				$6,620,530.94			$6,620,530.94
BANK OF COMMERCE				$2,009,836.06			$2,009,836.06
	$41,856,317.29	$14,720,677.26	$11,927,256.12	$21,701,125.09	$26,029,181.46	$455,523.47	**$116,690,080.69**

June 15, 2020 - Unapproved

The City Council of the City of Idaho Falls met in Council Work Session, Monday, June 15, 2020, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

Call to Order and Roll Call:
There were present:
Mayor Rebecca L. Noah Casper
Councilmember Michelle Ziel-Dingman (by WebEx until 6:00 p.m.)
Councilmember John Radford (by WebEx)
Councilmember Thomas Hally
Councilmember Jim Freeman (by WebEx)
Councilmember Jim Francis
Councilmember Shelly Smede

Also present:
Chris Fredericksen, Public Works Director
Kelly Hoopes, Horrocks Engineers Deputy Project Manager
Karen Hiatt, Idaho Transportation Department (ITD) Engineering Manager
Ryan Day, ITD Project Manager
Bryce Johnson, Police Chief (by WebEx)
Bill Squires, Police Captain
Jeremy Galbreaith, Police Captain
Joel Tisdale, Police Captain
Jessica Clements, Police Public Information Officer
Pamela Alexander, Municipal Services Director
Mark Hagedorn, Controller
Josh Roos, Treasurer
Ed Morgan, Civic Center for the Performing Arts Manager
Michael Kirkham, Assistant City Attorney
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:02 p.m. with the following items:

Idaho Transportation Department (ITD) I15/US20 Project Update:
Director Fredericksen introduced ITD members. He then turned the presentation to Mr. Hoopes. Mr. Hoopes stated several level of alternatives have been reviewed and presented to the public. The alternatives were reduced to C, E1, E2, and H. Following a cost-risk analysis and value-engineering study these alternatives were then reduced to C, E, and H. The Level 3 screening occurred on March 11 and 12, during the beginning of the pandemic, with presentations planned for the public. The next community working group will be held on July 8, although the public involvement date is to be determined. The Planning Environmental Linkage (PEL) study will then be finalized in early fall. Mr. Hoopes reviewed the area map, which keeps the public informed of the project. He stated the many different types of interchanges are still at the planning level and any development will occur in the later stages. He briefly reviewed the purpose and need, the PEL process, and, the National Environmental Policy Act (NEPA) process (required for federal funding).
Mr. Hoopes reviewed the following alternatives:
Alternative C3 – most feasible and economical although this alternative is not recommended to move forward.
Alternative E3 – crossing moved north of Alternative C. Exit 119 moves north away from Grandview and introduces a new interchange.
Alternative H2 – moves to a connecting roadway of I15 and US20 with 49th in between.
Mr. Hoopes reviewed the schedule, currently in finalizing the PEL. He also reviewed the Level of Service and traffic concerns. He then presented projected simulations of traffic growth from present time to 2045 of a no-build model; Alternative E3; and, Alternate H (a split interchange movement). Mayor Casper questioned if projected traffic

includes potential Idaho National Laboratory (INL) projects. Ms. Hiatt stated this conversation has been and will continue to occur. She noted the greater increase of traffic may occur on Broadway. She also stated the design should be completed in fall 2020 and will wait for additional funding. The project has been moved into funding year FY2022 although the project could be completed sooner dependent on funding. To the response of Councilmember Francis, Mr. Day stated the interim solutions would go away. Councilmember Freeman questioned land acquisition and personal property impact. Ms. Hiatt stated these are considered when determining alternatives. She noted large infrastructure projects will cause an impact which ITD will address. Director Fredericksen noted the traffic simulation models indicate the need. This will not address issues on Broadway as there as are limited crossings for the river and railroads. Mr. Day noted additional river crossings will be needed. Mr. Hoopes encouraged individuals to stay up-to-date with the project with the ITD website information.

Part I. Idaho Falls Police Department (IFPD) Policies, Practices, and Procedures (Overview, 8 Can't Wait, and, Local Arrest Data):

Mayor Casper stated the nation is currently going through a variety of dialogue and she believes Councilmembers need to more-fully understand how the IFPD operates prior to questioning/requesting change. These conversations will occur in the next several City Council Work Sessions. She also noted data driven decisions have been one (1) of the three (3) City goals for several years.

Chief Johnson expressed his appreciation to the IFPD. He stated it is important to rely on founding principles, philosophies, and, documents to guide the decisions, understanding, and, reactions of the IFPD. The Mission, in partnership with the people of Idaho Falls, is to create an environment free from crime and the fear of crime. Chief Johnson stated the IFPD is united in a spirit of teamwork. He believes the IFPD is a group of professionals and he is proud to serve with this group. He stated the IFPD officers should be and are held accountable while providing a necessary environment to create healthy individuals. Chief Johnson stated the Core Values include honor, integrity, trust, and, excellence. He emphasized integrity - doing the right thing when no one else knows what you're doing and, he believes a bright light will be shown on the decision. He stated the Philosophy means the community and the police must work together to solve problems. He also stated this is the 125th year anniversary of IFPD. He believes attitudes and laws have been based on this anniversary and are a reflection of a greater community. He also believes there is no value in name-calling.

Chief Johnson reviewed the Calls for Service stating 2019 was a banner year for the IFPD: the crime rate decreased by approximately 7%; calls for service increased by approximately 4%; and, clearance rates (number of cases solved) increased by approximately 10%, including two (2) major cold cases (Angie Dodge and Stephanie Eldredge). Chief Johnson stated 81 officers are currently deployable. He realizes police issues are everywhere as the Bright Light Test. He believes the IFPD will stand tall in the Bright Light Test with great character although this also has an impact on law enforcement personnel. He also believes there needs to be a balance while realizing the candidate pool for law enforcement personnel has decreased. Chief Johnson stated per review of the policies, it was determined there were several gaps in the policy manual. Several items were not even understood since most items related to Salt Lake City (SLC) events. He believes the manual came from the SLC manual in the 1990's. The IFPD has since moved to Lexipol which is a leading policy management service; it is based off case law, federal, and state law; it is also based off best practice policies; and, there are automatic updates. All policy review is currently in progress with all high liability policies and use of force policy review occurring in the last four (4) months. Chief Johnson is confident the policy is up-to-date. Chief Johnson believes there is a tremendous amount of common ground with 8 Can't Wait and 90+% of these ideas are currently or will be implemented. He stated Use of Force has previously been documented but not in a way to obtain statistics – a Use of Force reporting system has been implemented within the last year. Chief Johnson reviewed Use of Force data included in the 2019 report which includes 49,425 incidents, 2,538 arrests, and, 122 use of force in arrests. He noted the use of force rate for the first four (4) months of 2020 is approximately 2.8%. Chief Johnson reviewed the demographics of traffic stops (he noted this is not a complete year of data) for Caucasian (81.39% of stops), Hispanic (13.45% of stops), African American (1.55% of stops), and, American Indian/Alaskan Native (.29% of stops). He also reviewed the training schedule for 2020 stating the IFPD receives 100+ hours of annual training which is five (5) times of what is required by Peace Officer Standards and Training

(POST). Training includes crisis intervention, de-escalation, defensive tactics, use of force, implicit bias training, mental health, first aid, etc.

Chief Johnson reviewed 8 Can't Wait as follows:
1-Ban Chokeholds and Strangleholds (use carotid control as an alternative method)
2-Require De-escalation (always reactive to what other person is doing)
3-Require Warning Before Shooting (almost always occurs (100% is not possible or practicable))
4-Require Exhausting All Alternatives Before Shooting (more than 90% in agreement)
5-Duty To Intervene (advantage of using Lexipol)
6-Ban Shooting At Moving Vehicles (this cannot be achieved 100% of the time)
7-Require Use of Force Continuum (must be reasonable and necessary given the situation)
8-Require Comprehensive Reporting (IFPD has embraced this 100%)

Chief Johnson stated the use of body cameras has been accelerated due to previous Council decision and a U.S. Department of Justice (DOJ) grant. He noted the body camera battery will not last an officer for the entire shift, therefore, the IFPD is actively searching for solutions for additional resources.

Chief Johnson stated the IFPD has been engaging with the community for several years although there is not always interest with the community to build a relationship. Recent IFPD community events have included the Riverwalk BBQ, African American Alliance, outreach with Community Groups, and, CommUNITY event. Chief Johnson believes trust goes both ways and can be lost with one (1) careless act. If officers act with good intent and good faith, they are doing their best to protect the community and they are doing their best as they have been trained, Chief Johnson has promised this will not result in termination, however, he stated there is no place in law enforcement for bad behavior. He reiterated his belief that the IFPD is united as a department and he again expressed his appreciation and gratitude to the IFPD.

Councilmember Dingman expressed her appreciation for this information as she believes this is an on-going process and she believes this is a step in the right direction. She also expressed her appreciation for the annual IFPD report. Councilmember Dingman requested discussion of the de-escalation tactics/engagement of minimal crimes policy. She also requested a summary of messages obtained at the Riverwalk BBQ. General comments followed including the IFPD workload, the number of officers, and, mental health issues. Councilmember Radford expressed his appreciation to the IFPD for the de-escalation training over the course of the previous years. Councilmember Freeman stated it's very assuring to know the IFPD was reviewing their policies prior to the current events. Councilmember Francis concurred with Councilmember Freeman. He expressed his appreciation to Chief Johnson, He also requested introduction to the bias training. Mayor Casper stated the IFPD will be presenting additional information to the City Council at future Work Sessions.

Acceptance and/or Receipt of Minutes:
It was moved by Councilmember Francis, seconded by Councilmember Radford, to receive the recommendations from the Planning and Zoning Commission meeting on June 2 pursuant to the Local Land Use Planning Act (LLUPA). Roll call as follows: Aye – Councilmembers Smede, Hally, Radford, Dingman, Freeman, Francis. Nay – none. Motion carried.

Calendars, Announcements and Reports
June 18, City Council Meeting
June 20, Airport Leadership Workshop
June 22, City Council Work Session
June 24, Annual Public Works Utility Meeting
June 25, Idaho Falls Power (IFP) Board Meeting; and, City Council Meeting

Mayor Casper briefly reviewed the 2020 Budget Calendar. She stated times for the Budget Sessions will be finalized in the near future. She also stated several dates have become available due to the cancellation of several meetings due

to the Coronavirus. Mayor Casper distributed information from Governor Brad Little regarding funding for a new program to support public safety which would pass those savings onto property taxpayers. The funding will be dependent on the number of cities who chose to participate. Mayor Casper stated use of the WebEx platform will be available as long as needed/preferred. She also stated the recent Association of Idaho Cities (AIC) online workshops will be available until fall 2020.

Coronavirus (COVID-19) Update:
Mayor Casper stated cases in this area have increased which is to be expected due to Stage 4 which permits larger gatherings. She believes there is a relaxed behavior of mask wearing in the community. Mayor Casper stated this disease has proven to be more deadly than other common diseases. Captain Squires stated the antibodies testing is showing a large number of cases in Idaho although he believes the increasing number of cases are well within the limit that health care facilities can treat. Mayor Casper noted the first COVID-19 death has occurred in Bonneville County.

Liaison Reports and Council Concerns:
Councilmember Dingman reminded the Council that the June 20 Airport Leadership Workshop will be held at the Activity Center.
Councilmember Radford stated Community Development Services Department recently received an award for The Bonneville project.
Councilmember Freeman stated the City recently received an award from AIC for the Liiingo app.
Councilmember Smede stated a structural assessment at the Wes Deist Aquatic Center will occur on June 16.
Councilmember Hally recommended the Council read a book on health care coverage.
Councilmember Francis stated the Recreation Center and the Aquatic Center are now open and, $40,000 has been received from Rotary for Heritage Park. He recognized the enthusiasm of the Parks and Recreation staff.

License Denial Training:
Mr. Fife stated an appeal from a Pawn Shop license denial will be forthcoming. He explained the appellant will present followed by staff's presentation. The Council then has the option to grant or uphold the denial based upon misinformation. Per Mayor Casper, Mr. Fife stated Pawn Shops are regulated per City Code and the owner of a Pawn Shop cannot be a convicted felon. Captain Squires noted the exclusion for a Pawn Shop license is fairly simple as compared to other license statutes. Following brief comments, it was determined the appeal hearing will be scheduled for the June 25 City Council Meeting.

Child Care Licensing Follow-up Discussion:
Councilmember Francis believes the law on City governance is necessary to protect the best interest of the community and the City ordinance pertaining to the background of the individual is appropriate. He also believes Captain Squires and Mr. Kirkham have accomplished the background license issue. He does not believe the State regulations are strong enough. He is hopeful the Council will believe the City regulations are a service to the community. Mr. Kirkham stated, per the discussion at the May 18 Council Work Session, a comparison of City and State regulations have been provided. He noted there are substantial similarities, including prevention of a license for specific crimes. He reviewed the three (3) different aspects of facilities, workers and applicants, and, background checks:
State and City Facilities – owners must be licensed with a background check prior to opening a facility. Facilities are grouped into large, medium, and small facilities. Background checks are required for non-providers and residents (including workers and employees) prior to contact with children. Fire and safety inspections are required. Ratios are required with more workers based on the age of the children. The City has additional requirements for fire extinguishers and outdoor exits. The City also prohibits second-floor facilities with more than five (5) children and regulates all day cares, including small day cares (1-5 children). The State only regulates large and medium facilities, there are no requirements for small facilities. The State also has no requirement for outdoor area, insurance, or, zoning checks. The proposed City amendment would not adjust these areas.
Worker Requirements – the State made changes at the recent legislative session which prompted changes with the City as the City cannot have less restrictions than the State. The State requires a background check (mostly on the honor system) every five (5) years; the City requires a license with a background check every two (2) years. The

proposed amendment would extend the City license to five (5) years. The State requires one (1) adult to have First Aid training; the City requires all workers to have First Aid training. The State requires four (4) hours of child care training; the City requires eight (8) hours of child care training upon renewal. The State has no age limit for workers; the City will not license anyone under 16 years old (16 and 17 year olds must be supervised at all times). The State background check changed from 'shall' to 'may' for several different categories; the City background check 'shall' include for several categories including the Child Abuse Registry. Mr. Kirkham stated the long delay on City licenses have been due to the Child Abuse Registry check from the State. The proposed amendment would allow the City to perform a State-wide criminal identification check and the Federal Bureau of Investigation (FBI) check (in most cases this would take three (3) business days) and the City would issue a provisional, revocable license that would allow the applicant to immediately begin working. This provisional license would be valid for 45 days until the results from the Child Abuse Registry check are received.
Background Checks – the State allows five-year prohibition with "felony controlled substance conviction"; the City requires life prohibition. The proposed amendment would allow life prohibition for "felony controlled substance conviction" and five-year prohibition for "misdemeanor controlled substance conviction". Other proposed amendments would include one-year prohibition on those taken into alcohol, drug, or mental health protective custody; a 90-day "time out" for those who supply false information on the application; removes general felony conviction prohibition in favor of specific felonies; and, removes moral turpitude in favor for specific crimes. Mr. Kirkham stated the City's goal is to minimize risks to the children at the facility and not to be a secondary tribunal. Mayor Casper believes this proposed amendment is a compromise for the current concerns/issues regarding childcare. To the request of Mayor Casper, all Councilmembers are in favor of moving forward with the proposed amendment to be included on the June 18 City Council Meeting.

Door-to-Door Ordinance Discussion:
Mr. Kirkham stated the proposed amendment would change the disqualifying crimes. He noted it had been suggested that the license was not a risk-mitigation tool but rather a punishment for those wanting to work, particularly with the first amendment right. The proposed amendment would also extend the turn-around time for issuance of a license from five (5) business days to fifteen (15) business days and, would also amend the timeframes for specifically-committed crimes. These specific crimes were reviewed. Mr. Kirkham stated Legal staff has strongly recommended this ordinance be amended. Mayor Casper believes there needs to be a balance between first amendment rights and the safety of individuals. To the response of Mayor Casper, Captain Squires stated there have been previous safety issues. Following brief comments, follow-up discussion will occur at a future City Council Work Session.

Comprehensive Planning and Annexation Hearings Process Briefing:
This item was postponed until the June 22 City Council Work Session.

Moss Adams Financial Audit Services Update:
Director Alexander stated this contract, for Fiscal Year ending September 2020, is being presented to Council earlier than normal due to the Moss Adams schedule. Hearing no issues from the Councilmembers, Mayor Casper stated this item will be included on the June 18 City Council Meeting agenda.

Second Quarter and Year-end Forecast Finance Presentation:
Director Alexander noted this presentation to Council was delayed due to COVID-19. She reviewed the following with general discussion throughout:

City-wide Budget to Actual Revenue:
2019/20 Budget = $236,185,823
Year to Date (April 30) = $106,523,457
Percentage Received = 55.7%
Year-end Forecast = $187,198,412
Director Alexander stated with the exception of Airport, the Enterprise Funds are expected to be normal with a slight lag on utility payments. General Fund revenue shortfalls are expected due to COVID-19.

City-wide Budget to Actual Expenditure:
2019/20 Budget = $236,185,823
Year to Date = $99,230,990
Percentage Expended = 42.0%
Year-end Forecast = $191,522,148
Director Alexander stated the linear target should be around 58.3%. Wages and Benefits are decreased due to vacancies being held.

General Fund Budget to Actual Revenue:
2019/20 Budget = $48,972,711
Year to Date = $29,775,071
Percentage Expended = 60.8%
Year-end Forecast = $47,306,298
Director Alexander reiterated the shortfall in the amount of approximately $1.6M which is directly related to the COVID-19 pandemic. She indicated fees and State-shared revenues will decrease. She expressed her appreciation to the Department Directors for the reductions.

General Fund Budget to Actual Overview:
2019/20 Budget (revised with budget reductions) = $48,767,395
Year to Date = $26,430,234
Percentage Expended = 54.1%
Year-end Forecast = $48,381,016
Director Alexander reiterated the collective reduction in Wages and Benefits and, Operating Expenses.

Mr. Hagedorn stated a reporting program, Cognos, has been purchased for the NaviLine system. This program has the ability to create several financial reports and data extraction.

Mr. Roos reviewed the Federal Fund Rates including the drop of rates in March 2020 to 0. He stated there is no forecast for an increase for approximately two (2) years. He also stated the Treasury rates were slowly increasing but also sharply decreased in March-April. This will affect investment rates.

Mr. Roos reviewed the Treasurers Report – Investments for April 2020 by Brokers and Types of Investments. He noted Wells Fargo is the 'basket' of investments.

Mr. Roos reviewed current City Investments (as of April 30, 2020). He stated the investment pool is very diversified by the type of investments including Agencies, CD's, Corporate Bonds, Treasury, Money Market, LGF, and, Cash. The current Money Market account has decreased from $20M to $5M due to the Federal Fund Rates. Mr. Roos stated money has been moved to CD's which have a higher yield.

Mr. Roos reviewed Investments Date of Maturity. He stated he is trying to keep 75% of all cash liquid and to mature within 0-2 years. Currently, 81% of cash will mature within this timeframe. $38M is liquid instant cash if needed. Mr. Roos stated he is also trying to level the cash flow to have constant cash for any capital projects.

Mr. Roos reviewed Investment Activity stating December 2019 = $97M, ending April 2020 = $118M. This is due to taxes received in January 2020. 2nd Quarter Matured Investments = $19.4M, 2nd Quarter Purchased Investments = $25.8M, and, 2nd Quarter Interest Earned = $716K.

Mr. Roos reviewed Banking relationships noting COVID had a large affect. There was need to increase the amount of money in the banks to offset fees due to a drop of the Federal Fund Rates. The fees are being paid although they are being offset by the interest on the investments. Mr. Roos noted the Bank of Idaho waived banking fees during the COVID crisis.

Mr. Roos reviewed General Fund Cash Flow. He stated the cash flow continues to decrease until taxes are received in July and January. There is currently $10M versus the previous year of $8M although cash revenues are typically received during May through August. These revenues are expected to decrease due to COVID.

Mr. Roos reviewed the Treasurer's Report from April 2019-April 2020 which is currently $4M higher than the previous year although this is also expected to decrease due to COVID.

To the response of Mayor Casper, Mr. Hagedorn stated the City as a whole is doing well although the General Fund is a little stressful. To the response of Councilmember Francis, it was noted property tax payments were not delayed due to COVID. Mr. Hagedorn stated 2020 numbers are decreased which is showing the effect of COVID, these numbers should be similar to the previous year. He also stated Directors are mindful of the decreased revenue and have decreased spending. He noted expenses have also been reduced.

Mr. Hagedorn reviewed an overview of COVID-19 impacts to the General Fund/managing the financial climate including reviewing revenue forecasts; working with departments on budget reductions (3-5%); reserving salary savings in the General Fund; re-prioritizing budget priorities; and, submitting the first reimbursement to the State by June 30 for the COVID Coronavirus Aid, Relief, and Economic Security (CARES) Act reimbursement. Mr. Hagedorn stated the reimbursement estimate is unknown at this time. He noted there is a State and Federal Emergency Management Agency (FEMA) reimbursement although FEMA has encouraged reimbursement by the State first. Mr. Hagedorn indicated there is no forecast to use FEMA at this time. To the response of Mayor Casper, Mr. Hagedorn stated reimbursement could be submitted monthly, or sooner, if needed. Mr. Roos noted there is a 2-3 week timeframe for reimbursement. To the response of Councilmember Radford, Mr. Hagedorn stated the requirements for Governor Little's program have not been analyzed regarding public safety salaries. He clarified this is not additional money. Mayor Casper stated this program is currently in draft form.

There being no further business, the meeting adjourned at 6:45 p.m.

CITY CLERK	MAYOR

June 18, 2020 - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, June 18, 2020, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

Call to Order:

There were present:
Mayor Rebecca L. Noah Casper
Councilmember Michelle Ziel-Dingman (by WebEx)
Councilmember Thomas Hally
Councilmember Jim Francis
Councilmember John Radford (by WebEx)
Councilmember Shelly Smede
Councilmember Jim Freeman (by WebEx)

Also present:
All available Department Directors
Michael Kirkham, Assistant City Attorney
Jodi Adolfson, Deputy City Clerk

Pledge of Allegiance:

Mayor Casper lead those present in the Pledge of Allegiance.

Public Comment:

Mayor Casper requested any public comment not related to items currently listed on the agenda or not related to a pending matter. No one appeared.

Coronavirus (COVID-19) Update:

Mayor Casper stated yesterday there were 92 confirmed cases and today up to 111 in the State of Idaho. We haven't seen numbers this high till early April. Is this just a natural spike after reopening or is this because we are doing more testing, either way we do have more confirmed cases. I am hearing more and more from different sources that masks really do protect us well and are very helpful especially when you can't social distance. Encourage everyone who can please wear them and although some who cannot due to claustrophobic reasons we shouldn't judge if they are not wearing a mask. We don't wear them to protect us we wear them to protect those around us. If you wish to come to a council meeting we can provide disposable masks as well.

Idaho Falls Fire Department Division Chief Eric Day stated he had nothing to add, cases are rising and we are all doing what we can to protect ourselves and each other.

Consent Agenda:

Idaho Falls Power requested approval of minutes from the May 14, 2020 Idaho Falls Power Board Meeting.

Public Works requested approval of Bid Award – Street Overlays – 2020; Bid Award – Sewer Spot Repairs – 2020; Bid Award – Sewer Line Rehabilitation – 2020; and, Bid Award – Thermoplastic – 2020.

Municipal Services requested approval of Quote 20-027, Purchase Steel Power Poles with Cross Arms for Idaho Falls Power; Moss Adams, LLC Financial Audit Services for Fiscal Year Ending September 30, 2020; Treasurer's Report for April 2020; minutes from the May 18, 2020 City Council Work Session; May 21, 2020 City Council Meeting; and, May 28, 2020 City Council Work Session; and, license applications, all carrying the required approvals.

It was moved by Councilmember Smede, seconded by Councilmember Hally, to approve, accept, or receive all items on the Consent Agenda according to the recommendations presented. Roll call as follows: Aye – Councilmembers Hally, Francis, Radford, Dingman, Smede, Freeman. Nay – none. Motion carried.

Regular Agenda:

Municipal Services

Subject: Sole Source Purchase for ZVent Portable Ventilator for Fire Department

This request is to purchase twelve portable ventilators for the Fire Department. The portable ventilator criteria for purchase was the equipment's ability to filtrate exhaled air, ability to mix air and oxygen, and equipment resource availability. All three criteria are required elements to treat and transport patients with COVID-19 symptoms and/or compromised respiratory systems.

Councilmember Hally stated the Fire Department has actively been pursuing the purchase of portable ventilators for Emergency Medical Services (EMS) so that one will be located in each ambulance. This is a Sole Source purchase and not many sources build them to these specifications that filtrate exhaled air with the ability to mix air and oxygen and resource availability; This is very important because it not only protects EMS personnel it provides better service for those who need a ventilator on an ambulance. Not too many companies make these with this specification and the City can get it in a reasonable time. Public should also know there is a reimbursement from the Coronavirus Aid Relief and Economic Security (CARES) Act Program and this is a neutral budget item.

Assistant City Attorney Michael Kirkham noted that under the Sole Source Statute 67-2808 it requires the City to advertise 14 days before you can purchase the equipment unless there is a situation that is an immediate detrimental need to public welfare and property. When sourcing these ventilators its clear they are specifically response to COVID-19. This would allow us to waive the 14-day requirement and the Fire Department could purchase these tomorrow.

Councilmember Smede pointed out that watching the news back in April there was a fear of not having enough ventilators at any given encounter and the fact that we are going to get 12 of these and have them apart of the equipment for the City Fire Department.

It was moved by Councilmember Hally, seconded by Councilmember Smede, to authorization to advertise the City's intent to make a sole source procurement following a 14-day period, as per Idaho Code §67-2808, and then to issue a purchase order to ZOLL Medical Corporation for a total of $195,779.60. Roll call as follows: Aye – Councilmembers Freeman, Radford, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

Subject: IF-20-02, Two Roll-Off Container Tilt Frame, Cab and Chassis for Public Works

This request is to purchase two roll-off container tilt frame, cab and chassis. Unit 7006 is a 2006 Freightliner Tilt Frame scheduled for replacement next fiscal year. The second purchase is an addition to the fleet requested in the upcoming 2020/21 Public Works budget. Director Fredericksen is requesting the addition to the fleet to be included in the replacement purchase request to take advantage of purchase savings estimated at $10,000 per unit and lead-in for build times by ordering two units.

Councilmember Freeman stated he would like Public Works Director Chris Frederickson to explain the reasoning.

Director Frederickson stated we had a very good bid last year from our supplier that provided the tilt frame truck that was part of our overall plan meeting next year's Municipal Equipment Replacement Fund (MERF) replacement. We had no truck programs basically come about and we have an increase need to supply tilt frame roll off for the construction industry booming in Idaho Falls so sanitation is requesting that we have an additional tilt frame truck to continue to provide the service. We had a very good opportunity from the bid from last year to piggy

back off last year's bid and in this case we save $10,000.00 and time where it can take six (6) to up to eight (8) months to construct these vehicles before we can put them into service.

Councilmember Francis asked Director Frederickson if these are the trucks that pick up the construction bins.

Director Frederickson stated they service our 30-yard roll-off containers and recycling containers. With construction booming in Idaho Falls, there is no downturn in permits and we are shuffling these quite a bit.

It was moved by Councilmember Smede, seconded by Councilmember Freeman, to accept and approve the bid from the lowest responsive and responsible bidder, Rush Truck Centers of Jerome, Idaho for a total of $279,418.00. Roll call as follows: Aye – Councilmembers Hally, Radford, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

Human Resources

Subject: Vote to Amend City Personnel Manual

At the May 11, 2020 Council meeting, the Human Resources (HR) Department discussed with the Mayor and City Council proposed changes to Personnel Policy – XV – Shift Differential. HR then submitted the proposed changes to all employees for their feedback. After the required 30 days, no feedback was received requiring modifications to the proposed changes.

Councilmember Dingman stated this switches time when Shift Differential happens.

Human Resources Director Ryan Tew brought up another change in the Personnel Manual, besides the Shift Differential which was discussed with Council on May 11, 2020 requesting a policy change, to allow for exempt overtime to be paid during the declared emergency. As we were preparing to bring that to Council we decided we should dive a little deeper into the fiscal implications before we bring it to Council. We are going to wait until COVID 19 passes to see what type of expenses we will have and if the City is willing to take this on.

It was moved by Councilmember Dingman, seconded by Councilmember Francis, to amend the City Personnel Manual. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

Idaho Falls Power

Subject: Renewal of BPA Enabling Agreement, No. 20PM-16359

Renewal of the Enabling Agreement with the Bonneville Power Administration (BPA) enables Idaho Falls Power to continue to enter into wholesale short term energy transactions with BPA. The current agreement expires on July 17, 2020. This is a replacement agreement with all the same terms as the previous agreement including a three-year termination.

Councilmember Radford stated this is a standard BPA agreement that provides a short-term energy transaction power agreement, we do this periodically and need to have an agreement to replace the current agreement that expires July 7, 2020.

It was moved by Councilmember Radford, seconded by Councilmember Freeman, to approve renewal of the Bonneville Power Association's (BPA) Enabling Agreement, No. 20PM-16359, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Freeman, Francis, Hally, Radford, Smede, Dingman. Nay – none. Motion carried.

Legal Services

Subject: Day Care Licensing Amendments

The proposed amendments to the City's daycare licensing regulations are intended to clarify what past criminal acts will limit an individual's ability to receive a day care license. The amendments also mirror the State's approach to background checks and update the City's daycare licensing requirements to comply with 2020 House Bill No. 549, which was adopted in the most recent legislative session.

Councilmember Hally stated for members of the Public in 2014 the State didn't have a daycare ordinance. The late Councilmember Karen Cornwell worked months on an ordinance and the City of Idaho Falls established a daycare ordinance to not only protect the children but to protect the operators and give them guidance on what is a safe environment for daycare. Since that time, fairly recently, our Idaho Legislature passed a State daycare ordinance. There were some areas of the State daycare ordinance that didn't reflect the safety that we wanted to have in our community. Councilmember Francis has worked with our Legal Office, Michael Kirkham, to bring forth a new City Ordinance that will provide safety over the State Ordinance.

Councilmember Francis stated that police put a lot of time into getting this right because they perform the background check as well and re-wrote and adjusted the background parts that would make some areas more consistent that would lead to denials. Council heard a lot of feedback from individuals who stated from application to approval was too long of process. The draft ordinance implements a way that will make this process go forward much more quickly and finally the renewal for daycare workers will be every five (5) years rather than two (2). As Councilor Hally stated this is to protect children and to help parents know the background of the facilities they are choosing.

Councilmember Radford stated that he is going to vote no for this ordinance, he would like to see us get rid of the ordinance all together due to the State selecting to take a proper role where they require the same thing we require and they enforce this. The less we have to do the better and if we can help businesses succeed with less red tape seems like a good thing.

Councilmember Smede stated she respects what Councilor Radford is saying and would also like to minimize bureaucracy whenever possible, however; the fact that the State doesn't regulate small daycares is one of the reasons she feels like we need to have a complete ordinance in Idaho Falls.

Councilmember Francis added that there are very serious elements in our proposed ordinance that are stricter than the States, for example; on background checks there is a list that the State may do and for the City it is very specific, the City requires state wide criminal investigation/Federal Bureau of Investigation (FBI) check and the applicant would have 45 days to provide the criminal background check. That is not what the States says and ours is stricter. One of the points is that when parents look at the facility and tour them they see only the surface. We want the parent or guardian to know that the facility and providers are qualified and licensed. We are trying to address that and this is why I strongly support this.

It was moved by Councilmember Hally, seconded by Councilmember Francis, to approve the Ordinance amending City's daycare licensing requirements in the City Code under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Dingman, Francis, Smede, Hally, Freeman. Nay – Radford. Motion carried.

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

ORDINANCE NO. 3308

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

Community Development Services

Subject: Amended development agreement for Belmont Estates Subdivision, Division No. 2

For consideration is an amended development agreement for Belmont Estates Subdivision, Division No. 2. The agreement was approved in 2017 with a special condition that a three-foot tall berm and six-foot opaque fence be built along the perimeter of the development. This is the type of condition the City no longer puts in development agreements, but in this case, it was consistent with the agreement for Division 1 and the original preliminary plat. Also, the berm was considered important because the adjacent County residents had flood irrigated their properties for many years and wished to continue to do so, but were worried the water would flood properties in the new subdivision. Most of the berm and fencing has been constructed. However, on some of the remaining lots the owners have requested to build a more transparent fence. Per the agreement, this is not possible. Therefore, the developer, in coordination with the lot owners and adjacent County residents have requested to strike the word "opaque" from the agreement. Staff has reviewed the request and recommends approval.

Councilmember Radford stated the agreement was originally approved in 2017 with a 3-foot tall berm and 6-foot tall fence to be built, this type of agreement the City doesn't do anymore.

Councilmember Francis stated this is something that worked good between the two parties involved and that is really nice when it works out so well.

It was moved by Councilmember Radford, seconded by Councilmember Francis, to approve the Second Amendment to Development Agreement for Belmont Estates Subdivision, Division No. 2 Subdivision, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Freeman, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

Subject: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Sandstone Estates Division 2

For consideration is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Sandstone Estates Division 2. This project was originally approved on January 8, 2019 but enough time has elapsed that the approval has expired. The Planning and Zoning Commission re-considered this item at its May 5, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

It was moved by Councilmember Radford, seconded by Councilmember Francis, to approve the Development Agreement for Sandstone Estates Division 2 Subdivision, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Smede, Dingman, Freeman, Francis, Radford. Nay – none. Motion carried.

It was moved by Councilmember Radford, seconded by Councilmember Francis, to accept the Final Plat for Sandstone Estates Division 2 Subdivision, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Smede, Hally, Radford, Dingman, Freeman, Francis. Nay – none. Motion carried.

It was moved by Councilmember Radford, seconded by Councilmember Francis, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Sandstone Estates Division 2 Subdivision, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Smede, Francis, Freeman, Hally, Radford. Nay – none. Motion carried.

Subject: Amendment to City Code 4-7-3 regarding licensing requirements

For consideration is an ordinance amending City Code 4-7-3, which amends licensing requirements for small, pre-manufactured storage buildings. This is specifically related to homeowners who purchase pre-manufactured buildings such as storage sheds. Structural specifications are provided by the manufacturer so the Building Division knows the buildings meet the code. However, the way the code is currently written, a homeowner is not allowed to install the pre-manufactured building. They must hire a licensed contractor to do so. Whereas the Building Division already requires the specifications to ensure code compliance and a site plan to ensure zoning compliance, staff does not believe there is a need for a licensed contractor to place the building. The proposed code change will rectify this issue by allowing a homeowner to installed pre-manufactured storage buildings without a licensed contractor. Staff respectfully requests approval of the ordinance.

It was moved by Councilmember Radford, seconded by Councilmember Francis, to approve the Ordinance amending City Code 4-7-3 to exempt licensing for placement or installation of small pre-manufactured structures where structures otherwise meet local International Building Code standards, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

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

ORDINANCE NO. 3309

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING CITY CODE 4-7-3 TO EXEMPT LICENSING FOR PLACEMENT OR INSTALLATION OF SMALL PRE-MANUFACTURED STRUCTURES WHERE SUCH STRUCTURES OTHERWISE MEET LOCAL INTERNATIONAL BUILDING CODE STANDARDS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Subject: Public Hearing – Zoning Ordinance Amendments R2 height, and the Airport Overlay

For consideration is an Ordinance amending various sections of the Zoning Ordinance related to section 11-3-4 Standards for Residential Zones, Table 11-3-1: Standards for Residential Zones, maximum building height in the R2 Zone, and Section 11-5-3, Airport Overlay Zone. Full details and reasoning of the changes are included in the attached staff report. The Planning and Zoning Commission considered this item at its April 21, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Mayor Casper opened the public hearing and ordered all items presented be entered into the record.

Mayor Casper asks if any Councilmembers would like to recuse themselves from discussion, none responded and Mayor Casper officially opens the public hearing. No public comment.

Director Cramer stated these are straight forward changes, modifying the building height; a number of hearings get very controversial when developers need the extra height to make the building work. Most require rezones and that wouldn't be necessary had this particular zone allowed that third story. That is the problem with our code is that you go from two stories in most of our zones to no height requirements. There is nothing in the middle. R2 is meant to be the medium density in the middle zone. That change made a lot of sense to our staff along with that though we do have a requirement in our code that all buildings next to single family homes neighborhoods when higher than 2 stories move one foot from property boundary for one foot of height. This has been added to the R2 Zoning Ordinance. The final change is the airport overlay and this is a piece of our code that got missed when we wrote the ordinance. This is an exemption for aviation buildings that are on land owned by the City of Idaho Falls on the Airport Property which allows the airport to waive requirements that don't interact well with aviation practices.

Slide 1 – Lot Coverage, Building Height and Density Graph

- Lot Coverage; Maximum Building Height in feet and Maximum Density in net units/acre

Slide 2 – Zoning Ordinance Amendment – Airport Overlay Zone

- Public use, public service facility, school and religious institutions one (1) foot setback for each foot of additional height.
- In the RE, RP, R1 and RMH Zones lot coverage shall include areas under roofs
- Multi-unit or commercial use lot coverage shall include areas under roofs and paved surfaces.

Slide 3 – Zoning Administrator may waive dimensional standards or design and development regulations

- Variances applications can be made to the Board of Adjustment for consideration.
- Enforcement, permit applications may be granted or denied.

Councilmember Francis stated for the clarification regarding the chart jumps from twenty-four (24) feet to no height requirements. This allows more options for developers and builders.

Mayor Casper invites public to comment if needed. No other questions regarding the data provided. Mayor Casper declared the hearing to be closed.

Councilmember Radford added that we have a great group of people and I think our citizens will appreciate this.

Councilmember Freeman noted that this has been a work in progress when we passed it initially we said that we are not going to cover everything and we were going to come back in the future with changes and now we are taking care of it, this will work.

It was moved by Councilmember Radford, seconded by Councilmember Francis, to approve the Ordinance Amending the Zoning Ordinance modifying maximum height in the R2 zone and language in the Airport Overlay Zone under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Smede, Hally, Dingman, Radford, Freeman, Francis. Nay – none. Motion carried.

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

ORDINANCE NO. 3310

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 11, CHAPTER 3 TO MODIFY MAXIMUM STRUCTURE HEIGHT WITHIN THE R2, MIXED RESIDENTIAL ZONE; AMENDING CITY CODE SECTION 11-5-3 TO ALLOW FOR WAIVERS OF CERTAIN STANDARDS FOR AVIATION BUILDINGS ON CITY LAND WITHIN THE AIRPORT OVERLAY ZONE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Subject: Public Hearing – Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Coachman Place

For consideration is the application for the PUD and Reasoned Statement of Relevant Criteria and Standards for Coachman Place. This project was originally approved in 2017 but the developer has revised the project and enough time has elapsed that the approval has expired. The Planning and Zoning Commission considered this item at its June 2, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Mayor Casper opened the public hearing and ordered all items presented be entered into the record. Mayor Casper asks if any Councilmembers would like to recuse themselves from discussion, none responded.

Director Cramer stated this is another one that comes from the Planning and Zoning Commission and was originally approved in 2017 but has some minor changes. Changes could have been done without the hearing but the PUD has expired.

Slide 1 – Coachman Place color coded zoning map.
Slide 2 – Aerial map of Coachman Place with highlight in red relevant area.
Slide 3 – Closer view on aerial map of property behind sudsy carwash/next to Rocknacks highlighted in red.
Slide 4 – 2017 Site Plan for Coachman Place; shows layout of thirteen (13) buildings, ground and common space directly behind buildings eleven through thirteen (11-13).
Slide 5 – 2020 Site Plan for Coachman Place showing the layout of twelve (12) buildings with new location of park ground area and common space. Rocknacks Hardware has requested a fence and this plan does show a six-foot fence around the property. One great design element in this plan is that the front doors to each four plex face the street so that it does look like they belong to the neighborhood.
Slide 6 – Photo from Coachman Drive looking west, bottom photo from Coachman Drive, north part of the property looking south.

Mr. Loftus, applicant, stated Director Cramer covered all the items and this was previously approved with thirteen (13) buildings and we are dropping one building to offer more amenities and green space. No questions from Council regarding this PUD.

Mayor Casper officially closed the hearing.

It was moved by Councilmember Radford, seconded by Councilmember Francis, to approve the Planned Unit Development for Coachman Place as presented. Roll call as follows: Aye – Councilmembers Hally, Francis, Radford, Dingman, Smede Freeman. Nay – none. Motion carried.

It was moved by Councilmember Radford, seconded by Councilmember Francis, to approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Coachman Place, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Freeman, Radford, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

Subject: Public Hearing – Rezone from LC to HC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B: Approximately 10 A NE1/4 NW1/4, SEC 16, T2N, R 38

For consideration is the application for Rezoning from LC to HC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B: Approximately 10 A NE1/4 NW1/4, SEC 16, T2N, R 38. The Planning and Zoning Commission considered this item at its April 21, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Mayor Casper opened the public hearing and ordered all items presented be entered into the record. Mayor Casper asks if any Councilmembers would like to recuse themselves from discussion, none responded.

Director Cramer stated this is a request to rezone approximately ten (10) acres from LC to HC commercial the area shown on the first slide is south of Lincoln Road and east of Woodruff and west of Hitt Road. The property was annexed a couple of years ago, this is vacant land for the most part. There are single family homes along the east side of the property. Slide 4 – Is a comprehensive plan, before Costco made their announcement this land was already zoned LC. Once Costco made their announcement we knew the landscape in this area would shift. Unfortunately, comprehensive planning and amending doesn't happen quickly. We have locations of development happening before our ability to amend. We look to see if there is commercial designation and use in the area, which there are both. Some of the policies which allow a mix of commercial uses is if there are arterial roads. Woodruff, Lincoln and Hitt are definitely arterial roads. We originally zoned it LC which allows commercial and residential where HC eliminates residential use and allows HC for additional use in the area.

Slide 1 – Color coded zoning map with area of discussion highlighted in red.
Slide 2 – Aerial map of rezone discussion from LC to HC outlined in red.
Slide 3 – Aerial map of rezone discussion from LC to HC outlined in red but enlarged.
Slide 4 – Color coded rezone map with outlined in black proposed area.
Slide 5 – Enlarged aerial map of proposed rezone.

Councilmember Francis requested Director Cramer identify the major differences besides residential in the LC and HC zones.

Director Cramer stated the land use in HC consists of hotels, storage units, heavier commercial type uses. More differences in development standards. More neighborhood and walkable environment in the LC development which is not available in the HC. They are largely the same regarding trees and landscaping.

Councilmember Francis, when we think about these things do they consider transition with residential and commercial, does this come into question with the planners.

Director Cramer, stated these questions come up with site planning. When we developed the code policies about buffering commercial from residential, standards place buildings further away from housing and landscaping. Mostly concerned about the connection points with transportation.

Public Comment

Blake Jolley, applicant, stated HC zones are meant for heavier commercial which we should see with our major traffic and arterial roads. Second clarification is that property to the east side is currently HC zoned and HC adjacent so it seems like a good fit to have this HC zoned.

Ann Bates, no testimony only there to answer questions.

Mayor Casper, closed the hearing.

Councilmember Francis stated he feels uncomfortable annexing this piece of property without any transition. He feels LC is a better option.

Mayor Casper stated the idea of what happens when land use changes there becomes some discomfort to see change occur when there are people actually living there. Costco is a fact and is inspiring the change. At this point we have to weigh the future with the past and property rights. Things evolve and progress is positive.

Councilmember Hally stated with Costco there, streets get redone, roundabouts get put in and the whole area is going to develop commercially.

Councilmember Dingman stated she relates to Councilor Francis perspective, you have look at the map which is what we have in front of us and part of the public records you potentially see this isolated highway commercial property. I concur it is slightly uncomfortable, if we look at this same map in five years from now we will be less uncomfortable. I concur with the planning and zoning that the comments contained in our packet they too disclosed a little bit of discomfort. I feel it meets the requirement to pass it.

It was moved by Councilmember Radford, seconded by Councilmember Smede, to approve the Ordinance Rezoning M&B: Approximately 10 A NE1/4 NW1/4, SEC 16, T2N, R 38 from LC to HC under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Hally, Radford, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

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

ORDINANCE NO. 3311

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 10 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM LC ZONE TO HC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Radford, seconded by Councilmember Francis, to approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from LC to HC of M&B: Approximately 10 Acres NE1/4 NW1/4, SEC 16, T2N, R 38, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

Announcements:

June 20, 2020 Leadership Workshop for the Airport at the Skyline Activity Center
June 22, 2020 Regular Work Session at 3:00 pm in Chambers
June 24, 2020 Bonneville Metropolitan Policy Board at 3:30 pm
June 24, 2020 Annual Public Works Utility Meeting at the Waste Water Treatment Plant at 5:30 pm
June 25, 2020 Power Board Meeting at the Energy Center of IF Power at 7:00 am
June 25, 2020 Council Meeting in Chambers at 7:30 pm
June 19, 2020 is Juneteenth
June 20, 2020 is Community Stand-up March at the Bonneville Museum
June 21, 2020 is Father's Day
June 22, 2020 Property Taxes are due

Adjournment:

With no further business, the meeting adjourned at 8:56 p.m.

DEPUTY CITY CLERK	MAYOR

June 22, 2020 - Unapproved

The City Council of the City of Idaho Falls met in Council Work Session, Monday, June 22, 2020, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

Call to Order and Roll Call:
There were present:
Mayor Rebecca L. Noah Casper
Councilmember Michelle Ziel-Dingman (by WebEx)
Councilmember John Radford (by WebEx)
Councilmember Thomas Hally
Councilmember Jim Freeman
Councilmember Jim Francis
Councilmember Shelly Smede

Also present:
Bryce Johnson, Police Chief
Jeremy Galbreaith, Police Captain
Brad Cramer, Community Development Services Director
Catherine Smith, Idaho Falls Downtown Development Corporation Executive Director
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:03 p.m. with the following items:

Calendars, Announcements and Reports
June 25, Public Works Annual Utility Meeting
June 26, Idaho Falls Power (IFP) Board Meeting; and, City Council Meeting
July 2, budget uploaded for Council review
July 6, City Council Work Session
July 9, City Council Meeting

Mayor Casper reviewed the upcoming budget calendar, which begins on July 6, including the times for the budget sessions.

Coronavirus (COVID-19) Update:
Mayor Casper stated the number of State-wide cases are increasing on a daily basis, including cases in Eastern Idaho. She indicated, per Health District Four, Ada County has been moved back to a Stage 3 level, which closes bars and large venues, limits gatherings to 50 or less, and, re-imposes travel restrictions. The Ada County Sheriff supports this action and will work to enforce this. Mayor Casper believes social distancing and mask wearing needs to be taken seriously again.

Liaison Reports and Council Concerns:
Councilmember Dingman had no items to report.
Councilmember Hally believes there is a responsibility to notify businesses when they may not be complying with COVID-19 guidelines.
Councilmember Freeman stated Bonneville Metropolitan Planning Organization (BMPO) will be held on June 25.
Councilmember Smede stated she will be meeting with all directors in the near future regarding inter-funds transfers.
Councilmember Francis had no items to report.
Councilmember Radford stated the Bonneville Hotel won a recent award. He also noted Barnes and Noble is requiring mask wearing.
Mayor Casper stated a Celebration of Life will be held for former IFP employee Bobbi Wilhelm on June 23.

Part II: Idaho Falls Police Department (IFPD) Policies, Practices, and Procedures Briefing on Officer Use of Force with Council Q&A (Data, Training, and, Application):
Mayor Casper stated a Standing Together rally occurred on June 20. She has since received several positive comments regarding Chief Johnson and the IFPD. Chief Johnson expressed his appreciation to the IFPD officers. He indicated several community members have also personally expressed their appreciation to the officers. He expressed his appreciation to the community as well.

Chief Johnson reviewed the following with general discussion throughout:
Use of Force from January 2020 through May 2020, which includes 12,068 incidents, 1,046 arrests, and 31 use of force in arrests. The number of calls have increased during this same time in the previous year (partially due to COVID-19) by approximately 13-14%. These numbers continue to trend down each year with 3% used as a benchmark (currently at 2.96%).
Use of Force from January 2019 through May 2020 by race = 199. This includes Caucasian, Hispanic, African American, Asian Pacific Islander, and, American Indian/Alaskan Native. Chief Johnson stated arrests are based off behavior, not by race. To the response of Councilmember Radford, Chief Johnson stated there is a breakdown by officer (including the type of work performed) and, all use of force incidents are reported. To the response of Mayor Casper, Chief Johnson stated rest periods are mandatory and, officers are monitored by their supervisor. He also stated officer accountability is mandatory although necessary resources need to be provided to maintain healthy officers as well. It was noted the amount of hours worked by officers are capped within the policy, including any secondary employment hours.

Chief Johnson reviewed:
Use of Force from January 2019 through May 2020 by type of force, including display of lethal; K9 deployed; OC deployment (pepper spray); physical force; Special Weapons and Tactics (SWAT); and, taser deployment.
Use of Force from January 2019 through May 2020 by type and race (out of 199 total, display of lethal (46) and physical force (142) had the highest numbers).
Use of Force from January 2019 through May 2020 by gender: female = 54, male = 145.
Chief Johnson stated the IFPD Annual Report will include this Use of Force data.

Chief Johnson reviewed the Lexipol Use of Force policy with general comments and discussion throughout including Purpose and Scope (Best Practice) (provides guidelines); Definitions of Deadly Force and Force (Federal); Policy (Best Practice) (is a matter of critical concern); Duty to Intercede (Federal) (Chief Johnson stated this is part of the culture and there is more of the 'Blue Brotherhood' who wants to go home to their families. He also stated a very blunt conversation has occurred with the IFPD officers following the recent national events.); Use of Force (Federal); Use of Force to effect an arrest (State); Factors used to determine the reasonableness of force (Federal) including de-escalation; Pain Compliance Techniques (Best Practice); Carotid Control Hold (Best Practice) (may see a higher level of force if this technique is removed); Use of Force to Seize Evidence (Best Practice); Deadly Force Applications (Federal); Shooting at or from moving vehicles (Best Practice, Modified) (these are rarely effective); Reporting the Use of Force (Best Practice); Notification to Supervisors (Best Practice); Medical Considerations (Best Practice); Supervisor Responsibilities (Best Practice, Modified); Shift Lieutenant Responsibility (Best Practice); Training (Best Practice); and, Use of Force Analysis (Best Practice). Additional policies include Use of Force Review Boards, Handcuffing and Restraints, Control Devices and Techniques, Conducted Energy Device, and, Vehicle Pursuits.

Chief Johnson stated examples of training include use of force, de-escalation, firearms (daytime and nighttime), taser, baton, pepper spray, and, defensive tactics. He also stated the IFPD requires 100 hours of base training per year, State requirement is 20 hours per year.

General discussion followed including the request of the citizen complaint process and bias training,

Idaho Falls Downtown Development Corporation (IFDDC) Business Improvement District (BID) Report:
Director Cramer stated this presentation is required on an annual basis per the BID management agreement with the City. To the request of Mayor Casper, Director Cramer stated the BID is a tool that can be used in an area where

individuals are willing to vote for an extra assessment/tax on their property value that goes to a specific fund and used for specific purposes. He believes the BID has been in place for approximately 20-30 years. The funds are collected by the County, distributed to the City, and, then distributed to IFDDC for use. Ms. Smith clarified the extra tax is set at a specific amount which has created $90,000 in the annual income in the BID. This money is intended for long-term planning. The BID had previously been the largest funding source for the IFDDC. Ms. Smith reviewed the State of Downtown Dashboard which shows the trajectory and growth of the BID. She also reviewed the Year in Review stating multiple projects have been occurring through the year, including wrapping of the traffic cabinets and public art/murals. She noted graffiti is removed as quickly as possible. Ms. Smith stated all corners in the core of downtown have been replaced including the addition of trees and landscaping in coordination with the Public Works and Parks and Recreation Departments. Ms. Smith reviewed several downtown events, including holiday events (she noted the Shop for a Cause Autism Fundraiser was not held due to COVID-19). Ms. Smith also reviewed Parking by the Numbers (2,563 parking citations written, 1,063 parking tickets collected on, and, 41% collection rate). She indicated several issues/concerns were addressed during this new parking program. She also indicated the parking program was not an easy process although she believes there is a good effort moving forward. It was noted the underground parking at The Broadway is managed by the Oppenheimer Group. Director Cramer stated several of the underground parking stalls at The Broadway are leased on a monthly basis therefore, the stalls are not free for use. Ms. Smith reviewed goals for the next year – meet financial goals for all events; continue to execute a robust marketing plan; public art projects; improve the signage on the River Walk and downtown entry ways; continue to make positive efforts managing downtown parking; and, explore grants for public art funding. Ms. Smith reviewed financials for IFDDC ending May 31, 2020. She noted the Taste of Idaho Event will not be held which resulted in a $45,000 loss although IFDDC received a $23,000 Paycheck Protection Program (PPP) Loan from the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Mayor Casper stated additional funding may be available for downtown art.

Community Development Block Grant (CDBG) CARES Act Fund Recommendations:
Ms. Farris stated the City is expecting to receive $250,072 in the first round of FY2020 grant funds available through the Housing and Urban Development (HUD). In order to receive these funds, the City is completing a substantial amendment to the FY2019 CDBG Annual Action and Citizen Participation Plans. The 2020 funds will be distributed once the plan amendment has been approved. Ms. Farris stated applications for the grant funds were accepted beginning May 31 and the public comment period will end on June 29. Criteria for funding included the requirement to assist, address, and prevent COVID-19 and infectious disease. Reimbursements are allowed back to March 2020 as long as they are COVID-19 related. Guidance has been provided through Webinars and HUD. Ms. Farris stated one (1) particular webinar recommended to spend the funds where they are needed the most, establish fund partnerships with non-housing organizations, plan for a post-pandemic period, and, advised to address the need and not the entity. Ms. Farris stated the full funding amount has not been received and this process could be repeated for additional needs due to COVID-19. She also noted the Public Service cap was lifted for 2019 and 2020 and, a 5-day public comment period was allowed versus the typical 30-day public comment period.

Ms. Farris reviewed the Activities/Projects recommended for funding with general comments throughout:
Idaho Falls Senior Citizen Community Center – assistance for increase in food costs/availability due to COVID-19; $12,000, $1,000/month
New Day Lutheran – summer food service program for School District 91; $5,000 (July-August)
Eastern Idaho Community Action Partnership (EICAP) – emergency, rental assistance, Haven operational costs; $25,000
Trinity United Methodist Church – temporary emergency shelter and breakfast for up to six (6) adult men; $7,499
Idaho Falls Arts Council (IFAC) – building improvements to install permanent sneeze guards to ticket counters and health/safety supplies; $1,450
Community Food Basket Idaho Falls/Idaho Falls Soup Kitchen – equipment to support student significant needs increase; $16,000
IFP – utility assistance to Low to Moderate Income (LMI) renters and homeowners from March 2020 to present; $15,000

Downtown Event Center (DEC) – modifications of storefront with a parklet and infrastructure to support a street pocket park for outdoor space that meets social distancing requirements; $17,000
Community Development Services – administration of COVID-19 CDBG funds; $31,347
Total = $130,296
Ms. Farris stated any unused COVID funds from the $250,072 amount can be carried over until September 30, 2022. To the response of Mayor Casper, Ms. Farris stated it is unknown at this time of any additional funds through this particular program.

Comprehensive Planning and Annexation Hearings Process Briefing:
Director Cramer stated the Community Development Services Department is preparing to update the Comprehensive (Comp) Plan, therefore, there is preference to establish the Council's goals, the Planning and Zoning (P&Z) Commission goals, and, staff goals. He also stated comprehensive planning is not just about land use, it's an official policy statement about growth management and every department in the City has issues related to growth. He believes the plan should clarify the relationships between physical development policies and social and economic goals. Director Cramer reviewed the 12 Statutory Purposes of Planning set forth by the State. He also reviewed the 17 required elements of the Comp Plan, including agriculture, schools, economic development, and, transportation, stating there must be collaboration with other City departments. General Fund examples include another fire station needs in the north part of town and the thresholds/measurable needs. Any decision for annexation and plat approval also means ongoing street maintenance. Any infill development would already have streets and utilities. Enterprise Fund decisions include water usage, sewer capacity, and, electricity services. Director Cramer reviewed the Comp Planning Process which includes background work (he has visited with the majority of departments regarding growth concerns); P&Z/citizen participation (focus groups), and, policy and map development. Idaho Falls plan elements include background studies, policy statements, and, social and economic profile. Director Cramer also stated steps include plan development, implement, and, review. He stated the current plan has served the City very well although this was based on a model from the early 1990's. Planning, issues, and, budgets have changed, there are new challenges on the horizon, and, technology has changed. Director Cramer believes it's time to connect the land use piece to the budget piece and the overall growth management piece in a data-driven way. He also believes there is a need to tie these in with the City's Community-oriented Results and the strategic plan. Mayor Casper believes the goals with the Community-oriented Results are important for the City's strategic plan. Director Cramer prefers to collaborate with all departments moving forward. He stated the proposed timeline (for preparation, background, citizen engagement, drafting, and, adoption) has been delayed due to COVID-19, however, he is hopeful the Comp Plan update will be completed by 2021 year end. Next steps for Council include working towards setting goals and an overall vision for the project and, preparing for an effective conversation with a series of reading assignments. Brief general comments followed.

It was then moved by Councilmember Freeman, seconded by Councilmember Francis, to move into Executive Session. The Executive Session was called pursuant to the provisions of Idaho Code Section 74-206(1)(c) to acquire an interest in real property which is not owned by a public agency. The Executive Session will be held in the City Annex Conference Room. At the conclusion of the Executive Session the Council will not reconvene into regular Work Session. Roll call as follows: Aye – Councilmembers Freeman, Francis, Hally, Radford, Smede, Dingman. Nay – none. Motion carried.

The City Council of the City of Idaho Falls met in Executive Session, Monday, June 22, 2020 in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 6:10 p.m.

There were present:
Mayor Rebecca L. Noah Casper
Councilmember Michelle Ziel-Dingman (by WebEx)
Councilmember Thomas Hally
Councilmember Jim Freeman
Councilmember Jim Francis
Councilmember Shelly Smede

Councilmember John Radford (by WebEx)

Also present:
Chris Fredericksen, Public Works Director
Randy Fife, City Attorney

The Executive Session was called pursuant to the provisions of Idaho Code Section 74-206(1)(c) to acquire an interest in real property which is not owned by a public agency.

There being no further business, the meeting adjourned at 6:39 p.m.

CITY CLERK	MAYOR

June 25, 2020 - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, June 25, 2020, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

Call to Order:

There were present:
Mayor Rebecca L. Noah Casper
Councilmember Michelle Ziel-Dingman
Councilmember Thomas Hally
Councilmember Jim Freeman
Councilmember Jim Francis
Councilmember Shelly Smede

Absent:
Councilmember John Radford

Also present:
All available Department Directors
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Pledge of Allegiance:

Mayor Casper requested Chandra Witt, General Services Administrator, to lead those present in the Pledge of Allegiance.

Public Comment:

Mayor Casper requested any public comment not related to items currently listed on the agenda or not related to a pending matter. No one appeared.

Consent Agenda:

Public Works requested approval of Bid Award – Storm Drain Improvements – 2020; and, Bid Award – Park Avenue Water Line B Street to Constitution Way.

Municipal Services requested approval of Bid IF-20-21, Purchase of Substation Transformers for Idaho Falls Power; Quote 20-34, Purchase of Primary Cable for Idaho Falls Power; and, license applications, all carrying the required approvals.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve, accept, or receive all items on the Consent Agenda according to the recommendations presented. Roll call as follows: Aye – Councilmembers Hally, Smede, Dingman, Freeman, Francis. Nay – none. Motion carried.

Coronavirus (COVID-19) Update:

Mayor Casper stated 220 cases were reported for June 25. Per Governor Brad Little's press conference, Idaho will remain in Stage 4 for an additional two (2) weeks. This stage allows for most events with consideration of social distancing and accommodations for vulnerable individuals. This stage does not preclude any gatherings although Mayor Casper recommended caution for any July 4 plans in the public setting. Mayor Casper stated decision-making for closures or rollbacks to previous stages will be made in a de-centralized fashion which includes authority from cities, counties, and, health districts within their jurisdictions. She noted cases in Bonneville County do not meet the statistical level of closure consideration. The area will be reviewed although there will be no

decision of closures without consultation of hospitals, Eastern Idaho Public Health staff, and, County officials. Mayor Casper noted schools will open in the fall if there is a handle on this, which would be best for the economy. To the response of Councilmember Freeman, Mayor Casper stated the Unified Command is still meeting as needed.

Regular Agenda:

Community Development Services

Subject: Public Hearing – Annexation and Initial Zoning of HC, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B: 96.053 Acres, E1/2 SE1/4, Sec 6, T2N, R38

For consideration is the application for Annexation and Initial Zoning of HC, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B: 96.053 Acres, E1/2 SE1/4, Sec 6, T2N, R38. The Planning and Zoning (P&Z) Commission considered this item at its June 2, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Mayor Casper opened the public hearing and ordered all items presented be entered into the record.

Community Development Services Director Brad Cramer reviewed Idaho code for annexation. Annexation is a legislative decision for the City to see if the City is willing to service the property. The application of the zone is the primary purpose of the hearing to see if the zone makes sense to the area and what is allowed in the zone. This is not looking at what the developer is proposing.

Director Cramer presented the following:
Slide 1 – Property under consideration
Slide 2 – Aerial photo of the property under consideration
Slide 3 – Additional aerial photo of the property under consideration
Slide 4 – Comprehensive Plan Future Land Use Map
Director Cramer stated the Comprehensive Plan (Comp Plan) does not follow property lines. The Comp Plan is used to determine what type of things would occur around the property. Staff believes this is an appropriate annexation as there is a major interchange with HWY20 and with a significant amount of surrounding land it would most likely develop as commercial land use. Director Cramer stated this is a Category A annexation as the owner has requested to be annexed.

Mayor Casper requested any public comment. Seeing none, Mayor Casper closed the public hearing.

Councilmember Francis emphasized this was unanimously approved by P&Z.

Mayor Casper re-opened the public hearing due to an online individual.

Paul Hilbig, a representative of the applicant, provided testimony by WebEx. Mr. Hilbig stated he is working with Bish's RV as a developer and was available for any questions from the Council. There were none.

Mayor Casper requested any other public comment. Seeing none, Mayor Casper re-closed the public hearing.

It was moved by Councilmember Francis, seconded by Councilmember Smede, to approve the Ordinance annexing 96.053 Acres, E1/2 SE1/4, Sec 6, T2N, R38 under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Smede, Hally, Dingman, Freeman, Francis. Nay – none. Motion carried.

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

ORDINANCE NO. 3312

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 96.053 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Francis, seconded by Councilmember Smede, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 96.053 Acres, E1/2 SE1/4, Sec 6, T2N, R38, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Smede, Francis, Freeman, Hally. Nay – none. Motion carried.

It was moved by Councilmember Francis, seconded by Councilmember Smede, to assign a Comprehensive Plan Designation of Commercial and approve the Ordinance establishing the initial zoning for HC under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Smede. Nay – none. Motion carried.

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

ORDINANCE NO. 3313

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 96.053 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS HC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Francis, seconded by Councilmember Smede, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of HC and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smede, Hally, Dingman, Freeman, Francis. Nay – none. Motion carried.

Subject: Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards, Bish's RV Subdivision

For consideration is the application for the Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards for Bish's RV Subdivision. The Planning and Zoning Commission considered this item at its May 5, 2020, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Councilmember Francis expressed his appreciation for the details in the Final Plat.

It was moved by Councilmember Francis, seconded by Councilmember Dingman, to approve the Development Agreement for Bish's RV Subdivision, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

It was moved by Councilmember Francis, seconded by Councilmember Dingman, to accept the Final Plat for Bish's RV Subdivision, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Freeman, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

It was moved by Councilmember Francis, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Bish's RV Subdivision, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

Subject: Public Hearing – Rezone to remove the Planned Unit Development (PUD), Zoning Ordinance, Reasoned Statement of Relevant Criteria and Standards, Lots 17 and 18 and portions of Lots 19 and 20, Block 1, 2nd Amended Lorin C Anderson, Division No. 1

For consideration is the application for the Rezone to remove the PUD, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, Lot 17 and 18 and portions of Lots 19 and 20, Block 1, 2nd Amended Lorin C Anderson Division No. 1. The Planning and Zoning Commission considered this item at its June 2, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Mayor Casper opened the public hearing and ordered all items presented be entered into the record.

Director Cramer presented the following:
Slide 1 – Description of the PUD and the underlying zone
Director Cramer stated overlays are no longer used. He stated removing the PUD does not change the allowed uses but it does remove some of the flexibility of the property.
Slide 2 – Aerial photo of the property under consideration
Director Cramer noted the property is currently vacant.
Slide 3 – Comprehensive Plan Future Land Use Map
Director Cramer stated the LC zone currently exists and this request is to remove the overlay. The land use will remain the same and the development standards will change slightly. To the response of Councilmember Smede, Director Cramer stated in a zone with no overlay, buildings are required to be a certain distance apart and away from the street but in a PUD that distance can be flexible. The height restrictions are the same for a PUD and LC. A PUD requires amenities and LC does not. To the response of Councilmember Francis, Director Cramer stated the roads will be City-maintained.

Mayor Casper requested any public comment. Director Cramer noted there was no online participant. Mayor Casper closed the public hearing.

It was moved by Councilmember Francis, seconded by Councilmember Smede, to approve the Ordinance Rezoning Lots 17 and 18 and portions of Lots 19 and 20, Block 1, 2nd Amended Lorin C Anderson, Division No. 1, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Smede. Nay – none. Motion carried.

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

ORDINANCE NO. 3314

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF LOTS 17 AND 18 AND PORTIONS OF LOTS 19 AND 20, BLOCK 1, 2ND AMENDED LORIN C ANDERSON DIVISION NO. 1 AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM LC ZONE WITH A PUD OVERLAY ZONE TO LC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Francis, seconded by Councilmember Smede, to approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone to remove the PUD of Lot 17 and 18 and portions of Lots 19 and 20, Block 1, 2nd Amended Lorin C Anderson Division No. 1, and give authorization for the Mayor to execute the

necessary documents. Roll call as follows: Aye – Councilmembers Freeman, Francis, Hally, Smede, Dingman. Nay – none. Motion carried.

Subject: Public Hearing – Annexation and Initial Zoning of R1, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards M&B: 4.63 Acres, SE 1/4 of the SE 1/4 of Section 31, Township 2 North, Range 38 East

For consideration is the application for Annexation and Initial Zoning of R1, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B: 4.63 Acres, SE1/4 SE1/14, Sec 31, T2N, R38E. The Planning and Zoning Commission considered this item at its April 21, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Mayor Casper opened the public hearing and ordered all items presented be entered into the record.

Councilmember Francis noted although some of the individuals in this proposed annexation are former students he does not have a current relation with them and he has no financial interest in this item.

Director Cramer presented the following:
Slide 1 – Property under consideration in current zoning
Director Cramer reviewed the timeline of the item as he noted the memo and the ordinance refer to R1 zoning. He stated this item was considered by P&Z in April with the request of Traditional Neighborhood (TN) zoning. This was not a public hearing. P&Z unanimously recommended approval of TN and City staff concurred with that recommendation. Director Cramer stated TN is a new concept and can fit in low-density and high-density areas due to the required development standards. In May, the P&Z considered the preliminary plat in a public hearing which was very contested by surrounding property owners although most of the comments were related to the zone and, the questions were raised why there was no public hearing. Director Cramer stated the law was then reviewed to make sure staff was doing things properly. This property was brought back for a public hearing on June 2 with a lot of testimony related to the traditional neighborhood in the area. On June 6, the developer/applicant stated they were comfortable with the R1 zone, which is also appropriate and fits well in the existing zoning in the area and the Comp Plan map. Therefore, P&Z recommended approval of the R1 zone. Director Cramer believed the April hearing did not matter as it was not an official hearing as directed by law. Due to the recommendation, staff prepared the ordinances and Reasoned Statements as R1 although TN is still the official request and is included on some of the slides as the application did not change. Director Cramer stated staff is comfortable with either zone as they are both consistent with the Comp Plan.
Slide 2 – Aerial photo of the property under consideration
Director Cramer stated the predominant uses are single-family residential and vacant or agricultural land with the exception of the school and the church building.
Slide 3 – Additional aerial photo of the property under consideration, currently vacant
Director Cramer stated this is a difficult piece of property due to how narrow it is. The Traditional Neighborhood would allow flexibility in lot sizes and land uses. It's also adjacent to uses that are walkable although it's not a traditional walkable neighborhood.
Slide 4 – Comprehensive Plan Future Land Use Map
Director Cramer stated the map shows this area as low-density residential and estate. Estate is really meant for developed County parcels that are difficult to re-subdivide. Low-density is for developments that are typically up to seven (7) units per acre. Traditional Neighborhood allows up to 15 units per acre which is more of a medium-density which the Comp Plan does not specifically address. Director Cramer believes, due to the map, the more obvious fit is the R1 zone.
Slide 5 – Photos of the property under consideration
Director Cramer noted the set of June minutes were inadvertently omitted from the packet. These minutes were distributed to the elected officials. To the response of Councilmember Freeman, Director Cramer stated the property is 153' wide. He also stated in order for this property to be developable, a public road would be required. He noted the minimum right-of-way is 60' wide with the potential of 90' depth on the lots. To the response of

Councilmember Francis, Director Cramer clarified County is to the south and the small adjacent parcel has been annexed as R1.

Mayor Casper requested public comment from the applicant.

Blake Jolley, Connect Engineering, provided testimony by WebEx. Mr. Jolley reiterated this process began in April. He stated R1 is okay due to discussions with the adjacent landowners to make this property work for the surrounding property. He reiterated the adjacent property is currently zoned R1.

Mayor Casper requested any other public comment. Seeing none, Mayor Casper closed the public hearing.

Councilmember Francis noted staff has recommended TN and R1 zones. He expressed his appreciation to the developer for recommending R1. Councilmember Freeman believes this is a good example and commendable of the developer listening to the neighborhood and changing their plans. Councilmember Dingman agrees with staff for the TN zone but concurs with P&Z for the R1 zone. She also concurs with Councilmember Freeman's comments. She believes both zones fit in the Comp Plan.

It was moved by Councilmember Francis, seconded by Councilmember Dingman, to approve the Ordinance annexing 4.63 Acres, SE1/4 SE1/14, Section 31, T2N, R38E under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Dingman, Francis, Smede, Hally, Freeman. Nay – none. Motion carried.

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

ORDINANCE NO. 3315

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 4.63 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Francis, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 4.63 Acres, SE1/4 SE1/14, Section 31, T2N, R38E, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Freeman, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

It was moved by Councilmember Francis, seconded by Councilmember Dingman, to assign a Comprehensive Plan Designation of Low Density and approve the Ordinance establishing the initial zoning for R1 under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office. Roll call as follows: Aye – Councilmembers Hally, Smede, Dingman, Freeman, Francis. Nay – none. Motion carried.

Mr. Fife noted there are two (2) typos in the ordinance summary, these will be corrected.

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

ORDINANCE NO. 3316

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 4.63 ACRES

DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

To the response of Councilmember Francis, Director Cramer stated the Council can make an additional finding if they believe it is missing from the Reasoned Statement.

It was moved by Councilmember Francis, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards, with the addition of a recital clause pointing that the developer requested the R1 at the June 2 Planning and Zoning hearing, for the standards of Initial Zoning of R1 and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smede, Hally, Dingman, Freeman, Francis. Nay – none. Motion carried.

Subject: Public Hearing – Annexation and Initial Zoning of I&M, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, I&M, M&B: 16.112 Acres, NW1/4, NW1/4 Section 8, T2N, R38E

For consideration is the application for Annexation and Initial Zoning of I&M, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B: M&B: 16.112 Acres, NW1/4, NW1/4 Section 8, T2N, R38E. The Planning and Zoning Commission considered this item at its June 2, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Mayor Casper opened the public hearing and ordered all items presented be entered into the record.

Director Cramer stated the acreage presented has changed at the request of Bonneville County due to Iona Road not being annexed. The road is expected to be widened in the future and will stay in the County. The acreage was 16.112 and is now 15.506. Director Cramer noted all the corrected documents were supplied to the City Clerk.
Slide 1 – Location of the property under consideration
Director Cramer stated this is a Category A annexation as the property owner has requested to be annexed.
Slide 2 – Aerial photo of the property under consideration
Director Cramer stated it is vacant land and salvage yards with adjacent commercial and industrial use.
Slide 3 – Additional aerial photo of the property under consideration
Director Cramer noted the photo slide given to P&Z failed to include the canal. He stated it is included in the acreage due to it being contiguous.
Slide 4 – Comprehensive Plan Future Land Use Map

Mayor Casper requested public comment from the applicant.

Steve Heath, Harper Leavitt Engineering, provided testimony by WebEx. Mr. Heath expressed his appreciation to the staff. He reiterated the acreage falls in the Comprehensive Plan with the adjacent industrial zone and County zone. He also reiterated the road will eventually be widened to 100' right-of-way and is intended to be a minor arterial road. To the response of Councilmember Freeman, Mr. Heath stated the property currently does not receive City utilities. These will occur following annexation.

Mayor Casper requested any other public comment. Seeing none, Mayor Casper closed the public hearing.

It was moved by Councilmember Francis, seconded by Councilmember Dingman, to approve the Ordinance annexing M&B: 15.506 Acres, NW1/4, NW1/4 Section 8, T2N, R38E, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Dingman, Smede, Francis, Freeman, Hally. Nay – none. Motion carried.

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

ORDINANCE NO. 3317

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 15.506 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Francis, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of M&B: 15.506 Acres, NW1/4, NW1/4 Section 8, T2N, R38E, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Smede. Nay – none. Motion carried.

It was moved by Councilmember Francis, seconded by Councilmember Dingman, to assign a Comprehensive Plan Designation of Highway Related Industrial, and approve the Ordinance establishing the initial zoning for I&M under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office. Roll call as follows: Aye – Councilmembers Smede, Hally, Dingman, Freeman, Francis. Nay – none. Motion carried.

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

ORDINANCE NO. 3318

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 15.506 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS IM ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Francis, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of I&M and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

Subject: Public Hearing – Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Rising Sun Townhomes

For consideration is the application for the PUD and Reasoned Statement of Relevant Criteria and Standards for Rising Sun Townhomes. The Planning and Zoning Commission (P&Z) considered this item at its June 2, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation. Since the P&Z meeting, the applicant has made some adjustments to the site plan. These are explained in the updated staff report. Staff does not believe the changes are substantial enough to warrant a new P&Z hearing. The overall development pattern is still the same and all PUD requirements are still met.

Mayor Casper opened the public hearing and ordered all items presented be entered into the record.

Slide 1 – Property under consideration in current zoning
Slide 2 – Aerial photo of the property under consideration
Slide 3 – Additional aerial photo of the property under consideration
Director Cramer noted the property is currently vacant with adjacent residential and office uses.
Slide 4 – Current design of the PUD

Director Cramer noted a minor change was made since the PUD. He stated the lot on the southern end was enlarged to allow additional space which pushed the southern lots closer to the other row of townhomes. He noted they are

50' apart and well within code requirements. He also noted the PUD requests 5% internal landscaping rather than the typical 10%. Staff recommended approval due to the amount of landscaping elsewhere in the development. Director Cramer stated 44% of the site is green, open space which is a trade-off for the lack of internal landscaping. There will be 72 units within 18 buildings. The buildings will be fourplex townhomes. Director Cramer noted all other requirements are to code. To the response of Councilmember Freeman, Director Cramer identified two (2) access points to Old Butte Road.

Mayor Casper requested public comment from the applicant.

Blake Jolley, Connect Engineering, provided testimony by WebEx. Mr. Jolley believes this is a good application to meet the needs for additional housing. He reiterated the purpose is for the ability to have the lots and townhomes sold individually. He stated he is not looking for reductions in setbacks and the plan meets the R3A standards. He believes if they bring up the total landscape requirement they would exceed the minimum percent of open space. He stated they want to provide a development with open space. Mr. Jolley also reiterated decreasing the interior parking landscaping. He believes this is reasonable to request as there will be larger landscaping provided and it allows additional parking spaces. He reiterated the landowner to the south needed the extra space to meet PUD requirements. Mayor Casper noted the defacto fire lane to the east and questioned the fire lane access. Mr. Jolley stated the plan was submitted to the Fire Department and reviewed and he has not received any comments concerning the fire lanes. He stated all requirements are met. He noted the secondary access on the south will allow emergency vehicles. He believes there are no concerns for emergency vehicles or roadway widths. Mayor Casper questioned regulation/standard of naming of roads and a policy. Director Cramer stated there is not a specific regulation. He stated all road names, public and private, are reviewed by 911 and GIS (geographic information system) staff to make sure they are not similar to other road names in the Idaho Falls service area and that it is a unique name. Mayor Casper requested a future policy discussion. Councilmember Freeman questioned whether it will have a street name or addressed off Old Butte Road. Mr. Jolley stated he was unsure at this point. He clarified the south access is for emergency vehicle access.

Mayor Casper requested any other public comment. Seeing none, Mayor Casper closed the public hearing.

It was moved by Councilmember Francis, seconded by Councilmember Smede, to approve the Planned Unit Development for Rising Sun Townhomes as presented. Roll call as follows: Aye – Councilmembers Freeman, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

It was moved by Councilmember Francis, seconded by Councilmember Smede, to approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Rising Sun Townhomes, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

Subject: Public Hearing – Annexation and Initial Zoning of R3A, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B: 9.7 Acres, Sec 33, T2N, R38E

For consideration is the application for Annexation and Initial Zoning of R3A, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B: 9.7 Acres, Sec 33, T2N, R38E. The Planning and Zoning Commission considered this item at its June 2, 2020 meeting and recommended approval of R3A by a unanimous vote. Staff concurs with this recommendation.

Mayor Casper opened the public hearing and ordered all items presented be entered into the record.

Director Cramer clarified this is a legislative issue. He stated, per the minutes for this hearing, there was a substantial amount of discussion regarding the proposed development which is not an appropriate conversation for annexation. Therefore, following consultation with Mr. Fife, Director Cramer requested an email to Kerry Beutler from Curt Rowland which was forwarded from Alan Walker be stricken from the record. He also requested slides shown at the P&Z hearing, even though Michael Kirkham, Assistant City Attorney requested the slides presentation

not proceed, not be considered in Council deliberation. These same slides were requested to be part of this hearing and will not be included as they are fully about the development. Mr. Fife recommended these items, if they have been reviewed by the Council, should not be considered in the decision. He stated the Council should only be looking at the governance in the area. Director Cramer noted the corrected version of the zoning ordinance has been presented to the City Clerk. He then presented the following:
Slide 1 – Property under consideration in current zoning
Slide 2 – Aerial photo of the property under consideration
Slide 3 – Additional aerial photo of the property under consideration
Director Cramer stated this property is currently vacant and the proposed R3A zone is intended to be a mixed-use zone and fits within many of the uses in the area.
Slide 4 – Comprehensive Plan Future Land Use Map
Director Cramer stated the R3A zone has historically been used as an appropriate zone for this designation. He noted the Professional Business zone was combined with Medical Services zone when the zoning code was rewritten.
Slide 6 – Photo looking southwest across the property
Slide 7 – Photo looking east across the property
Director Cramer stated there was relevant testimony related to the excess of Professional Business zoning for the City in general and specifically in this area. R3A is being requested due to the flexibility in the land uses and, there is R3A in the immediate area. Director Cramer stated there are zoning concerns raised including multi-family dwellings and height restriction. He noted R3A and PB zones have the same height restriction which is none, although if construction is next to a single-family home anything above two (2) stories for every foot higher it must be two (2) feet further from the single-family home. He also noted landscaping requirements are basically the same in the R3A and PB zone. Councilmember Smede questioned the distance from other R3A zones to this current property. Director Cramer stated he was unsure of the distance, stating there is no rule or requirement that the zoning must be contiguous as there should be consistency of the Comp Plan. He stated it is staff's opinion that R3A is absolutely consistent with the Comp Plan as it is close to services which are meant to be closer to arterials and collectors and, this is a great mix of uses. He reiterated staff strongly recommends approval of the R3A zone. He believes housing is an absolute need and the rules of the Comp Plan makes sense. Councilmember Hally indicated there is no light access to Sunnyside Road, which would make a left turn extremely difficult. He believes the intersection is an unsafe mess. He indicated traffic goes out to Crestwood to use a light but there are no turn lanes. He indicated there are major housing developments that link to this area, specifically Brookside which has no turn lanes from 49th South. He believes this is an unsafe access and he prefers a different designation. He also believes density housing in this area would be a catastrophe. To the response of Mayor Casper, Director Cramer stated traffic issues would exist and continue to exist regardless of PB or R3A. He also stated there is a misconception regarding traffic. Traffic is reviewed by total trips and p.m. peak-hour of trips. Typical housing is one (1) trip per unit in the peak hour. Commercial uses are a constant flow of traffic. Traffic concerns are more often emotionally-based than fact-based. A certain number of p.m. peak-hour trips (typically 200) will require a traffic study and any mitigation will be required by the developer. To the response of Councilmember Smede, Director Cramer reiterated higher-density designation is adjacent to the proposed area of annexation as a mixed-use. He stated there is higher-density housing in the immediate area.

Mayor Casper requested public comment from the applicant.

James Rasmussen, applicant, California, provided testimony by WebEx. Mr. Rasmussen stated he has a PowerPoint for presentation. Mayor Casper reiterated the PowerPoint is irrelevant to the zoning decision. Mr. Rasmussen stated one (1) of his partners, Alan Walker, has recently moved to Idaho Falls and one (1) partner who lives in Washington would help build the project although the plan is to use a local builder for project. Mayor Casper reiterated the focus of this hearing is the zoning. Mr. Rasmussen stated there is need for housing, specifically higher-end housing. This location was chosen as being higher-end including the adjacent offices. The proposed zone fits the criteria. Mr. Rasmussen believes this is an ideal spot. He stated the P&Z has seen the project.

Alan Walker, co-applicant, provided testimony by WebEx. Mr. Walker stated Madison Avenue that borders this area on the northern border is already professional office buildings and there are single-family homes along the

southern border. He believes this is a natural transition area from medical office buildings to single-family residences. He noted it was advised by P&Z to put a landscape buffer between this property and the single-family homes, which they're happy to do. There would also be a 30' setback to comply with the R3A zone. Mr. Walker believes this is a great place for a higher-end residential project that would complement the single-family homes. This can be a compliment to keep individuals in the community. A professional planner evaluated the property and it was identified to be ideal to adjacent daily shopping, a park, and, office use. Mr. Walker stated the current property owner indicated it's difficult to get more office building as it takes more time to develop. There would be flexibility to develop this property and is ideal for the mixed-use. Mr. Walker recognized this property is adjacent to main roads although traffic concerns must be worked out. The position of this property in relationship to those main roads means most of the traffic will never go through the single-family residential and would go straight to the main roads. Mr. Walker stated he cares about the community, the quality of the community, and, he will do what he can to do a quality project with the zone.

Mayor Casper requested any public comment.

Sarah Salsgiver, Idaho Falls, appeared. Ms. Salsgiver stated her house borders the property line and is the largest property. She requested this zone stay commercial and not allow commercial residential. She believes this zone would make many changes, not good changes for the residents. Ms. Salsgiver stated she is not an architect, she is just a mom and requested to reconsider. She does not feel this place is right or appropriate due to the traffic which is already congested with the businesses. She stated the businesses are not there on the weekends which allows safe time with the families and neighbors. This would create 24/7 traffic in and out of the area. Ms. Salsgiver stated one (1) of her children is severely autistic and has issues with loud noises, one of the best times is the peaceful weekends. She understands the area needs to be developed but she again requested this be reconsidered. Mayor Casper expressed her appreciation to Ms. Salsgiver's respect for the public hearing rules.

To the response of Councilmember Smede, Director Cramer stated the R3A zone could include low-density, high-density, and, professional services and offices. Councilmember Smede questioned the maximum number of people depending on the development. Director Cramer believes all residential, for the approximate ten (10) acres, is potentially feasible for 350 units, although this would not be practicable. The professional uses/services allows high-traffic uses, including a hospital although this would also not be practicable. Also to the response of Councilmember Smede, Director Cramer stated all potential issues are discussed with staff. He noted a School District 91 representative is on the P&Z Commission, there is no School District 93 representative. Councilmember Hally stated a new subdivision is being developed west of Brookside and is intentionally taking the road into Brookside. He believes there are too many cars going into those neighborhood. He also believes this is undoable and requested a traffic study. Director Cramer noted a decision could wait if the Council believes additional information needs to be provided. Councilmember Hally recommended this item be postponed to review the traffic patterns in this area. He believes other adjacent properties would want a similar zoning and would not be doable. To the response of Councilmember Francis, Director Cramer stated he is unsure of the County zoning; he confirmed there would be no height limit if a professional office building is constructed; there was no hearing for the preliminary plat because this is a single lot (the final plat has already been considered by P&Z); and, traffic studies are dependent upon the use. Traffic studies typically occur at a preliminary plat or at a site plan stage. Director Cramer stated if this meets the threshold for a traffic study, it would be completed with the site plan. No site plan has been submitted at this point.

Mayor Casper closed the public hearing.

Mr. Rasmussen began to speak regarding a traffic study. To the response of Mayor Casper, Mr. Fife stated when a governing body decides on zoning and annexation that body would decide whether they want to be the jurisdiction that controls the piece of property. If they do not, the property could stay within the County with the County's development standards and decisions. Typically, the City would decide if they could have the governance (fire, police, etc.) if development is to occur in a fair amount of time. The governing body then reviews the Comp Plan including the zoning of the Comp Plan. Mr. Fife stated it is appropriate to think of amenities in a general way although it is not appropriate to think about the particular development. Densities, the most dense/impactful use,

range of use, other zoning districts, and, the lightest uses can be considered. The Council has broad discretion to decide whether to annex property and any decision needs to be made in a fair way of other annexations. Councilmember Hally stated he is not against annexing, he expressed his concern for the R3A. Following brief comments, Mayor Casper did not re-open the public hearing for Mr. Rasmussen's comments. She noted a traffic study is not required/practical for all zoning uses. Councilmember Hally believes annexation should occur but this annexation should wait for additional feedback. Mayor Casper noted this item has had several discussions with the residents and P&Z. Councilmember Francis understands the traffic issue will occur no matter what happens with the property and should be addressed differently, not in the zoning decision. He does not believe annexation can occur without zoning. Councilmember Freeman stated traffic is a concern but he believes this would be addressed at the appropriate time as similar to other developments. He also noted this is a Category A annexation (requested by the owner) and, land owners have rights. He agrees with Mr. Walker as being a good transition zone. Councilmember Freeman stated he is in support of this. To the response of Councilmember Dingman, Mr. Fife confirmed a different zone could be approved with the annexation. To the response of Councilmember Francis, Mr. Fife confirmed zoning must be approved with the annexation including the Reasoned Statement. Councilmember Smede stated she is pro-annexation when appropriate although she is hesitant putting high-density in this particular area. She understands the point of contention. Mayor Casper stated several options are available for the Councilmembers. Councilmember Francis agrees with Councilmember Freeman regarding the logical transition zone. He believes there is nothing to gain by tabling this item.

It was then moved by Councilmember Francis, seconded by Councilmember Freeman, to approve the Ordinance annexing 9.7 Acres, Section 33, T2N, R38E, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Francis, Freeman, Hally. Nay – Councilmembers Dingman, Smede. Motion carried.

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

ORDINANCE NO. 3319

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 9.696 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Francis, seconded by Councilmember Freeman, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 9.7 Acres, Section 33, T2N, R38E, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Freeman, Francis, Hally. Nay – Councilmembers Smede, Dingman. Motion carried.

It was moved by Councilmember Francis, seconded by Councilmember Freeman, to assign a Comprehensive Plan Designation of Medical Services Center and approve the Ordinance establishing the initial zoning for R3A under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office. Roll call as follows: Aye – Councilmembers Francis, Freeman. Nay – Councilmember Dingman, Smede, Hally. Motion failed.

To Mayor Casper's response, Director Cramer stated, per law, a zoning designation must be immediately assigned upon annexation. To the response of Councilmember Smede, Director Cramer stated this item cannot be withdrawn since the annexation was approved. Councilmember Dingman believes the Professional Business fits better as the zone and fits within the Comp Plan. Mr. Fife reiterated it is the Councils' governance for this piece of property and he noted any different zoning designation may restrict the plans for development. Mayor Casper believes the property owners' rights are sacred and the government's voice needs to be restricted by procedures.

Councilmember Smede believes the issue was that Professional Business was limited and saturated. She questioned zoning as Limited Commercial based on more options and testimonies given. Director Cramer stated Limited Commercial also allows residential. He noted PB does not allow residential, if that's what the goal of the Council is. Councilmember Francis does not see a difference with the traffic issue with Professional Business. Councilmember Smede believes there are numerous traffic access points for this area. She stated planning in advance prevents a different adjacent zone, which she believes is occurring. Mayor Casper believes the request allowed the transitional use. Councilmember Freeman questioned other areas of the City that currently have the same transition, as is his residential area. He indicated the traffic is not an issue.

It was then moved by Councilmember Dingman, seconded by Councilmember Freeman, to assign a Comprehensive Plan Designation of Medical Services Center and approve the Ordinance establishing the initial zoning for R3A under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office. It was noted this was the same motion previously made by Councilmember Francis. Roll call as follows: Aye – Councilmembers Freeman, Francis, Dingman. Nay – Councilmember Hally, Smede. Motion carried.

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

ORDINANCE NO. 3320

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 9.696 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R3A ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Francis, seconded by Councilmember Freeman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R3A and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Freeman, Francis, Dingman. Nay – Councilmembers Smede, Hally. Motion carried.

Subject: Pawn License Appeal Hearing

Mayor Casper stated Ms. RainyRose Boyette applied for a Pawn license, the license was denied per the Police Department.

Ms. Boyette appeared. She believes the code for the denial was based on a maybe basis. She stated she is not the type of person the information pulled on this case made her out to be. She understands this could be seen as a serious concern. She stated she is honest and hard-working, she is here to benefit the community, she would not harm anyone in the community, and, she is looking for opportunity to continue to show this as she has been working in this industry for approximately five (5) years and is currently running the pawn section of Infinity Coins.

Police Captain Bill Squires stated the statute used to judge Ms. Boyette's application is pretty specific and simple. He reviewed the last section of 4-13-9, stating Ms. Boyette has been previously convicted of a felony. He stated in February 2018, Ms. Boyette was charged by the Idaho State Police (ISP) with trafficking in marijuana. This charge was plead down in August 2018. This information was used for the denial.

Councilmember Dingman questioned the integrity of the appellant's response to the denial with the personal use of Cannabidiol (CBD) salve as the nature of the felony. Captain Squires does not believe so. He stated the ISP report indicated this was an arrest from a traffic stop with baggage in Ms. Boyette's possession containing 17 different items labeled to contain THC or marijuana on the packaging. The total weight of these combined products was 795

grams, which is approximately 1.75 pounds of THC or marijuana product. He noted CBD oil is not marked this way. He also noted these items were field-tested by ISP which tested positive for THC. He believes the trafficking amount in Idaho is one (1) pound, this clearly exceeded this amount. To the response of Councilmember Francis, Captain Squires clarified Ms. Boyette was convicted of possession with intent to deliver. To the response of Councilmember Freeman, Mr. Fife stated the wording of 'may' in the code gives Council the discretion to deny the license. Ms. Boyette stated Idaho does not address CBD and puts CBD under the category of pot. She also stated her products were all CBD dominant which helps with pain. She indicated if the THC were extracted from her products it would have been a fraction of a gram. Ms. Boyette believed the CBD was a healthy alternative then her prescription for opioids. Captain Squires stated not a lot of these products were CBD-related products, all these products were stamped and tested for having THC and marijuana. He also stated all of these products were not just for therapeutic use. To the request of Mayor Casper, Ms. Hampton clarified the license is for owners only, not employees. To the response of Councilmember Francis, Captain Squires stated Ms. Boyette's denial was based on the criminal background information, he does not review the applications. Councilmember Smede questioned the CBD salve. Captain Squires read the list of the 17 items stamped with THC marijuana. He noted this charge occurred approximately 2½ years ago and would be at the highest criteria of denial if compared to other ordinances. Councilmember Francis believes there is a second chance at society although there is obligation to follow the law. Councilmember Freeman believes the products in the list appear benign. He also believes these products were personally used to help with pain. He stated Idaho is an island of other states for these products being illegal. Councilmember Hally does not believe Ms. Boyette is selling these products to other individuals, he believes she is using the products to manage pain. Councilmember Smede stated there was a lot of merchandise that was not described in the appeal and the appeal does not match the charges. She is hopeful Ms. Boyette is turning her life around and proving herself to her employer. Ms. Boyette reappeared. Ms. Boyette stated these items were used to make salve to wrap her broken ribs. She requested a compromise such as a trial period or a bond. Mayor Casper stated the law does not allow for deal making. She also stated full discourse would be far better in the future.

It was moved by Councilmember Freeman, to approve the appeal of Ms. Boyette. The motion died for lack of a second.

It was then moved by Councilmember Smede, seconded by Councilmember Francis, to deny the appeal. Roll call as follows: Aye – Councilmembers Smede, Francis. Nay – Councilmembers Hally, Dingman, Freeman. Motion failed.

It was then moved by Councilmember Freeman, seconded by Councilmember Dingman, to grant the appeal of Ms. Boyette. Roll call as follows: Aye – Councilmembers Freeman, Dingman, Hally. Nay – Councilmembers Francis, Smede. Motion carried.

Announcements:

Mayor Casper announced there are four (4) more days to apply for the Paycheck Protection Program at the Federal level; she encouraged mask wearing; she announced the Eastern Idaho State Fair Board has voted 4-2 to hold the fair although it is unknown if the City of Blackfoot will allow the fair to occur; she wished a happy and safe Fourth of July; and, she expressed her appreciation to the Councilmembers and staff.

There being no further business, the meeting adjourned at 10:50 p.m.

CITY CLERK	MAYOR

IDAHO FALLS

MEMORANDUM

FROM: Brad Cramer, Director

DATE: Thursday, July 2, 2020

RE: CV CDBG Allocations and Substantial Amendments to CDBG Plan

Council Action Desired

☐ Ordinance ☒ Resolution ☐ Public Hearing

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

1. To approve the Resolution adopting a substantial amendment to the CDBG Program Year 2020 Annual Action Plan, and give authorization for the Mayor and City Clerk to execute the necessary documents.

2. To approve the Resolution amending the CDBG Program Year 2020 Citizen Participation Plan applicable to the 2016-2020 Five-Year Consolidated Plan, and give authorization for the Mayor and City Clerk to execute the necessary documents.

3. To approve the Resolution approving CV CDBG funding allocations and including said allocations in the amended CDBG Program Year 2020 Annual Action Plan, and give authorization for the Mayor and City Clerk to execute the necessary documents.

Description, Background Information & Purpose

As part of the 2020 CARES Act, Idaho Falls was allocated additional CDBG funding. This funding was specifically intended to aid in the prevention of and recovery from COVID-19. Specific guidelines and requirements were given for the procedure for utilizing these funds. Following these guidelines and requirements, staff is recommending three actions. First, to amend the citizen participation plan to allow for shorter advertising and public comment periods. Second, to make a substantial amendment to the CDBG action plan to include CV CDBG funding. Third, to approve the requests received so far for CV CDBG funding. At this point, there are still funds remaining in the City's CV CDBG allocation and staff is planning another round of applications in the fall.

Relevant PBB Results & Department Strategic Plan

☐ ☒ ☐ ☐ ☒ ☒ ☐ ☐

The CV CDBG funds are approved for the prevention of and recovery from COVID-19. Following the HUD requirements for approval and distribution of these funds is consistent with community-oriented goals for Good Governance, Safety, and Livable Community.

Interdepartmental Coordination

NA

Fiscal Impact

Appropriate approval of the process and funds will result in up to approximately $250,000 in CV CDBG Funding.

Legal Review

Legal has reviewed the Resolutions

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, CDBG PROGRAM FOR A SUBSTNATIAL AMMENDMENT TO THE PROGRAM YEAR 2020 CDBG ANNUAL ACTION PLAN

WHEREAS, the City of Idaho Falls, Idaho has been designated as an entitlement city by the U.S. Department of Housing and Urban Development; and

WHEREAS, the City of Idaho Falls, Idaho, has prepared a One-Year CDBG Annual Action Plan for Program Year 2020 as part of the requirements of entitlement status; and

WHEREAS, the U.S. Department of Housing and Urban Development has approved the 2016-2020 Five Year CDBG Consolidated Plan and the Impediments to Fair Housing prepared by the City of Idaho Falls as part of the requirements of entitlement status; and

WHEREAS, the City of Idaho Falls, Idaho, held a public hearing on the PY2020 CDBG Annual Action Plan, Substantial Amendment on June 22, 2020; and

WHEREAS, due to COVID-19 and the CARES act, HUD allowed jurisdictions to modify the normal thirty (30) day public comment period to a five (5) day public comment period; and

WHEREAS, the City of Idaho Falls, Idaho, had a five-day comment period until and through June 29, 2020; and

WHEREAS, the City of Idaho Falls, Idaho, has considered comments received during the five-day comment period: and

WHEREAS, the City of Idaho Falls, Idaho, reached a Resolution on July 9, 2020.

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Idaho Falls, Idaho, as follows:

1. The PY2020 CDBG Annual Action Plan, Substantial Amendment, as prepared the Community Development Services Department, Planning Division, a copy of which is attached hereto and by this reference made a part of hereof, is hereby approved.
2. The Mayor is hereby authorized to sign the document for Federal assistance.

_____

Rebecca L. Noah Casper, Mayor

ATTEST:

_____ Date

_____

Kathy Hampton, City Clerk

CITY OF IDAHO FALLS SUBSTANTIAL AMENDMENT TO THE PY 2020 ANNUAL ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

1. Introduction

The City of Idaho Falls receives annual entitlement funds from the United States Department of Housing and Urban Development (HUD), which includes Community Development Block Grant (CDBG) funds.
Recognizing that changes may be necessary to Consolidated and Action Plans after approval, HUD allows for amendments to these plans.
Any substantial changes in funding, goals, or activities require a substantial amendment to the Consolidated Strategy Plan as set forth in 24 CFR Part 91.
Current Substantial Amendments Sections of the previous *2011-2015 CDBG Five Year Consolidated Plan,* and the current *2016-2021 CDBG Five Year Consolidated Plan* are as follows:

a) Any changes in funding 10% or more than the annual block grant allocation to any City Council approved activity;
b) And/or the addition of a new project or deletion of an existing project of any HUD eligible activity.

These potential activity changes must carry out the Consolidated Plan priorities. If an amendment is deemed necessary, the City will prepare the proposed changes and conduct a public hearing. A 30-day period will be established to receive comments on the amendment before documentation is submitted to HUD.

11. Description, Background Information & Purpose

With the passing of the Coronavirus Aid, Relief, and Economic Security Act (CARES ACT) on March 27, 2020 the City of Idaho Falls is expecting to receive $250,072 in the first round of PY2020 CV CDBG grant funds from the federally funded CDBG Program available through Housing and Urban Development (HUD).
In order to receive these funds, the City is completing a Substantial Amendment to their *FY2020 Community Development Block Grant (CDBG) Annual Action* and *Citizen Participation Plan(s)*.
These Plan amendments are being completed simultaneously with the CV CDBG funding opportunity process and schedule. A Notice of Amendment for the 2020 Community Development Block Grant Annual Action Plan and Citizen Participation Plan was advertised in the Post Register (May 31, 2020) and distributed by email to past CDBG recipients, community social service providers, presented during to the Region 6 housing Coalition via web meetings, and posted onto the City CDBG website.
No comments were received between May 31, and June 29, 2020.

111. Public Participation Summary

To expedite the distribution of CV CDBG funds, HUD lifted and modified current requirements to assist agencies and individuals that have been directly affected by COVID 19.

Some changes to current HUD guidelines included:
Suspending the 15% cap on public services activities;
30-day public comment reduced to 5-days;
Eliminating in-person public hearings and allowing grantees the option of virtual hearings.

New guidelines also allow HUD to waive further program requirements (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). Schedule and method to participate was included in all notices.

Regarding the CV CDBG funding opportunity, a *Notice to Apply* for CV CDBG funds was advertised in the Post Register (May 31, 2020) and distributed by email to past CDBG recipients, community social service providers, presented during to the Region 6 housing Coalition via web meetings, conference calls, internet based meetings, other forms of consultations, and posted onto the City CDBG website.
Emails and phone calls were made to several service provider organizations and agencies that provide public service type activities to low and moderate income (LMI) individuals and families in the (3) census tracts in Idaho Falls.

Organizations and agencies providing direct services to LMI individuals, including elderly and disabled persons, affected by COVID 19, are the intended beneficiaries of CV CDBG funds.
Notices to apply were received May 31, 2020 thru June 14, 2020.
June 22, 2020, applicants and public were invited to participate through a live streamed Council Work Session. The meeting was held to review applications received, answer questions regarding the funding process and requests, and open the 5-day public hearing to receive comments.

Public hearing was held June 22 thru June 29, 2020.
No comments were received between May 31, and June 29, 2020.
After which time, the Council decided on activities/projects to fund.
A Resolution is pending for the July 9, 2020, 7:30 pm. Council Meeting which will be made available by live stream to applicants and the public.
Resolution(s) to be presented by Council on July 9, 2020:
CV CDBG Allocated Activities/Projects;
Amended 2020 CDBG Annual Action Plan;
Amended Citizen Participation Plan.

1V. Proposed Uses of CV CDBG:

Table of eligible activities/projects are consistent with CV CDBG requirements of allocating funds to activities and projects that assist, address, and prevent COVID 19/Infectious Disease.
Proposed activities/projects do not create a duplication of benefits.
In addition, the proposed activities/projects help struggling agencies and organizations plan and address the "Post Pandemic Period" as it relates to increased needs such as: food insecurities, unemployment, and housing needs due to not being able to make rent or house payments.

Applicant	Activity/Project	Beneficiaries: Low & Moderate Income (LMI) Census Tracts 9707, 9711, 9712	Amount Requested
Idaho Falls Senior Citizen Community Center	Assistance for increase in food costs/availability due to COVID 19. Funds to continue home delivered meals June-Oct.	LMI elderly/disabled individuals within CT neighborhoods.	**$12,000**
New Day Lutheran	Summer Food Service Program for School Dist. 91 (July-Aug).	LMI children/youth in CT neighborhoods.	**$5000.00**
EICAP Services Family/Emergency	Emergency, Rental Assistance, Haven operational Costs.	LMI homeless, at risk of being homeless, victims of domestic violence, and operational needs at Haven (temp emergency shelter).	**$25,000**
Trinity United Methodist Church	Temporary Emergency Shelter for adult men. Provides overnight shelter and breakfast.	(6) LMI adult homeless men. Trinity Methodist Church located in CT 9711.	**$7,499.00**
Idaho Falls Arts Council (IFAC)	Building Improvements to install permanent sneeze guards to ticket counters at ARTItorium and Willard Arts Center. Purchase health/safety supplies.	Nonprofit business in CT 9712 and Slum and Blight by area in Downtown Idaho Falls.	**$1,450.00**
Community Food Basket Idaho Falls/Idaho Falls Soup Kitchen	Equipment to support sudden significant needs increase. Commercial gas stove, standing commercial dishwasher, (6) 8 ft. plastic sorting tables, and a 17 ft. utility dump trailer to move fruit/produce from their Urban Farm Program to those in need.	Nonprofit agency providing monthly meals to over 1200 families and individuals with food Insecurities.	**$16,000**
IFP Utility Assistance	Utility assistance to LMI renters and homeowners March 2020 to present.	City Utility assistance for LMI individuals and families living within CT 9707, 9711, 9712.	**$15,000**
Downtown Event Center (DEC)	Modifications of storefront with a parklet on Park Ave. Infrastructure to support a street pocket park for outdoor service that meets social distancing requirements.	Benefits economy and assists a downtown business in CT 9712 affected by COVID 19. Modifications will accommodate 20 people sitting and 32 people standing.	**$17,000**
Administration of CV CDBG	Administration of COVID 19 Community Development Block Grant (CDBG) funds. CV CDBG/CARES Act.	Administration of CV CDBG to assist 70% LMI individuals in CTs: address, assist, prevent COVID 19/Infectious Disease.	**$31,347.00**
TOTALS			**$130,296.00**

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, CDBG PROGRAM, TO AMMEND THE CITIZEN PARTICIPATION PLAN OF THE 2020 ANNUAL ACTION PLAN APPLICABLE TO THE 2016-2020 FIVE YEAR CONSOLIDATED PLAN

WHEREAS, the City of Idaho Falls, Idaho has been designated as an entitlement city by the U.S. Department of Housing and Urban Development; and

WHEREAS, the City of Idaho Falls, Idaho, has prepared a One-Year CDBG Annual Action Plan for Program Year 2020 as part of the requirements of entitlement status; and

WHEREAS, the U.S. Department of Housing and Urban Development has approved the 2016-2020 Five Year CDBG Consolidated Plan and the Impediments to Fair Housing prepared by the City of Idaho Falls as part of the requirements of entitlement status; and

WHEREAS, the City of Idaho Falls, Idaho, held a public hearing on the PY2020 CDBG Annual Action Plan, Substantial Amendment, on June 22, 2020; and

WHEREAS, due to COVID-19 and the CARES act, HUD allowed jurisdictions to modify the normal thirty (30) day public comment period to a five (5) day public comment period; and

WHEREAS, the City of Idaho Falls, Idaho, had a five-day comment period until and through June 29, 2020; and

WHEREAS, the City of Idaho Falls, Idaho, has considered comments received during the five-day comment period.

WHEREAS, the City of Idaho Falls, Idaho, reached a Resolution on July 9, 2020.

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Idaho Falls, Idaho, as follows:

1. The Substantial Amendment to the Citizen Participation Plan of the 2020 Annual Action Plan Applicable to the 2016-2020 Five Year Consolidated Plan, as prepared by the Community Development Services Department, Planning Division, a copy of which is attached hereto and by this reference made a part of hereof, is hereby approved.
2. The Mayor is hereby authorized to sign the document for Federal assistance.

_____

Rebecca L. Noah Casper, Mayor

ATTEST:

_____ Date

_____

Kathy Hampton, City Clerk

Current and Proposed Substantial Amendment of CPP Section of CDBG Five Year Consolidated Plan

Current Substantial Amendments Section of the *Idaho Falls Five Year Consolidated Plan, 2011-2015* and the current *2016-2021 Plan* are as follows:
Recognizing that changes may be necessary to Consolidated and Action Plans after approval, HUD allows for amendments to these plans.
The following criteria will be used in determining if any amendment is necessary.

a) Any changes in funding 10% or more than the annual block grant allocation to any City Council approved activity;
b) And/or the addition of a new project or deletion of an existing project of any HUD eligible activity.

These potential activity changes must carry out the Consolidated Plan priorities. If an amendment is deemed necessary, the City will prepare the proposed changes and conduct a public hearing.
A 30-day period will be established to receive comments on the amendment before documentation is submitted to HUD.

Substantial Amendments and changes to the *Idaho Falls Five Year Consolidated Plan, 2016-2021* for CDBG funding under fiscal year 2019, fiscal year 2020 and the Coronavirus Aid, Relief and Economic Security Act or CARES Act:
The City of Idaho Falls may provide a 5-day notice of a proposed change or substantial amendment beginning April 8, 2020 as allowed under a HUD waiver.
The City of Idaho Falls may provide a 5-day public comment period for citizens to participate and provide comments.
Comments received during that timeframe will be considered and included in the comment section of the Plan.

The following conditions are considered "Substantial Amendment Criteria"

1. Any changes in funding of 10% or more than the annual block grant allocation to any City Council approved activity;
2. And/or the addition of a new project or deletion of an existing project of any HUD eligible activity;
3. A Governor declared state of emergency where federal funds are reallocated to address the emergency;
4. Declared disasters or emergency events to include infectious diseases, such as the recent coronavirus 19 (COVID-19) pandemic, that may necessitate expedited substantial amendments;
5. Possible actions, including reprogramming of funding and types of possible activities, that may be undertaken in response to the COVID-19 pandemic;
6. Provisions relative to Consolidated Plan citizen participation and CDBG waivers made available under the Coronavirus Aid, Relief, and Economic Security (CARES) Act;
7. Citizen participation in regards to minor edits and formatting that do not change current citizen participation policies.

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, AMENDED CDBG PROGRAM YEAR 2020 ANNUAL ACTION PLAN TO APPROVE CV CDBG ACTIVITIES AND PROJECTS AS PROVIDED IN ATTACHED TABLE

WHEREAS, the City of Idaho Falls, Idaho has been designated as an entitlement city by the U.S. Department of Housing and Urban Development; and

WHEREAS, the City of Idaho Falls, Idaho, has prepared a One-Year CDBG Annual Action Plan for Program Year 2020 as part of the requirements of entitlement status; and

WHEREAS, the City of Idaho Falls, Idaho, has prepared an amendment of the Citizen Participation Plan applicable to the 2016-2020 CDBG Five Year Consolidated Plan and 2020 CDBG Annual Action Plan; and

WHEREAS, the U.S. Department of Housing and Urban Development has approved the 2016-2020 Five Year CDBG Consolidated Plan and the Impediments to Fair Housing prepared by the City of Idaho Falls as part of the requirements of entitlement status; and

WHEREAS, the City of Idaho Falls, Idaho, held a public hearing on the PY2020 CDBG Annual Action Plan, Substantial Amendment, on June 29, 2020; and

WHEREAS, due to COVID-19 and the CARES act, HUD allowed jurisdictions to modify the normal thirty (30) day public comment period to a five (5) day public comment period; and

WHEREAS, the City of Idaho Falls, Idaho, had a five-day comment period until and through June 29, 2020; and

WHEREAS, the City of Idaho Falls, Idaho, has considered comments received during the five-day comment period; and

WHEREAS, the City of Idaho Falls, Idaho, reached a Resolution on July 9,2020.

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Idaho Falls, Idaho, as follows:

1. The Substantially amended CDBG Program Year 2020 Annual Action Plan with approved CV CDBG Activities and Projects, as prepared by the Community Development Services Department, Planning Division, a copy of which is attached hereto and by this reference made a part of hereof, is hereby approved.
2. The Mayor is hereby authorized to sign the document for Federal assistance.

_____

Rebecca L. Noah Casper, Mayor

ATTEST:

_____ Date

_____

Kathy Hampton, City Clerk

City of Idaho Falls - CV CDBG Allocation $250,072
Activities/Projects Recommended for Funding

Applicant	Activity/Project	Beneficiaries: Low & Moderate Income (LMI) Census Tracts 9707, 9711, 9712	Amount Requested
Idaho Falls Senior Citizen Community Cntr	Assistance for increase in food costs/availability due to COVID 19. Funds to continue home delivered meals June- Oct.	LMI elderly/disabled individuals within CT neighborhoods.	**$12,000**
New Day Lutheran	Summer Food Service Program for School Dist. 91 for July - Aug.	LMI children/youth in CT neighborhoods.	**$5000.00**
EICAP Services Family/Emergency	Emergency, Rental Assistance, Haven operational Costs.	LMI homeless, at risk of being homeless, victims of domestic violence, and operational needs at the Haven (temporary emergency shelter).	**$25,000**
Trinity United Methodist Church	Temporary Emergency Shelter for adult men. Provides overnight shelter and breakfast.	(6) LMI adult homeless men. Trinity Methodist Church located in CT 9711.	**$7,499.00**
Idaho Falls Arts Council (IFAC)	Building Improvements to install permanent sneeze guards to ticket counters at ARTItorium and Willard Arts Center. Purchase health/safety supplies.	Nonprofit business in CT 9712 and Slum and Blight by area in Downtown Idaho Falls.	**$1,450.00**
Community Food Basket Idaho Falls/Idaho Falls Soup Kitchen	Equipment to support sudden significant needs increase. Commercial gas stove, standing commercial dishwasher, (6) 8 ft. plastic sorting tables, and a 17 ft. utility dump trailer to move fruit/produce from their Urban Farm Program to those in need.	Nonprofit agency providing monthly meals to over 1200 families and individuals with food Insecurities.	**$16,000**
IFP Utility Assistance	Utility assistance to LMI renters and homeowners from March 2020 to present.	City Utility assistance for LMI individuals and families living within CT 9707, 9711, 9712.	**$15,000**
Downtown Event Center (DEC)	Modifications of storefront with a parklet on Park Ave. Infrastructure to support a street pocket park for outdoor service that meets social distancing requirements.	Benefits economy and assists a downtown business in CT 9712 affected by COVID 19. Modifications will accommodate 20 people sitting and 32 people standing.	**$17,000**
Administration of CV CDBG	Administration of COVID 19 Community Development Block Grant (CDBG) funds. CV CDBG through the CARES Act.	Administration of CV CDBG to assist 70% or more LMI individuals within (3) census tracts. Address, assist, prevent COVID 19/Infectious Disease.	**$31,347.00**
TOTALS			**$130,296.00**

IDAHO FALLS

MEMORANDUM

FROM: Pam Alexander, Municipal Services Director

DATE: Wednesday, July 1, 2020

RE: Transfer of Fire Equipment to Raft River Fire Protection District

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

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

Approve transfer of City property pursuant to Idaho Statute §67-2322 of one tan Eastern Technologies XM-1098 tank semitrailer and one BAE Tactical Systems M1088 all-wheel drive tractor truck to Raft River Fire Protection District. Idaho Statute §67-2322 provides guidelines for the transfer of property by a local unit of government to another government entity.

Description, Background Information & Purpose

In 2018 and 2019, the Idaho Falls Fire department acquired through the DOD Fire Fighter Program (FFP) the two vehicles to assist in the wildland urban interface areas in Bonneville County as well as to provide additional resources for mutual aid and assist the Idaho Department of Lands. Due to the acquisition of more efficient water tenders, the department has not utilized this equipment and does not plan to in the future. Through the DOD FFP there is no cost to the municipal fire departments to receive such equipment.

Relevant PBB Results & Department Strategic Plan

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

The transfer of the equipment supports the reliable public infrastructure and transportation community-oriented result by transferring City equipment no longer needed to another community.

Interdepartmental Coordination

The Fire Department concurs with the transfer of equipment pursuant to Idaho Statute §67-2322.

Fiscal Impact

The equipment transfer will save the Fire Department annual operating, storage and license costs.

Legal Review

Legal has reviewed the transfer request and concurs that the Council action desired is within State Statute.

IDAHO FALLS

MEMORANDUM

FROM: Pam Alexander, Municipal Services Director

DATE: Tuesday, June 30, 2020

RE: IF-20-23, Underground Fiber Project Phase II – Electric and Fiber

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

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

Accept and approve the bid from the lowest responsive and responsible bidder, Bluelake Utility Services, LLC of Meridian, Idaho for a total contract amount of $354,700.00 or take other action deemed appropriate.

Description, Background Information & Purpose

This contract will provide underground conduit and handhole installation services for electric and residential fiber. The project scope is estimated to be 80% electrical and 20% fiber.

Relevant PBB Results & Department Strategic Plan

☐ ☐ ☒ ☐ ☐ ☐ ☐ ☒

The purchase of the underground services supports the well-planned growth and development community-oriented result by replacing electric infrastructure and at the same time installing residential fiber conduit for future fiber service availability.

Interdepartmental Coordination

Idaho Falls Power concurs with Municipal Services Department recommendation for award.

Fiscal Impact

Funds for the installation services are budgeted within the 2019/20 Idaho Falls Power Electric and Fiber budgets.

Legal Review

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

Office of the Purchasing Agent
Opening Date: June 19, 2020 2pm

CITY OF IDAHO FALLS

Bid IF-20-23, Underground Fiber Project Phase 2

Bidder	BID BOND	PW LICENSE	ADDENDUM 1	BASE BID: Mobilization Fee	BASE BID: Conduit & Handhole Installations	ALT 1	ALT 2	ALT 3	ALT 4	ALT 5	ALT 6	Subcontractor #1	Subcontractor #2	Subcontractor #3
Bluelake Utility Services, LLC				$ 15,000.00	$ 254,200.00	$ 23,000.00	$ 9,500.00	$ 9,500.00	$ 15,000.00	$ 14,000.00	$ 14,500.00			
Meridian, ID - PW # 036186-AAA-4	X	X	X											
Grand total of base bid and alternates 1-6											$ 354,700.00	NA	NA	NA
B. Jackson Construction, Inc				$ 8,000.00	$ 552,303.76	$ 28,400.00	$ 13,100.00	$ 11,835.00	$ 18,105.00	$ 15,555.00	$ 17,795.00			
West Jordan, UT - PW # RCE-37409	X	X	X											
Grand total of base bid and alternates 1-6											$ 665,093.76	Omega, LLC	FONUA Construction, LLC	
Grand total of base bid and alternates 1-6											$ -			
Grand total of base bid and alternates 1-6											$ -			
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Grand total of base bid and alternates 1-6											$ -			
Grand total of base bid and alternates 1-6											$ -			

IDAHO FALLS

MEMORANDUM

FROM: Bear Prairie, General Manager

DATE: Wednesday, July 1, 2020

RE: Construction Agreement for Fiber Optic Cable Splicing

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

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

Approve the Construction Agreements with Advanced Cable Technology, LLC., Cook Cabling, and Spligitty for fiber optic cable splicing at a not-to-exceed total amount of $100,000 (or take other action deemed appropriate).

Description, Background Information & Purpose

Approval of these three contracts will allow Idaho Falls Power/Fiber (IFP/IFF) to contract for services on an as-needed basis and obtain the best pricing for fiber optic cable splicing as part of the City of Idaho Falls Fiber Expansion Project, which was approved by the Idaho Falls City Council on October 17, 2019. IFF will use the lowest cost available contractor for each specific splicing project.

Relevant PBB Results & Department Strategic Plan

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This action supports our readiness for reliable public infrastructure, assuring long-term reliability. It also supports the growth element of the IFP Strategic Plan.

Interdepartmental Coordination

Idaho Falls Power and Legal Services concur that this agreement is appropriate.

Fiscal Impact

The construction work supported by this agreement is budgeted for in the 2019/20 Capital Plan.

Legal Review

Legal has reviewed and approved this agreement.

FIBER CONSTRUCTION AGREEMENT

THIS Fiber construction AGREEMENT, entered into this 7 day of July, 2020, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho (hereinafter "CITY"), and Advanced Cable Technology, LLC., ~~2106 E State St., Eagle, ID 83616~~, (hereinafter "Agreement") 10171 HWY 44 , MIDDLETON IDAHO 83644

WITNESSETH:

WHEREAS, pursuant to the invitation of CITY to do fiber optic splicing in Idaho Falls (the "Project"), CONTRACTOR did, in accordance therewith file with CITY a proposal containing an offer which was invited by said notice; and

WHEREAS, CONTRACTOR submitted a responsive bid for perform work from time to time; and

NOW THEREFORE, the parties to this Agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

SECTION 1
PROJECT DOCUMENTS

The Project Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed include this Agreement and the Project Plans provided for each splicing project and incorporated in this Agreement by this reference.

SECTION 2
SCOPE OF WORK

CONTRACTOR shall complete all services necessary to complete fiber optic fusion splicing projects assigned by the CITY. The CITY will provide all splice cases, splice trays, and heat shrink tubes needed to complete each assigned project.

SECTION 3
PROJECT TIME / SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be completed in a timely manner. Project completion will be established between CONTRACTOR and the CITY on each assigned project. Failure to complete projects on established timelines will forfeit the opportunity to receive future splicing projects.

SECTION 4
NOT-TO-EXCEED AMOUNT

CITY shall pay CONTRACTOR for completion of work in accordance with "Exhibit A" quantity pricing sheet that was provided by the CONTRACTOR to the CITY. Work performed is not-to-exceed amount of one-hundred thousand dollars ($100,000.00). This not-to-exceed amount is based upon estimated work and is not a guaranteed amount.

SECTION 5
PAYMENT

Payment from the CITY to the CONTRACTOR when CONTRACTOR has fully performed the Agreement except for CONTRACTOR's responsibility to correct work, and to satisfy other requirements, if any. Payments will be made monthly.

SECTION 6
INDEPENDENT CONTRACTOR

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

SECTION 7
CONTRACTOR'S RESPONSIBILITIES

1. Permits:
   CONTRACTOR shall obtain and comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder as may be required by the local jurisdiction.

2. Work in the Right-of-Way:
   During any period of relocation, construction, or maintenance in the public easement, public streets, or Right-of-Way, CONTRACTOR shall comply with all applicable public health and safety rules and regulations, as required by and law, statute, regulation, ordinance, or resolution of any jurisdiction, regulator, agency, or authority of the City, state, or federal government, including but not limited to, receiving a Public Right-of-Way Contractors License from CITY and complying with the regulations and terms thereof. CONTRACTOR is required to coordinate all work in public easement, public streets, or Right-of-Way with CITY's Public Works Department.

SECTION 8
HOLD HARMLESS INDEMNIFICATION

In addition to other rights granted CITY by the Project Documents, CONTRACTOR shall indemnify and save harmless CITY, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the negligent operations of CONTRACTOR or its subcontractors; or on account of or in consequence of any neglect in safeguarding the Work.

Within the limits of the Idaho Tort Claims Act and the Idaho Constitution, CITY agrees to indemnify, defend, and hold harmless CONTRACTOR and its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for the acts or

omission of CITY and its officers, agents, and employees, in performance of this Agreement.

SECTION 9
CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct, or indirect, in the Project which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to CITY.

SECTION 10
ENTIRE AGREEMENT, MODIFICATION, AND ASSIGNABILITY

This Agreement and Project Documents hereto contain the entire Agreement between the parties for this subject matter, and no other statements, promises, or inducements made by either party, or agents of either party are valid or binding. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder other than as contemplated by the Project Documents, without the prior written consent and express authorization of CITY.

SECTION 11
ADHERENCE TO LAW REQUIRED

All applicable local, state, and federal statutes and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. CONTRACTOR and CONTRACTOR's surety shall indemnify and save harmless CITY and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations by CONTRACTOR.

SECTION 12
LEGAL FEES / JURISDICTION AND VENUE

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

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

SECTION 13
NON-DISCRIMINATION

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

Nothing in this section shall require CONTRACTOR to go beyond the reasonable accommodation requirements of the Americans with Disabilities Act in regards to accommodating any employee or applicant for employment.

SECTION 14
SPECIAL WARRANTY

CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. CONTRACTOR further declares that no improper personal, political, or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void.

SECTION 15
COMMUNICATIONS

Written notice as are required by this Agreement shall be satisfied by mailing, emailing, or by personal delivery to the parties at the following mailing addresses:

CONTRACTOR:
~~Advanced Cable Technologies~~
~~2106 E State St.~~
~~Eagle, ID 83616~~
(208) 939-1569

ADVANCED CABLE TECHNOLOGY
10171 HWY 44
MIDDLETON, IDAHO 83644

CITY:
Stephen Boorman
140 S. Capital Ave.
Idaho Falls, ID 83402
(208) 612-8430
sboorman@ifpower.org

Neither CITY's nor CONTRACTOR's representative shall be changed without ten (10) days prior written notice to the other party.

SECTION 16
INSURANCE AND BOND REQUIREMENTS

CONTRACTOR shall purchase and maintain a comprehensive general liability insurance coverage, in an amount not less than five hundred thousand dollars ($500,000) single limit liability for personal injury, death and property damage and shall carry an endorsement naming the City as an additional insured under said policy.

SECTION 17
CITY'S RIGHT FOR TERMINATION OR SUSPENSION

1. Termination of the Construction Agreement for Default. Without limitation to any of CITY's other rights or remedies at law or in equity, and reserving to itself all rights to losses related thereto, CITY shall have the right to terminate this Agreement, in whole or in part, upon the failure of CONTRACTOR to promptly cure any default within fourteen (14) days of CITY's written notice to CONTRACTOR. CITY's election to terminate the Agreement for default shall be communicated by giving CONTRACTOR a written notice of termination. Any notice of termination given to CONTRACTOR by CITY shall be effective immediately, unless otherwise provided.

2. Suspension by City for Convenience. CITY may, at any time and from time to time, without cause, order CONTRACTOR, in writing, to suspend, delay, or interrupt the Project in whole or in part for such period of time, as CITY may determine, up to an a period of five (5) days. The period of suspension shall be computed from the date of the written order.

   Upon receipt of a Suspension Order, CONTRACTOR shall, at CITY's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Project covered by the Suspension Order during the period of the Suspension Order.

   Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by CONTRACTOR and CITY, CITY shall either

   a. cancel the Suspension Order; or

   b. delete the portion of the Project covered by the Suspension Order by issuing a change order.

   If a Suspension Order is canceled or expires, CONTRACTOR shall resume and continue with the Project. A change order shall be issued to cover any adjustments of the not-to-exceed amount or the Project Time necessarily caused by such suspension. The provisions of this section shall not apply if an order to stop or suspend work is not issued by CITY.

   A Suspension Order shall not be required to stop the Work as permitted or required under any other provision of the Project Documents.

3. Termination Without Cause. CITY shall have the option, at its sole discretion and without cause, of terminating this Agreement in part or in whole by giving thirty (30) days written notice to CONTRACTOR. CONTRACTOR agrees to accept such sums as allowed under this section as its sole and exclusive compensation and waives any claim for other compensation or losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of

any kind.

Following such termination and within forty-five (45) days after receipt of a billing from CONTRACTOR seeking payment of sums authorized by this section, CITY shall pay to CONTRACTOR as its sole compensation for performance of the Project the following:

a. For Work Performed. The amount of the not-to-exceed amount allocable to the portion of the Project properly performed by CONTRACTOR as of the date of termination, less sums previously paid to CONTRACTOR.

4. Subcontractors. CONTRACTOR shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by CONTRACTOR on terms that are consistent with this Agreement and that afford no greater rights of recovery against CONTRACTOR than are afforded to CONTRACTOR under this section.

5. CONTRACTOR's Duties Upon Termination. Upon receipt of a notice of termination for default or for convenience, CONTRACTOR shall, unless the notice directs otherwise, do the following:

a. Immediately discontinue the Project to the extent specified in the notice;

b. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Project as is not discontinued;

c. Provide to CITY a description, in writing no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and agreements that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Project covered and a copy of the subcontract, purchase order or agreement and any written changes, amendments or modifications thereto, together with such other information as CITY may determine necessary in order to decide whether to accept assignment of or request CONTRACTOR to terminate the subcontract, purchase order or Agreement;

d. Promptly assign to CITY those subcontracts, purchase orders or agreements, or portions thereof, that CITY elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or agreements, or portions thereof, that CITY does not elect to accept by assignment; and

e. Thereafter do only such work as may be necessary to preserve and protect the Project already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

SECTION 18
CONTRACTOR'S RIGHT FOR TERMINATION

1. Termination for Cause. CONTRACTOR may terminate this Agreement for cause only upon the occurrence of one (1) of the following:

a. For Work Stoppage. The Work is stopped for sixty (60) consecutive days, through no act or fault of CONTRACTOR, any Subcontractor, or any employee or agent of CONTRACTOR or any Subcontractor, due to issuance of an order of a court or other public authority, other than CITY, having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.

b. For City's Non-Payment. If CITY does not make payment of sums that are not in good faith disputed by CITY and does not cure such default within fourteen (14) days after receipt of notice from CONTRACTOR, then upon an additional fourteen (14) days' notice to CITY, CONTRACTOR may terminate the Agreement.

2. Damages to CONTRACTOR. In the event of termination for cause by CONTRACTOR, CITY shall pay CONTRACTOR the sums provided for in Section 16.3 above. CONTRACTOR agrees to accept such sums as its sole and exclusive compensation and agrees to waive any claim for other compensation or losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect and incidental damages, of any kind.

IN WITNESS WHEREOF, said CONTRACTOR and CITY have caused this Agreement to be executed on the day and year first above written.

ATTEST:

By_____

Kathy Hampton, City Clerk

"CITY"

City of Idaho Falls, Idaho

By_____

Rebecca L. Noah Casper, Mayor

"CONTRACTOR"
Advanced Cable Technology, LLC

By_____

STATE OF IDAHO)

) ss.

County of Bonneville)

On this 7 day of July, 2020, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, a municipal corporation that executed the

foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

_____

Notary Public of Idaho

Residing at: _____

My Commission Expires:_____

(Seal)

STATE OF _____)

) ss:

County of _____)

On this 7 day of July, 2020, before me, the undersigned, a notary public, in and for said State, personally appeared Jason Stewart, known or identified to me to be the owner and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said Advanced Cable Technology, LLC.

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

CHERYL ERASMY
Comm. No. 64541
NOTARY
PUBLIC
Expires: 11/06/2020
STATE OF IDAHO

Cheryl Erasmy

Notary Public of Idaho

Residing at: 10171 Hwy 44 Middleton Id 83644

My Commission Expires: 11-06-2020

(Seal)

STATE OF Idaho)

) ss:

County of Ada)

EXIBIT A

Description	Unit Code	UOM	Labor Rate	Material Price	Total L&M	Estimated Quantity	Total Price
Splicing and Testing							
Prep small drop closure 72 fibers or less	600-1	EA			$ 75.00	0	$ -
Prep aerial small drop closure 72 fibers or less	600-10	EA			$ 75.00	0	$ -
Prep splice closure up to 144 splices	600-2B	EA			$ 150.00	0	$ -
Prep splice closure 192-432 splices	600-3B	EA			$ 150.00	0	$ -
Prep splice closure 576-864 splices	600-3C	EA			$ 200.00	0	
Prep Corning 24port DD RH Assy	600-7RH	EA			$ 50.00	0	$ -
Prep Corning 24port DD LH Assy	600-7LH	EA			$ 50.00	0	$ -
Re-enter UG Splice Closure	600-8	EA			$ 75.00	0	$ -
Re-enter Aerial Splice Closure	600-13	EA			$ 150.00	0	$ -
Fusion Splice 1-36 Fibers per location	601-3	EA			$ 45.00	0	$ -
Fusion Splice 37-72 Fibers per location	601-5	EA			$ 40.00	0	$ -
Fusion Splice 73-144 Fibers per location	601-7	EA			$ 35.00	0	$ -
Fusion Splice 145 Fibers and greater per location	601-9	EA			$ 18.00	0	$ -
Fusion Splice 1-144 in shelter	601-13	EA			$ 30.00	0	$ -
Fusion Splice 145 and greater in shelter	601-14	EA			$ 18.00	0	$ -
OTDR uni-directional dual wavelength test per fiber	602-2	EA			$ 10.00	0	$ -
Mid-Span Sheath Access	602-1	EA			$ 200.00	0	$ -
After Hours Scheduled T&M rate	HRLY				$ 75.00	0	$ -
Emergency T&M rate	E-HRLY				$ 95.00	0	
Splicing Total							$ -

FIBER CONSTRUCTION AGREEMENT

THIS Fiber construction AGREEMENT, entered into this ___ day of _____, 2020, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho (hereinafter "CITY"), and Cook Cabling, 2301 W Hwy 31, Victor, ID 83445, (hereinafter "Agreement")

WITNESSETH:

WHEREAS, pursuant to the invitation of CITY to do fiber optic splicing in Idaho Falls (the "Project"), CONTRACTOR did, in accordance therewith file with CITY a proposal containing an offer which was invited by said notice; and

WHEREAS, CONTRACTOR submitted a responsive bid for perform work from time to time; and

NOW THEREFORE, the parties to this Agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

SECTION 1
PROJECT DOCUMENTS

The Project Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed include this Agreement and the Project Plans provided for each splicing project and incorporated in this Agreement by this reference.

SECTION 2
SCOPE OF WORK

CONTRACTOR shall complete all services necessary to complete fiber optic fusion splicing projects assigned by the CITY. The CITY will provide all splice cases, splice trays, and heat shrink tubes needed to complete each assigned project.

SECTION 3
PROJECT TIME / SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be completed in a timely manner. Project completion will be established between CONTRACTOR and the CITY on each assigned project. Failure to complete projects on established timelines will forfeit the opportunity to receive future splicing projects.

SECTION 4
NOT-TO-EXCEED AMOUNT

CITY shall pay CONTRACTOR for completion of work in accordance with "Exhibit A" quantity pricing sheet that was provided by the CONTRACTOR to the CITY. Work performed is not-to-exceed amount of one-hundred thousand dollars ($100,000.00). This not-to-exceed amount is based upon estimated work and is not a guaranteed amount.

SECTION 5
PAYMENT

Payment from the CITY to the CONTRACTOR when CONTRACTOR has fully performed the Agreement except for CONTRACTOR's responsibility to correct work, and to satisfy other requirements, if any. Payments will be made monthly.

SECTION 6
INDEPENDENT CONTRACTOR

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

SECTION 7
CONTRACTOR'S RESPONSIBILITIES

1. Permits:
   CONTRACTOR shall obtain and comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder as may be required by the local jurisdiction.

2. Work in the Right-of-Way:
   During any period of relocation, construction, or maintenance in the public easement, public streets, or Right-of-Way, CONTRACTOR shall comply with all applicable public health and safety rules and regulations, as required by and law, statute, regulation, ordinance, or resolution of any jurisdiction, regulator, agency, or authority of the City, state, or federal government, including but not limited to, receiving a Public Right-of-Way Contractors License from CITY and complying with the regulations and terms thereof. CONTRACTOR is required to coordinate all work in public easement, public streets, or Right-of-Way with CITY's Public Works Department.

SECTION 8
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In addition to other rights granted CITY by the Project Documents, CONTRACTOR shall indemnify and save harmless CITY, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the negligent operations of CONTRACTOR or its subcontractors; or on account of or in consequence of any neglect in safeguarding the Work.

Within the limits of the Idaho Tort Claims Act and the Idaho Constitution, CITY agrees to indemnify, defend, and hold harmless CONTRACTOR and its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for the acts or

omission of CITY and its officers, agents, and employees, in performance of this Agreement.

SECTION 9
CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct, or indirect, in the Project which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to CITY.

SECTION 10
ENTIRE AGREEMENT, MODIFICATION, AND ASSIGNABILITY

This Agreement and Project Documents hereto contain the entire Agreement between the parties for this subject matter, and no other statements, promises, or inducements made by either party, or agents of either party are valid or binding. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder other than as contemplated by the Project Documents, without the prior written consent and express authorization of CITY.

SECTION 11
ADHERENCE TO LAW REQUIRED

All applicable local, state, and federal statutes and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. CONTRACTOR and CONTRACTOR's surety shall indemnify and save harmless CITY and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations by CONTRACTOR.

SECTION 12
LEGAL FEES / JURISDICTION AND VENUE

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

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

SECTION 13
NON-DISCRIMINATION

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

Nothing in this section shall require CONTRACTOR to go beyond the reasonable accommodation requirements of the Americans with Disabilities Act in regards to accommodating any employee or applicant for employment.

SECTION 14
SPECIAL WARRANTY

CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. CONTRACTOR further declares that no improper personal, political, or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void.

SECTION 15
COMMUNICATIONS

Written notice as are required by this Agreement shall be satisfied by mailing, emailing, or by personal delivery to the parties at the following mailing addresses:

CONTRACTOR:
Cooke Cabling
2301 W Hwy 31
Victor, ID 83445
Casey Cooke (208) 399-2144
Jacki Cooke (208) 399-2145

CITY:
Stephen Boorman
140 S. Capital Ave.
Idaho Falls, ID 83402
(208) 612-8430
sboorman@ifpower.org

Neither CITY's nor CONTRACTOR's representative shall be changed without ten (10) days prior written notice to the other party.

SECTION 16
INSURANCE AND BOND REQUIREMENTS

CONTRACTOR shall purchase and maintain a comprehensive general liability insurance coverage, in an amount not less than five hundred thousand dollars ($500,000) single limit liability for personal injury, death and property damage and shall carry an endorsement naming the City as an additional insured under said policy.

SECTION 17
CITY'S RIGHT FOR TERMINATION OR SUSPENSION

1. Termination of the Construction Agreement for Default. Without limitation to any of CITY's other rights or remedies at law or in equity, and reserving to itself all rights to losses related thereto, CITY shall have the right to terminate this Agreement, in whole or in part, upon the failure of CONTRACTOR to promptly cure any default within fourteen (14) days of CITY's written notice to CONTRACTOR. CITY's election to terminate the Agreement for default shall be communicated by giving CONTRACTOR a written notice of termination. Any notice of termination given to CONTRACTOR by CITY shall be effective immediately, unless otherwise provided.

2. Suspension by City for Convenience. CITY may, at any time and from time to time, without cause, order CONTRACTOR, in writing, to suspend, delay, or interrupt the Project in whole or in part for such period of time, as CITY may determine, up to an a period of five (5) days. The period of suspension shall be computed from the date of the written order.

   Upon receipt of a Suspension Order, CONTRACTOR shall, at CITY's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Project covered by the Suspension Order during the period of the Suspension Order.

   Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by CONTRACTOR and CITY, CITY shall either

   a. cancel the Suspension Order; or

   b. delete the portion of the Project covered by the Suspension Order by issuing a change order.

   If a Suspension Order is canceled or expires, CONTRACTOR shall resume and continue with the Project. A change order shall be issued to cover any adjustments of the not-to-exceed amount or the Project Time necessarily caused by such suspension. The provisions of this section shall not apply if an order to stop or suspend work is not issued by CITY.

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3. Termination Without Cause. CITY shall have the option, at its sole discretion and without cause, of terminating this Agreement in part or in whole by giving thirty (30) days written notice to CONTRACTOR. CONTRACTOR agrees to accept such sums as allowed under this section as its sole and exclusive compensation and waives any claim for other compensation or losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of

any kind.

Following such termination and within forty-five (45) days after receipt of a billing from CONTRACTOR seeking payment of sums authorized by this section, CITY shall pay to CONTRACTOR as its sole compensation for performance of the Project the following:

a. For Work Performed. The amount of the not-to-exceed amount allocable to the portion of the Project properly performed by CONTRACTOR as of the date of termination, less sums previously paid to CONTRACTOR.

4. Subcontractors. CONTRACTOR shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by CONTRACTOR on terms that are consistent with this Agreement and that afford no greater rights of recovery against CONTRACTOR than are afforded to CONTRACTOR under this section.

5. CONTRACTOR's Duties Upon Termination. Upon receipt of a notice of termination for default or for convenience, CONTRACTOR shall, unless the notice directs otherwise, do the following:

a. Immediately discontinue the Project to the extent specified in the notice;

b. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Project as is not discontinued;

c. Provide to CITY a description, in writing no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and agreements that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Project covered and a copy of the subcontract, purchase order or agreement and any written changes, amendments or modifications thereto, together with such other information as CITY may determine necessary in order to decide whether to accept assignment of or request CONTRACTOR to terminate the subcontract, purchase order or Agreement;

d. Promptly assign to CITY those subcontracts, purchase orders or agreements, or portions thereof, that CITY elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or agreements, or portions thereof, that CITY does not elect to accept by assignment; and

e. Thereafter do only such work as may be necessary to preserve and protect the Project already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

SECTION 18
CONTRACTOR'S RIGHT FOR TERMINATION

1. Termination for Cause. CONTRACTOR may terminate this Agreement for cause only upon the occurrence of one (1) of the following:

a. For Work Stoppage. The Work is stopped for sixty (60) consecutive days, through no act or fault of CONTRACTOR, any Subcontractor, or any employee or agent of CONTRACTOR or any Subcontractor, due to issuance of an order of a court or other public authority, other than CITY, having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.

b. For City's Non-Payment. If CITY does not make payment of sums that are not in good faith disputed by CITY and does not cure such default within fourteen (14) days after receipt of notice from CONTRACTOR, then upon an additional fourteen (14) days' notice to CITY, CONTRACTOR may terminate the Agreement.

2. Damages to CONTRACTOR. In the event of termination for cause by CONTRACTOR, CITY shall pay CONTRACTOR the sums provided for in Section 16.3 above. CONTRACTOR agrees to accept such sums as its sole and exclusive compensation and agrees to waive any claim for other compensation or losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect and incidental damages, of any kind.

IN WITNESS WHEREOF, said CONTRACTOR and CITY have caused this Agreement to be executed on the day and year first above written.

ATTEST:

By_____

Kathy Hampton, City Clerk

"CITY"

City of Idaho Falls, Idaho

By_____

Rebecca L. Noah Casper, Mayor

"CONTRACTOR"
Cooke Cabling, LLC

By Casey Cooke

STATE OF IDAHO)

) ss.

County of Bonneville)

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

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

_____

Notary Public of Idaho

Residing at: _____

My Commission Expires:_____

(Seal)

STATE OF _____)

) ss:

County of _____)

On this 6th day of Sunday, 2020, before me, the undersigned, a notary public, in and for said State, personally appeared Casey Cooke, known or identified to me to be the Owner and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said Cooke Cabling.

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

Ruth Ann Hatch

Notary Public of Idaho

Residing at: Driggs ID

My Commission Expires: 10/14/2022

RUTH ANN HATCH
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 19599
MY COMMISSION EXPIRES 10-14-2022

(Seal)

STATE OF Idaho)

) ss:

County of Teton)

FIBER CONSTRUCTION AGREEMENT

THIS Fiber construction AGREEMENT, entered into this ___ day of _____, 2020, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho (hereinafter "CITY"), and Spligitty, 126 1st Ave West, Kalispell, MT 59901, (hereinafter "Agreement")

WITNESSETH:

WHEREAS, pursuant to the invitation of CITY to do fiber optic splicing in Idaho Falls (the "Project"), CONTRACTOR did, in accordance therewith file with CITY a proposal containing an offer which was invited by said notice; and

WHEREAS, CONTRACTOR submitted a responsive bid for perform work from time to time; and

NOW THEREFORE, the parties to this Agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

SECTION 1
PROJECT DOCUMENTS

The Project Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed include this Agreement and the Project Plans provided for each splicing project and incorporated in this Agreement by this reference.

SECTION 2
SCOPE OF WORK

CONTRACTOR shall complete all services necessary to complete fiber optic fusion splicing projects assigned by the CITY. The CITY will provide all splice cases, splice trays, and heat shrink tubes needed to complete each assigned project.

SECTION 3
PROJECT TIME / SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be completed in a timely manner. Project completion will be established between CONTRACTOR and the CITY on each assigned project. Failure to complete projects on established timelines will forfeit the opportunity to receive future splicing projects.

SECTION 4
NOT-TO-EXCEED AMOUNT

CITY shall pay CONTRACTOR for completion of work in accordance with "Exhibit A" quantity pricing sheet that was provided by the CONTRACTOR to the CITY. Work performed is not-to-exceed amount of one-hundred thousand dollars ($100,000.00). This not-to-exceed amount is based upon estimated work and is not a guaranteed amount.

SECTION 5
PAYMENT

Payment from the CITY to the CONTRACTOR when CONTRACTOR has fully performed the Agreement except for CONTRACTOR's responsibility to correct work, and to satisfy other requirements, if any. Payments will be made monthly.

SECTION 6
INDEPENDENT CONTRACTOR

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

SECTION 7

CONTRACTOR'S RESPONSIBILITIES

1. Permits:
   CONTRACTOR shall obtain and comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder as may be required by the local jurisdiction.

2. Work in the Right-of-Way:
   During any period of relocation, construction, or maintenance in the public easement, public streets, or Right-of-Way, CONTRACTOR shall comply with all applicable public health and safety rules and regulations, as required by and law, statute, regulation, ordinance, or resolution of any jurisdiction, regulator, agency, or authority of the City, state, or federal government, including but not limited to, receiving a Public Right-of-Way Contractors License from CITY and complying with the regulations and terms thereof. CONTRACTOR is required to coordinate all work in public easement, public streets, or Right-of-Way with CITY's Public Works Department.

SECTION 8
HOLD HARMLESS INDEMNIFICATION

In addition to other rights granted CITY by the Project Documents, CONTRACTOR shall indemnify and save harmless CITY, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the negligent operations of CONTRACTOR or its subcontractors; or on account of or in consequence of any neglect in safeguarding the Work.

Within the limits of the Idaho Tort Claims Act and the Idaho Constitution, CITY agrees to indemnify, defend, and hold harmless CONTRACTOR and its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for the acts or

omission of CITY and its officers, agents, and employees, in performance of this Agreement.

SECTION 9
CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct, or indirect, in the Project which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to CITY.

SECTION 10
ENTIRE AGREEMENT, MODIFICATION, AND ASSIGNABILITY

This Agreement and Project Documents hereto contain the entire Agreement between the parties for this subject matter, and no other statements, promises, or inducements made by either party, or agents of either party are valid or binding. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder other than as contemplated by the Project Documents, without the prior written consent and express authorization of CITY.

SECTION 11
ADHERENCE TO LAW REQUIRED

All applicable local, state, and federal statutes and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. CONTRACTOR and CONTRACTOR's surety shall indemnify and save harmless CITY and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations by CONTRACTOR.

SECTION 12
LEGAL FEES / JURISDICTION AND VENUE

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

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

SECTION 13
NON-DISCRIMINATION

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

Nothing in this section shall require CONTRACTOR to go beyond the reasonable accommodation requirements of the Americans with Disabilities Act in regards to accommodating any employee or applicant for employment.

SECTION 14
SPECIAL WARRANTY

CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. CONTRACTOR further declares that no improper personal, political, or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void.

SECTION 15
COMMUNICATIONS

Written notice as are required by this Agreement shall be satisfied by mailing, emailing, or by personal delivery to the parties at the following mailing addresses:

CONTRACTOR:
Spligitty
126 1st Ave West
Kalispell, MT 59901
Adam King (307) 760-3073

CITY:
Stephen Boorman
140 S. Capital Ave.
Idaho Falls, ID 83402
(208) 612-8430
sboorman@ifpower.org

Neither CITY's nor CONTRACTOR's representative shall be changed without ten (10) days prior written notice to the other party.

SECTION 16
INSURANCE AND BOND REQUIREMENTS

CONTRACTOR shall purchase and maintain a comprehensive general liability insurance coverage, in an amount not less than five hundred thousand dollars ($500,000) single limit liability for personal injury, death and property damage and shall carry an endorsement naming the City as an additional insured under said policy.

SECTION 17
CITY'S RIGHT FOR TERMINATION OR SUSPENSION

1. Termination of the Construction Agreement for Default. Without limitation to any of CITY's other rights or remedies at law or in equity, and reserving to itself all rights to losses related thereto, CITY shall have the right to terminate this Agreement, in whole or in part, upon the failure of CONTRACTOR to promptly cure any default within fourteen (14) days of CITY's written notice to CONTRACTOR. CITY's election to terminate the Agreement for default shall be communicated by giving CONTRACTOR a written notice of termination. Any notice of termination given to CONTRACTOR by CITY shall be effective immediately, unless otherwise provided.

2. Suspension by City for Convenience. CITY may, at any time and from time to time, without cause, order CONTRACTOR, in writing, to suspend, delay, or interrupt the Project in whole or in part for such period of time, as CITY may determine, up to an a period of five (5) days. The period of suspension shall be computed from the date of the written order.

   Upon receipt of a Suspension Order, CONTRACTOR shall, at CITY's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Project covered by the Suspension Order during the period of the Suspension Order.

   Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by CONTRACTOR and CITY, CITY shall either

   a. cancel the Suspension Order; or

   b. delete the portion of the Project covered by the Suspension Order by issuing a change order.

   If a Suspension Order is canceled or expires, CONTRACTOR shall resume and continue with the Project. A change order shall be issued to cover any adjustments of the not-to-exceed amount or the Project Time necessarily caused by such suspension. The provisions of this section shall not apply if an order to stop or suspend work is not issued by CITY.

   A Suspension Order shall not be required to stop the Work as permitted or required under any other provision of the Project Documents.

3. Termination Without Cause. CITY shall have the option, at its sole discretion and without cause, of terminating this Agreement in part or in whole by giving thirty (30) days written notice to CONTRACTOR. CONTRACTOR agrees to accept such sums as allowed under this section as its sole and exclusive compensation and waives any claim for other compensation or losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of

any kind.

Following such termination and within forty-five (45) days after receipt of a billing from CONTRACTOR seeking payment of sums authorized by this section, CITY shall pay to CONTRACTOR as its sole compensation for performance of the Project the following:

a. For Work Performed. The amount of the not-to-exceed amount allocable to the portion of the Project properly performed by CONTRACTOR as of the date of termination, less sums previously paid to CONTRACTOR.

4. Subcontractors. CONTRACTOR shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by CONTRACTOR on terms that are consistent with this Agreement and that afford no greater rights of recovery against CONTRACTOR than are afforded to CONTRACTOR under this section.

5. CONTRACTOR's Duties Upon Termination. Upon receipt of a notice of termination for default or for convenience, CONTRACTOR shall, unless the notice directs otherwise, do the following:

a. Immediately discontinue the Project to the extent specified in the notice;

b. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Project as is not discontinued;

c. Provide to CITY a description, in writing no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and agreements that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Project covered and a copy of the subcontract, purchase order or agreement and any written changes, amendments or modifications thereto, together with such other information as CITY may determine necessary in order to decide whether to accept assignment of or request CONTRACTOR to terminate the subcontract, purchase order or Agreement;

d. Promptly assign to CITY those subcontracts, purchase orders or agreements, or portions thereof, that CITY elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or agreements, or portions thereof, that CITY does not elect to accept by assignment; and

e. Thereafter do only such work as may be necessary to preserve and protect the Project already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

SECTION 18
CONTRACTOR'S RIGHT FOR TERMINATION

1. Termination for Cause. CONTRACTOR may terminate this Agreement for cause only upon the occurrence of one (1) of the following:

a. For Work Stoppage. The Work is stopped for sixty (60) consecutive days, through no act or fault of CONTRACTOR, any Subcontractor, or any employee or agent of CONTRACTOR or any Subcontractor, due to issuance of an order of a court or other public authority, other than CITY, having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.

b. For City's Non-Payment. If CITY does not make payment of sums that are not in good faith disputed by CITY and does not cure such default within fourteen (14) days after receipt of notice from CONTRACTOR, then upon an additional fourteen (14) days' notice to CITY, CONTRACTOR may terminate the Agreement.

2. Damages to CONTRACTOR. In the event of termination for cause by CONTRACTOR, CITY shall pay CONTRACTOR the sums provided for in Section 16.3 above. CONTRACTOR agrees to accept such sums as its sole and exclusive compensation and agrees to waive any claim for other compensation or losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect and incidental damages, of any kind.

IN WITNESS WHEREOF, said CONTRACTOR and CITY have caused this Agreement to be executed on the day and year first above written.

ATTEST:

By_____

Kathy Hampton, City Clerk

"CITY"

City of Idaho Falls, Idaho

By_____

Rebecca L. Noah Casper, Mayor

"CONTRACTOR"
Spligitty,

By_____

STATE OF IDAHO)

) ss.

County of Bonneville)

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

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

_____

Notary Public of Idaho

Residing at: _____

My Commission Expires:_____

(Seal)

STATE OF _____)

) ss:

County of _____)

On this Seventh day of July, 2020, before me, the undersigned, a notary public, in and for said State, personally appeared Adam King, known or identified to me to be the UTDL and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said Spligitty, .

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

HARPER JADE FLEMING
Notary Public - State of Utah
Comm. No. 690347
My Commission Expires on
Aug 16, 2020

Notary Public of ~~Idaho~~ UTAH

Residing at: 6940 S. highland dr. Sandy UT 84121

My Commission Expires: Aug 16th, 2020

(Seal)

STATE OF UTAH)

) ss:

County of SALT LAKE)

EXHIBIT A

Description	Unit Code	UOM	Labor Rate	Material Price	Total L&M	Estimated Quantity	Total Price
Splicing and Testing							
Prep small drop closure 72 fibers or less	600-1	EA	$ 242.42		$ 242.42	0	$ -
Prep aerial small drop closure 72 fibers or less	600-10	EA	$ 250.00		$ 250.00	0	$ -
Prep splice closure up to 144 splices	600-2B	EA	$ 261.36		$ 261.36	0	$ -
Prep splice closure 192-432 splices	600-3B	EA	$ 261.36		$ 261.36	0	$ -
Prep splice closure 576-864 splices	600-3C	EA	$ 261.36		$ 261.36	0	
Prep Corning 24port DD RH Assy	600-7RH	EA	$ 72.42		$ 72.42	0	$ -
Prep Corning 24port DD LH Assy	600-7LH	EA	$ 72.42		$ 72.42	0	$ -
Re-enter UG Splice Closure	600-8	EA	$ 261.36		$ 261.36	0	$ -
Re-enter Aerial Splice Closure	600-13	EA	$ 261.36		$ 261.36	0	$ -
Fusion Splice 1-36 Fibers per location	601-3	EA	$ 33.33		$ 33.33	0	$ -
Fusion Splice 37-72 Fibers per location	601-5	EA	$ 27.77		$ 27.77	0	$ -
Fusion Splice 73-144 Fibers per location	601-7	EA	$ 24.41		$ 24.41	0	$ -
Fusion Splice 145 Fibers and greater per location	601-9	EA	$ 19.95		$ 19.95	0	$ -
Fusion Splice 1-144 in shelter	601-13	EA	$ 30.30		$ 30.30	0	$ -
Fusion Splice 145 and greater in shelter	601-14	EA	$ 25.26		$ 25.26	0	$ -
OTDR uni-directional dual wavelength test per fiber	602-2	EA	$ 13.48		$ 13.48	0	$ -
Mid-Span Sheath Access	602-1	EA	$ 68.18		$ 68.18	0	$ -
After Hours Scheduled T&M rate	HRLY		$ 118.18		$ 118.18	0	$ -
Emergency T&M rate	E-HRLY		$ 126.27		$ 126.27	0	
Splicing Total							**$ -**

IDAHO FALLS

MEMORANDUM

FROM: Chris H Fredericksen, Public Works Director

DATE: Tuesday, June 30, 2020

RE: Bid Award – Wastewater Treatment Plant Secondary Clarifier 2 Mechanism Reconstruction

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

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

Public Works recommends approval of the plans and specifications, award to the sole bidder, Quality Steel, Inc., in an amount of $145,607.94 and authorization for the Mayor and City Clerk to sign contract documents.

Description, Background Information & Purpose

On Tuesday, June 30, 2020, bids were received and opened for the Wastewater Treatment Plant Secondary Clarifier 2 Mechanism Reconstruction project. A tabulation of both the base bid and bid alternative results is attached. The purpose of the proposed bid award is to enter into contract with the bidder to furnish all tools, labor, equipment, and materials necessary to install the drive mechanism, reconstruct the collection arms, tower and center pier for final clarifier 2.

Relevant PBB Results & Department Strategic Plan

☐ ☐ ☐ ☐ ☐ ☐ ☒ ☒

This project supports the community-oriented results of environmental sustainability and reliable public infrastructure by replacing defective components on this critical piece of infrastructure at the Wastewater Treatment Plant.

Interdepartmental Coordination

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

Fiscal Impact

The cost allocation for this project will be provided by the Wastewater Fund. Although these improvements were not planned for this fiscal year, sufficient funding and budget authority exist from cost savings within the professional services line item to complete the proposed improvements.

Legal Review

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

2-37-35-1-SWR-2020-24
2020-59

City of Idaho Falls

Engineering Department

Bid Tabulation

Project: WWTP SECONDARY CLARIFIER 2 MECHANISM RECONSTRUCTION ***Number:*** 2-37-SWR-2020-24

Submitted: KENT J FUGAL, P.E., PTOE ***Date:*** June 29, 2020

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Quality Steel, Inc.	
					Unit Price	Total Amount	Unit Price	Total Amount
		SPECIAL PROVISIONS						
SP-1	S0580	Rebuild Structural Drive Support Column Center Pier	1	LS	$55,000.00	$55,000.00	$31,355.00	$31,355.00
SP-2	S0581	Clarifier Mechanism Reconditioning	1	LS	$50,000.00	$50,000.00	$12,000.00	$12,000.00
SP-3	S0582	Reinstall Bridge	1	LS	$15,000.00	$15,000.00	$10,815.00	$10,815.00
		TOTAL BASE BID				**$120,000.00**		**$54,170.00**
		ADDITIVE ALTERNATE BID SCHEDULE NO.1						
		SPECIAL PROVISIONS						
SP-4	S0583	Scum Baffle & Weir Assembly	1	LS	$35,000.00	$35,000.00	$28,375.55	$28,375.55
SP-5	S0584	Influent Scum skirt	1	LS	$15,000.00	$15,000.00	$45,129.80	$45,129.80
		TOTAL ALT-1				**$50,000.00**		**$73,505.35**
		ADDITIVE ALTERNATE BID SCHEDULE NO.2						
		SPECIAL PROVISIONS						
SP-6	S0585	Effluent Launder Coating for Secondary Clarifier #2	1	LS	$28,000.00	$28,000.00	$17,932.59	$17,932.59
		TOTAL ALT-2				**$28,000.00**		**$17,932.59**
		GRAND TOTAL				**$198,000.00**		**$145,607.94**

City of Idaho Falls

Engineering Department

Bid Tabulation

Project: WWTP SECONDARY CLARIFIER 2 MECHANISM RECONSTRUCTION ***Number:*** 2-37-SWR-2020-24

Submitted: KENT J FUGAL, P.E., PTOE ***Date:*** June 29, 2020

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Bidder - 2	
					Unit Price	Total Amount	Unit Price	Total Amount
		SPECIAL PROVISIONS						
SP-1	S0580	Rebuild Structural Drive Support Column Center Pier	1	LS	$55,000.00	$55,000.00		
SP-2	S0581	Clarifier Mechanism Reconditioning	1	LS	$50,000.00	$50,000.00		
SP-3	S0582	Reinstall Bridge	1	LS	$15,000.00	$15,000.00		
		TOTAL BASE BID				**$120,000.00**		
		ADDITIVE ALTERNATE BID SCHEDULE NO.1						
		SPECIAL PROVISIONS						
SP-4	S0583	Scum Baffle & Weir Assembly	1	LS	$35,000.00	$35,000.00		
SP-5	S0584	Influent Scum skirt	1	LS	$15,000.00	$15,000.00		
		TOTAL ALT-1				**$50,000.00**		
		ADDITIVE ALTERNATE BID SCHEDULE NO.2						
		SPECIAL PROVISIONS						
SP-6	S0585	Effluent Launder Coating for Secondary Clarifier #2	1	LS	$28,000.00	$28,000.00		
		TOTAL ALT-2				**$28,000.00**		
		GRAND TOTAL				**$198,000.00**		

City of Idaho Falls

Engineering Department

Bid Tabulation

Project: WWTP SECONDARY CLARIFIER 2 MECHANISM RECONSTRUCTION ***Number:*** 2-37-SWR-2020-24

Submitted: KENT J FUGAL, P.E., PTOE ***Date:*** June 29, 2020

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Bidder - 3	
					Unit Price	Total Amount	Unit Price	Total Amount
		SPECIAL PROVISIONS						
SP-1	S0580	Rebuild Structural Drive Support Column Center Pier	1	LS	$55,000.00	$55,000.00		
SP-2	S0581	Clarifier Mechanism Reconditioning	1	LS	$50,000.00	$50,000.00		
SP-3	S0582	Reinstall Bridge	1	LS	$15,000.00	$15,000.00		
		TOTAL BASE BID				**$120,000.00**		
		ADDITIVE ALTERNATE BID SCHEDULE NO.1						
		SPECIAL PROVISIONS						
SP-4	S0583	Scum Baffle & Weir Assembly	1	LS	$35,000.00	$35,000.00		
SP-5	S0584	Influent Scum skirt	1	LS	$15,000.00	$15,000.00		
		TOTAL ALT-1				**$50,000.00**		
		ADDITIVE ALTERNATE BID SCHEDULE NO.2						
		SPECIAL PROVISIONS						
SP-6	S0585	Effluent Launder Coating for Secondary Clarifier #2	1	LS	$28,000.00	$28,000.00		
		TOTAL ALT-2				**$28,000.00**		
		GRAND TOTAL				**$198,000.00**		

City of Idaho Falls

Engineering Department

Bid Tabulation

Project: WWTP SECONDARY CLARIFIER 2 MECHANISM RECONSTRUCTION ***Number:*** 2-37-SWR-2020-24

Submitted: KENT J FUGAL, P.E., PTOE ***Date:*** June 29, 2020

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Bidder - 4	
					Unit Price	Total Amount	Unit Price	Total Amount
		SPECIAL PROVISIONS						
SP-1	S0580	Rebuild Structural Drive Support Column Center Pier	1	LS	$55,000.00	$55,000.00		
SP-2	S0581	Clarifier Mechanism Reconditioning	1	LS	$50,000.00	$50,000.00		
SP-3	S0582	Reinstall Bridge	1	LS	$15,000.00	$15,000.00		
		TOTAL BASE BID				**$120,000.00**		
		ADDITIVE ALTERNATE BID SCHEDULE NO.1						
		SPECIAL PROVISIONS						
SP-4	S0583	Scum Baffle & Weir Assembly	1	LS	$35,000.00	$35,000.00		
SP-5	S0584	Influent Scum skirt	1	LS	$15,000.00	$15,000.00		
		TOTAL ALT-1				**$50,000.00**		
		ADDITIVE ALTERNATE BID SCHEDULE NO.2						
		SPECIAL PROVISIONS						
SP-6	S0585	Effluent Launder Coating for Secondary Clarifier #2	1	LS	$28,000.00	$28,000.00		
		TOTAL ALT-2				**$28,000.00**		
		GRAND TOTAL				**$198,000.00**		

City of Idaho Falls

Engineering Department

Bid Tabulation

Project: WWTP SECONDARY CLARIFIER 2 MECHANISM RECONSTRUCTION ***Number:*** 2-37-SWR-2020-24

Submitted: KENT J FUGAL, P.E., PTOE ***Date:*** June 29, 2020

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Bidder - 5	
					Unit Price	Total Amount	Unit Price	Total Amount
		SPECIAL PROVISIONS						
SP-1	S0580	Rebuild Structural Drive Support Column Center Pier	1	LS	$55,000.00	$55,000.00		
SP-2	S0581	Clarifier Mechanism Reconditioning	1	LS	$50,000.00	$50,000.00		
SP-3	S0582	Reinstall Bridge	1	LS	$15,000.00	$15,000.00		
		TOTAL BASE BID				**$120,000.00**		
		ADDITIVE ALTERNATE BID SCHEDULE NO.1						
		SPECIAL PROVISIONS						
SP-4	S0583	Scum Baffle & Weir Assembly	1	LS	$35,000.00	$35,000.00		
SP-5	S0584	Influent Scum skirt	1	LS	$15,000.00	$15,000.00		
		TOTAL ALT-1				**$50,000.00**		
		ADDITIVE ALTERNATE BID SCHEDULE NO.2						
		SPECIAL PROVISIONS						
SP-6	S0585	Effluent Launder Coating for Secondary Clarifier #2	1	LS	$28,000.00	$28,000.00		
		TOTAL ALT-2				**$28,000.00**		
		GRAND TOTAL				**$198,000.00**		

City of Idaho Falls

Engineering Department

Bid Tabulation

Project: WWTP SECONDARY CLARIFIER 2 MECHANISM RECONSTRUCTION ***Number:*** 2-37-SWR-2020-24

Submitted: KENT J FUGAL, P.E., PTOE ***Date:*** June 29, 2020

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Bidder - 6	
					Unit Price	Total Amount	Unit Price	Total Amount
		SPECIAL PROVISIONS						
SP-1	S0580	Rebuild Structural Drive Support Column Center Pier	1	LS	$55,000.00	$55,000.00		
SP-2	S0581	Clarifier Mechanism Reconditioning	1	LS	$50,000.00	$50,000.00		
SP-3	S0582	Reinstall Bridge	1	LS	$15,000.00	$15,000.00		
		TOTAL BASE BID				**$120,000.00**		
		ADDITIVE ALTERNATE BID SCHEDULE NO.1						
		SPECIAL PROVISIONS						
SP-4	S0583	Scum Baffle & Weir Assembly	1	LS	$35,000.00	$35,000.00		
SP-5	S0584	Influent Scum skirt	1	LS	$15,000.00	$15,000.00		
		TOTAL ALT-1				**$50,000.00**		
		ADDITIVE ALTERNATE BID SCHEDULE NO.2						
		SPECIAL PROVISIONS						
SP-6	S0585	Effluent Launder Coating for Secondary Clarifier #2	1	LS	$28,000.00	$28,000.00		
		TOTAL ALT-2				**$28,000.00**		
		GRAND TOTAL				**$198,000.00**		

City of Idaho Falls

Engineering Department

Bid Tabulation

Project:	WWTP SECONDARY CLARIFIER 2 MECHANISM RECONSTRUCTION	***Number:***	2-37-SWR-2020-24
Submitted:	KENT J FUGAL, P.E., PTOE	***Date:***	June 29, 2020

City of Idaho Falls

Engineering Department

Bid Tabulation

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City of Idaho Falls

Engineering Department

Bid Tabulation

Project:	WWTP SECONDARY CLARIFIER 2 MECHANISM RECONSTRUCTION	***Number:***	2-37-SWR-2020-24
Submitted:	KENT J FUGAL, P.E., PTOE	***Date:***	June 29, 2020

IDAHO FALLS

MEMORANDUM

FROM: Chris H Fredericksen, Public Works Director

DATE: Monday, June 29, 2020

RE: Approval of the State/Local Agreement with the Idaho Transportation Department for the Holmes Avenue Safety Audit

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

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

Approval of an Agreement and Resolution and authorization for Mayor and City Clerk to sign both documents.

Description, Background Information & Purpose

Attached for your consideration is a State/Local Agreement and Resolution with the Idaho Transportation Department (ITD) for the development of the Holmes Avenue Safety Audit. The safety audit is intended to study Holmes Avenue from Northgate Mile, south to York Road and will help identify safety concerns on this corridor and potential remedies to address them.

Relevant PBB Results & Department Strategic Plan

☐ ☐ ☐ ☐ ☐ ☒ ☐ ☒

This agreement supports the community-oriented results of safety and reliable public infrastructure for transportation by identifying potential safety improvements along this busy corridor.

Interdepartmental Coordination

Reviews will be conducted with all necessary city departments to ensure coordination of safety audit activities.

Fiscal Impact

The total estimated cost of the project is $60,000.00. This agreement requires city financial contribution toward the project with a match rate of 7.34% for an estimated total of $4,404.00.

Legal Review

The Agreement has been reviewed by the City Attorney.

1-38-06-4-TRF 2020-26
2020-57

STATE/LOCAL AGREEMENT
PROJECT NO. A022(415)
HOLMES AVE SAFETY AUDIT
CITY OF IDAHO FALLS
BONNEVILLE COUNTY
KEY NO. 22415

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION BOARD** by and through the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and **CITY OF IDAHO FALLS,** acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested that the State include in its Idaho Transportation Investment Program, Federal-Aid Project No. A022(415), described as Road Safety Audit. The project will be developed by Sponsor's Consultant. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal-aid participation in the work.

NOTE: Securing the services of a consultant for the work must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

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 incurred by the State 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 TERMS

1. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed on the approved Idaho Transportation Investment Program, and subsequent

revisions. Current estimated cost for development of the project is $60,000.

2. The Sponsor's match for this project will be provided as cash in the amount of 7.34 percent of the entire project (currently $4,404).

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. Sufficient Appropriation. It is understood and agreed that the State and the Sponsor are governmental agencies, and this Agreement shall in no way be construed so as to bind or obligate the State or the Sponsor 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 and the Sponsor reserve 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.

SECTION II. That the State shall:

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

2. Upon receipt of appropriate documentation showing expenditure of funds for this project, reimburse the Sponsor for the Federal-aid share at the rate of 92.66%.

3. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated by the Sponsor prior to completion, and the Sponsor has been reimbursed with federal funds for project development.

4. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

SECTION III. That the Sponsor shall:

1. Pay to the State the sum of **TWO THOUSAND DOLLARS ($2,000)**, estimated to be the total expense to the State for this project. 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.

2. With the assistance of the State, secure the services of a consultant through written agreement to prepare the road safety audit.

3. Make timely payment of all consultant invoices throughout the development of the project. Upon completion of the road safety audit, submit to the State copies of all allowable consultant invoices and receipts showing payment of same.

4. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated by the Sponsor prior to completion.

5. Upon completion of the project, provide the following to the State:

   a. written notification of completion of the project,
   b. one hard copy of the road safety audit, and
   c. an electronic copy of the audit.

6. Comply with Attachment 1 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 Attachment 1 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.

7. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues that arise from it.

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

EXECUTION

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

IDAHO TRANSPORTATION DEPARTMENT

_____
Highways Construction & Operations
Division Administrator

ATTEST:

_____
Clerk
(SEAL)

CITY OF IDAHO FALLS

_____
Mayor

By regular/special meeting
on _____.

cf: 22415 SLA

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 development of Holmes Ave Safety Audit; 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 A022 (415) 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

ATTACHMENT 1

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

IDAHO FALLS

MEMORANDUM

FROM: Chris H Fredericksen, Public Works Director

DATE: Monday, June 29, 2020

RE: Approval of a Resolution providing for Right-of-Way Acquisitions necessary for the 17th Street and Woodruff Avenue Intersection Improvement Project

Council Action Desired

☐ Ordinance ☒ Resolution ☐ Public Hearing

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

Approval of a Resolution providing for the purchase of Right-of-Ways and Easements required for the 17th Street and Woodruff Avenue Intersection Improvement Project.

Description, Background Information & Purpose

The purpose of the resolution is to establish an approval process for the procurement of sixteen (16) parcels of property at or near the intersection of 17th Street and Woodruff Avenue. Conditions of this resolution include authorization for the Mayor to approve all purchases up to a value of $75,000.00. Acquisitions exceeding $75,000.00 shall be presented to City Council for approval. Additionally, Chris Fredericksen, Public Works Director, will be granted the authority to sign all closing documents for required parcels.

Relevant PBB Results & Department Strategic Plan

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This resolution supports the community-oriented result of reliable public infrastructure and transportation by improving the mobility and safety at this highly traveled intersection.

Interdepartmental Coordination

Reviews will be conducted with all necessary city departments to ensure coordination of project activities.

Fiscal Impact

This intersection improvement project is a federal aid project. Expenditures for right-of-way acquisitions have been budgeted within this fiscal year and expenditures made by the City will be reimbursed minus the 7.34% match required for the project.

Legal Review

The Resolution has been prepared by the City Attorney.

2-38-21-3-STR-2016-07
2020-58

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE CITY TO NEGOTIATE AND PROCURE RIGHT-OF-WAY FOR A CONSTRUCTION IMPROVEMENT PROJECT ON 17TH STREET AND WOODRUFF, AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Idaho Transportation Department ("STATE"), and the City of Idaho Falls, Idaho, ("CITY") have entered into an agreement ("Agreement") for development of the 17th Street and Woodruff Avenue Intersection Improvements (STATE Project Key Number 14024) (the "Project"); and

WHEREAS, STATE has obligated funds for the purchase of Right-of-Way and Easements required for construction of said Project (approximately sixteen (16) parcels); and

WHEREAS, CITY is the authorized Local Public Agency for STATE, pursuant to the Agreement, and is responsible for the purchase of the required Right-of-Way and Easements for the Project.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

1. CITY shall negotiate and procure the Right-of-Way for this Project in accordance with the Idaho Transportation Department Right of Way Acquisition Manual; and

2. The Mayor is hereby authorized by the Council to approve all Right-of-Way and Easement purchases of parcels for this Project up to seventy-five thousand dollars ($75,000) per parcel; and

3. Every parcel purchase exceeding seventy-five thousand dollars ($75,000) shall be submitted to the Council for Council approval of such parcel purchase; and

4. Chris Fredericksen, CITY Public Works Director, or his designee, shall be authorized to sign all Project closing documents for each parcel on behalf of CITY, pursuant to this Resolution.

ADOPTED and effective this _____ day of July, 2020.

ATTEST: CITY OF IDAHO FALLS, IDAHO

_____ _____

KATHY HAMPTON, CITY CLERK REBECCA L. NOAH CASPER

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

> That the above and foregoing is a full, true and correct copy of the Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE CITY TO NEGOTIATE AND PROCURE RIGHT-OF-WAY FOR A CONSTRUCTION IMPROVEMENT PROJECT ON 17TH STREET AND WOODRUFF, AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW."

_____

KATHY HAMPTON, CITY CLERK