



CITY COUNCIL MEETING

Thursday, April 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 response to the COVID-19 crisis, on March 19, 2020, Governor Brad Little issued a proclamation suspending the portion of Idaho Code 74-203(5) which requires government agencies to allow the public to attend public meetings in person. The Governor encouraged public agencies to provide other means for citizens to participate. Idaho Falls believes strongly in public participation and has identified at least four methods of participation in official city processes.

1. **Via Livestream on the Internet:** The public may view the meeting at www.idahofallsidaho.gov
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. **Written Public Hearing Testimony:** The public may provide written comments via postal mail or email sent to the City Clerk at KHampton@idahofallsidaho.gov to be distributed to the members of the Council and to become a part of the official public hearing record.
4. **Live Public Hearing Testimony:** Members of the public wishing to participate in a public hearing that has been legally noticed for this agenda may do so remotely via the WebEx meeting platform with a phone or a computer. This platform will allow citizens to provide hearing testimony at the appropriate time. Those desiring public hearing access **MUST** send a valid and accurate email address to PAlexander@idahofallsidaho.gov no later than 5:00 p.m. on April 8 so log-in information can be sent to you prior to the meeting. Please indicate for which public hearing you wish to offer testimony. Public testimony on agenda items will not be taken unless a public hearing is indicated.

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

1. **Call to Order.**
2. **Pledge of Allegiance.**
3. **Public Comment.** *(Temporarily suspended—see above)*
4. **Coronavirus (COVID-19) Update.**
5. **Consent Agenda.** *Any item may be removed from the Consent Agenda at the request of any member of the Council for separate consideration.*
 - A. **Item from Idaho Falls Power:**
 - 1) Minutes from the March 26, 2020 Idaho Falls Power Board Meeting
 - B. **Items from Public Works:**
 - 1) Agreement for Wastewater Biosolids Hauling Services
 - 2) Bid Award – Heritage Park Power Line Site Preparation
 - C. **Items from Municipal Services:**
 - 1) Bid IF-20-08, Purchase Triple Wall Sanite Pipe for Public Works
 - 2) Bid IF-20-15, Microduct Installation Services for Idaho Falls Power
 - 3) Bid IF-20-17, Purchase Traffic Safety Truck for Public Works

- 4) Bid IF-20-19, Purchase Water Line Materials for Public Works
- 5) Bid IF-20-20, Purchase of Electrical Conductor for Idaho Falls Power
- 6) Quote 20-021, Purchase Switch Gear for Idaho Falls Power
- 7) Treasurer's Report for February 2020
- 8) Minutes from the March 23, 2020 Council Work Session; and, March 26, 2020 Council Meeting
- 9) 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).

6. Regular Agenda.

A. Public Works

1) Agreement for Professional Architectural Services for a shared Street and Sanitation Building: For consideration is an agreement for professional architectural services for a shared Street and Sanitation building. The purpose of this agreement is to contract with NBW Architects to manage this project regarding design, production of construction documents, contractor bidding, and contract administration assistance.

RECOMMENDED ACTION: Approve the Professional Services Agreement with NBW Architects and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

B. Idaho Falls Power

1) Procurement and Construction Agreement for the 161 kV Transmission Line Project: Through this Procurement and Construction Agreement, Idaho Falls Power and Rocky Mountain Power intend to proceed with the construction of the joint owned 161 kV transmission line connecting Sugarmill to the future Paine substation site, as identified in the initial Joint Development Agreement (JDA) executed in July 2018.

RECOMMENDED ACTION: Approve the Procurement and Construction Agreement for the construction of the Idaho Falls / Rocky Mountain Power owned 161 kV transmission line project and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

C. Legal Services

1) Rescission of City Code 5-4-9, Distracted Driving: In order to preserve the safety of its citizens and visitors, on October 11, 2018, the Council passed the "Distracted Driving" Ordinance 3221 (Idaho Falls City Code (IFCC) 5-4-9), pursuant to authority granted to the City by Idaho Code 49-208(1)(t). Ordinance 3221 was a temporary regulation necessary to cover the special condition of driving while using a mobile electronic device in the absence of a State-wide regulation and was to be reviewed on or before October 1, 2021. Now that the State has amended Idaho Code 49-1401A, effective July 1, 2020, to address distracted driving State-wide, IFCC Section 5-4-9 is not needed after that date.

RECOMMENDED ACTION: Approve the Ordinance rescinding Idaho Falls City Code Section 5-4-9 under a suspension of the rules requiring three complete and separate readings and request that it be

read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title or reject the Ordinance).

2) Public Hearing – Alcohol License Variance: City Code §§ 4-3-7(A)-(B) and 4-4-7(A)-(B) prohibits alcohol licenses from issuing to any business which is within three hundred (300) feet of public schools, churches, and other places of worship. The applicant’s business falls within three hundred (300) feet of the Trinity Methodist Church and Alturas Academy. City Code §§ 4-3-7(D) and 4-4-7(D) permit an applicant to request a variance to the location restriction. The applicant in this case has so requested and Council is now required to hold a hearing to determine whether there is good cause to grant the variance.

RECOMMENDED ACTION: Upon conclusion of the hearing, the Council will be called upon to render a decision whether to grant the variance.

D. Community Development Services

1) Public Hearing for Program Year (PY) 2020 CDBG Annual Action Plan: Each year, Idaho Falls receives a funding allocation from the Department of Housing and Urban Development (HUD) for the local Community Development Block Grant (CDBG) program. As part of the requirements of administration of this program the City must submit an Annual Action Plan (AAP) to HUD outlining how that year’s funds will be spent. To determine how to spend the funds, each year applicants submit requests for grant funding which are considered by the City Council in a public hearing. Typically, the Annual Action Plan (AAP) is due to Housing and Urban Development (HUD) in August. The full schedule for completing and submitting the PY2020 CDBG AAP accounts for the reduced public comment period. The resolution approving allocations is expected to come before the Council on April 23, 2020.

RECOMMENDED ACTION: No action requested at this time.

7. **Announcements.**

8. **Adjournment.**

March 26, 2020 Unapproved

The Idaho Falls Power Board of the City of Idaho Falls met Thursday, March 26, 2020, in City Council Chambers, 680 Park Avenue, Idaho Falls, Idaho at 7:00 a.m.

Call to Order, Roll Call, and Announcements:

There were present:

Mayor Rebecca L. Noah Casper
Board Member Thomas Hally
Board Member Jim Francis (by WebEx)
Board Member Shelly Smede (by WebEx)
Board Member Jim Freeman (by WebEx)
Board Member John Radford (by WebEx)
Board Member Michelle Ziel-Dingman (by WebEx)

Also present:

Randy Fife, City Attorney
Duane Nelson, Fire Chief
Bryce Johnson, Police Chief
Bear Prairie, Idaho Falls Power (IFP) General Manager
Pam Alexander, Municipal Services Director
Chris Fredericksen, Public Works Director
Brad Cramer, Community Development Services Director
Ryan Tew, Human Resources Director (by WebEx)
Robert Wright, Library Director
Rick Cloutier, Airport Director (by WebEx)
PJ Holm, Parks and Recreation Director (by WebEx)
Josh Roos, City Treasurer
David Smith, City Accountant III (by WebEx)
Bud Cranor, City PIO
Julie Combe, Human Resources Manager
Linda Lundquist, IFP Executive Assistant

Mayor Casper called the meeting to order at 7:03 a.m. A motion was made and passed to amend the agenda and move the COVID-19 Readiness item to the beginning of the meeting out of a good faith reason that the COVID Pandemic is changing by the hour.

Mayor Casper led a general City discussion on COVID impacts. She announced that the press release from Governor Little on March 25, 2020, included a three-page notice on what essential businesses consist of. She continued to explain that a Director's meeting followed the Governor's announcement and she decided with the support of the Director's that employees that are not providing an essential service could stay home, employees will be paid through the pay period of April 11, 2020.

Board Member Hally said that it shouldn't be decided at this point who gets paid and who doesn't. Board Member Ziel-Dingman agreed with Board Member Hally and added that the additional stress of not being paid shouldn't be put on employees right now. Board Member Smede concurred. Board Member Radford stated that it is a good idea in theory and added that it makes sense because the money to pay employees is already budgeted. Mayor Casper stated that there isn't a budget problem, but there may be some cash flow issues through reprioritizing and cutting expenditures, and concluded that it would be nice to have budget authority for the next few weeks. Board Member Francis agreed with Board Member Ziel-Dingman that

March 26, 2020 Unapproved

the COVID-19 situation is out of people's control. Director Tew added that there is an unemployment provision in the proposed Federal Stimulus Package to cover layoffs and added the importance of evaluating this approach from time to time and leave an option to modify if needed. Mayor Casper stated the desire to get through the next twenty-one days and then take another look and noted that Idaho is still in the early stages of the virus. Board Member Hally asked Director Tew if employees are compensated by the federal government, are they still covered by City insurance benefits? Director Tew replied that he believes so because it reads that they get to keep their jobs. Board Member Hally said that under normal circumstances that insurance carriers would say that they are not employed or covered. He added that the federal bill has passed the House and is waiting in the Senate for concurrence. Mayor Casper said there are three bills underway and a fourth in the pipeline. Director Alexander added that the City has the ability to track costs and request reimbursement for costs. Board Member Radford stated that we say this is budgeted and asked if we are making a spending decision? Mayor Casper asked if we have the money to meet our needs. Board Member Smede stated that if employees are not available to work, that the school district won't pay their employees. Board Member Hally asked Director Alexander if there is a way for measuring cash flow. Director Alexander answered yes, that the Treasurer will be responsible for that. Mayor Casper said that there will be more opportunities for discussions next week and announced where construction is considered essential in the Governor's order that the City will want to move forward and continue holding Planning and Zoning meetings, but added that they will be conducted online. Mayor Casper mentioned some of the departments that supply essential services to the community and all the directors gave summations of who in their departments were working where. She stated that the libraries' curbside service was a successful idea and asked Director Wright to review the three-page order and consider expanding the curbside service. Board Member Hally mentioned that online learning at all levels was occurring across the country and was concerned that some community members' computer and internet access would be curtailed. Director Wright stated that social distancing is the issue and would severely limit the number of available computers. He added that Audible has free downloads and is offering other free services as well, but will accommodate as needed per Council direction. Mayor Casper suggested modifying Council's agenda for that evening to include expanding library services under the Governor's order. Board Member Francis asked how much latitude the City has with the order and Mayor Casper stated that more interpretation will be asked for later that evening in the Council meeting. Director Alexander reported that accounting services, utility billing etc. will continue as some staff members will transition to working from home and noted that online bill pay, auto bill pay, 24-hour kiosk and payment drop-off locations remain available to the community. Board Member Freeman asked if the custodial staff will be on site and Director Alexander replied that the development workshop cleans City Hall and the garage after hours, but that staff should be able to keep their areas tidy in the interim. Mayor Casper stated that the school districts deem custodial staff as essential and to consider using this time for deep cleaning. GM Prairie stated fiber crews will no longer be entering homes in the 21-day period, but will continue to do field work and the bulk infrastructure work and repairs as needed. Mayor Casper stated that City playgrounds are closed and noted that the City may be getting calls about people not following the order and added that the City will not be extending authority beyond City employees. Mayor Casper suggested holding council meetings monthly instead of bi-monthly and noted the biggest concern is having a way for the community to participate. There was some discussion and ideas to help with obeying the order. Ms. Combe issued a handout on how the emergency leave should be followed. Mayor Casper stated that there is no need to act on it right now, but to review and discuss at this evening's Council meeting. Mr. Fife reminded the group that the Mayor, by statute has supervisory and administrative authority over all City employees and has the authority to administer the budget through the City Code. Director Cloutier stated that the Stimulus Package will provide \$750,000 to the airport to help with revenue shortages caused by flight cancellations, etc. In addition, he noted that all Federal Aviation Administration (FAA) projects will be fully funded by the FAA.

March 26, 2020 Unapproved

COVID-19 and Utility Preparedness:

GM Prairie discussed the current City's disconnect policy and explained that while it's not a board policy, it is a policy put in place by the Board with the collaboration of Municipal Services, Public Works and Idaho Falls Power, which gives City staff direction on how business is conducted with regard to how people are required to pay their utility bill. He reviewed some specifics of the policy and recommended that the City follow what other utilities in the region are doing and discontinue disconnecting services on residential and small businesses under 200kW during the COVID-19 pandemic for non-pay. GM Prairie continued to say that collecting the four (4%) percent late fee on all commercial and industrial accounts will be discontinued during this time period, however, disconnects for nonpayment will continue for large accounts over this 200kW threshold. He mentioned that there could be long-term consequences of this action and that once the pandemic winds down it should be reviewed for clarity on how to ramp back up for disconnections. Director Fredericksen said that revenue is between two and six percent over what was anticipated for February. Board Member Hally stated that if there is anything in delinquency, to keep track of the totals in case there is something in the Federal Stimulus Package to aid in the loss. He added that credit card use will likely ramp up as people tend to rely on credit in times like these. Director Alexander reminded the group that customers that historically have paid with credit cards can still use the kiosk and that the department continues to remind customers of all the payment options. GM Prairie recommended amending the current policy to discontinue disconnects for residential and small commercial accounts effective now, and to be reviewed at a later date. Director Fredericksen asked for clarity on when the amended policy would be implemented and GM Prairie stated that late fees will remain on bills up to today but would discontinue until further notice if the policy change motion is passed. Mayor Casper stated that GM Prairie has the option to readjust.

It was moved by Board Member Radford and seconded by Board Member Hally to approve COVID-19 billing and disconnect Policy Changes. The vote was unanimous, motion carried.

Q1 Financial Report:

GM Prairie stated that finance is waiting for the audit to close in order to have all the quarter one figures and noted that when quarter two is covered, he will wrap quarter one into that presentation. He said that October 2019 was one of the coldest Octobers on record and that frost occurred a month earlier than normal, which has slowed fiber's underground boring progress. As a result of the cold snap, low revenues came in because there were high retail loads. He continued to say that November and December have a very low snow pack, which drove down power supply revenue and drove up expenses through December, however, prices stayed low on the wholesale side. GM Prairie gave year-over-year comparisons and noted the rates are driven by low gas prices and said that IFP is still on track as far as the budget and in fact, is running a bit under budget. There was a discussion on what controls gas prices and finally, GM Prairie concluded with an explanation on the water graphs and how wet and dry spells impact that outcome.

Mr. Smith reviewed Fiber's balance sheet and clarified why it was showing a negative number in the checking and savings accounts until the pilot project funds were transferred over in the second quarter. He noted that the inventory is approximate until the programming is complete. He stated that the inventory for fiber and electric is still connected. GM Prairie stated that Power will be reviewed when the audit is complete.

Payment in Lieu of Taxes Policy (PILOT):

GM Prairie stated that he incorporated comments from the Board Members, Mayor Casper's edits and Mr. Fife's legal review. The language has been refined and some sections clarified. The payment in lieu percentage will move to six and a half (6.5%) percent. It keeps the general fund where it's been, if not a bit

March 26, 2020 Unapproved

higher. Clarity was added to how the Traffic Light Fund is funded. He continued to state that it makes sense that the light fund will move to a five-year Capital Improvement Plan and noted that there is usually money left over from year to year. He recapped the survey that was in the Board's packet two months ago and noted that the utility methodology, was to arrive at six and a half (6.5%) percent and noted that anything not needed to "keep the lights on", goes into the PILOT. Board Member Hally asked if there is an average of all of the Utah Associated Municipal Power Systems (UAMPS) customers. GM Prairie answered that UAMPS is currently working on PILOT survey with their members. He said that American Public Power Association's (APPA) data point varies by region. He continued to say that there is no perfect percentage number, but that he is trying to be reasonable since the utility does not pay property taxes or a franchise fee. GM Prairie said that public power's average PILOT is five point eight (5.8%) percent across the country. Board Member Francis motioned to approved with some refinement about the previous year's PILOT payment.

It was moved by Board Member Hally and seconded by Board Member Smede to approve the policy changes as written. The vote was unanimous, motion carried.

Utility-wide Market Based Compensation Policy No. 4 Review:

GM Prairie reviewed the policy and stated there will be wage adjustments in May for union and non-union employees per the policy and current International Brotherhood of Electrical Workers (IBEW) contract. He said that the Milliman Survey is still the best information available to determine wages and that the most recent survey is already a year old. He noted there are 135 positions in the survey and 81 utility participants (seven in Idaho including IFP). He said that the survey is a robust study with a broad slice of utilities in the region. He added that the survey covers 95 percent of the utility's positions and noted that every three years, the job classifications will be rescaled. For 2020, the scale will be adjusted up three (3%) percent for union and non-union employees per policy and the outcome of last year's Milliman Market Survey report.

International Brotherhood of Electrical Workers (IBEW) Negotiation and Process:

GM Prairie stated that most of the union negotiations will take place over email and will focus on cleaning up the contract, correcting some language from the 1960s and reducing the size to be a more user-friendly contract. He noted that he will work with the AGM, human resources and legal departments to finalize the contract and bring it back next month to a vote. There was some discussion on current open/posted positions. Mayor Casper commented that the survey feels like a good arena for the utility and GM Prairie added that is a good model also to perform evaluations and noted that supervisors and foremen will be reviewed on how they evaluate their staff.

Power Supply was tabled until next month's meeting. GM Prairie reminded everyone to review the videos and email him their thoughts and comments so he can tailor the next discussion.

Utility Reports:

North American Electric Reliability Corporation (NERC) - GM Prairie reminded the group that there was some COVID-19 Response information by NERC included in the packet and that due to the pandemic, there won't be any audits through July 31, 2020. NERC Situational Awareness was already put in place three weeks ago at the utility. He mentioned his concerns about the supply chain and that the utility is trying to stay ahead of any supply issues and noted there is mutual aid available for staff and supplies if needed. There was some discussion about how the crew's shifts have been staggered to avoid intermixing. GM Prairie stated that the highest risk job would be in dispatch and because it's such a complex position and there isn't the ability to cross train. Three weeks ago, the dispatch center was locked out to only the six dispatchers. The supervisor works from home also to limit exposure and be ready for backup if needed.

March 26, 2020 Unapproved

Loss of Staff Member – GM Prairie mentioned that the utility would like to sponsor a five-hundred dollar annual Youth Rally Scholarship in honor of Bobbi Wilhelm. Mayor Casper and Board Members felt it would be an appropriate tribute to honor a beloved colleague in this manner as well as potentially sponsoring a bike ride over the summer if the opportunity presents itself and left that decision up to the GM.

GM Prairie announced there will be a marketing agreement for RedInc in this evening’s Council meeting for approval. He thanked Board Member Ziel-Dingman for donating a marketing analysis to aid the utility in interviewing local marketing companies. RedInc was selected as the best match to meet the needs of the utility and offered the most competitive prices in his view.

Organizational Membership Reports:

Northwest Public Power Association (NWPPA) – GM Prairie announced that NWPPA is offering free online courses and webinars and that he will forward anything pertinent to the Board.

Board Evaluations:

Board Member and Liaison Radford passed out Board Self-Evaluations and mentioned the sign of a good board is that they can bring on new members, identify and resolve conflict within a board and the evaluation can help clarify improvements that can be achieved. He noted that a few changes had been made from the previous year, including some questions about regulators and board members. Board Members committed to signing their evaluations and returning them within two weeks so that the results could be compiled and presented in the next meeting. Board Member Freeman reminded the group that it’s a good opportunity to find information in the board book. GM Prairie reminded the group to review the items at the end of the packet for a deeper dive into fiber next month. Board Member Hally asked if it is still a thirty (30%) percent payback and GM Prairie said the utility needs to climb to thirty-five (35%) percent to forty (40%) percent for a quick payback.

Board Member Updates:

Board Member Hally announced that financial payments have been agreed upon and to check online for details. Board Member Freeman announced that the Royce Clements gathering has been cancelled. Mayor Casper suggested writing a card and that there will be something to honor his retirement sometime after the pandemic.

There being no further business, the meeting adjourned at 11:07 a.m.

Linda Lundquist, EXECUTIVE ASSISTANT

Rebecca L. Noah Casper, MAYOR



MEMORANDUM

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, April 1, 2020
RE: Agreement for Wastewater Biosolids Hauling Services

Council Action Desired

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

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

Description, Background Information & Purpose

The purpose of this agreement is to establish a contract to provide hauling service of wastewater biosolids from the Wastewater Treatment Plant to be applied on farm ground outside the City. The traditional bidding process for this service was held and no bids were received. Therefore, Council granted the ability to negotiate this service on the open market. This agreement assigns G & F Pond to provide these services for this fiscal year. The negotiated rate is \$1.859 per 1,000 gallons hauled per mile and will be paid bi-monthly.

Relevant PBB Results & Department Strategic Plan

							
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>					

This agreement supports the community-oriented result of environmental sustainability by providing clean and efficient beneficial reuse of wastewater biosolids to surrounding farm ground.

Interdepartmental Coordination

N/A

Fiscal Impact

Sufficient funds have been budgeted by the Wastewater Division to accommodate this agreement.

Legal Review

The Agreement has been reviewed by the City Attorney.

**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO
WASTEWATER BIOSOLID HAULING SERVICES FOR THE CITY OF IDAHO FALLS,
IDAHO**

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO WASTEWATER BIOSOLID HAULING SERVICES FOR THE CITY OF IDAHO FALLS, IDAHO, (hereinafter "Agreement"), is made and entered into this _____ day of _____, 2020, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and G & F Pond Enterprises, 4943 Hidden Canyon Drive, Idaho Falls, ID 83406 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, CITY solicited bids for the haul of Biosolids from the wastewater treatment plant in December 2019; and

WHEREAS, CITY didn't receive any bids in the solicitation request; and

WHEREAS, CITY received an acceptable quote from the CONTRACTOR to provide for the Biosolids haul services.

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

SECTION I: SCOPE OF WORK

A. CITY hereby engages CONTRACTOR to perform liquid wastewater biosolids hauling as described herein, and CONTRACTOR accepts such engagement commencing no later than April 13, 2020, and terminating on September 30, 2020, or before, at City's sole direction.

B. TASKS provided by CONTRACTOR:

The CONTRACTOR's duties under this Agreement are as follows and are more particularly described in City of Idaho Falls Invitation to Bid No: IF-20-09 attached to this Agreement as Exhibit "A" and incorporated into this Agreement by this reference:

1. CONTRACTOR shall haul liquid wastewater biosolids to the fields designated by CITY, Sewer Superintendent, or designee.
2. CONTRACTOR shall use DOT-certified supply tanker truck(s) with a driver/operator for each truck, who is capable of hauling liquid wastewater biosolids in a manner that prevents leaking or spilling of liquid wastewater biosolids on highways, streets, roads, or other land surfaces or waterways.

3. Trucks shall be equipped with a spreader that is capable of uniformly spreading the liquid wastewater biosolids over the entire width of the truck as variable controlled application rates as directed by CITY.
4. CONTRACTOR shall provide all maintenance, fuel, and parts for the truck(s) and spreaders and keep them in working order. CITY reserves right to require CONTRACTOR to replace any vehicle not performing satisfactory work.

C. TASKS provided by CITY:

CITY shall load the liquid wastewater biosolids into hauler's trucks at the designated location at CITY's Wastewater Treatment Plant.

SECTION II:

A. Independent Contractor.

The contracting 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, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

B. Fees and Conditions for Professional Services.

1. Payment for all services described in this Agreement is provided in accordance with the cost described in Section II.B.2. of this Agreement.
2. The cost for CONTRACTOR's services, as described in Section I, Scope of Work, shall be one dollar and eighty-five and nine tenths cents (\$1.859) per K-gal-mile.
3. Payment is to be made bi-monthly.
4. CITY and CONTRACTOR may mutually agree to re-allocate tasks, providing the hauling rates described in Section II.B.2. of this Agreement are unchanged.

SECTION III:

A. Termination of Agreement.

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

B. Extent of Agreement.

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

C. Project Timeline.

This Agreement shall terminate on September 30, 2020.

D. Compliance with Law.

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

E. Indemnification.

CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of CONTRACTOR in the performance of professional services under this Agreement, to the extent that CONTRACTOR is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between CONTRACTOR and CITY. CONTRACTOR shall not be obligated to indemnify CITY for CITY's sole negligence.

F. Costs and Attorney Fees.

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

G. Jurisdiction and Venue.

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

H. Binding of Successors.

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

I. Modification and Assignability of Agreement.

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

J. CITY's Representatives.

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

K. Conflict of Interest.

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

L. Ownership and Publication of Materials.

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

M. 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, veteran's status, or national origin.

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

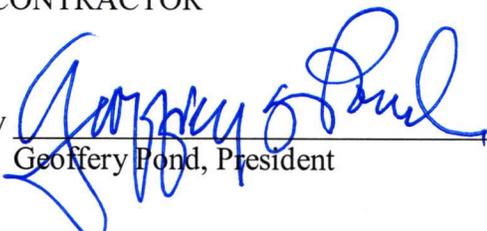
ATTEST:

"CITY"
City of Idaho Falls, Idaho

By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

"CONTRACTOR"

By 
Geoffery Pond, President

STATE OF IDAHO)
) ss.
County of Bonneville)

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

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

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

(Seal)

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 3rd day of April, 2020, before me, the undersigned, a notary public, in and for said State, personally appeared Geoffrey Pond, known or identified to me to be the President of G&F Pond Enterprises and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same.

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



Janet Kopplow
Notary Public of Idaho
Residing at: Idaho Falls
My Commission Expires: 4/11/23

(Seal)



MEMORANDUM

FROM: Chris H Fredericksen, Public Works Director
DATE: Tuesday, March 31, 2020
RE: Bid Award – Heritage Park Power Line Site Preparation

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 lowest responsive, responsible bidder, RS Jobber, Inc., in an amount of \$165,128.00 and authorizing the Mayor and City Clerk to sign contract documents..

Description, Background Information & Purpose

On Tuesday March 24, 2020, bids were received and opened for the Heritage Park Power Line Site Preparation project. A tabulation of bid results is attached. The purpose of the proposed bid award is to enter into contract with the lowest bidder to furnish all tools, labor, equipment, and materials necessary to prepare for power line relocation and future park improvements. The cost allocation for this project will be provided by the Parks Capital Improvement Fund and sufficient funding and budget authority exist for completion of the proposed improvements.

Relevant PBB Results & Department Strategic Plan

							
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

This project supports the community-oriented results of livability and environmental sustainability by providing improved land use and safety for citizen recreation.

Interdepartmental Coordination

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

Fiscal Impact

The cost allocation for this project will be provided by the Parks Capital Improvement Fund and sufficient funding and budget authority exist for completion of the proposed improvements.

Legal Review

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

City of Idaho Falls

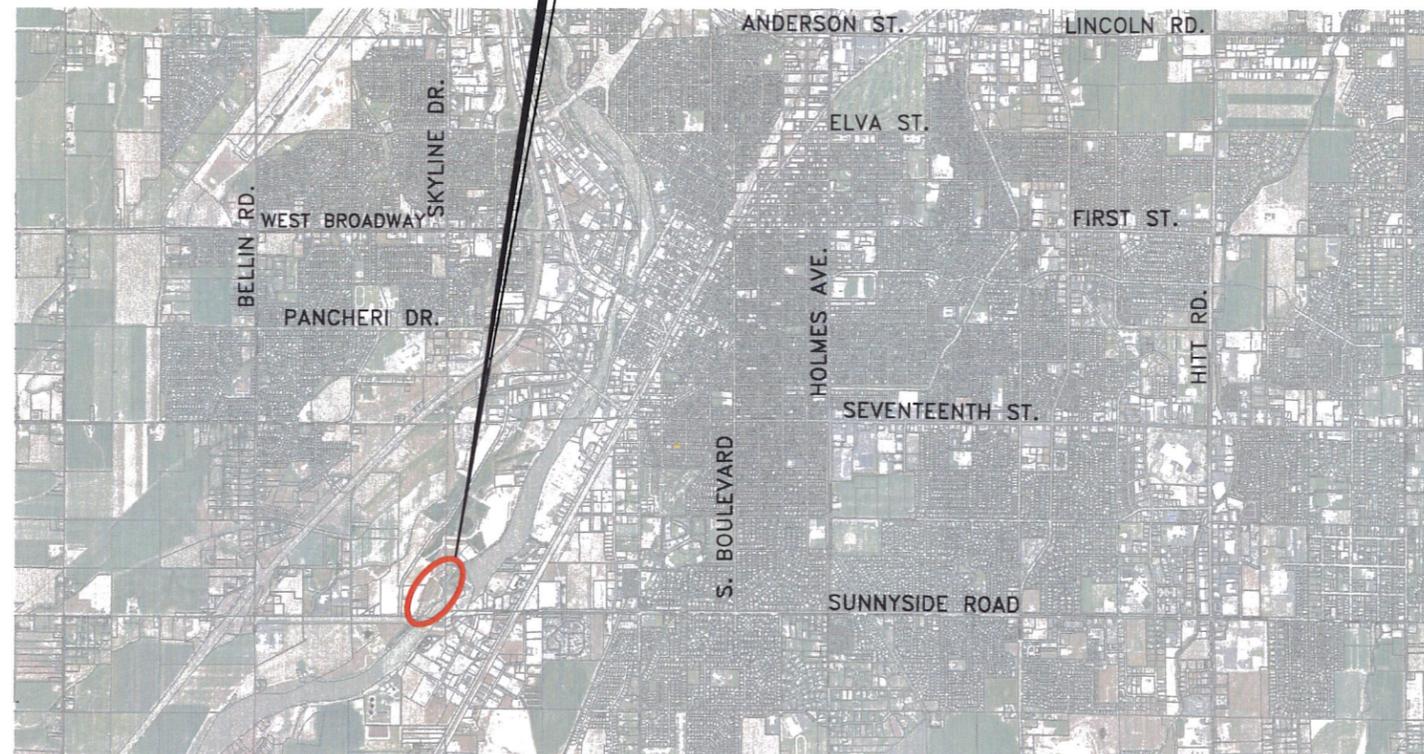
Engineering Department Bid Tabulation

Project: Heritage Park Power Line Site Preparation **Number:** 2-37-26-4-PRK-2017-28
Submitted: Kent J. Fugal, P.E., PTOE **Date:** March 24, 2020

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		RS Jobber, Inc.		DePatco, Inc.		HK Contractors, Inc.		Knife River Corporation - Mountain West		3H Construction, LLC		High Output Development, LLC		
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price
DIVISION 200 - EARTHWORK																			
2.01	202.4.1.A.1	Excavation	434	CY	\$15.00	\$6,510.00	\$16.00	\$6,944.00	\$10.70	\$4,643.80	\$13.00	\$5,642.00	\$4.00	\$1,736.00	\$12.00	\$5,208.00	\$10.00	\$4,340.00	
2.02	202.4.6.A.1	Borrow	12055	CY	\$15.00	\$180,825.00	\$4.00	\$48,220.00	\$7.70	\$92,823.50	\$12.60	\$151,893.00	\$8.00	\$96,440.00	\$13.25	\$159,728.75	\$14.32	\$172,627.60	
DIVISION 800 - AGGREGATES & ASPHALT																			
8.01	801.4.1.A.1	6" Minus Uncrushed Aggregate Base (Imported)	399	CY	\$35.00	\$13,965.00	\$36.00	\$14,364.00	\$26.70	\$10,653.30	\$29.00	\$11,571.00	\$10.00	\$3,990.00	\$21.00	\$8,379.00	\$35.10	\$14,004.90	
DIVISION 2000 - MISCELLANEOUS																			
20.01	2010.4.1.A.1	Mobilization	1	LS	\$40,000.00	\$40,000.00	\$5,600.00	\$5,600.00	\$25,000.00	\$25,000.00	\$26,700.00	\$26,700.00	\$70,056.00	\$70,056.00	\$15,000.00	\$15,000.00	\$22,125.00	\$22,125.00	
SPECIAL PROVISIONS																			
SP-1	S0210	Relocate Stockpile	15000	CY	\$12.00	\$180,000.00	\$6.00	\$90,000.00	\$2.90	\$43,500.00	\$2.35	\$35,250.00	\$4.00	\$60,000.00	\$4.95	\$74,250.00	\$3.66	\$54,900.00	
TOTAL						\$421,300.00		\$165,128.00		\$176,620.60		\$231,056.00		\$232,222.00		\$262,565.75		\$267,997.50	

HERITAGE PARK POWER LINE SITE PREPARATION PROJECT # 2-37-26-4-PRK-2017-28

PROJECT LOCATION



REVIEWED BY: PARKS DIVISION

[Signature]
DATE: 3/3/20

REVIEWED BY: IDAHO FALLS POWER

[Signature]
DATE: 3/5/2020



MAYOR
REBECCA L. NOAH CASPER
CITY COUNCIL

MICHELLE ZIEL-DINGMAN
SHELLY SMEDE
THOMAS HALLY

JIM FRANCIS
JOHN B. RADFORD
JIM FREEMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

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

2020

AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
ENGINEERING DIVISION	HERITAGE PARK POWER LINE SITE PREPARATION TITLEPAGE		
CHEK BY:	Y.G.	DSG BY:	WEM DWN BY: WEM
FILE NO. 2-37-26-4-PRK-2017-28	DATE PLOTTED: 3/2/2020	SHEET NO. 1 OF 7	
DWG NO. MAIN-CIF-PHASE 1.dwg			



MEMORANDUM

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, April 2, 2020
RE: IF-20-08, Purchase Triple Wall Sanite Pipe for Public Works

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 Core and Main for a total of \$78,078.00 or take other action deemed appropriate.

Description, Background Information & Purpose

This purchase will provide inventory for water division recharge projects.

Relevant PBB Results & Department Strategic Plan

							
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>					

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

Interdepartmental Coordination

Public Works concurs with Municipal Services Department recommendation for award.

Fiscal Impact

Funds for the pipe are budgeted within the 2019/20 Public Works, Water Division.

Legal Review

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

TABULATION MASTER
CITY OF IDAHO FALLS
WATER DIVISION TRIPLE WALL SANITE PIPE

Bid Opening Date: March 23, 2020

Vendor City	VENDOR #1 Ferguson Waterworks Idaho Falls, ID	VENDOR #2 HD Fowler Company Idaho Falls, ID	VENDOR #3 Core And Main Idaho Falls, ID	VENDOR #4	VENDOR #5	VENDOR #6
1. 36" (HDPE) Triple Wall Sanite Pipe 1560 ft Price per Foot Standard Lengths Manufacturer Delivery Time LUMP SUM TOTAL SECTION I	\$50.47 13" Advanced Drain Systems 3-4 Weeks \$78,733.20	\$52.60 13" ADS 5/5/2020 \$82,056.00	\$50.05 13' ADS 2-4 Weeks \$78,078.00			



MEMORANDUM

FROM: Pam Alexander, Municipal Services Director

DATE: Thursday, April 2, 2020

RE: IF-20-15, Microduct Installation Services for Idaho Falls Power

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, The Yard Butler for an estimated total contract amount of 300,000.00 or take other action deemed appropriate.

Description, Background Information & Purpose

This contract will provide microduct installation services for residential fiber installations.

Relevant PBB Results & Department Strategic Plan

							
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The purchase of the microduct installation services supports the well-planned growth and development community-oriented result by expanding residential fiber services to the community.

Interdepartmental Coordination

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

Fiscal Impact

Funds for the micro duct installation services are budgeted within the 2019/20 Idaho Falls Power Fiber budget.

Legal Review

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

City of Idaho Falls

PO BOX 50220

IDAHO FALLS, IDAHO 83405

Office of Purchasing Agent

Opening Date: March 24, 2020

TABULATION

BID IF-20-15

2020 Microduct Installation Services

Bidder	The Yard Butler, LLC							
State	Idaho Falls, ID							
Public Works License Number	046564-D-4							
Lump Sum for Single Residence Installation	\$495.00							
Add Alternate #1: Sub Concrete Installation	\$225.00							
List Subcontractors and PW License Numbers:	NA							



MEMORANDUM

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, April 2, 2020
RE: IF-20-17, Purchase Traffic Safety Truck for Public Works

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, Rush Truck Centers for a total of \$82,024.00, or take other action deemed appropriate.

Description, Background Information & Purpose

This purchase will replace a 2004 Ford F-550 that is scheduled for replacement. The City has opted not to accept the trade-in allowance of \$6,000 as this vehicle has recorded above average performance and will be transitioned into the rental pool for other departments to use when needed.

Relevant PBB Results & Department Strategic Plan

							
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>					

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

Interdepartmental Coordination

Public Works concurs with Municipal Services Department recommendation for award.

Fiscal Impact

Funds for the traffic safety truck are budgeted within the 2019/20 Public Works, Streets Division.

Legal Review

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

City of Idaho Falls

PO BOX 50220
IDAHO FALLS, IDAHO 83405
PHONE: (208) 612-8433

Office of Purchasing Agent

Opening Date: March 25, 2020

BID IF-20-17

One (1) 2020 or Newer Cab and Chassis Mounted with a New Contractor Type Flat-bed

BIDDER	Rush Truck Centers			
	Jerome, ID			
ADDENDUM	NA	NA	NA	NA
CAB AND CHASSIS				
Manufacturer	International			
Model	CV515			
Year	2020			
DUMP BODY				
Manufacturer	Egan Machine			
Model	12' Flat Bed			
Year	2020			
Delivery Time of Complete Unit	165-180 Days ARO			
Price without Trade-In	\$82,024.00			
Trade-in Allowance #1504	\$6,000.00			
TOTAL PRICE WITH TRADE-IN	\$76,024.00			
Idaho Motor Vehicle Dealer's License	169			
Sub-Bidder Dump Body	MetroQuip			



MEMORANDUM

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, April 2, 2020
RE: IF-20-19, Purchase Water Line Materials for Public Works

Council Action Desired

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

Accept and approve the bids from the lowest responsive and responsible bidders by section to Core and Main, HD Fowler Company, and Ferguson Waterworks for a total of \$614,562.25.00 or take other action deemed appropriate.

Description, Background Information & Purpose

This purchase will provide water line materials for water division projects.

Relevant PBB Results & Department Strategic Plan

							
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>					

The purchase of the water line materials supports the reliable public infrastructure and transportation community-oriented result by acquiring or replacing materials required in the field.

Interdepartmental Coordination

Public Works concurs with Municipal Services Department recommendation for these awards.

Fiscal Impact

Funds for the water line materials are budgeted within the 2019/20 Public Works, Water Division.

Legal Review

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

TABULATION MASTER
CITY OF IDAHO FALLS
WATER DEPARTMENT MATERIALS

Bid Opening Date: March 24, 2020

RED VALUES = CORRECTED TOTALS FROM VENDOR SUBMISSIONS

Vendor City	VENDOR #1	VENDOR #2	VENDOR #3
	Core & Main Idaho Falls, ID	HD Fowler Company Idaho Falls, ID	Ferguson Waterworks Idaho Falls, ID
LUMP SUM TOTAL SECTION I	\$ 143,152.72	\$ 146,213.95	\$ 145,213.00
LUMP SUM TOTAL SECTION II	\$ 24,047.75	\$ 24,345.00	\$ 23,372.00
LUMP SUM TOTAL SECTION III	\$ 25,005.59	\$ 25,400.00	\$ 26,840.00
LUMP SUM TOTAL SECTION IV	\$ 25,999.50	\$ 30,659.00	\$ 23,450.00
LUMP SUM TOTAL SECTION V	\$ 26,775.00	\$ 28,425.00	\$ 28,500.00
LUMP SUM TOTAL SECTION VI	\$ 1,622.79	\$ 3,036.00	\$ 1,890.00
LUMP SUM TOTAL SECTION VII	\$ 7,238.05	\$ 8,526.50	\$ 6,702.50
LUMP SUM TOTAL SECTION VIII	\$ 62,281.00	\$ 79,680.00	\$ 64,584.00
LUMP SUM TOTAL SECTION IX	\$ 74,109.50	\$ 72,479.00	\$ 72,475.00
LUMP SUM TOTAL SECTION X	\$ 185,218.00	\$ 195,926.00	\$ 211,740.00
LUMP SUM TOTAL SECTION XI	\$ 10,775.00	\$ -	\$ 10,249.75
LUMP SUM TOTAL SECTION XII	\$ -	\$ 27,515.00	\$ -
LUMP SUM TOTAL SECTION XIII	\$ 6,742.90	\$ 8,567.00	\$ 12,070.00 22,319.75
Total All Sections	\$ 592,967.80	\$ 650,772.45	\$ 627,086.25
Total Low Bid Sections	\$ 450,798.00	\$ 27,515.00	\$ 136,249.25
Total Award			\$ 614,562.25



MEMORANDUM

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, April 2, 2020
RE: Purchase of Electrical Conductor for Idaho Falls Power

Council Action Desired

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

Authorization to enter into the open market to purchase electrical conductor from Codale Electric Supply for a total of \$176,061.60 or take other action deemed appropriate.

Description, Background Information & Purpose

Bid IF-20-20 was published and did not receive any bidders. With no bids received and to expedite this purchase, Idaho Falls Power contacted Codale Electric Supply.

Relevant PBB Results & Department Strategic Plan

							
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The purchase of electrical conductor inventory supports the growth and livable community-oriented results by replenishing required inventory for the Idaho Falls Power warehouse.

Interdepartmental Coordination

Municipal Services and Idaho Falls Power coordinated the issuance of the request for bid and the recommendation to enter into the open market for the service.

Fiscal Impact

Funds for the electrical conductor inventory are budgeted within the 2019/20 Idaho Falls Power operating budget.

Legal Review

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



Send P/O To:

Codale Electric Supply, Inc.
5225 WEST 2400 SOUTH
SALT LAKE CITY, UT 84120-1264
Phone # : 801-975-7300

Bid #: S7023874
Page #: 1

Bid To:

CITY OF IDAHO FALLS
PO BOX 50220
ACCOUNTS PAYABLE
IDAHO FALLS, ID 83405
Phone # : (208)529-1224

Ship To:

CITY OF IDAHO FALLS/ POWER WAREHOUS
140 S CAPITAL
IDAHO FALLS POWER WAREHOUSE
IDAHO FALLS, ID 83402
JOB: 1100 OKONITE

Bid-Date-Expr-Date-Writer-Salesman-Ship Via
03/25/20 04/24/20 John Grace Joe Arnold UTILITY SPECIAL

Table with 4 columns: Qty, Description, Net Prc, Ext Prc. Row 1: 22230 OKONITE 160-23-9590 1100MCM ALUMINUM 15KV URD EPR 1/6 NEUTRAL 220MIL 133% INSULATION ...

*** Continued on Next Page ***

.. Reprint .. Reprint .. Reprint .. Reprint .

All Sales subject to Codale's Terms and Conditions (T&C's) available at www.codale.com/terms. Price listed on this quotation are subject to change without notice beyond expiration date. Sales Tax is not included in any Bid. Payment terms are subject to approved credit. Prices are exclusive of applicable taxes unless noted.



** Quotation **

Send P/O To:

Codale Electric Supply, Inc.
5225 WEST 2400 SOUTH
SALT LAKE CITY, UT 84120-1264
Phone # : 801-975-7300

Bid #: S7023874
Page #: 2

Bid To:

CITY OF IDAHO FALLS
PO BOX 50220
ACCOUNTS PAYABLE
IDAHO FALLS, ID 83405
Phone # : (208)529-1224

Ship To:

CITY OF IDAHO FALLS/ POWER WAREHOUS
140 S CAPITAL
IDAHO FALLS POWER WAREHOUSE
IDAHO FALLS, ID 83402
JOB: 1100 OKONITE

~~Bid-Date-Expr-Date-Writer~~ ~~Salesman~~ ~~Ship Via~~
03/25/20 04/24/20 John Grace Joe Arnold UTILITY SPECIAL

Qty	Description	Net Prc	Ext Prc
	REELS # 9&10 ***** Pn: 3416374		
10	OKONITE PARALLEL CHARGE N/S Item: Mfg Return Policy Applies Pn: 4167165	0.000EA	0.00
		Bid Total	176061.60
		Bid Amount	176061.60

.. Reprint .. Reprint .. Reprint .. Reprint .
All Sales subject to Codale's Terms and Conditions (T&C's) available at
www.codale.com/terms. Price listed on this quotation are subject to change
without notice beyond expiration date. Sales Tax is not included in any Bid.
Payment terms are subject to approved credit. Prices are exclusive of
applicable taxes unless noted.



MEMORANDUM

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, April 2, 2020
RE: Quote 20-021, Purchase Switch Gear for Idaho Falls Power

Council Action Desired

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

Accept and approve the quote received from Anixter Power Solutions for a total of \$85,135.00 or take other action deemed appropriate.

Description, Background Information & Purpose

The purchase of switch gear will be used for support electrical service to the event center.

Relevant PBB Results & Department Strategic Plan

							
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The purchase of the switch gear supports the well-planned growth and development community-oriented result by support electrical service to the event center.

Interdepartmental Coordination

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

Fiscal Impact

Funds for the switch gear are budgeted within the 2019/20 Idaho Falls Power operating budget.

Legal Review

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

City of Idaho Falls

PURCHASING DEPARTMENT
P. O. BOX 50220
IDAHO FALLS, IDAHO 83405
PHONE: (208) 612-8433
Fax Number: (208) 612-8536
Email Address: Llathouris@idahofallsidaho.gov
Email Address: kthornton@idahofallsidaho.gov

PRICE REQUEST LETTER

DATE: 3/16/20 Number of Pages Transmitted: 3
TO: Anixter Email: jacob.delong@anixter.com
FROM: Lisa Lathouris/Krista Thornton

MESSAGE: Please quote us a price and delivery date on the following materials, delivery to be **F.O.B. Idaho Falls**, all freight charges are to be included in the price.

Only firm prices on quotations will be accepted. Please use form furnished.

The right is reserved to accept or reject quotations on each item separately or as a whole. Each Quote and or line item may be evaluated separately. Proposals will be evaluated and the award will be made on the basis of price and delivery date that will best serve the interests and requirements of the City of Idaho Falls. The right is reserved to accept or reject any quotation.

It would be appreciated if you would return your responses by the end of the day **03/19/2020**. Our **fax number** for your use in returning this quotation is **208-612-8536** or you may email your quotation to **purchasing@idahofallsidaho.gov**.

Please sign and date attached quote page. Thank you.

PLEASE USE FORM FURNISHED

City of Idaho Falls -- Purchasing Department

***** REQUEST FOR QUOTATION *****

REQUEST NO.: 74898

VENDOR: Anixter Power Solutions - Salt Lake

QUOTED BY: Jacob DeLong

DATE: 3/25/2020

FREIGHT: F.O.B.IDAHO FALLS, ID

There may be additional instructions after last line item of this quotation.

Item No.	Quantity Requested/UOM	Quoted Unit Of Measure	Delivery Time	Quoted Unit Cost	Extended Cost
----------	------------------------	------------------------	---------------	------------------	---------------

1	2.00	EA	<u>ea</u>	<u>8-10 weeks</u>	<u>\$27,271.00</u>	<u>\$54,542.00</u>
---	------	----	-----------	-------------------	--------------------	--------------------

DESCRIPTION: DEADFRONT AIR INSULATED PADMOUNTED SWITCHGEAR
 15KV, 95KV BIL WITH TWO (2) 3-POLE 1200 AMP GROUP
 OPERATED AUTO-JET SWITCH(ES) PROVIDED WITH DUAL
 600 AMP BUSHINGS (TWO(2) PER PHASE) AND TWO (2)
 3-PHASE SET(S) OF FUSE MOUNTINGS FOR SMU-20
 FUSES PROVIDED WITH 200 AMP BUSHING WELLS
 (ONE(1) PER PHASE). INCLUDED ARE :
 DB- DUAL 600 AMP BUSINGS
 K3- KEY INTERLOCK TO PREVENT OPENING FUSE ACCESS
 DOOR UNTIL ALL SWITCHES ARE LOCKED OPEN
 T6- MOUNTING PROVISION ONLY TO ACCOMMODATE ONE (1)
 THREE PHASE FAULT INDICATOR IN EACH SWITCH
 COMPARTMENT
 6- FP-3097 FUSE END FITTINGS
 6- SMU-20 FUSES (SPARES NOT INCLUDED)
 APPROX DIMENSIONS: 75W X 69 3/4D 45"
 FEDERAL PACIFIC #PSE-9-44222-DB-K3-T6-600/600

2	2.00	EA	<u>ea</u>	<u>8-10 weeks</u>	<u>\$1,005.00</u>	<u>\$2,010.00</u>
---	------	----	-----------	-------------------	-------------------	-------------------

DESCRIPTION: PSE-9 BASE SPACER: A2-6" COMPARTMENTED MILD
 STEEL BASE SPACER FOR UNIT
 PSE-9-44222-DB-T6-1200

3	1.00	EA	<u>ea</u>	<u>8-10 weeks</u>	<u>\$27,183.00</u>	<u>\$27,183.00</u>
---	------	----	-----------	-------------------	--------------------	--------------------

DESCRIPTION: DEADFRONT AIR INSULATED PADMOUNTED SWITCHGEAR
 15KV, 95KV BIL W/ THREE (3) 3-POLE 1200 AMP GROUP
 OPERATED AUTO-JET SWITCH(ES) PROVIDED WITH DUAL
 600 AMP BUSHINGS (TWO(2) PER PHASE) AND ONE (1)
 3-PHASE SET OF FUSE MOUNTINGS FOR SMU-20
 FUSES PROVIDED WITH 200 AMP BUSHING WELLS
 (ONE(1) PER PHASE). INCLUDED ARE :
 DB- DUAL 600 AMP BUSINGS
 K3- KEY INTERLOCK TO PREVENT OPENING FUSE ACCESS

City of Idaho Falls
Purchasing Department
REQUEST FOR QUOTATION

Request No.: 74898

There may be additional instructions after last line item of this quotation.

Item No.	Quantity Requested/UOM	Quoted Unit Of Measure	Delivery Time	Quoted Unit Cost	Extended Cost
4	1.00	EA	<u>ea</u>	<u>8-10 weeks</u>	<u>\$1,400.00</u>
					<u>\$1,400.00</u>

DESCRIPTION: PSE-11 BASE SPACER: A2-6" COMPARTMENTED MILD
STEEL BASE SPACER FOR UNIT
PSE-11-44312-DB-T6-1200



MEMORANDUM

FROM: Josh Roos, City Treasurer
DATE: Friday, April 3, 2020
RE: Treasurer’s Report for February 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 February 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 February 2020, total cash and investments total \$129.5M. Total receipts received and reconciled to the general ledger were reported at \$13.9M, which includes revenues of \$12.2M and interdepartmental transfers of \$1.7M. Total disbursements reconciled to the general ledger were reported at \$13.8M, which includes salary and benefits of \$5.6M, operating costs of \$6.5M and inter-departmental transfers of \$1.7M. As reported in the attached investment report, the total investments reconciled to the general ledger were reported at \$111.8M.

Relevant PBB Results & Department Strategic Plan

							
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Interdepartmental Coordination

Not applicable.

Fiscal Impact

Not applicable.

Legal Review

Not applicable.

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

FUND	BEGINNING CASH & INVESTMENTS	TOTAL RECEIPTS	TOTAL DISBURSEMENTS	ENDING BALANCE CASH & INVESTMENTS
GENERAL	\$14,255,905.32	\$3,195,905.80	\$4,886,472.35	\$12,565,338.77
STREET	\$3,441,487.09	\$145,402.16	\$448,537.46	\$3,138,351.79
RECREATION	(\$19,582.50)	\$128,183.66	\$188,995.41	(\$80,394.25)
LIBRARY	\$3,583,804.70	\$341,105.25	\$257,398.89	\$3,667,511.06
AIRPORT PFC FUND	\$0.00	\$51,085.86	\$51,085.86	\$0.00
MUNICIPAL EQUIP. REPLCMT.	\$13,261,975.86	\$411,276.54	\$190,890.02	\$13,482,362.38
EL. LT. WEATHERIZATION FD	\$3,133,539.57	\$78,403.07	\$31,231.16	\$3,180,711.48
BUSINESS IMPRV. DISTRICT	\$83,184.75	\$769.00	\$0.00	\$83,953.75
GOLF	(\$514,070.13)	\$51,961.25	\$162,864.89	(\$624,973.77)
SELF-INSURANCE FD.	\$2,961,591.50	\$227,794.39	\$51,201.14	\$3,138,184.75
HEALTH & ACCIDENT INSUR.	\$4,576,611.43	\$39,194.05	\$0.00	\$4,615,805.48
WILDLAND	\$200,377.17	\$3,026.82	\$0.00	\$203,403.99
SANITARY SEWER CAP IMP.	\$2,599,400.14	\$41,549.23	\$0.00	\$2,640,949.37
MUNICIPAL CAPITAL IMP.	\$1,609,748.98	\$24,749.57	\$0.00	\$1,634,498.55
STREET CAPITAL IMPROVEMENT	\$867,198.59	\$41,015.93	\$7,371.65	\$900,842.87
BRIDGE & ARTERIAL STREET	\$759,163.09	\$7,671.46	\$21,649.71	\$745,184.84
WATER CAPITAL IMPROVEMENT	\$4,387,627.34	\$83,236.29	\$0.00	\$4,470,863.63
SURFACE DRAINAGE	\$193,528.58	\$2,386.94	\$0.00	\$195,915.52
TRAFFIC LIGHT CAPITAL IMPRV.	\$1,030,090.30	\$44,617.51	\$74,579.00	\$1,000,128.81
PARKS CAPITAL IMPROVEMENT	(\$10,780.57)	\$0.00	\$34,852.55	(\$45,633.12)
FIRE CAPITAL IMPROVEMENT	(\$2,630,002.83)	\$5,650.19	\$0.00	(\$2,624,352.64)
ZOO CAPITAL IMPROVEMENT	\$72,698.82	\$6,656.68	\$0.00	\$79,355.50
CIVIC AUDITORIUM CAPITAL IMP.	\$88,241.25	\$7,505.70	\$0.00	\$95,746.95
GOLF CAPITAL IMP.	\$21,378.10	\$4,247.77	\$0.00	\$25,625.87
POLICE CAPITAL IMPROVEMENT	(\$677,059.95)	\$0.00	\$0.00	(\$677,059.95)
AIRPORT	(\$210,738.21)	\$329,884.93	\$316,074.71	(\$196,927.99)
WATER	\$6,331,018.06	\$878,057.79	\$940,885.54	\$6,268,190.31
SANITATION	\$3,593,910.83	\$438,153.89	\$343,243.20	\$3,688,821.52
AMBULANCE	(\$1,888,948.14)	\$513,051.23	\$520,759.53	(\$1,896,656.44)
IDAHO FALLS POWER	\$48,879,871.13	\$5,692,397.62	\$4,470,437.92	\$50,101,830.83
FIBER	\$805,204.10	\$98,599.13	\$178,256.74	\$725,546.49
WASTEWATER	\$18,672,788.98	\$1,039,693.19	\$622,007.94	\$19,090,474.23
TOTAL ALL FUNDS	\$129,459,163.35	\$13,933,232.90	\$13,798,795.67	\$129,593,600.58

CITY OF IDAHO FALLS
 INVESTMENT RECONCILIATION
 Feb-20

	<u>BOND</u>	<u>AGENCY</u>	<u>TREASURY</u>	<u>COMMERCIAL PAPER</u>	<u>CERTIFICATES</u>	<u>MONEY MARKET</u>	<u>CASH/EQUIVALENT</u>	<u>TOTAL</u>
LPL					\$1,499,147.16		\$576,793.32	\$2,075,940.48
LGIP						\$10,146,957.71		\$10,146,957.71
WELLS FARGO	\$41,080,779.06	\$10,063,217.47	\$11,828,853.10			\$16,798,140.08		\$79,770,989.71
DA DAVIDSON		\$500,010.00			\$1,514,452.50		\$764,402.69	\$2,778,865.19
WASHINGTON FEDERAL					\$250,000.00		\$4,001.41	\$254,001.41
ISU					\$250,000.00		\$14,194.31	\$264,194.31
KEY BANK	\$1,007,368.05	\$2,853,153.45	\$1,728,445.90				\$44,489.80	\$5,633,457.20
IDAHO CENTRAL					\$4,000,000.00		\$226,823.56	\$4,226,823.56
BANK OF IDAHO						\$4,615,986.87		\$4,615,986.87
BANK OF COMMERCE					\$2,000,000.00		\$0.00	\$2,000,000.00
	<u>\$42,088,147.11</u>	<u>\$13,416,380.92</u>	<u>\$13,557,299.00</u>	<u>\$0.00</u>	<u>\$9,513,599.66</u>	<u>\$31,561,084.66</u>	<u>\$1,630,705.09</u>	<u>\$111,767,216.44</u>

March 23, 2020 - Unapproved

The City Council of the City of Idaho Falls met in Council Work Session, Monday, March 23, 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 Thomas Hally
Councilmember Jim Freeman (by WebEx)
Councilmember Jim Francis
Councilmember Shelly Smede (by WebEx)
Councilmember John Radford (by WebEx)

Also present:

Pamela Alexander, Municipal Services Director
Mark Hagedorn, Controller
Josh Roos, Treasurer
Keith Simovic, Moss Adams (by WebEx)
Duane Nelson, Fire Chief
Ryan Tew, Human Resources Director (by WebEx)
Julie Combe, Human Resources Manager
Bud Cranor, Public Information Officer (PIO)
Bryce Johnson, Police Chief
Bill Squires, Police Captain
Nicole Garcia, Appellant
Derek Wood, Information Technology
Cameron Ward, Information Technology
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:05 p.m. with the following items:

Per Mayor Casper's request, it was moved by Councilmember Hally, seconded by Councilmember Francis, to amend the agenda to accommodate a press conference from Governor Brad Little with the Good Faith reason that the information was recently received. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

External Audit Presentation:

Mr. Simovic stated this presentation is from the September 30, 2019 Financial Statement Audit Result. He then presented the following with general comments throughout:

Nature of Services Provided – Audit of the City's annual financial report; Internal controls assessment; Audit of the City's compliance related to the grant funds received and expended; Audit of the City's compliance related to Federal Aviation Administration (FAA) requirements for Passenger Facility Charges; and, Technical review of the City's Comprehensive Annual Financial Report (CAFR) to meet requirements for the Government Finance Officers Association (GFOA) annual award program for excellence in financial reporting.

Audit Process – Internal Controls (Information Technology (IT); revenues/cash receipting; cash disbursements; payroll; capital assets; and, financial close and reporting); Analytical Procedures (revenue and expenses; trends, comparisons, and, expectations); and, Substantive Procedures (confirm account balances; vouch to supporting documentation; representations from attorneys and management; and, examine objective evidence).

March 23, 2020 - Unapproved

Critical Audit Areas – Cash and investments; IT control environment; capital assets; charges for services (utility billing); financial close and reporting; and, federal grants.

Auditor's Opinion and Reports – Financial Statements (unmodified (clean) opinion on financial statement); Government Auditing Standards Report (significant deficiency of capital assets); Passenger Facility Charges Report (no reportable findings); and, Single Audit Report (no reportable findings).

Required Communications – significant accounting policies - no new standards impacting the City; management judgments and accounting estimates; audit adjustments (Capital Project Funds (\$701,000) not paid at year end); passed adjustments (Governmental activities (\$782,000) inappropriately expensed); no disagreements with management; no difficulties in performing the audit; and, internal controls - no material weaknesses noted.

Internal Control Recommendations/Findings –

Significant Deficiency: Capital assets - 1) lack of timely, monthly reconciliations, 2) lack of physical inventory of capital assets, 3) projects not capitalized in a timely manner, 4) costs capitalized in the incorrect period.

Other Matters: Other control deficiencies were noted, some of which are repeat comments from the prior year's audit. None of which rose to the level of a significant deficiency or material weakness.

Mr. Simovic expressed his appreciation to Director Alexander and the finance team for the facilitation of the audit process.

To the response of Councilmember Hally, Mr. Simovic stated the timing issue of posted depreciation did not impact the balance of the General Fund to a significant extent. To the response of Mayor Casper, Mr. Simovic stated the report addressing findings and recommendations will be finalized at month end. Mayor Casper believes timing issues are not unique to municipalities. To the response of Mayor Casper, Director Alexander stated the significant deficiency is partially due to the lack of coordination and communication. She also stated software options are being looked into. She confirmed procedures for communication can be improved. To the response of Councilmember Francis, Director Alexander stated some deficiencies are expected. To the response of Councilmember Hally, Director Alexander confirmed barriers in communication from the departments impact the reconciliation of balances. Mr. Hagedorn clarified it is not department willingness to communicate, the department may not be aware of when they should communicate. He believes this is an education piece. He also stated improvements need to be made with capital assets although the cash process had been the priority. The cash process has been improved, therefore, staff will be looking at other areas. Councilmember Dingman expressed her appreciation for the presentation. She believes the City is moving in the right direction on many issues.

Calendars, Announcements and Reports:

Mayor Casper stated most community events are in cancellation mode due to the Coronavirus (COVID-19). Any calendar events can be communicated by electronic means.

Extension of Local Disaster:

Mayor Casper stated a resolution will extend the Declaration of Local Disaster Emergency, as discussed at the March 19, 2020 Council Work Session, for an additional 30 days. She noted Bonneville County has also issued an emergency declaration which allows financial aid to cities. Councilmember Smede questioned if child care could be included in the resolution as fingerprints have been suspended for any new licensing. Mayor Casper stated a resolution to be included on the March 26, 2020 Council Meeting agenda would address this issue. Brief discussion followed regarding fingerprint background checks. It was then moved by Councilmember Francis, seconded by Councilmember Smede, to approve the resolution to extend the Local Disaster Emergency Declaration 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.

Liaison Reports and Council Concerns:

March 23, 2020 - Unapproved

Councilmember Hally stated the legislative session has closed. He indicated no bills were passed that impacted property taxes.

Councilmember Francis stated the Parks and Recreation (P&R) Department has opened the golf courses although protocols are in place per COVID-19.

Councilmember Dingman expressed her appreciation to Human Resources (HR) for their policies and procedures to protect the City employees as a whole. She stated the Airport has created changes to allow social distancing as protection of the community and employees is a high priority. She believes COVID-19 is the largest national impact for health and security of the flight industry in modern times. The financial impact of the Airport will be shared in the future.

Councilmember Freeman stated the hands-free bill passed with the legislators. He is proud that the City was the leader of this bill.

Councilmember Radford had no items to report.

Councilmember Smede reminded the Council of the budget workshop on April 3. She also stated Municipal Services, as an essential services department, has several employees available to assist with the public.

Amended Agenda Item:

Governor Brad Little press conference.

Updated: COVID-19 Related Personnel Considerations:

Director Tew stated any vote for employee leave issues have been put on hold pending legislation with President Donald Trump. He also stated temporary changes to the City's personnel manual may not be needed. He reviewed the new Federal Leave Requirements for Sick and Family Medical Leave to be effective April 2, 2020 as part of the Family's First Coronavirus Response Act:

Emergency Paid Sick Leave Act (EPSLA) –

10 days (80 hours) of paid sick leave for employee if:

- Subject to a quarantine or isolation order related to COVID-19
- Has been advised by a health care provider to self-quarantine due to concerns related to COVID-19
- Experiencing symptoms of COVID-19 and seeking a medical diagnosis

This EPSLA is capped at \$511 per day or \$5,110 in aggregate and existing vacation or sick leave balances are untouched.

10 days (80 hours) of paid sick leave for employee if:

- Caring for an individual who has been subject to an order to self-quarantine or has been told by medical provider to do so
- Caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions
- Experiencing any other substantially similar condition

This EPSLA is capped at \$200 per day or \$2,000 in aggregate and existing vacation or sick leave balances are untouched.

Mayor Casper stated this leave was being contemplated on a City level, guidance has now been received. To the response of Councilmember Radford, Director Tew stated the Federal Leave Requirements will be effective from April 2-December 31, 2020 and is specifically for COVID-19. To the response of Councilmember Freeman, Director Tew stated there is no guidance yet regarding those employees who work longer than a 40-hour work week.

Director Tew stated the Family and Medical Leave Expansion Act (FMLEA) requires employers to provide 12 weeks of unpaid leave with certain health conditions of the employee or a family member. The Emergency Family and Medical Leave Expansion Act (EFMLEA) allows paid family and medical leave for employee if:

- Unable to work (or telework) to care for a child under 18 years of age if school or place of care is closed, or
- Child care provider is unavailable due to public health emergency

This EFMLEA is not less than 2/3 regular rate of pay and is capped at \$200/day and \$10,000 total.

March 23, 2020 - Unapproved

- Unpaid leave for initial 10 days but those 10 days are covered under EPSLA
- Employee may substitute accrued vacation leave, personal leave, or medical/sick leave for unpaid leave
- Child care must be provided by a paid provider
- Reinstated to existing or comparable job
- Stiff penalties

To the response of Mayor Casper, Director Tew stated these emergency acts can each only be used once although a City can explore other options. Also to the response of Mayor Casper, Director Tew stated he is unsure if these emergency acts are mandating or freeing up resources. Director Alexander stated tax credits are generally given to businesses and not necessarily to governmental entities although this is unchartered territory. This could be dependent upon available funding mechanisms. Ms. Combe concurred. Brief discussion followed regarding potential tax credits. Mayor Casper recommend the City proceed with these acts as the baseline to employees. Other scenarios/options would be reviewed on a case-by-case basis. Director Tew concurred. He stated the law does not prohibit these acts from being implemented prior to April 2 although the City would not be eligible for any tax credits before April 2. Councilmember Radford is in favor of using the recommended date. Mayor Casper stated, per previous conversation, money has been budgeted to pay employees although the effects may be significant through the rest of the year. Ms. Combe noted any employee that has been employed for 30 days is eligible for the EFMLEA. Councilmember Hally recommended caution for future budget discussion as impacts for the budget are unknown. To the response of Councilmember Freeman, Director Tew stated few employees have requested leave although those particular employees are not out of sick leave or have not been diagnosed with COVID-19. Mayor Casper noted there is one (1) employee currently in a 14-day quarantine as recommended by a doctor. Councilmember Dingman questioned the impact of the policy to those employees who have recently traveled outside of the country in impacted areas. Director Tew stated employees quarantining themselves are not currently covered by this act, unless as directed by Eastern Idaho Public Health (EIPH). Mayor Casper stated there is succession planning, cross-training, and, single points of failure. She indicated directors are aware of these issues.

COVID-19 General Update:

Mayor Casper stated the City has officially moved from suggesting social distancing to requiring social distancing measures. She also stated the Idaho Falls Police Department (IFPD) has suspended the fingerprinting services which may impact child care, door-to-door licenses, and, nursing. The IFPD is one (1) of the last agencies to suspend this service. Community Development Services has also suspended in-home remodel inspections. Mr. Cranor stated a City/County Joint Information Center (JIC) has been set up and will be meeting on a daily basis with regular updates provided to the EIPH JIC. The messaging will be consistent with all jurisdictions in Bonneville County. Mr. Cranor recognized the JIC team members. The JIC will be expanding to the Idaho National Laboratory (INL), the school districts, and, other cities within Bonneville County. The JIC will ensure the correct information is being distributed/rumor-controlled. This will be especially valuable for the smaller cities within the County who may not have their own PIO. Chief Nelson stated the Unified Command (UC) has been heavily working with the IFPD, the Idaho Falls Fire Department (IFFD), Kerry Hammon (PIO), Dana Briggs (Economic Development Coordinator), the Sheriff's Office, and, EIPH. He noted a lot of decisions are being made although this pandemic is in different paces and challenges throughout the country. EIPH continues to release health notices. The UC message is for private businesses and municipalities to come up with their own plan and how to deal with the nuances. The City's JIC has been set up for distribution of this information. Chief Nelson reiterated the City's JIC and the EIPH's JIC are tied together to ensure the messaging is consistent. He stated the City directors are working on a pandemic planning document, including bench marks, to ensure decisions are based on a planned/thought-out process. He also stated at this time there are no confirmed COVID-19 cases in Bonneville County and there are very few cases in the EIPH District. He wants to ensure there is proper messaging, there is a plan, and tiered steps are followed for the risk and threat of this pandemic. He stated the tier response is to prevent a spike of incidences. Mayor Casper stated Chief Nelson and his staff have identified a more specific/refined pandemic model, the City will move to this model/plan based on research for best practices. Chief Nelson stated this plan was based largely on the influenza pandemic although many components of other plans have also been condensed for this plan. Mayor Casper briefly reviewed guidelines received by Eastern Idaho Regional Medical Center (EIRMC). To the response of Councilmember Radford, Chief Nelson stated symptoms that may have occurred several months ago (prior to COVID-19) that

March 23, 2020 - Unapproved

required medical care should continue to receive appropriate medical care. He briefly reviewed the number of calls received for Emergency Medical Services (EMS). He believes this number will fluctuate with the community fear and anxiety and the IFFD is pre-planning for these events. Mayor Casper noted the utility elements will be discussed at the March 26, 2020 Idaho Falls Power (IFP) Board Meeting. Personnel matters will be addressed as needed.

Child Care License Appeal Hearing:

Captain Squires stated the denial for Ms. Garcia's application was per City Code 6-3-8(D), having been found guilty of a controlled substance. He noted Ms. Garcia has had several charges and convictions for drug-related crimes. He reviewed the dates of convictions for charges from 2003-2006, including a 2-year prison sentence. Captain Squires also expressed his concern for the disingenuous application. Ms. Garcia explained, due to her record in California being expunged, she was told these charges were no longer on her record so she completed the application based on this information. She noted it takes a minimum of seven (7) years to have a record expunged. She stated she has changed her life since that time, including leaving California. Discussion followed regarding expungement of charges. Mr. Fife stated expungements are addressed state by state. He believes the California charges are a true expungement although it is common for a background check to show these records. To the response of Councilmember Radford, Ms. Garcia stated she has not previously worked with children, she was a store manager. She also stated through self-motivation while in prison she focused on goals, college, and, parenting classes. Councilmember Francis believes a true expungement eliminates the conviction although he also believes the original application was not technically accurate for a signature. Councilmember Smede concurred. She believes this information should have been shared. Councilmember Freeman believes Ms. Garcia failed to learn from her previous mistakes as she reoffended multiple times. Councilmember Hally believes Ms. Garcia has dealt with her substance abuse issues. Councilmember Radford believes Ms. Garcia has worked hard to not check the box on the application and she should be given opportunities to improve and overcome. Councilmember Dingman concurred with Councilmembers Hally and Radford. She believes it is a difficult process to get an expungement. General discussion followed. Per Mayor Casper's request, Mr. Fife reviewed the application process. He stated City Code focuses on the health and safety of children. To the response of Councilmember Smede, Captain Squires stated Ms. Garcia has had no charges since 2006. It was then moved by Councilmember Hally, seconded by Councilmember Francis, to approve the appeal. Roll call as follows: Aye – Councilmembers Dingman, Smede, Francis, Hally, Radford. Nay – Councilmember Freeman. Motion carried.

WebEx User Training:

Mr. Wood and Mr. Ward reviewed the process for a WebEx meeting. Mr. Wood stated a license is required to host a WebEx meeting. Mayor Casper noted several City staff members have a license. Mr. Wood reviewed the options to mute, chat, raise hand, etc. Mayor Casper believes there will be learning curve. She recommended tutoring guidance from IT if needed.

There being no further business, the meeting adjourned at 6:22 p.m.

CITY CLERK

MAYOR

March 26, 2020 - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, March 26, 2020, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

Mayor Casper stated the State of Idaho has announced its first three (3) deaths associated with the coronavirus (COVID-19). She expressed heartache and sadness to those communities. She also stated there are currently no cases in Bonneville County.

Call to Order:

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 (by WebEx)
Councilmember Jim Francis (by WebEx)
Councilmember Shelly Smede (by WebEx)

Also present:

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

Pledge of Allegiance:

Mayor Casper led 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:

Councilmember Smede requested item 4.B.1), Bid IF-20-11, Purchase of Distribution Transformers for Idaho Falls Power, be moved from the Consent Agenda to the Regular Agenda. She stated this is due to additional information that was analyzed in more detail after the agenda was published.

Idaho Falls Power requested approval of the Statement of Qualifications for 161 kV Transmission Construction Bidders.

Municipal Services requested approval of Bid IF-20-13, Purchase of Mowers for the Parks and Recreation Department; Agreement for Marketing Services for Idaho Falls Power Fiber Network; minutes from the March 9, 2020 Council Work Session, March 12, 2020 Council Meeting, and, March 19, 2020 Council Work Session; 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, Francis, Radford, Dingman, Smede, Freeman. Nay – none. Motion carried.

Regular Agenda:

Municipal Services

March 26, 2020 - Unapproved

Subject: City License Renewal Extension

The resolution would authorize the extension of certain City license renewals pursuant to Title 50 of Idaho Code to May 31, 2020.

Councilmember Smede stated the City and Federal Government have recognized COVID-19 has disturbed services. In order to support social distancing, recognize personal and business disruption, and, support essential services within the City, the Council desires to extend licenses and temporarily postpone renewals and current City licenses until May 31, 2020. She noted this would not apply to alcohol and catering licenses. Mayor Casper stated if the demand for new licenses becomes significant the City may find a way for the Idaho Falls Police Department (IFPD) to assist with fingerprinting.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the resolution providing for an extension for certain City license renewals due to the current COVID-19 public health crisis and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Freeman, Radford, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

RESOLUTION NO. 2020-07

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR AN EXTENSION UNTIL MAY 31, 2020, FOR CERTAIN CITY LICENSE RENEWALS DUE TO CURRENT PUBLIC HEALTH CRISIS, AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

Municipal Services

Subject: Bid IF-20-11, Purchase of Distribution Transformers for Idaho Falls Power

Director Alexander stated after further review of the bids, the lowest bidder deemed to have a longer delivery time, which was well beyond industry standards. Based on this review from Legal staff and Idaho Falls Power, the decision was made to award to the second lowest bidder. The total amount of the contract award changed in the amount of \$958.00. Director Alexander briefly reviewed the amounts of bids received.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to accept and approve Bid IF-20-11 as amended by Director Alexander. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

Community Development Services

Subject: Annexation and Initial Zoning, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, Approximately 196 acres of City-owned parcels

For consideration is the application to annex and zone approximately 186 acres consisting of parcels owned by the City of Idaho Falls. Community Development Staff has worked with Public Works staff to identify and legally describe all City-owned property which is contiguous to existing City limits so the annexation documents could be presented to the Council. Proposed zones are recommended based on adjacent zoning of other properties, existing uses on the parcels, and the Comprehensive Plan map and policies. The Planning and Zoning Commission considered this application at its January 8, 2019 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. In some cases with private development, applications that have gone more than one year have been sent back through staff review and to a new recommendation by Planning and Zoning. However, in this case, staff has already re-reviewed everything multiple times and with City-owned parcels there is no proposed development and a new recommendation did not seem necessary.

March 26, 2020 - Unapproved

Councilmember Radford stated various departments have been working on annexing City-owned parcels for a period of time. He noted the parcels do not include any private property outside of the City. He clarified the acreage equals 186 acres, not 196 acres as noted in the memo. To the response of Mayor Casper, Director Cramer stated all these properties are contiguous.

It was moved by Councilmember Radford, seconded by Councilmember Francis, to approve the Ordinance annexing 186 acres of City-owned parcels 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 City Clerk read the ordinance by title only:

ORDINANCE NO. 3303

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 186 ACRES DESCRIBED IN SECTION 1 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 Radford, seconded by Councilmember Francis, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 186 acres of City-owned parcels 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.

It was moved by Councilmember Radford, seconded by Councilmember Francis, to assign a Comprehensive Plan Designation of Low Density, Parks and Recreation, and Public Facilities and Open Space, and approve the Ordinance establishing the initial zoning for 186 acres of City-owned parcels 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 Freeman, Francis, Hally, Radford, Smede, Dingman. Nay – none. Motion carried.

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

ORDINANCE NO. 3304

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 186 ACRES DESCRIBED IN SECTION 1 AND EXHIBITS A-E OF THIS ORDINANCE AS P, LM AND I&M ZONES 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 Initial Zoning for 186 acres of City-owned parcels and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Radford, Francis, Smede, Hally, Freeman. Nay – none. Motion carried.

Announcements:

Mayor Casper stated the Governor will be holding a press conference regarding fiscal matters for the State budget. She stated there is a strong commitment on City leadership that employees will remain whole during this time.

March 26, 2020 - Unapproved

Information will be released to City employees regarding details of policies from Congress and regarding pay. Mayor Casper noted the City workforce is light and she expressed her gratitude to the employees.

Adjournment:

There being no further business, the meeting adjourned at 7:59 p.m.

CITY CLERK

MAYOR



MEMORANDUM

FROM: Chris H. Fredericksen, Public Works Director

DATE: Wednesday, April 1, 2020

RE: Agreement for Professional Architectural Services for a shared Street and Sanitation Building

Council Action Desired

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

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

Description, Background Information & Purpose

Attached for your consideration is an agreement for professional architectural services for a shared Street and Sanitation building. The purpose of this agreement is to contract with NBW Architects to manage this project regarding design, production of construction documents, contractor bidding, and contract administration assistance. This project will provide for a new welding shop area for the Sanitation Division and provide extra storage space for the Street Division.

Relevant PBB Results & Department Strategic Plan

							
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

This agreement supports the community-oriented result of reliable public infrastructure and transportation by providing needed building space for the growing needs of the Street and Sanitation Divisions.

Interdepartmental Coordination

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

Fiscal Impact

The total fixed fee cost to supply design services is \$60,000. This cost will be shared by the two divisions and sufficient funding is available to complete the proposed design work.

Legal Review

The Agreement has been prepared by the City Attorney.

**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO
STREET AND SANITATION BUILDING FOR THE CITY OF IDAHO FALLS, IDAHO**

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO STREET AND SANITATION BUILDING FOR THE CITY OF IDAHO FALLS, IDAHO, (hereinafter "Agreement"), is made and entered into this ____ day of _____, 2020, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and NBW Architects P.A., 990 John Adams Parkway, Idaho Falls, ID 83403 (hereinafter "CONSULTANT").

W I T N E S S E T H:

WHEREAS, CITY desires to build and operate a street sanitation welding and storage facility ("Project"); and

WHEREAS, CITY has selected CONSULTANT to design the facility; and

WHEREAS, the parties have completed an Initial Phase of the Project with a prior agreement; and

WHEREAS, Design Development, Contract Documents, Bid Support, Construction Administration and Close out remains to be completed under this Agreement.

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

SECTION I: SCOPE OF WORK

A. CONSULTANT shall provide design development, construction documents, bidding, construction administration, and project closeout as part of its fee. The fee also includes HVAC, plumbing and electrical engineering, and coordination with CITY provided engineer as detailed in I.B. TASKS of this Agreement and in Exhibit "A" to this Agreement.

B. TASKS provided by CONSULTANT:

1. Design Development including coordination with CITY for the site plan/building layout, building design including roof systems, interior and exterior walls, windows, doors and shop bay doors, mechanical and electrical systems, interior building utilities, and design accommodations for interior equipment necessary to support the welding shop as defined in the needs assessment in Exhibit "A".

2. Construction Documents – CONSULTANT shall provide for the provision of Construction documents including Plans, Specifications and Estimate for use in bidding the building construction package to meet the criteria of the needs assessment Exhibit "A".

3. Bidding – Architect shall provide Design support to CITY during advertisement and award of a Construction Contract.
4. Construction Administration – CONSULTANT shall provide for on-site design support and coordination services with the Contractor during construction as referenced in the needs assessment of Exhibit “A”.
5. Project Closeout – CONSULTANT to assist CITY in building commissioning and support for Condition of Occupancy requirements associated with construction of the building as well as support for the final accounting for the Construction Contract.

SECTION II:

A. Independent Contractor.

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

B. Fees and Conditions for Professional Services.

1. Payment for all services described in this Agreement is provided in accordance with the cost described in Section II.B.2. of this Agreement.
2. The cost for CONSULTANT’s services is a fixed fee as more particularly described in Section I, Scope of Work, and is sixty thousand dollars (\$60,000).
3. Payment is due upon receipt of CONSULTANT’s statement(s) and will be made upon the 30th day of each month.
4. CITY and CONSULTANT may mutually agree to re-allocate tasks, providing the hourly rates described in Exhibit A of this Agreement are unchanged.

SECTION III:

A. Termination of Agreement.

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

B. Extent of Agreement.

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

C. Project Timeline.

The project is anticipated to begin on April 13, 2020, with a completion date of August 30, 2021.

D. Compliance with Law.

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

E. Indemnification.

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of CONSULTANT in the performance of professional services under this Agreement, to the extent that CONSULTANT is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between CONSULTANT and CITY. CONSULTANT shall not be obligated to indemnify CITY for CITY's sole negligence.

F. Costs and Attorney Fees.

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

G. Jurisdiction and Venue.

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

H. Binding of Successors.

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

I. Modification and Assignability of Agreement.

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

J. CITY's Representatives.

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

K. Conflict of Interest.

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

L. Ownership and Publication of Materials.

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

M. Non-discrimination.

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

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

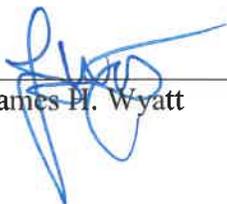
ATTEST:

"CITY"
City of Idaho Falls, Idaho

By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

"CONSULTANT"

By  _____
James H. Wyatt

STATE OF IDAHO)
) ss.
County of Bonneville)

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

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

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

(Seal)

STATE OF IDAHO)
) ss:
County of BONNEVILLE)

On this 2nd day of APRIL, 2020, before me, the undersigned, a notary public, in and for said State, personally appeared James Wyatt, known or identified to me to be with NBW Architects P.A. and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same.

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

Dylan Richins

Notary Public of Idaho
Residing at: IDAHO FALLS
My Commission Expires: 5-8-2023

(Seal)

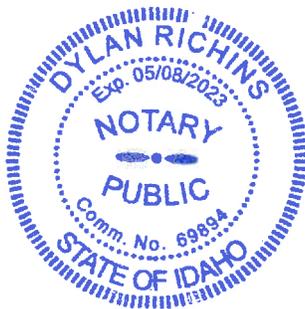


Exhibit A

March 6, 2020

Chris Canfield, P.E., Assistant Publics Works Director
City of Idaho Falls
380 Constitution Way, Box 50220
Idaho Falls, Idaho 83405-0220

Project: City of Idaho Falls
Street and Sanitation Building
Idaho Falls, Idaho

Re: Fee Proposal

Chris,

We are pleased to provide you a fee proposal for the referenced project. See Attached for Scope of work:

- Design Development (35%) \$12,000
- Construction Documents (50%) \$30,000
- Bidding (5%) \$3,000
- Construction Administration (20%) \$12,000
- Project Closeout (5%) \$3,000

TOTAL FEE \$60,000

We propose to provide the usual and customary architectural services for the fixed fee noted above. Fee includes HVAC, Plumbing and Electrical Engineering and coordination with the Owner provided Civil Engineer.

Again, we appreciate the opportunity of providing this proposal to you. As always, we are happy to discuss any aspect of this fee proposal with you. If you have questions or need further information, please don't hesitate to contact our office.

Sincerely,



NBW Architects P.A.
James H Wyatt, A.I.A



Scott L. Nielson, A.I.A. Kevin R. Bodily, A.I.A. James H. Wyatt, A.I.A.
Members of the American Institute of Architects

IF Street and Sanitation Building Preliminary Schedule
March 6, 2020

<u>Phase</u>	<u>Duration</u>	<u>Start</u>	<u>End</u>
NTP	1	April 1, 2020	April 1, 2020
DD	30	April 1, 2020	May 1, 2020
CD's	60	May 2, 2020	July 1, 2020
Building Permit	30	July 2, 2020	August 1, 2020
Bidding	30	August 2, 2020	September 1, 2020
Bid Opening	1	October 1, 2020	October 1, 2020
Contracts	21	October 2, 2020	October 24, 2020
Contractors NTP	1	October 25, 2020	October 25, 2020
Construction	TBD		
Substantial Completion	TBD		



EXHIBIT 1

Rate Schedule 2020

As of January 1, 2020

<u>Title</u>	<u>Billing Rate</u>
Principals	\$140.00/hr
Architect	\$120.00/hr
Intern Architect	\$ 90.00/hr
Project Manager	\$ 90.00/hr
Interior Designer	\$ 80.00/hr
CAD Drafter	\$ 70.00/hr
Administrative Assistant	\$ 65.00/hr
Clerical	\$ 65.00/hr

Consultant fees billed at cost plus 10%.

Travel expenses billed at cost for the following:

Airfare
Car Rental
Room
Meals
Gas

Personal vehicle use is billed at current IRS mileage allowance for travel beyond 150 miles.

Other reimbursable expenses billed at cost plus 10%.



**A Musgrove
Engineering, P.A.
Company**

Bill A. Carter, P.E. – Principal
 Todd D. Nelson, P.E. – Principal
 Kurt E. Lechtenberg, P.E. – Principal
 Charles E. Paulin, P.E. – Principal
 Jason A. Rice, P.E. – Principal
 Thad S. Mason, P.E. – Principal
 Matthew N. Bradley, P.E. - Principal

Services provided on an hourly basis shall be at the following hourly rates for 2020.

Services provided beyond 2020 shall be at the rates in effect at the time of service.

Principal	\$170.00/hour
Commissioning Agent	\$140.00/hour
Energy Modeling	\$140.00/hour
Senior Project Engineer	\$140.00/hour
Project Manager.....	\$120.00/hour
Project Engineer	\$100.00/hour
Senior Project Designer	\$100.00/hour
Project Designer	\$ 90.00/hour
CADD Operator.....	\$ 80.00/hour
Administrative Assistant.....	\$ 80.00/hour
Expenses (mileage, printing, travel, deliveries)	Billed at Cost

Reimbursable Expenses:

Expenses (mileage, printing, travel, deliveries) will be billed at cost.

Billings for services are issued on a monthly basis and are due within 30 days following the billing date. Any amounts unpaid at the end of 60 days following the billing date will accrue interest (from the billing date) at the rate of 1½% per month, which will be added to the unpaid balance.

IDAHO FALLS OFFICE:

645 W. 25th Street
 Idaho Falls, Idaho 83402
 208-523-2862

BOISE OFFICE:

234 S. Whisperwood Way
 Boise, Idaho 83709
 208-384-0585



Engineering System Solutions

Rate Schedule 2020

As of January 1, 2020

<u>Title</u>	<u>Billing Rate</u>
Principals	\$150.00/hr
Project Managers, Sr. PE	\$140.00/hr
Project Engineers	\$105.00/hr
Designers	\$ 80.00/hr
CAD Technicians	\$ 65.00/hr
Office Admin	\$ 70.00/hr

NEEDS ASSESSMENT FOR CITY OF IDAHO FALLS
STREET/SANITATION/WELD/STORAGE SHOP

Date: February 20, 2020
Codes: IBC 2015, NEC 2017, IMC 2015, IECC 2015, IFC 2015
Occupancy: S-1, S-2,
Type of Construction: Type II A
Fire Sprinkler: NFPA 13
Budget: 1,200,000/ESTIMATED COST: 115-125/SF
Estimated SF: 8,300SF

OWNER NEEDS ASSESSMENT

SITE

Site development will be the responsibility of the City of Idaho Falls Engineering Department. The building will need to coordinate with all aspects of the Owner provided Site Design.

Coordination of the following items are required:

- Wash Bay with Owner provided site Truck Spray Down/Dump Area design.
- Facility location and orientation with Owner provided Site Design.
- Employee entrances and access to other facilities and Owner provide site design.
- Facility with Owner provided clean vehicle storage area.
- Facility with location of Owner provided Employee Parking design.

STREET

Requirements for the City of Idaho Falls Public Works Street Department are mostly bulk storage needs (*Storage 3,200sf*) but will also utilize the wash bay area (*Storage 1,800sf/2*) for cleaning of approximately 40 fleet vehicles.

- Current storage racking for palletized materials include materials such as crack seal emulsion, steel panels, and miscellaneous materials for road construction and repair.

- Current storage rack needs for the following items:
 - 484 LF of 4'x4'x8' pallet racking*
 - 18'x4'x6' snow fence*
 - 2'x4' x12 barricades*
 - 10'h x 12'w x 4'd area for candlestick cones*
 - Storage for Geo-Tech Fabric. 15' rolls*
- Spot wash and hose down area for truck fleet of approximately 40 vehicles. Bay needs to provide hot, pressurized water to several locations along the bay including from a raised position (catwalk).
- Toilet, Office, Mechanical/Electrical
- Coordinate all racking with Owners current lifting equipment including turning radius.

SANITATION

Requirements for the City of Idaho Falls Public works Sanitation Department are mostly areas for cleaning & washing of dumpsters and approximately 26 fleet vehicles (*Wash Bay 1,800sf/2*), repair of existing dumpster containers and preparation of new containers (*Work Floor 3,300sf*). Some storage needs are required.

- Current Weld Shop area welding repair and fabrication.
- Require pull through wash area for containers and fleet vehicles.
- Current Storage needs are as follows:
 - Flat/bar stock steel 10-20ft lengths (racks and shelves)*
 - Misc. parts, plastic and steel (bins)*
 - Misc. shop storage (welders and equipment)*
 - Welding gases*
 - Hand tool storage*
 - Paints and solvents*
 - General office and toilet supplies*
 - Confirm turning radius/clearances of all Owner used lifting equipment.*
- Bridge crane over work floor, storage and drive through bay for container removal from truck and movement over work floor.
- Office, Toilet, Mechanical/Electrical
- Work bench areas.

SPECIAL MECHANICAL/ELECTRICAL SYSTEMS

Mechanical/Electrical Requirements for the facility will include the following systems:

- Welder outlets for weld shop floor.
- Welder gas ports for weld shop floor.
- Compressed air weld shop floor/wash bay.
- General area exhaust for storage, Sanitation shop floor.
- Special exhaust ventilation for welding area and wash bay.
- LED lighting plus task lighting.
- Wastewater drainage system.

All site utilities are designed and installed by City of Idaho Falls work forces.

Estimate of Probable Costs
2/20/2020
Project: City of Idaho Falls Street/Sanitation Facility

Line item	Qty.	unit	Unit price	Total
DIVISIONAL COSTS:				
#01: General Data				\$ 5,500.00
#02: Site Construction				\$ 25,000.00
#03: Concrete				\$ -
#04: Masonry				\$ -
#05: Metals				\$ 531,000.00
#06: Wood & Plastic				\$ 6,625.00
#07: Thermal & Moisture Prot.				\$ 2,800.00
#08: Door & Window				\$ 3,150.00
#09: Finishes				\$ 16,873.25
#10: Specialties				\$ 710.00
#11: Equipment				\$ 113,000.00
#12: Furnishings				\$ 22,513.37
#13: Special Equipment				\$ -
#14: Conveying Systems				\$ -
#15: Mechanical Systems				\$ 101,756.00
#16: Electrical System				\$ 95,140.00
				\$ 924,067.62
INDIRECT COSTS:				
Project Contingency (%)	5%			\$ 46,203.38
OH&P (%)	10%			\$ 92,406.76
				\$ 138,610.14
PROBABLE CONSTRUCTION COST				\$1,062,678.00

Construction Cost	\$ 1,062,678.00
Permits - Does not include utility connection fees	\$ 10,626.78
Testing/Inspections	\$ 6,500.00
Desing Contingency @5%	\$ 53,133.90
A/E Fee @ 6%	\$ 63,760.68

PROJECT BUDGET	\$ 1,196,699.36
-----------------------	------------------------

Division #06

Project: City of Idaho Falls Street/Sanitation Facility

WOOD & PLASTIC				\$6,625.00
Line item	Qty.	unit	Unit price	Total
WALL				
2x4 Studs		SF	\$2.65	
2x6 studs		SF	\$2.85	
Headers		EA	\$150.00	
Beams		EA	\$350.00	
ROOFING				
Pre-Eng. Trusses		SF	\$2.25	
Roof sheathing		SF	\$1.75	
Wall Sheathing	1500	SF	\$1.75	\$2,625.00
FLOORING				
Flr. Joists	1000	SF	\$2.25	\$2,250.00
Flr. Sheathing	1000	SF	\$1.75	\$1,750.00
MISCELLANEOUS				
Beams		EA		
Columns		EA		
Stringers		EA		
Tread & Risers		LT		
Misc. blocking		LT		



MEMORANDUM

FROM: Bear Prairie, General Manager

DATE: Thursday, April 2, 2020

RE: Procurement and Construction Agreement for the 161 kV Transmission Line Project

Council Action Desired

- Ordinance

 Resolution

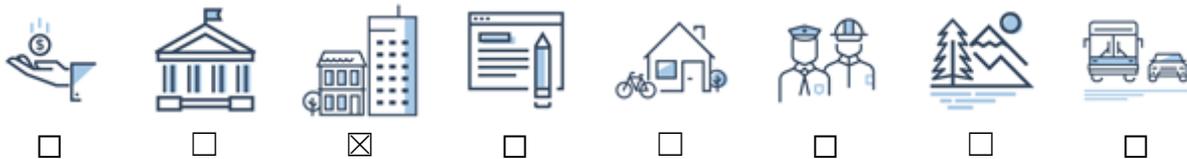
 Public Hearing
 Other Action (Approval, Authorization, Ratification, etc)

Approve the Procurement and Construction Agreement for the construction of the Idaho Falls / Rocky Mountain Power owned 161 kV transmission line project (or take other action deemed appropriate).

Description, Background Information & Purpose

Through this Procurement and Construction Agreement, Idaho Falls Power and Rocky Mountain Power intend to proceed with the construction of the joint owned 161 kV transmission line connecting Sugarmill to the future Paine substation site, as identified in the initial JDA executed in July 2018.

Relevant PBB Results & Department Strategic Plan



This action supports our readiness for strong, stable, and healthy economic growth by ensuring access to reliable and affordable power to support new and existing customers. 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

This agreement is budgeted for in the 2019/20 Capital Plan.

Legal Review

Legal has reviewed and approved this agreement.

PROCUREMENT AND CONSTRUCTION AGREEMENT
FOR
161 kV SUGARMILL-PAINE TRANSMISSION PROJECT

THIS PROCUREMENT AND CONSTRUCTION AGREEMENT (this “Agreement,” also referred to as the “PCA” in the JDA, as defined below), which is dated as of the date executed by both parties below to become effective on the Effective Date as that term is defined in Section 2.1, is made and entered into by and between PACIFICORP, an Oregon corporation (“PacifiCorp”) and the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho d/b/a IDAHO FALLS POWER (“IFP”). PacifiCorp and IFP are sometimes referred to herein individually as a “Party” and jointly as the “Parties.”

RECITALS:

A. PacifiCorp is a transmission provider which owns and operates certain facilities for the transmission and distribution of electric power and energy located in, among other states, the state of Idaho.

B. IFP is a distributor provider, generator owner, and operator which owns and operates certain facilities for the generation, transmission, and distribution of electric power and energy located in and around the City of Idaho Falls, Idaho.

C. The Parties desire to jointly design, develop, construct, own and operate a number of 161 kV transmission line segments and related and ancillary facilities for, among other purposes, the transmission and distribution of electric power and energy between the existing Sugarmill Substation and a new substation (the “Paine Substation”) to be constructed (collectively, the “Project”), which is expected to consist of the components generally described in *Exhibit A* attached hereto, and have determined that it is in their mutual best interests to jointly work together toward such end.

D. The Parties have identified each Party’s obligations regarding the initial design and development of the Project on the terms sets forth in that certain Joint Development Agreement for 161kV Sugarmill-Paine Transmission Project executed by the Parties on or about July 12, 2018 (the “JDA”).

E. Through this Procurement and Construction Agreement, the Parties intend to obtain Property Rights (as defined hereafter), procure materials for, and construct certain facilities associated with the Project, with the costs associated with the delivery of the facilities within the PCA to be apportioned between the Parties as described herein and in *Exhibit A*.

F. The Parties expect to jointly own and solely own, as applicable, certain facilities associated with the Project, and to provide for the ongoing operation of the Project through a Joint Ownership and Operating Agreement to be executed by the Parties (the “JOOA”), a summary of the material terms of which is set forth in Exhibit A to the JDA. Upon the date that the JOOA becomes effective in accordance with its terms (the “JOOA Effective Date”), the Parties intend to own and operate the Project in accordance with the terms and provisions of the JOOA.

G. IFP owns certain power lines and associated rights, located along certain planned locations for portions of the Project.

H. The Parties now desire to enter into this Agreement to set forth the Parties' rights and obligations for procurement of materials and construction of the facilities with respect to the Project, and to make certain agreements with respect to the Project.

NOW, THEREFORE, in consideration of the Parties' respective representations, warranties, and agreements hereinafter set forth and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I. DEFINITIONS AND EXHIBITS.

1.1. "Agreement" is defined in the preamble, and includes all schedules and exhibits hereto.

1.2. "Approved Vendor" is defined in Section 4.6.b.i.

1.3. "Audited Party" is defined in Section 5.6.

1.4. "Auditing Party" is defined in Section 5.6.

1.5. "Change Order" is defined in Section 4.9.c.

1.6. "Contract Addition" is defined in Section 4.7.

1.7. "Contractor" is defined in Section 4.6.a.

1.8. "Contractor Claims" is defined in Section 4.9.d.

1.9. "Construction Contract" is defined in Section 4.6.c.

1.10. "Construction Designs" is defined in Section 4.5.

1.11. "Default" is defined in Section 9.1.

1.12. "Effective Date" is defined in Section 2.1.

1.13. Exhibits. The following Exhibits are attached to this Agreement and incorporated herein as an integral part hereof:

Exhibit No.	Title	Description
Exhibit A	Overall Project Description and Facility Summary	Summary of the scope of work including line section names and lengths, facilities to be constructed, and facility combination
Exhibit A-1	Facility Descriptions	Listing of communication, distribution, and transmission facility types
Exhibit A-2	Betterment Estimate	Calculation and allocation of betterment costs based on facility changes
Exhibit A-3	Cost Combinations	Calculation of combined facility cost allocations
Exhibit A-4	Potential Facilities Combinations and Parties Aggregated Percentage Share	Summary of combined facility cost allocations
Exhibit B-1	Estimated Facility Cost Allocations	Summary estimate of the section lengths, facility combinations, and cost allocations by segment
Exhibit B-2	Estimated Rights of Way Cost Allocations	Summary estimate of the section lengths and rights of way cost allocations by segment
Exhibit C-1	Example Cost Tracking Structure	Example cost tracking structure to be used to track shared project costs
Exhibit C-2	Example PacifiCorp Monthly Cost Report	Example monthly cost report for PacifiCorp (costs are to be tracked per structure set forth in Exhibit C-1)
Exhibit C-3	Example Idaho Falls Power Monthly Cost Report	Example monthly cost report for Idaho Falls Power (costs are to be tracked per structure set forth in Exhibit C-1)
Exhibit C-4	Example Calculation of Monthly and Final Cost Allocations and True Up	Example monthly and final true up calculation
Exhibit D-1	Form Bill of Sale – PacifiCorp to Idaho Falls Power	Form to be used to convey PacifiCorp’s interest in the IFP Facilities to IFP (see Section 6.2.a.i)
Exhibit D-2	Form Bill of Sale – Idaho Falls Power to PacifiCorp	Form to be used to apportion PacifiCorp’s Property Rights to IFP (see Section 6.2.a.iii)
Exhibit E-1	Form Apportionment of Property Rights – PacifiCorp to Idaho Falls Power	Form to be used to convey IFP’s interest in the PacifiCorp Facilities to PacifiCorp (see Section 6.3.a.i)
Exhibit E-2	Form Apportionment of Property Rights – Idaho Falls Power to PacifiCorp	Form to be used to apportion IFP’s Property Rights to PacifiCorp (see Section 6.3.a.iii)

1.14. “Final Completion” means the point in time when PacifiCorp and IFP jointly provide to the Contractor its acceptance of the Contractor’s “Notice of Final Completion” under the Construction Contract.

1.15. “Final Reconciliation” is defined in Section 5.4.

1.16. “Final Siting” is defined in Section 4.3.b.

1.17. “Governmental Authority” means any federal, state, local or municipal governmental body; any governmental, quasi-governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power, including the Idaho Public Utilities Commission, the Federal Energy Regulatory Commission, the North American Energy Standards Board, the North American Electric Reliability Corporation (NERC) or any regional reliability council, or any court or governmental tribunal, in each case, having jurisdiction over the Person or matter in question; provided that IFP shall not be considered a Governmental Authority for purposes of this Agreement.

1.18. “Governmental Authorizations” means any license, permit, order, approval, filing, waiver, exemption, variance, clearance, entitlement, allowance, franchise, or other authorization from or by a Governmental Authority that is applicable to the person or matter in question.

1.19. “IFP” is defined in the preamble.

1.20. “IFP Facilities” are those facilities designated as such in the “Facility Owner” column of *Exhibit A*.

1.21. “IFP Representative” is identified in Section 4.12.a.

1.22. “IFP Work” is identified in Section 4.1.a.

1.23. “Indemnifying Party” is defined in Section 9.3.

1.24. “Indemnitees” is defined in Section 9.3.

1.25. “JOOA” is defined in Recital F.

1.26. “JOOA Effective Date” is defined in Recital F.

1.27. “Line Section,” as used in the Exhibits, means the sections of the Project as shown on *Exhibit A*.

1.28. “Monthly Cost Report” means the monthly cost report each Party will prepare in accordance with Section 5.3.

1.29. “Monthly Reconciliation” means the reconciliations to be performed pursuant to Section 5.3.

1.30. “PacifiCorp” is defined in the preamble.

1.31. “PacifiCorp Facilities” are those facilities designated as such in the “Facility Owner” column of *Exhibit A*.

1.32. “PacifiCorp Representative” is identified in Section 4.12.b.

1.33. “PacifiCorp Work” is identified in Section 4.1.b.

1.34. “PCA” is defined in the preamble.

1.35. “Project” is defined in Recital C.

1.36. “Project Costs” means the reasonable Project costs incurred by each Party in connection with the activities to be performed under this Agreement, in accordance with prudent utility practice for identifying, incurring, expending and reporting direct and indirect costs related to development of a capital improvement, but excluding any Contract Additions. Provided however that, except as agreed to in writing by the Parties, Project Costs will not include fees and costs for a Party’s legal counsel, accountants or other outside advisors in connection with the preparation, negotiation and execution of this Agreement. Each Party shall pay its applicable Project Costs, subject to reimbursement between the Parties pursuant to ARTICLE V below, in accordance with the column titled “Cost Share” in *Exhibit A*. The Parties agree that they will pay their respective shares of Project Costs whether or not the Project is fully developed and constructed.

1.37. “Project Schedule” is defined in Section 3.2.

1.38. “Property Rights” means any easements, rights-of-way, or other real property rights reasonably necessary for the construction, operation, repair, replacement and maintenance of the Project.

1.39. “Target Completion Date” is defined in Section 3.2.a.

1.40. “Work” is defined in Section 4.1.

ARTICLE II. TERM.

2.1. This Agreement shall be effective (the “Effective Date”) as of the earlier of (i) the date the Governmental Authorizations have been obtained by the Parties; or (ii) such other date as may be agreed to by the Parties in a written amendment to this Agreement. This Agreement shall continue in full force and effect until construction of the Project is complete, the Parties have entered into the JOOA, the Parties have transferred and conveyed all real property rights and personal property that are to be transferred or conveyed hereunder, and the Parties have paid to each other all sums due hereunder.

ARTICLE III. PLANNING CONFERENCES; PROJECT SCHEDULE.

3.1. **Project.** The Parties shall work cooperatively and efficiently together to complete the Project in a reasonably timely manner and in accordance with this Agreement.

3.2. **Project Schedule.** Within thirty (180) days after the Effective Date of this Agreement, the Parties shall conduct an initial planning conference at which the Parties will:

a. Prepare a project schedule (“Project Schedule”) for completion of the Project by a nonbinding date to be mutually agreed on by the Parties (“Target Completion Date”). The Project Schedule will include a schedule for acquiring Governmental Authorizations and Property Rights to the extent such tasks have not been completed under

the JDA, Final Siting, material procurement, design, bidding and contracting, and shall designate the Party responsible for each task. The Parties acknowledge that the Project Schedule and the Target Completion Date will reflect the information available and may evolve over time as the work progresses; however, neither the deadlines for the Parties to award the Construction Contracts nor the Target Completion Date shall be changed by the Parties unless the Parties mutually agree in writing, following good-faith discussion by the Parties' respective executives, that achieving the deadline is practicable under the circumstances. The Project Schedule may be updated periodically by mutual agreement of the parties to reflect the actual progress of the work and construction, and current projections of future work progress to complete the Project.

b. Establish a revised budget for the Project in accordance with Section 3.6(b) of the JDA.

3.3. Planning Conferences. Following the initial planning conference, the Parties' Project Managers or other designee(s) of the Parties shall hold regular planning conferences to discuss and coordinate the Parties' respective actions, duties and responsibilities under this Agreement, to adjust the Project Schedule and modify deadlines to reflect actual progress, as appropriate, and to adopt or modify the budget for the Project. The planning conferences may be held to coincide with the construction coordination meetings held pursuant to Section 4.9.b.i., and such meetings may be in lieu of holding Management Committee Meetings and/or Quarterly Board Meetings as set forth in Article III of the JDA.

ARTICLE IV. CONSTRUCTION OF PROJECT.

4.1. Construction of Project. The Parties understand and agree that IFP is subject to the public work requirements of Idaho Code Title 67 Chapter 28, and further agree to make reasonable adjustments to this process, where necessary, for IFP to comply with such requirements. With the other Party's support and assistance in accordance with this Agreement and prudent utility practice, each Party shall construct the portion of the Project identified below, as provided in this Agreement and in a manner consistent with prudent utility practice (the "Work"). The Parties shall use commercially reasonable efforts consistent with prudent utility practice to achieve Final Completion on or prior to the Target Completion Date.

a. **IFP Work:** IFP shall be responsible to construct or cause to be constructed the Line Sections shown to be constructed by it in *Exhibit A* to this Agreement. In the event IFP elects to construct Line Section 210, as shown in *Exhibit A* to this Agreement, IFP shall be responsible to construct or cause to be constructed those sections as Contract Additions.

b. **PacifiCorp Work:** PacifiCorp shall be responsible to construct or cause to be constructed the Line Section(s) shown to be constructed by it in *Exhibit A* to this Agreement.

4.2. Scope of Work. The facilities to be constructed under this Agreement are described in *Exhibit A*.

4.3. Line Location and Final Siting.

a. Line Location. The Parties have identified the general location for the Project, as described in *Exhibit A*. The Parties acknowledge that the line location may need to be adjusted within these corridors, due to obtaining Governmental Authorizations, Property Rights acquisition, design, construction or other constraints. To the extent the final line location is not as identified in *Exhibit A*, the final line location shall be subject to approval by both Parties, which approval shall not be unreasonably withheld.

b. Final Siting. “Final Siting” means and shall be deemed to have occurred when all Governmental Authorizations for the Project have been obtained and all Property Rights for the Project have been acquired for the line location.

4.4. Property Rights.

a. Acquisition of Property Rights. To the extent not completed under the JDA, PacifiCorp shall obtain the Property Rights for the Project that have not been secured prior to the Effective Date. In consultation with IFP, PacifiCorp shall identify the Property Rights that are to be acquired, which Property Rights shall be (a) on PacifiCorp’s standard forms, subject to revisions as reasonably approved in advance by the Parties, (b) in the names of both IFP and PacifiCorp as co-grantees, and (c) apportionable and assignable.

b. Existing Rights. The Parties acknowledge that IFP already holds some property rights along the corridors identified as possible locations for the Project and to the extent IFP’s existing property rights will be utilized for the Project, IFP will apportion and assign a portion of those rights to PacifiCorp as provided in Section 6.3.a.iii.

c. Cost Allocation. The Parties shall share the Property Rights acquisition costs for the Project based on each Party’s share of Project Costs.

4.5. Construction Design. Using prudent utility practices and its standard engineering guidelines and all applicable codes and regulations, PacifiCorp shall prepare the final, detailed engineering and design for the Project (the “Construction Design”). PacifiCorp shall provide its Construction Design to IFP for comment and approval, which approval shall not be unreasonably withheld. If IFP does not approve of PacifiCorp’s Construction Design, it shall notify PacifiCorp of the grounds for its objection, within twenty (20) business days after PacifiCorp provides the Construction Design to IFP. If IFP does not timely object, the design shall be deemed approved. Once approved by IFP, the costs of and any changes or modifications to the Construction Design shall be allocated as provided in Section 4.9.e.

4.6. Contractor Selection and Construction Contract.

a. Contractor Selection. As more specifically set forth in subparagraph (b) below, each Party shall use its standard bidding and contracting procedures, as modified by the provisions of this Section 4.6, to select vendors that are eligible to participate in a commercial pricing event (the “bid event”), and select an Approved Vendor (as defined below) to construct its Work (each, a “Contractor”). The Parties understand and agree that IFP is subject to the public work requirements of Idaho Code Title 67, Chapter 28, and

further agree to make reasonable adjustments to this process where necessary for IFP to comply with such requirements.

b. Participation in Contractor Selection Process.

i. Approved Vendors. Each Party shall select vendors (“Approved Vendors”) that are eligible to participate in the bid event for that portion of the Work to be performed by such Party as follows:

(1) IFP-Constructed Facilities. IFP shall use a public request for a statement of qualifications (SOQ) to establish a pool of qualified vendors to participate in the bid event for the Work to be performed by IFP. Prior to IFP issuing the public request, the Parties will work together to jointly establish the minimum qualifications required for bidders to participate in the bid event. Both Parties shall participate in the technical review of the SOQs received by IFP. No less than thirty (30) days prior to IFP’s bid event, vendors that meet or exceed the minimum qualifications shall be named as Approved Vendors.

(2) PacifiCorp-Constructed Facilities. No less than forty-five (45) days prior to PacifiCorp’s bid event, PacifiCorp shall provide IFP a list of the vendors with active and applicable line service agreements with PacifiCorp, to participate in the bid event for the Work to be performed by PacifiCorp. Within ten (10) business days thereafter, IFP shall identify any contractors on PacifiCorp’s list to which IFP objects, and the reasons for the objection(s). PacifiCorp, in its sole discretion, may accept or reject IFP’s recommendations. No less than thirty (30) days prior to PacifiCorp’s bid event, PacifiCorp shall select its Approved Vendors after considering IFP’s recommendations.

ii. Selection Committee. The Party that is not responsible for construction of the Work or segment of the Work shall participate in the constructing Party’s bid review and contractor selection process through its Representative who shall be a member of the constructing Party’s selection committee. The constructing Party shall provide the other Party’s Representative with reasonable notice of selection committee meetings and an opportunity to participate in person or electronically. The non-constructing Party’s Representative shall exercise the following rights and responsibilities on behalf of the Party it represents:

(1) Participate in selection committee meetings in person or electronically.

(2) Be provided access to information provided to other selection committee members including correspondence or emails circulated to or among the members.

(3) Participate in the review and editing of the request for proposal including the content of the selection criteria and questions and in any pre-bid meetings with potential bidders.

(4) Participate, to the extent reasonably practical, in responding to questions of potential bidders, and will, in all cases, be provided copies of written questions and the responses.

(5) Review responses to the request for proposals, and participate in discussions with respondents.

(6) Participate in determining the sufficiency and conformance with bid requirements of bidders' responses.

c. Construction Contract. Upon the constructing Party's selection of its Contractor, PacifiCorp and IFP shall negotiate with the Contractor for a contract for construction of the Work utilizing a construction contract in a form reasonably acceptable to both Parties (each, a "Construction Contract") consistent with the Construction Designs. Each Construction Contract shall provide that the non-constructing Party shall have the right: (a) to be present on the construction site and observe construction; (b) to be present for inspection and testing of the Work; and (c) to enforce the Contractor's warranties and/or guaranties on construction, to the extent applicable to the non-constructing Party. Each Construction Contract shall provide that: (y) the Work shall be completed by the Contractor by such date as the Parties shall mutually agree as memorialized in the Construction Contract (the "Final Completion Date"); and (z) the Contractor shall be liable for liquidated damages in the event the Project is not completed by the Final Completion Date.

4.7. Contract Additions.

a. Either party may elect to supplement the work to be performed by a Contractor under a Construction Contract to better accommodate the requesting Party's needs, provided such work can be performed without unreasonably delaying the completion of construction or interfering with the other Party's facilities ("Contract Addition"). A Contract Addition does not include Change Orders or Contractor Claims, as defined in Sections 4.9.c and 4.9.d. Before the constructing Party includes a Contract Addition in its Construction Contract, the requesting Party shall obtain the written consent of the other Party, which consent shall not be unreasonably withheld.

b. Any approved Contract Addition shall be included in the Construction Contract with a separate schedule of values.

c. The Party requesting the Contract Addition shall be responsible for all additional Project Costs incurred by either Party in connection with the Contract Addition.

d. Each Party shall be responsible for designing its Contract Addition.

e. To the extent the Governmental Authorizations and/or Property Rights for the Project are not sufficient for the construction, operation, use and maintenance of the

Contract Addition, each Party shall obtain any Governmental Authorizations and/or Property Rights necessary for its Contract Addition, at its sole expense.

4.8. Purchase of Construction Materials. The constructing Party or the Contractor shall be responsible for purchasing the materials specified for construction of the Work using the constructing Party's standard procurement procedures. The constructing Party shall take advantage of reasonably available advantageous pricing in accordance with its standard purchasing practices. The materials shall be new and of good quality and workmanship and have standard warranties.

4.9. Construction.

a. Construction. Each Party shall be responsible for construction of its Work in accordance with this Agreement, in a manner consistent with prudent utility practice, the Construction Designs, and the Construction Contract.

b. Coordination and Consultation during Construction. During construction, the Parties shall consult with each other on all significant aspects of the construction, including:

i. The Parties' Representatives shall meet regularly, at least bi-weekly to discuss construction status and any items requiring coordination. In addition, each constructing Party shall provide the other Party with reasonable notice of planned meetings with the Contractor or subcontractors and of tests and inspections on construction or completed work.

ii. The non-constructing Party shall have the right, at all times, to be present at the work site, to inspect the construction work performed or being performed by the Contractor and/or the constructing Party, and to observe testing conducted as part of the construction. The non-constructing Party shall follow all safety rules, regulations and protocols, and shall act in accordance with prudent utility practice.

iii. The non-constructing Party may be present at any discussions with the Contractor concerning significant aspects of the Construction including change requests, plan modifications, or unexpected conditions.

iv. As soon as reasonably practicable, the constructing Party shall provide the other Party with copies of any written, text or email communications to or from the Contractor concerning the non-constructing Party's Facilities.

c. Change Orders. The Parties recognize that, during construction, the Parties may find it necessary to issue changes to the Contractor's work as set forth in the Construction Contract and any releases issued thereunder (each, a "Change Order"), which Change Orders may result in an adjustment in the price of the Contractor's work. The constructing Party may issue Change Orders as provided in its Construction Contract with the consent of the non-constructing Party, which consent shall not be unreasonably withheld. The non-constructing Party may request that the constructing Party issue Change Orders, which request(s) shall not be unreasonably denied by the constructing Party. The constructing Party may direct the Contractor to proceed with a Change Order pending

negotiation of the price; provided that, except in the event of an urgency, each Party shall pay the cost of any Change Order issued without the consent of the other Party.

d. Contractor Claims. Pursuant to the Construction Contract, the Contractor may file a claim, including requesting for a time extension, additional compensation, or any other adjustment of the Construction Contract terms, after the contract is awarded (“Contractor Claims”). Each constructing Party shall follow the requirements of its Construction Contract related to Contractor Claims. The constructing Party may approve a Contractor Claim with the consent of the other Party, which consent shall not be unreasonably withheld.

e. Allocation of Costs for Change Orders and Contractor Claims.

i. All Change Orders and Contractor Claims shall be initially paid by the constructing Party and subject to the cost share allocation and reimbursement as provided in ARTICLE V, except that each shall pay 100% of the costs for Change Orders and Contractor Claims that result from modification to its own facilities.

ii. At the time the Change Order or Contractor Claim is approved, the Parties’ Representatives shall attempt to agree on whether such costs shall be borne solely by either of the Parties under Subsection (i) of this subsection 4.9(e) or should be subject to the applicable cost share or allocation under ARTICLE V. If the Parties cannot agree, the proper allocation of costs shall be determined through the dispute resolution procedure in ARTICLE X, commenced, if at all, by one of the Parties within thirty (30) days after approval of the Change Order or Contractor Claim. If there is no agreement and neither Party timely commences the dispute resolution procedure, the costs shall be allocated as provided under ARTICLE V.

4.10. Connection. Each Party shall be responsible, at such Party’s sole expense, for designing, constructing and installing such connections as it deems necessary or prudent for connecting its system to the Project and the operation of its respective Facilities, including making final connections and switching orders that may be necessary for that Party’s interconnection from its existing facilities to the Project. Either Party’s connection may, at such Party’s election, be included in the Construction Contract as a Contract Addition pursuant to Section 4.7.

4.11. Removal of Existing Facilities. In accordance with prudent utility practice, the Parties shall be responsible, at their own cost, for removal and proper disposal of its facilities that will be decommissioned due to construction of the Project. These costs are not included in Project Costs. The Parties shall coordinate with the Contractor to ensure that removal of the facilities does not unreasonably interfere with the Contractor’s work.

4.12. Party Representative. Each Party hereby designates a representative for construction of the Project to be available at all times during construction via mobile telephone. Either Party may change its representative by providing written notice to the other Party in accordance with Section 11.5.

- a. IFP Representative: Richard Malloy
Regulatory Compliance Manager
Mobile Phone: 208-221-8781
Email: rmalloy@ifpower.org
- b. PacifiCorp Representative: Jeff Howcroft
Mobile Phone: (385) 210-4674
Email: jeff.howcroft@pacificorp.com

ARTICLE V. COSTS.

5.1. Initial Payment of Project Costs. Each constructing Party shall be responsible for the up-front payment of its Project Costs, subject to reconciliation of the Parties’ respective obligations as provided in this ARTICLE V.

5.2. Final Allocation of Project Costs. Each Party shall be liable for payment of its share of Project Costs as set forth in *Exhibits B-1 and B-2*. Each Party shall pay based on the Aggregated Percentage Share on Exhibit B-1 and based on the percentage share for Sections 100-190 and 210, respectively, on B-2.

5.3. Monthly Reconciliation. Each Party shall track its Project Costs, at a minimum, at the detail and by facility outlined in the cost tracking structure set forth in Exhibit C-1. On or around the date that is the fifteenth day of each calendar month during the Term of this Agreement, each Party shall create and provide to the other Party a monthly report of its Project Costs incurred since the end of the prior calendar month (or, for the first such month, from the Effective Date, if the Effective Date does not fall on the first day of a calendar month) in generally the form as attached hereto as Exhibit C-2 or C-3 (the “Monthly Cost Report”). Using the Monthly Cost Reports for the preceding calendar month, the Parties’ Representatives shall jointly create a reconciliation of the Parties’ Monthly Cost Reports on or before the last business day of each month in generally the form attached hereto as Exhibit C-4 (the “Monthly Reconciliation”). In the event that the amounts of the Parties’ respective Project Costs for the prior month as shown in the Monthly Reconciliation are not proportionate to the Parties’ respective cost shares, the Party that incurred Project Costs that are proportionately less than the amount of Project Costs determined by its cost share will reimburse the other Party an amount equal to such difference within thirty (30) business days following the date that the Monthly Reconciliation is complete. In the first Monthly Reconciliation, each Party will provide the other with its total Project Costs to date. Unless otherwise mutually and expressly agreed to in writing by the Parties, in no event shall expenses that are not Project Costs be subject to reimbursement. Each Party shall use good-faith efforts to include all of its Project Costs for the previous month in each Monthly Cost Report; provided, that neither Party shall be considered to be in default under this Agreement, forfeit any right to reimbursement of Project Costs, nor have any liability to the other Party whatsoever for any failure to include any Project Costs in a Monthly Cost Report.

5.4. Final Reconciliation.

a. Preparation of Final Reconciliation. Within thirty (30) days following Final Completion of the Project, each Party shall create and provide to the other Party a final report of its total Project Costs for the Project, prepared using substantially the same form as the Monthly Cost Reports. Using such reports, the Parties’ Representatives shall, within

twenty-one (21) calendar days following receipt of the reports, prepare a final reconciliation (the “Final Reconciliation”) in substantially the same form as the Monthly Reconciliation.

b. Additional Information. In connection with preparation of the Final Reconciliation, each Party shall provide additional information and documents reasonably requested by the other Party.

5.5. Payment of Amount Due. Within thirty (30) business days following completion of the Final Reconciliation, either:

a. IFP shall pay to PacifiCorp the amount due from IFP to PacifiCorp in accordance with each Party’s cost share; or

b. PacifiCorp shall pay to IFP the amount due from PacifiCorp to IFP in accordance with each Party’s cost share.

5.6. Audit. Each Party will maintain books and records in accordance with prudent utility practice to document its payment of Project Costs. Either Party (an “Auditing Party”) shall have the right to conduct a reasonable audit the records of the other Party (the “Audited Party”) with respect to Project Costs by providing written notice to the Audited Party within ninety (90) days after delivery of the Final Reconciliation. The Audited Party shall provide such documentation and records as may be reasonably necessary for the Auditing Party to review all costs attributed by the Audited Party to the Project Costs.

ARTICLE VI. TRANSFER OF OWNERSHIP.

6.1. Conditions Precedent to Transfer. After each of the following conditions precedent has been met, the Parties shall perform the transfers as set forth in Sections 6.2 and 6.3:

a. Each Party has completed construction of its Work as required by this Agreement and the Construction Contract.

b. The Project is suitable for commercial operation consistent with prudent utility practice.

c. The Parties have completed the Final Reconciliation under Section 5.4 and paid any amounts due under Section 5.5; provided that such payment may be made simultaneously with the transfers.

6.2. Transfer by PacifiCorp to IFP. Upon the occurrence of the conditions precedent set forth in Section 6.1 and simultaneous with IFP’s transfer to PacifiCorp as set forth in Section 6.3, PacifiCorp shall sell and transfer to IFP, and IFP shall receive and purchase from PacifiCorp, any interest PacifiCorp may have in the IFP Facilities.

a. PacifiCorp shall deliver to IFP the following documents:

i. a bill of sale in substantially the form attached hereto as *Exhibit D-1*, conveying to IFP all right, title or interest PacifiCorp may have in the IFP Facilities;

ii. the executed JOOA;

iii. apportionments of the Property Rights reasonably necessary to allow IFP to own, operate, repair, replace and maintain IFP's Facilities in a manner consistent with prudent utility practice and IFP's rights and responsibilities under the JOOA, in substantially the form attached hereto as *Exhibit E-1*;

iv. an assignment to IFP of warranties or contract rights, if any, provided to PacifiCorp by the contractors or the suppliers covering IFP's Facilities, in a form reasonably acceptable to IFP.

b. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTIES AND RIGHTS DESCRIBED IN SUBPARAGRAPH (a.iv-v) ABOVE, PACIFICORP TRANSFERS THE IFP FACILITIES TO IFP "AS IS-WHERE IS" AND WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONDITION, INCLUDING ENVIRONMENTAL CONDITION. IFP ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO INSPECT THE CONSTRUCTION AND CURRENT CONDITION OF THE IFP FACILITIES AND THAT PACIFICORP HAS NOT MADE, AND EXPRESSLY DISCLAIMS AND NEGATES, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, RELATING TO THE IFP FACILITIES.

6.3. Transfer by IFP to PacifiCorp. Upon the occurrence of the conditions precedent set forth in Section 6.1 and simultaneous with PacifiCorp's transfer to IFP as set forth in Section 6.2, IFP shall sell and transfer to PacifiCorp, and PacifiCorp shall receive and purchase from IFP, any interest IFP may have in the PacifiCorp Facilities.

a. IFP shall deliver to PacifiCorp the following documents:

i. a bill of sale in substantially the form attached hereto as *Exhibit D-2*, conveying to PacifiCorp all right, title and interest IFP may have in the PacifiCorp Facilities;

ii. the executed JOOA;

iii. apportionments of the Property Rights reasonably necessary to allow PacifiCorp to own, operate, repair, replace and maintain the PacifiCorp Facilities in accordance with PacifiCorp's a manner consistent with prudent utility practice and consistent with PacifiCorp's rights and responsibilities under the JOOA, in substantially the form attached hereto as *Exhibit E-2*; and

iv. an assignment to PacifiCorp of warranties or contract rights, if any, provided to IFP by the contractors or the suppliers covering the PacifiCorp Facilities, in a form reasonably acceptable to PacifiCorp.

b. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTIES AND RIGHTS DESCRIBED IN SUBPARAGRAPH (a.iv) ABOVE, IFP TRANSFERS THE PACIFICORP FACILITIES TO PACIFICORP “AS IS-WHERE IS” AND WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONDITION, INCLUDING ENVIRONMENTAL CONDITION. PACIFICORP ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO INSPECT THE CONSTRUCTION AND CURRENT CONDITION OF THE PACIFICORP FACILITIES AND THAT IFP HAS NOT MADE, AND EXPRESSLY DISCLAIMS AND NEGATES, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, RELATING TO THE PACIFICORP FACILITIES.

ARTICLE VII. OPERATION AND MAINTENANCE OF THE FACILITIES.

As a part of the transfers as provided in Sections 6.2 and 6.3, the Parties shall enter into the JOOA to provide for ongoing maintenance and operation of the facilities that are the subject of this Agreement.

ARTICLE VIII. REPRESENTATIONS AND WARRANTIES.

8.1. IFP Representations and Warranties. IFP makes the following representations and warranties to and for the benefit of PacifiCorp:

a. IFP is a municipal corporation, duly organized, validly existing and in good standing under the laws of the state of Idaho, and has the requisite power and authority to own its properties, carry on its business as now being conducted, enter into this Agreement and the transactions contemplated herein, and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

b. IFP is duly authorized and is not prohibited, has taken all actions as may be necessary or advisable, and has obtained all governmental or regulatory approvals necessary to execute and deliver this Agreement, consummate the transactions contemplated herein, and perform all of its obligations hereunder. The provisions of this Agreement and IFP’s obligations hereunder will not violate any applicable laws, statutes, ordinances, regulations, licenses or legal requirements of any nature; the formation documents of IFP; or any contractual obligation, trust indenture, trust deed, mortgage, loan agreement, lease, evidence of indebtedness, or agreement to which IFP is a party or by which it or any of its property is bound.

c. This Agreement is a legal, valid and binding obligation of IFP, enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors’ rights or by the exercise of judicial discretion in accordance with general principles of equity.

8.2. PacifiCorp Representations and Warranties. PacifiCorp makes the following representations and warranties to and for the benefit of IFP:

a. PacifiCorp is a corporation duly organized, validly existing and in good standing under the laws of the state of Oregon, and has the requisite power and authority to own its properties, carry on its business as now being conducted, enter into this Agreement and the transactions contemplated herein, and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

b. PacifiCorp is duly authorized and is not prohibited, has taken all corporate actions as may be necessary or advisable, and has obtained all regulatory approvals necessary, if any, to execute and deliver this Agreement, consummate the transactions contemplated herein, and perform all of its obligations hereunder. The provisions of this Agreement and PacifiCorp's obligations hereunder will not violate any applicable laws, statutes, ordinances, regulations, licenses or legal requirements of any nature; the certificate of incorporation and by-laws of PacifiCorp; or any contractual obligation, trust indenture, trust deed, mortgage, loan agreement, lease, evidence of indebtedness, or agreement to which PacifiCorp is a party or by which it or any of its property is bound.

c. This Agreement is a legal, valid and binding obligation of PacifiCorp, enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors' rights or by the exercise of judicial discretion in accordance with general principles of equity.

ARTICLE IX. DEFAULT; LIMITATION ON DAMAGES.

9.1. Default. For the purposes of this Contract, a "Default" means the occurrence of any of the following:

a. Payment Default. The failure to make, when due, any payment required pursuant to this Agreement, if such is not remedied within ten (10) business days after written notice.

b. Performance Default. The failure to comply timely with any other covenant of this Agreement, if such failure is not remedied within thirty (30) days after the defaulting Party's receipt of a written notice describing the alleged default. If the nature of the alleged default is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action.

9.2. Limitation on Damages. EXCEPT FOR A PAYMENT DEFAULT UNDER SECTION 9.1.a OR INDEMNIFICATION UNDER SECTION 9.3, A PARTY'S LIABILITY TO THE OTHER PARTY ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, STATUTE OR TORT, IS LIMITED TO THE COST (a) OF COMPLETING CONSTRUCTION OF THE PROJECT OR (b) OF REPAIRING OR REPLACING ANY DEFECTIVE OR DAMAGED FACILITIES AND SHALL NOT, UNDER ANY CIRCUMSTANCES, INCLUDE SPECIAL, CONSEQUENTIAL, EXEMPLARY, TREBLE OR PUNITIVE DAMAGES, INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, AS A RESULT OF THE PERFORMANCE OR NON-

PERFORMANCE OF THEIR OBLIGATIONS UNDER THIS AGREEMENT OR PROVIDED BY STATUTE OR IN TORT.

9.3. Indemnification. To the extent allowed by the Idaho Code, each Party (“Indemnifying Party”) shall indemnify, hold harmless and defend the other Party and its members, directors, officers employees, consultants, attorneys, and contractors (“Indemnitees”) against any and all third party claims, liability, loss, damage, cost, expense, award, fine or judgment (including attorneys’ fees and costs) which arise out of or result from the Indemnifying Party’s acts or omissions in connection with this Agreement, except to the extent caused by actions or failure to act of the Indemnitees. The Indemnifying Party shall not be relieved of its duty to perform, indemnify, defend and hold harmless the Indemnitees by the Indemnifying Party’s failure to obtain insurance covering the claim.

ARTICLE X. DISPUTE RESOLUTION

10.1. Dispute Resolution. Any dispute, claim, question, or disagreement arising from or relating to this Agreement, except any request for injunctive relief in emergency circumstances which makes resort to the following procedures unreasonable, shall be resolved through the procedures set forth in this ARTICLE X.

10.2. Claim Cutoff. Unless otherwise specifically provided in this Agreement, any Default, dispute, claim, question, or disagreement must be raised within one (1) year of the date the Default, dispute, claim, question, or disagreement arose, or is discovered, or be forever barred. The Party claiming that there is a Default, dispute, claim, question or disagreement shall provide written notice of the Default, dispute, claim, question, or disagreement to the other Party.

10.3. Good Faith Negotiations. For a period of thirty (30) days following receipt of the notice, or such different period to which the Parties may mutually agree, the Parties shall use good-faith efforts to settle the dispute by consulting and negotiating with each other in good faith and by attempting to reach a just and equitable solution reasonably satisfactory to both Parties. Unless the dispute is resolved sooner, PacifiCorp’s Vice President of Transmission and Distribution Operations and IFP’s General Manager shall meet at least once during the good faith negotiation period. Although the Parties intend to negotiate in good faith, they agree that neither Party shall be held liable in damages for an alleged breach of an obligation to negotiate in good faith. The Parties further agree that neither Party shall be held liable for expenses incurred or opportunities foregone by the other Party in reliance on the Party’s agreement to negotiate in good faith.

10.4. Mediation.

a. If the Parties are unable to resolve the dispute, claim, question, or disagreement through good faith negotiation within the good faith negotiation period, then either Party may submit the matter to nonbinding mediation by providing the other Party a written request to mediate. Each Party shall pay their own costs and fees relating to the mediation.

b. The Parties will jointly appoint a mutually acceptable mediator. If they are unable to agree upon a mediator within a reasonable period of time, the Parties shall each select a mediator, and those two mediators who shall jointly appoint a third mediator to act as the Parties’ mediator.

c. The Parties agree to participate in at least one session of good faith mediation and thereafter shall mediate and/or negotiate in good faith for a period of sixty (60) days or such additional time as the Parties may mutually agree.

d. Although the Parties intend to mediate in good faith, they agree that neither Party shall be held liable in damages for an alleged breach of an obligation to mediate in good faith. The Parties further agree that neither Party shall be held liable for expenses incurred or opportunities foregone by the other Party in reliance on the Party's agreement to mediate in good faith.

e. The Parties may, but are not required to, retain the American Arbitration Association to administer the mediation proceedings.

10.5. Jury Waiver. To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each Party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

10.6. Continuation of Work. Unless otherwise ordered by a court or the arbitrator, the Parties shall continue their respective duties under this Agreement on a timely basis in accordance with the Project Schedule. Each Party shall continue to make any required payments on a timely basis in accordance with the terms of this Agreement, except to the extent the payment is the subject of the dispute.

ARTICLE XI. GENERAL PROVISIONS.

11.1. Confidentiality. As a material condition and further consideration for this Agreement, the Parties agree to keep all of the material terms of this Agreement confidential, and shall not disclose this Agreement nor any of the terms hereof, except: (a) to the extent disclosure is required under the Idaho Public Records Act (Idaho Code Title 74 Chapter 1); (b) as required for a Party to perform its obligations under this Agreement; (c) as between and among the Parties hereto and their legal counsel, accountants or tax and financial advisors, and all state and federal taxing agencies entitled or required by law to such disclosure; (d) upon the express prior written consent of the opposing Party, which may be given or withheld in its sole discretion; or (e) as required by order of a court of competent jurisdiction or by law including applicable public records laws.

11.2. Force Majeure. Neither Party shall be in breach of this Agreement or subject to any liability or damages for inability to meet its obligations under this Agreement to the extent that such failure shall be due to causes beyond the reasonable control of such Party using prudent utility practice, including but not limited to the following: (a) the operation and effect of any law, rule, regulation and order of (i) the Idaho Public Utilities Commission, (ii) a state, county or municipal governmental body or agency (not including IFP); or (iii) the United States; (b) restraining order, injunction or similar decree of any court; (c) war; (d) flood; (e) earthquake; (f) act of God; (g) civil disturbance; or (h) strikes or boycotts. Provided, however, that the Party claiming force majeure shall make every reasonable attempt, consistent with prudent utility practice, to avoid or remedy the cause or effect thereof as diligently and expeditiously as possible. Except for the obligation to

pay amounts owed when due, time periods for performance obligations of Parties herein shall be extended for the period during which a force majeure event was in effect.

11.3. Assignment.

a. Except as provided below, neither Party may (i) without the prior written consent of the other Party (which shall not be unreasonably withheld, conditioned or delayed) assign, pledge or transfer all or any part of this Agreement, whether voluntarily or by operation of law, or (ii) sell its interest in the Project without first offering the other Party the right of first refusal to purchase such interest on terms not less favorable than those offered to or by the third-party purchaser.

b. IFP shall be permitted to assign this Agreement and to assign and transfer its interest in the Project to the Idaho Energy Resources Authority (“IERA”) for financing purposes; provided that (i) IFP shall provide reasonable advance notice of such assignment to PacifiCorp, (ii) IERA shall agree in writing to be bound by all of the obligations of IFP under this Agreement, (iii) IERA shall appoint IFP as its agent for the performance of all of its obligations under this Agreement, (iv) the debt obligations issued by IERA to finance IFP’s interest in the Project shall be scheduled to mature not more than 25 years after their issuance, and (v) upon the final and full retirement of such debt obligations, IERA shall transfer all of its interest in the Project and this Agreement to IFP. IERA shall have the right to mortgage its interest in the Project to secure such debt obligations, and any mortgagee or subsequent transferee shall have the right to succeed to the interests of IERA and IFP hereunder in the event of a default under such debt obligations and shall be bound by the terms and provisions of this Agreement, provided that, prior to any such mortgagee or transferee exercising any right to foreclose its interest in the Project or any portion thereof, PacifiCorp shall have the right to purchase the Project (or portion thereof) at the fair market value of the property for which foreclosure is being sought.

c. Notwithstanding the foregoing, a Party may, without the other Party’s consent, assign its rights and obligations under this Agreement to an entity (i) with which such Party is merged or consolidated; or (ii) to which the Party sells, transfers or assigns all or a significant portion of its electric system; provided, however, that the assigning or transferring Party shall provide reasonable advance notice of such assignment or transfer to the other Party, and the assignee or transferee shall consent in writing to be bound by all of the obligations of the transferring or assigning Party under this Agreement.

11.4. Successors. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns.

11.5. Notice. Any notice or other communication required or desired to be given under this Agreement must be in writing and shall be deemed properly made upon delivery (or upon refusal of delivery) and shall be made by (a) personal delivery; (b) reputable overnight commercial courier service; (c) certified first-class United States mail with return receipt; (d) email (with confirmation of delivery); and/or (e) facsimile (with confirmation of delivery). Notices shall be directed to:

If to PacifiCorp: Jeff Howcroft
c/o PacifiCorp PMO
1407 W. North Temple, Suite 220
Salt Lake City, UT 84116
Email: Jeff.Howcroft@PacifiCorp.com

with a copy to: PacifiCorp
Office of General Counsel
1407 W. North Temple, Suite 320
Salt Lake City, UT 84116

If to IFP: City of Idaho Falls, Idaho d/b/a Idaho Falls Power
P.O. Box 50220
Idaho Falls, ID 83405-0220
Attn: General Manager
Email: bprairie@ifpower.org
Fax: 208-612-8435

with a copy to: City of Idaho Falls
P.O. Box 50220
Idaho Falls, ID 83405-0220
Attn: City Attorney
Email: rfife@idahofallsidaho.gov
Fax: 208-612-8175

Either Party may change its contact information for notice by providing written notice to the other Party in accordance with this paragraph.

11.6. Governing Law. This Agreement shall in all respects be interpreted and enforced in accordance with the laws of the State of Idaho, without reference to conflicts of laws.

11.7. Time of the Essence. Time is of the essence of this Agreement.

11.8. Relationship of the Parties; No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create an agency relationship, association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on or with regard to either of the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability or inference of liability to any third party.

11.9. Further Assurances. Each Party shall do all things, including without limitation the timely preparation, execution, delivery, filing, and recording of any instruments or documents, reasonably requested by the other Party to perform its obligations under this Agreement.

11.10. Severability. If any provision of this Agreement is held invalid or unenforceable for any reason by a court, governmental agency, or arbitrator, then the objectionable portions of the provision shall be stricken, and all other provisions of this Agreement shall remain unaffected

and in force. The Parties shall be relieved of their obligations only to the extent necessary to eliminate the objectionable portion(s) unless a court, governmental agency, or arbitrator holds that the invalidated provision is not separable from the remainder of this Agreement.

11.11. Waiver. Any waiver of a Party's rights under this Agreement shall not constitute a continuing waiver or a waiver of any other breach of that right or any other right. All waivers must be in writing and signed by an authorized representative of the Party granting the waiver.

11.12. Incorporation of Recitals and Exhibits. The above recitals and the attached exhibits to this Agreement are incorporated herein as an integral part of this Agreement.

11.13. Headings; Interpretation; Construction. The headings in this Agreement are for the convenience of the Parties and are not to be used for its construction or interpretation. Any use of the singular in this Agreement also includes the plural and any use of the plural also includes the singular. The use of the word "including" shall be non-exclusive and shall have the meaning "including, but not limited to." The Parties acknowledge that this Agreement is the product of negotiations and that each of them has had the opportunity to consult with legal counsel of their own selection. The Parties therefore agree that this Agreement is to be construed and interpreted fairly and reasonably in accordance with its terms and not as against any Party as the drafter hereof.

11.14. Cumulative Rights and Remedies. All rights and remedies provided by this Agreement or available in law or equity are cumulative of each other and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

11.15. Entire Agreement; Amendment. This Agreement sets forth the entire agreement between the Parties on the subject matter of this Agreement, and supersedes all prior agreements of the Parties with respect to its subject matter. No amendment of any provision of this Agreement shall be effective unless set forth in a written document signed by authorized representatives of both Parties.

11.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. Transmission of a Party's signature by electronic format shall be deemed delivery of such Party's signature.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PACIFICORP, an unincorporated division of PACIFICORP, an Oregon corporation

By: _____
Print name: _____
Title: _____
Date signed: _____

CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, d/b/a IDAHO FALLS POWER

ATTEST:

By: _____
Kathy Hampton
City Clerk
Date signed: _____

By: _____
Rebecca L. Noah Casper
Idaho Falls Mayor
Date signed: _____

Exhibit A

Line Section	Approx. Length (mi)	Rights of Way	Design	Construction	Facility Owner	Facility Type	Facility Description/ Scope of Work	Facility Cost Share*	Ownership	Facility Combination
Section 010 - Sugarmill Substation	N/A	PacifiCorp	PacifiCorp	PacifiCorp	PacifiCorp Facilities	Sugarmill Substation:	161kV breaker and breaker position.	51% IFP/ 49% PacifiCorp	PacifiCorp	,,
Section 020 - Paine Substation (Informational Only)	N/A	IFP	IFP	IFP	IFP Facilities	Paine Substation:	New 161kV Substation	100% IFP	IFP	,,
Section 100 - Sugarmill - Lincoln & Hitt	0.50	PacifiCorp	PacifiCorp	PacifiCorp	Joint Facilities	Transmission Line:	One (1) Circuit 161kV, 1557 ACSR "Potomac" Conductor and Hardware	51% IFP/ 49% PacifiCorp	51% IFP/ 49% PacifiCorp	T1, D1, C2
					IFP Facilities	Distribution:	None	N/A	N/A	
						Communications:	IFP Standard OPGW or ADSS Fiber	100% IFP	IFP	
					PacifiCorp Facilities	Transmission:	One (1) Circuit 161kV, 1557 ACSR "Potomac" Conductor, Hardware, and Double Circuit 161kV Structures (Accommodation)	51% IFP/ 49% PacifiCorp	PacifiCorp	
						Distribution:	12.5kV Three Phase, 477 AAC "Cosmos", 4/0 AAC Neutral (Accommodation)	51% IFP/ 49% PacifiCorp	PacifiCorp	
						Communications:	PacifiCorp Standard OPGW, 48 Strand, Single Mode, 1/2" Nominal	100% PacifiCorp	PacifiCorp	
Section 110 - Lincoln & Hitt - approx. 1930 Lincoln Road	0.50	Jointly	PacifiCorp	IFP	Joint Facilities	Transmission Line:	One (1) Circuit 161kV, 1557 ACSR "Potomac" Conductor, Hardware, and Structures	51% IFP/ 49% PacifiCorp	51% IFP/ 49% PacifiCorp	T2, D2, C1
					IFP Facilities	Distribution:	Capacity on transmission pole for: 12.5kV Three Phase, 795 AAC "Arbutus", High Neutral - [Express Feeder, high position or north side]	100% IFP	IFP	
						Communications:	IFP Standard OPGW or ADSS Fiber	100% IFP	IFP	
					PacifiCorp Facilities	Distribution:	12.5kV Three Phase, 477 AAC "Cosmos", 4/0 AAC Neutral (Accommodation)	51% IFP/ 49% PacifiCorp	PacifiCorp	
						Communications:	PacifiCorp Standard OPGW, 48 Strand, Single Mode, 1/2" Nominal	100%	PacifiCorp	

Exhibit A

Line Section	Approx. Length (mi)	Rights of Way	Design	Construction	Facility Owner	Facility Type	Facility Description/ Scope of Work	Facility Cost Share*	Ownership	Facility Combination
Section 120 - approx. 1930 Lincoln Road - South Steele Pivot	1.50	Jointly	PacifiCorp	IFP	Joint Facilities	Transmission Line:	One (1) Circuit 161kV, 1557 ACSR "Potomac" Conductor, Hardware, and Structures	51% IFP/ 49% PacifiCorp	51% IFP/ 49% PacifiCorp	T2, D3, C1
					IFP Facilities	Distribution:	Capacity on transmission pole for: 12.5kV Three Phase, 795 AAC "Arbutus"	100% IFP	N/A	
						Communications:	IFP Standard OPGW or ADSS Fiber	100% IFP	IFP	
					PacifiCorp Facilities	Distribution:	Capacity on transmission pole for: 12.5kV Three Phase, 477 AAC "Cosmos"	100% PacifiCorp	PacifiCorp	
						Communications:	PacifiCorp Standard OPGW, 48 Strand, Single Mode, 1/2" Nominal	100%	PacifiCorp	
Section 130 - South Steele Pivot - Telford Road	0.75	Jointly	PacifiCorp	IFP	Joint Facilities	Transmission Line:	One (1) Circuit 161kV, 1557 ACSR "Potomac" Conductor, Hardware, and Structures	51% IFP/ 49% PacifiCorp	51% IFP/ 49% PacifiCorp	T2, D3, C1
					IFP Facilities	Distribution:	None	N/A	N/A	
						Communications:	IFP Standard OPGW or ADSS Fiber	100% IFP	IFP	
					PacifiCorp Facilities	Distribution:	Capacity on transmission pole for: 12.5kV Three Phase, 477 AAC "Cosmos"	100% PacifiCorp	PacifiCorp	
						Communications:	PacifiCorp Standard OPGW, 48 Strand, Single Mode, 1/2" Nominal	100% PacifiCorp	PacifiCorp	
Section 140 - Telford Road - Highway 20 Crossing	2.30	Jointly	PacifiCorp	IFP	Joint Facilities	Transmission Line:	One (1) Circuit 161kV, 1557 ACSR "Potomac" Conductor, Hardware, and Structures	51% IFP/ 49% PacifiCorp	51% IFP/ 49% PacifiCorp	T2, D6, C1
					IFP Facilities	Distribution:	None	N/A	N/A	
						Communications:	IFP Standard OPGW or ADSS Fiber	100% IFP	IFP	
					PacifiCorp Facilities	Distribution:	None	N/A	N/A	
						Communications:	PacifiCorp Standard OPGW, 48 Strand, Single Mode, 1/2" Nominal	100% PacifiCorp	PacifiCorp	

Exhibit A

Line Section	Approx. Length (mi)	Rights of Way	Design	Construction	Facility Owner	Facility Type	Facility Description/ Scope of Work	Facility Cost Share*	Ownership	Facility Combination
Section 150 - Highway 20 Crossing - Lewisville Highway	2.40	Jointly	PacifiCorp	IFP	Joint Facilities	Transmission Line:	One (1) Circuit 161kV, 1557 ACSR "Potomac" Conductor, Hardware, and Structures Three (3) 161kV one-way switch and structure at end of section.	51% IFP/ 49% PacifiCorp	51% IFP/ 49% PacifiCorp	T2, D4, C1
					IFP Facilities	Distribution:	None	N/A	N/A	
					IFP Facilities	Communications:	IFP Standard OPGW or ADSS Fiber	100% IFP	IFP	
					PacifiCorp Facilities	Distribution:	Capacity on transmission pole for: 12.5kV Three Phase, 477 AAC "Cosmos", 4/0 AAC Neutral	100% PacifiCorp	PacifiCorp	
					PacifiCorp Facilities	Communications:	PacifiCorp Standard OPGW, 48 Strand, Single Mode, 1/2" Nominal	100% PacifiCorp	PacifiCorp	
Section 160 - Lewisville Highway - Snake River Crossing	1.25	Jointly	PacifiCorp	IFP	Joint Facilities	Transmission Line:	One (1) Circuit 161kV, 1557 ACSR "Potomac" Conductor, Hardware, and Structures	51% IFP/ 49% PacifiCorp	51% IFP/ 49% PacifiCorp	T2, D4, C1
					IFP Facilities	Distribution:	None	N/A	N/A	
					IFP Facilities	Communications:	IFP Standard OPGW or ADSS Fiber	100% IFP	IFP	
					PacifiCorp Facilities	Distribution:	Capacity on transmission pole for: 12.5kV Three Phase, 477 AAC "Cosmos", 4/0 AAC Neutral	100% PacifiCorp	PacifiCorp	
					PacifiCorp Facilities	Communications:	PacifiCorp Standard OPGW, 48 Strand, Single Mode, 1/2" Nominal	100% PacifiCorp	PacifiCorp	
Section 170 - Snake River Crossing - River Road	0.35	Jointly	PacifiCorp	IFP	Joint Facilities	Transmission Line:	One (1) Circuit 161kV, 1557 ACSR "Potomac" Conductor, Hardware, and Structures	51% IFP/ 49% PacifiCorp	51% IFP/ 49% PacifiCorp	T2, D6, C1
					IFP Facilities	Distribution:	None	N/A	N/A	
					IFP Facilities	Communications:	IFP Standard OPGW or ADSS Fiber	100% IFP	IFP	
					PacifiCorp Facilities	Distribution:	None	N/A	N/A	
					PacifiCorp Facilities	Communications:	PacifiCorp Standard OPGW, 48 Strand, Single Mode, 1/2" Nominal	100% PacifiCorp	PacifiCorp	

Exhibit A

Line Section	Approx. Length (mi)	Rights of Way	Design	Construction	Facility Owner	Facility Type	Facility Description/ Scope of Work	Facility Cost Share*	Ownership	Facility Combination
Section 180 - River Road - River Road Crossing	1.00	Jointly	PacifiCorp	IFP	Joint Facilities	Transmission Line:	One (1) Circuit 161kV, 1557 ACSR "Potomac" Conductor, Hardware, and Structures Three (3) 161kV one-way switches at 65th North Tap	51% IFP/ 49% PacifiCorp	51% IFP/ 49% PacifiCorp	T2, D1, C1
					IFP Facilities	Distribution:	None	N/A	N/A	
					IFP Facilities	Communications:	IFP Standard OPGW or ADSS Fiber	100% IFP	IFP	
					PacifiCorp Facilities	Distribution:	12.5kV Three Phase, 477 AAC "Cosmos", 4/0 AAC Neutral (Accommodation)	51% IFP/ 49% PacifiCorp	PacifiCorp	
					PacifiCorp Facilities	Communications:	PacifiCorp Standard OPGW, 48 Strand, Single Mode, 1/2" Nominal	100% PacifiCorp	PacifiCorp	
Section 190 - River Road Crossing - 65th N.	0.60	Jointly	PacifiCorp	IFP	Joint Facilities	Transmission Line:	One (1) Circuit 161kV, 1557 ACSR "Potomac" Conductor, Hardware, and Structures Three (3) 161kV one-way switches at 65th North Tap	51% IFP/ 49% PacifiCorp	51% IFP/ 49% PacifiCorp	T2, D5, C1
					IFP Facilities	Distribution:	Capacity on transmission pole for: 12.5kV Three Phase, 795 AAC "Arbutus"	100% IFP	IFP	
					IFP Facilities	Communications:	IFP Standard OPGW or ADSS Fiber	100% IFP	IFP	
					PacifiCorp Facilities	Distribution:	Capacity on transmission pole for: 12.5kV Three Phase, 477 AAC "Cosmos"	100% PacifiCorp	PacifiCorp	
					PacifiCorp Facilities	Communications:	PacifiCorp Standard OPGW, 48 Strand, Single Mode, 1/2" Nominal	100% PacifiCorp	PacifiCorp	
Section 210 - 65th N. - Paine Substation	0.45	IFP	PacifiCorp	IFP	Joint Facilities	Transmission Line:	None	N/A	N/A	T3, D5, C1
					IFP Facilities	Transmission:	Two (2) Circuits: One (1) Circuit 161kV, 1557 ACSR "Potomac" Conductor, Hardware, and Double Circuit 161kV Structures One (1) Circuit 161kV (Operated at 46kV), 795 ACSR "Drake" Conductor and Hardware	100% IFP	IFP	
					IFP Facilities	Distribution:	Capacity on transmission pole for: 12.5kV Three Phase, 795 AAC "Arbutus"	100% IFP	IFP	
					IFP Facilities	Communications:	IFP Standard OPGW or ADSS Fiber	100% IFP	IFP	
					PacifiCorp Facilities	Transmission:	None	N/A	N/A	
					PacifiCorp Facilities	Distribution:	None	N/A	N/A	
					PacifiCorp Facilities	Communications:	PacifiCorp Standard OPGW, 48 Strand, Single Mode, 1/2" Nominal	100% PacifiCorp	PacifiCorp	

Exhibit A

Line Section	Approx. Length (mi)	Rights of Way	Design	Construction	Facility Owner	Facility Type	Facility Description/ Scope of Work	Facility Cost Share*	Ownership	Facility Combination

Certain Additional Terms and Understandings of the Parties

***Cost Share**

- Facility Cost Share in the construction agreement will be a normalized, effective cost percentage across all facilities. The effective rate will be based on the percentages herein.

Distribution Facilities

- Except for express feeders from a generation site or a substation or where accommodating for existing facilities, Parties agree to only install distribution underbuild within their service territory.
- Where Parties both have distribution, a shared neutral will be utilized and sized 477AAC.
- Parties will split the cost of the installation of the shared neutral, where applicable.
- Where an express feeder is installed it will be in the high position; the low position will be prioritized by service territory.
- If there is a condition where both Parties have non-express distribution or if otherwise transpositioning the distribution would be required, a single level of distribution circuits will be utilized with a low

Operations and Maintenance

- The Parties will pay (or reimburse a Party that has incurred or paid for) operations, maintenance, or operations and maintenance charges, as applicable, on a monthly basis consistent with their respective Ownership Interests in the Jointly-Owned Equipment, pursuant to formulas to be mutually agreed between the Parties.
- The Parties will coordinate with each other to minimize duplicative or additional maintenance charges.

Rights of Way

- A Party that is responsible to obtain a right of way or similar grant will not be required to have such right of way or similar grant issued in the names of both Parties.
- The Parties do not expect to hold undivided ownership interests as tenants in common in any rights of way or similar grants.
- With respect to rights of way or similar grants underlying all parties' facilities contemplated in this agreement, the Parties confirm they have, and will, grant each other access rights reasonably necessary to exercise their respective rights and obligations as to their respective Interests in the facilities.
- IFP is primarily responsible to obtain all easements and rights of way. If IFP cannot, PacifiCorp will assist.

Transmission Capacity

- The Parties will have pro rata shares of transmission capacity on jointly-owned segments in proportion to their respective Ownership Interests. A Party's transmission capacity will be bi-directional in
- Any transmission capacity that is unused by a Party will be made available to the other Party in accordance with Applicable Laws and the JOOA.
- A Party's pro rata share of transmission capacity may decrease in the event of outage conditions or other emergency situations.

Initial Facility Election

- Parties facilities herein represent a preliminary design and may be amended in the subsequent construction agreement.

Accommodation

- Accommodated facilities are existing facilities that are incorporated into the facilities. Accommodated facilities cost allocation will be 51% IFP/49% PacifiCorp.

Exhibit A1

Type	Identifier	Existing PacifiCorp Facilities	Accommodation	IFP Betterment	PacifiCorp Betterment
	C1	No existing PacifiCorp ADSS or OPGW	No Accommodation.	IFP 48 strand 3/8" or 1/2" nominal OPGW.	PacifiCorp 48 strand 3/8" or 1/2" nominal OPGW.
	C2	Existing PacifiCorp ADSS or OPGW	PacifiCorp 48 strand 3/8" or 1/2" nominal OPGW is accommodated.	IFP 48 strand 3/8" or 1/2" nominal OPGW.	IFP 48 strand 3/8" or 1/2" nominal OPGW.
Distribution (D)	D1	Existing PacifiCorp 12.5kV Facilities	Transfer existing PacifiCorp Facilities or install equivalent facilities if PacifiCorp or its contractor determines that a transfer would not be cost effective.	No betterment.	No betterment.
	D2	Existing PacifiCorp 12.5kV Three Phase Circuit	Transfer existing PacifiCorp Facilities or install equivalent facilities if PacifiCorp or its contractor determines that a transfer would not be cost effective.	Provide for a pole capable of IFP 12.5kV Three Phase 795 AAC "Arbutus" Circuit. The 795 AAC "Arbutus" conductors are to be installed by IFP at a future date.	No betterment.
	D3	No existing PacifiCorp 12.5kV Circuit	No Accommodation.	Provide for a pole capable of IFP 12.5kV Three Phase 795 AAC "Arbutus" Circuit. The 795 AAC "Arbutus" conductors are to be installed by IFP at a future date.	Provide for a pole capable of PacifiCorp 12.5kV Three Phase 477 AAC "Cosmos" Circuit. The 477 AAC "Cosmos" conductors are to be installed by PacifiCorp at a future date.
	D4	No existing PacifiCorp 12.5kV Circuit	No Accommodation.	No betterment.	Provide for a pole capable of PacifiCorp 12.5kV Three Phase 477 AAC "Cosmos" Circuit. The 477 AAC "Cosmos" conductors are to be installed by PacifiCorp at a future date.
	D5	No existing PacifiCorp 12.5kV Circuit	No Accommodation.	Provide for a pole capable of IFP 12.5kV Three Phase 795 AAC "Arbutus" Circuit. The 795 AAC "Arbutus" conductors are to be installed by IFP at a future date.	No betterment.
	D6	No existing PacifiCorp 12.5kV Circuit	No Accommodation.	No betterment.	No betterment.

Exhibit A1

Transmission (T)	T1	Existing PacifiCorp 161 kV Circuit	Transfer existing PacifiCorp Facilities or install equivalent facilities if PacifiCorp or its contractor determines that a transfer would not be cost effective.	51% of one (1) Circuit 161kV 1557 ACSR "Potomac" transmission circuit.	49% of one (1) Circuit 161kV 1557 ACSR "Potomac" transmission circuit.
	T2	No existing PacifiCorp 161kV Circuit	No Accommodation.	51% of one (1) Circuit 161kV 1557 ACSR "Potomac" transmission circuit.	49% of one (1) Circuit 161kV 1557 ACSR "Potomac" transmission circuit.
	T3	No existing PacifiCorp 161kV Circuit	No Accommodation.	One (1) Circuit 161kV 1557 ACSR "Potomac" transmission circuit. One (1) Circuit 161kV (Operated at 46kV), 795 ACSR "Drake"	No betterment.

Explanation:

Exhibit H identifies various potential combinations of Parties Existing Facilities, Accommodations and Betterments. Each combination is identified by a letter and a number which are found in the column denominated "Identifier." For example, a T1 Identifier means a section of the Line where PacifiCorp Existing Facilities would consist of one (1) PacifiCorp 161kV Circuit, where the Accommodation is the Parties transfer of the PacifiCorp Existing Facilities, and where Parties elected Betterments consisting of a jointly owned 161kV Circuit using 1557 ACSR "Potomac."

Exhibit A2

Betterment Estimate

Description		Accommodation/ Mile	Total/Mile	Betterment/Mile		IFP Accommodation	PacifiCorp Accommodation	IFP Betterment	PacifiCorp Betterment		IFP Accommodation	PacifiCorp Accommodation	IFP Betterment	PacifiCorp Betterment		IFP Cost Share (\$)	PacifiCorp Cost Share (\$)	IFP Cost Share (%)	PacifiCorp Cost Share (%)
Existing PacifiCorp 161kV Circuit (Accommodation) to Joint 161kV 1557 ACSR "Potomac" (Betterment) & Existing PacifiCorp 161kV Circuit (Accommodation)	T1	\$ 1,299,064	\$ 1,629,604	\$ 330,541		51%	49%	51%	49%		\$ 662,522	\$ 636,541	\$ 168,576	\$ 161,965		\$ 831,098	\$ 798,506	51%	49%
No Existing Transmission to Joint 161kV 1557 ACSR "Potomac" (Betterment)	T2	\$ -	\$ 1,299,064	\$ 1,299,064		0%	0%	51%	49%		\$ -	\$ -	\$ 662,522	\$ 636,541		\$ 662,522	\$ 636,541	51%	49%
No Existing Transmission to IFP 161kV 1557 ACSR "Potomac" (Betterment) & IFP 161kV (Operated at 46kV) 795 ACSR "Drake" (Betterment)	T3	\$ -	\$ 1,629,604	\$ 1,629,604		0%	0%	100%	0%		\$ -	\$ -	\$ 1,629,604	\$ -		\$ 1,629,604	\$ -	100%	0%
PacifiCorp Existing Three Phase Distribution (Accommodation)	D1	\$ 181,287	\$ 181,287	\$ -		51%	49%	0%	0%		\$ 92,456	\$ 88,831	\$ -	\$ -		\$ 92,456	\$ 88,831	51%	49%
PacifiCorp Existing Three Phase Distribution (Accommodation) to IFP Three Phase 795 AAC "Arbutus" Capable Distribution (Betterment)	D2	\$ 181,287	\$ 307,472	\$ 126,185		51%	49%	100%	0%		\$ 92,456	\$ 88,831	\$ 126,185	\$ -		\$ 218,641	\$ 88,831	71%	29%
No existing 12.5kV Three Phase Circuits to IFP Three Phase 795 AAC "Arbutus" Capable Distribution (Betterment) PacifiCorp Three Phase 477 AAC "Cosmos" Capable Distribution (Betterment)	D3	\$ -	\$ 252,370	\$ 252,370		0%	0%	50%	50%		\$ -	\$ -	\$ 126,185	\$ 126,185		\$ 126,185	\$ 126,185	50%	50%
No existing 12.5kV Three Phase Circuits to PacifiCorp Three Phase 477 AAC "Cosmos" Capable Distribution (Betterment)	D4	\$ -	\$ 126,185	\$ 126,185		0%	0%	0%	100%		\$ -	\$ -	\$ -	\$ 126,185		\$ -	\$ 126,185	0%	100%
No existing 12.5kV Three Phase Circuits to IFP Three Phase 795 AAC "Arbutus" Capable Distribution (Betterment)	D5	\$ -	\$ 126,185	\$ 126,185		0%	0%	100%	0%		\$ -	\$ -	\$ 126,185	\$ -		\$ 126,185	\$ -	100%	0%
No existing 12.5kV Three Phase Circuits to No Betterment	D6	\$ -	\$ -	\$ -		0%	0%	0%	0%		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
No existing OPGW to IFP OPGW and PacifiCorp OPGW and Accomdated Existing OPGW	C1	\$ -	\$ 61,885	\$ 61,885		0%	0%	50%	50%		\$ -	\$ -	\$ 30,942	\$ 30,942		\$ 30,942	\$ 30,942	50%	50%
Existing PacifiCorp OPGW as Static to IFP OPGW and PacifiCorp OPGW	C2	\$ 30,942	\$ 92,827	\$ 61,885		51%	49%	50%	50%		\$ 15,781	\$ 15,162	\$ 30,942	\$ 30,942		\$ 46,723	\$ 46,104	50%	50%
Existing PacifiCorp OPGW as Static to IFP OPGW and PacifiCorp OPGW	C2	\$ 30,942	\$ 92,827	\$ 61,885		51%	49%	50%	50%		\$ 15,781	\$ 15,162	\$ 30,942	\$ 30,942		\$ 46,723	\$ 46,104	50%	50%

Exhibit A3

Transmission	IFP Transmission Cost	PacifiCorp Transmission Cost	Distribution	IFP Distribution Cost	PacifiCorp Distribution Cost	Communication	IFP Communications Cost	PacifiCorp Communications Cost	Combined Type	IFP Aggregated Cost	PacifiCorp Aggregated Cost	IFP % Share Aggregated Cost	PacifiCorp % Share Aggregated Cost
T1	\$ 831,098.17	\$ 798,506.08	D1	\$ 92,456.37	\$ 88,830.63	C1	\$ 30,942.36	\$ 30,942.36	T1, D1, C1	\$ 954,496.90	\$ 918,279.07	50.97%	49.03%
T1	\$ 831,098.17	\$ 798,506.08	D2	\$ 218,641.37	\$ 88,830.63	C1	\$ 30,942.36	\$ 30,942.36	T1, D2, C1	\$ 1,080,681.90	\$ 918,279.07	54.06%	45.94%
T1	\$ 831,098.17	\$ 798,506.08	D3	\$ 126,185.00	\$ 126,185.00	C1	\$ 30,942.36	\$ 30,942.36	T1, D3, C1	\$ 988,225.53	\$ 955,633.44	50.84%	49.16%
T1	\$ 831,098.17	\$ 798,506.08	D4	\$ -	\$ 126,185.00	C1	\$ 30,942.36	\$ 30,942.36	T1, D4, C1	\$ 862,040.53	\$ 955,633.44	47.43%	52.57%
T1	\$ 831,098.17	\$ 798,506.08	D5	\$ 126,185.00	\$ -	C1	\$ 30,942.36	\$ 30,942.36	T1, D5, C1	\$ 988,225.53	\$ 829,448.44	54.37%	45.63%
T1	\$ 831,098.17	\$ 798,506.08	D6	\$ -	\$ -	C1	\$ 30,942.36	\$ 30,942.36	T1, D6, C1	\$ 862,040.53	\$ 829,448.44	50.96%	49.04%
T2	\$ 662,522.46	\$ 636,541.18	D1	\$ 92,456.37	\$ 88,830.63	C1	\$ 30,942.36	\$ 30,942.36	T2, D1, C1	\$ 785,921.19	\$ 756,314.17	50.96%	49.04%
T2	\$ 662,522.46	\$ 636,541.18	D2	\$ 218,641.37	\$ 88,830.63	C1	\$ 30,942.36	\$ 30,942.36	T2, D2, C1	\$ 912,106.19	\$ 756,314.17	54.67%	45.33%
T2	\$ 662,522.46	\$ 636,541.18	D3	\$ 126,185.00	\$ 126,185.00	C1	\$ 30,942.36	\$ 30,942.36	T2, D3, C1	\$ 819,649.82	\$ 793,668.54	50.81%	49.19%
T2	\$ 662,522.46	\$ 636,541.18	D4	\$ -	\$ 126,185.00	C1	\$ 30,942.36	\$ 30,942.36	T2, D4, C1	\$ 693,464.82	\$ 793,668.54	46.63%	53.37%
T2	\$ 662,522.46	\$ 636,541.18	D5	\$ 126,185.00	\$ -	C1	\$ 30,942.36	\$ 30,942.36	T2, D5, C1	\$ 819,649.82	\$ 667,483.54	55.12%	44.88%
T2	\$ 662,522.46	\$ 636,541.18	D6	\$ -	\$ -	C1	\$ 30,942.36	\$ 30,942.36	T2, D6, C1	\$ 693,464.82	\$ 667,483.54	50.95%	49.05%
T3	\$ 1,629,604.25	\$ -	D1	\$ 92,456.37	\$ 88,830.63	C1	\$ 30,942.36	\$ 30,942.36	T3, D1, C1	\$ 1,753,002.98	\$ 119,772.99	93.60%	6.40%
T3	\$ 1,629,604.25	\$ -	D2	\$ 218,641.37	\$ 88,830.63	C1	\$ 30,942.36	\$ 30,942.36	T3, D2, C1	\$ 1,879,187.98	\$ 119,772.99	94.01%	5.99%
T3	\$ 1,629,604.25	\$ -	D3	\$ 126,185.00	\$ 126,185.00	C1	\$ 30,942.36	\$ 30,942.36	T3, D3, C1	\$ 1,786,731.61	\$ 157,127.36	91.92%	8.08%
T3	\$ 1,629,604.25	\$ -	D4	\$ -	\$ 126,185.00	C1	\$ 30,942.36	\$ 30,942.36	T3, D4, C1	\$ 1,660,546.61	\$ 157,127.36	91.36%	8.64%
T3	\$ 1,629,604.25	\$ -	D5	\$ 126,185.00	\$ -	C1	\$ 30,942.36	\$ 30,942.36	T3, D5, C1	\$ 1,786,731.61	\$ 30,942.36	98.30%	1.70%
T3	\$ 1,629,604.25	\$ -	D6	\$ -	\$ -	C1	\$ 30,942.36	\$ 30,942.36	T3, D6, C1	\$ 1,660,546.61	\$ 30,942.36	98.17%	1.83%
T1	\$ 831,098.17	\$ 798,506.08	D1	\$ 92,456.37	\$ 88,830.63	C2	\$ 46,722.97	\$ 46,104.12	T1, D1, C2	\$ 970,277.50	\$ 933,440.83	50.97%	49.03%
T1	\$ 831,098.17	\$ 798,506.08	D2	\$ 218,641.37	\$ 88,830.63	C2	\$ 46,722.97	\$ 46,104.12	T1, D2, C2	\$ 1,096,462.50	\$ 933,440.83	54.02%	45.98%
T1	\$ 831,098.17	\$ 798,506.08	D3	\$ 126,185.00	\$ 126,185.00	C2	\$ 46,722.97	\$ 46,104.12	T1, D3, C2	\$ 1,004,006.13	\$ 970,795.20	50.84%	49.16%
T1	\$ 831,098.17	\$ 798,506.08	D4	\$ -	\$ 126,185.00	C2	\$ 46,722.97	\$ 46,104.12	T1, D4, C2	\$ 877,821.13	\$ 970,795.20	47.49%	52.51%
T1	\$ 831,098.17	\$ 798,506.08	D5	\$ 126,185.00	\$ -	C2	\$ 46,722.97	\$ 46,104.12	T1, D5, C2	\$ 1,004,006.13	\$ 844,610.20	54.31%	45.69%
T1	\$ 831,098.17	\$ 798,506.08	D6	\$ -	\$ -	C2	\$ 46,722.97	\$ 46,104.12	T1, D6, C2	\$ 877,821.13	\$ 844,610.20	50.96%	49.04%
T2	\$ 662,522.46	\$ 636,541.18	D1	\$ 92,456.37	\$ 88,830.63	C2	\$ 46,722.97	\$ 46,104.12	T2, D1, C2	\$ 801,701.79	\$ 771,475.93	50.96%	49.04%
T2	\$ 662,522.46	\$ 636,541.18	D2	\$ 218,641.37	\$ 88,830.63	C2	\$ 46,722.97	\$ 46,104.12	T2, D2, C2	\$ 927,886.79	\$ 771,475.93	54.60%	45.40%
T2	\$ 662,522.46	\$ 636,541.18	D3	\$ 126,185.00	\$ 126,185.00	C2	\$ 46,722.97	\$ 46,104.12	T2, D3, C2	\$ 835,430.42	\$ 808,830.30	50.81%	49.19%
T2	\$ 662,522.46	\$ 636,541.18	D4	\$ -	\$ 126,185.00	C2	\$ 46,722.97	\$ 46,104.12	T2, D4, C2	\$ 709,245.42	\$ 808,830.30	46.72%	53.28%
T2	\$ 662,522.46	\$ 636,541.18	D5	\$ 126,185.00	\$ -	C2	\$ 46,722.97	\$ 46,104.12	T2, D5, C2	\$ 835,430.42	\$ 682,645.30	55.03%	44.97%
T2	\$ 662,522.46	\$ 636,541.18	D6	\$ -	\$ -	C2	\$ 46,722.97	\$ 46,104.12	T2, D6, C2	\$ 709,245.42	\$ 682,645.30	50.96%	49.04%
T3	\$ 1,629,604.25	\$ -	D1	\$ 92,456.37	\$ 88,830.63	C2	\$ 46,722.97	\$ 46,104.12	T3, D1, C2	\$ 1,768,783.59	\$ 134,934.75	92.91%	7.09%
T3	\$ 1,629,604.25	\$ -	D2	\$ 218,641.37	\$ 88,830.63	C2	\$ 46,722.97	\$ 46,104.12	T3, D2, C2	\$ 1,894,968.59	\$ 134,934.75	93.35%	6.65%
T3	\$ 1,629,604.25	\$ -	D3	\$ 126,185.00	\$ 126,185.00	C2	\$ 46,722.97	\$ 46,104.12	T3, D3, C2	\$ 1,802,512.22	\$ 172,289.12	91.28%	8.72%
T3	\$ 1,629,604.25	\$ -	D4	\$ -	\$ 126,185.00	C2	\$ 46,722.97	\$ 46,104.12	T3, D4, C2	\$ 1,676,327.22	\$ 172,289.12	90.68%	9.32%
T3	\$ 1,629,604.25	\$ -	D5	\$ 126,185.00	\$ -	C2	\$ 46,722.97	\$ 46,104.12	T3, D5, C2	\$ 1,802,512.22	\$ 46,104.12	97.51%	2.49%
T3	\$ 1,629,604.25	\$ -	D6	\$ -	\$ -	C2	\$ 46,722.97	\$ 46,104.12	T3, D6, C2	\$ 1,676,327.22	\$ 46,104.12	97.32%	2.68%

Exhibit A4

Potential Facilities Combinations and Parties Aggregated Percentage Share

Potential Facility Combinations	IFP Weighted Percentage	PacifiCorp Weighted Percentage
T1, D1, C1	50.97%	49.03%
T1, D2, C1	54.06%	45.94%
T1, D3, C1	50.84%	49.16%
T1, D4, C1	47.43%	52.57%
T1, D5, C1	54.37%	45.63%
T1, D6, C1	50.96%	49.04%
T2, D1, C1	50.96%	49.04%
T2, D2, C1	54.67%	45.33%
T2, D3, C1	50.81%	49.19%
T2, D4, C1	46.63%	53.37%
T2, D5, C1	55.12%	44.88%
T2, D6, C1	50.95%	49.05%
T3, D1, C1	93.60%	6.40%
T3, D2, C1	94.01%	5.99%
T3, D3, C1	91.92%	8.08%
T3, D4, C1	91.36%	8.64%
T3, D5, C1	98.30%	1.70%
T3, D6, C1	98.17%	1.83%
T1, D1, C2	50.97%	49.03%
T1, D2, C2	54.02%	45.98%
T1, D3, C2	50.84%	49.16%
T1, D4, C2	47.49%	52.51%
T1, D5, C2	54.31%	45.69%
T1, D6, C2	50.96%	49.04%
T2, D1, C2	50.96%	49.04%
T2, D2, C2	54.60%	45.40%
T2, D3, C2	50.81%	49.19%
T2, D4, C2	46.72%	53.28%
T2, D5, C2	55.03%	44.97%
T2, D6, C2	50.96%	49.04%
T3, D1, C2	92.91%	7.09%
T3, D2, C2	93.35%	6.65%
T3, D3, C2	91.28%	8.72%
T3, D4, C2	90.68%	9.32%
T3, D5, C2	97.51%	2.49%
T3, D6, C2	97.32%	2.68%

Exhibit B1

Estimated Facility Cost Allocations

Line Section - Description	Section Length	Total Estimated Cost	Facility Combination	IFP Percentage	IFP Estimated Share	PacifiCorp Percentage	PacifiCorp Estimated Share
Section 010 - Sugarmill Substation (Separate Agreement)	N/A	-	N/A	51.00%	-	49.00%	-
Section 100 - Sugarmill - Lincoln & Hitt	0.50	\$ 1,888,556.58	T1, D1, C2	50.97%	\$ 962,549.93	49.03%	\$ 926,006.64
Section 110 - Lincoln & Hitt - approx. 1930 Lincoln Road	0.50	\$ 1,668,420.36	T2, D2, C1	54.67%	\$ 912,106.19	45.33%	\$ 756,314.17
Section 120 - approx. 1930 Lincoln Road - South Steele Pivot	1.50	\$ 1,613,318.36	T2, D3, C1	50.81%	\$ 819,649.82	49.19%	\$ 793,668.54
Section 130 - South Steele Pivot - Telford Road	0.75	\$ 1,613,318.36	T2, D3, C1	50.81%	\$ 819,649.82	49.19%	\$ 793,668.54
Section 140 - Telford Road - Highway 20 Crossing	2.30	\$ 1,360,948.36	T2, D6, C1	50.95%	\$ 693,464.82	49.05%	\$ 667,483.54
Section 150 - Highway 20 Crossing - Lewisville Highway	2.40	\$ 1,487,133.36	T2, D4, C1	46.63%	\$ 693,464.82	53.37%	\$ 793,668.54
Section 160 - Lewisville Highway - Snake River Crossing	1.25	\$ 1,487,133.36	T2, D4, C1	46.63%	\$ 693,464.82	53.37%	\$ 793,668.54
Section 170 - Snake River Crossing - River Road	0.35	\$ 1,360,948.36	T2, D6, C1	50.95%	\$ 693,464.82	49.05%	\$ 667,483.54
Section 180 - River Road - River Road Crossing	1.00	\$ 1,542,235.36	T2, D1, C1	50.96%	\$ 785,921.19	49.04%	\$ 756,314.17
Section 190 - River Road Crossing - 65th N.	0.60	\$ 1,487,133.36	T2, D5, C1	55.12%	\$ 819,649.82	44.88%	\$ 667,483.54
Section 210 - 65th N. - Paine Substation	0.45	\$ 1,817,673.97	T3, D5, C1	98.30%	\$ 1,786,731.61	1.70%	\$ 30,942.36
Total Mileage	11.60	\$ 17,326,819.79		55.87%	\$ 9,680,117.63	44.13%	\$ 7,646,702.15

IFP Aggregated Estimated Cost: \$ 9,680,117.63

IFP Aggregated Share: 55.87%

PacifiCorp Aggregated Estimated Cost: \$ 7,646,702.15

PacifiCorp Aggregated Share: 44.13%

Exhibit B2

Estimated Rights of Way Cost Allocations

Line Section - Description	Section Length	Total Estimated Cost	IFP Percentage	IFP Estimated Share	PacifiCorp Percentage	PacifiCorp Estimated Share
Section 010 - Sugarmill Substation (Separate Agreement)	N/A	\$ -	51.00%	\$ -	49.00%	\$ -
Section 100 - Sugarmill - Lincoln & Hitt	0.50	\$ 100,000.00	51.00%	\$ 51,000.00	49.00%	\$ 49,000.00
Section 110 - Lincoln & Hitt - approx. 1930 Lincoln Road	0.50	\$ 100,000.00	51.00%	\$ 51,000.00	49.00%	\$ 49,000.00
Section 120 - approx. 1930 Lincoln Road - South Steele Pivot	1.50	\$ 100,000.00	51.00%	\$ 51,000.00	49.00%	\$ 49,000.00
Section 130 - South Steele Pivot - Telford Road	0.75	\$ 100,000.00	51.00%	\$ 51,000.00	49.00%	\$ 49,000.00
Section 140 - Telford Road - Highway 20 Crossing	2.30	\$ 100,000.00	51.00%	\$ 51,000.00	49.00%	\$ 49,000.00
Section 150 - Highway 20 Crossing - Lewisville Highway	2.40	\$ 100,000.00	51.00%	\$ 51,000.00	49.00%	\$ 49,000.00
Section 160 - Lewisville Highway - Snake River Crossing	1.25	\$ 100,000.00	51.00%	\$ 51,000.00	49.00%	\$ 49,000.00
Section 170 - Snake River Crossing - River Road	0.35	\$ 100,000.00	51.00%	\$ 51,000.00	49.00%	\$ 49,000.00
Section 180 - River Road - River Road Crossing	1.00	\$ 100,000.00	51.00%	\$ 51,000.00	49.00%	\$ 49,000.00
Section 190 - River Road Crossing - 65th N.	0.60	\$ 100,000.00	51.00%	\$ 51,000.00	49.00%	\$ 49,000.00
Section 210 - 65th N. - Paine Substation (RMP OPGW Attachment Only)	0.45	\$ 100,000.00	100.00%	\$ 100,000.00	0.00%	\$ -
Total	11.60	\$ 1,100,000.00	55.45%	\$ 610,000.00	44.55%	\$ 490,000.00

IFP Aggregated Share Sections 100 - 190:	51.00%
PacifiCorp Aggregated Share Sections 100 - 190:	49.00%

IFP Share Section 210:	100%
PacifiCorp Share Section 210:	0%

The total estimated costs are placeholders and don't represent what the Parties expect the costs to be. The costs will be tracked and appropriated by section as shown in this example. Each Party will pay the actual appropriated cost pursuant to the allocations shown above.

IFP will apportion, or otherwise provide, sufficient rights for PacifiCorp to attach, operate, and maintain its communication line in section 210.

Example Cost Tracking Structure

Level One	TZPR/2017/C/010/B
Level Two	Sugarmill Substation
Level Three	Capital Work
Level Three	ROW
Level Three	Communications
Level Two	Sugarmill - Rigby Tap
Level Three	Capital Facilities Work
Level Three	ROW
Level Three	Communications
Level Two	Rigby Tap - 65th
Level Three	Capital Facilities Work
Level Three	ROW
Level Three	Communications
Level Two	65th - Paine Substation
Level Three	Capital Facilities Work
Level Three	ROW
Level Three	Communications

Exhibit C2

Example PacifiCorp Monthly Cost Report



Category	CE Desc	Material Desc	Vendor Desc	Qty	Amount	
Material Components	Breakers & Switches			28	\$16,126.05	
	Insulators			197	\$3,492.74	
	Conductor			30332	\$36,126.69	
	Uniform / Safety Eqp			4	\$26.44	
	Meter/Relay,I&C Part			0		
			INDICATOR,FAULT,ELB MTG,TEST PT,400A TR^		2	\$180.88
			PADVAULT,METERING,THREEPHASE,200A,5X7		0	\$2,812.29
	Electronic Supplies			3	\$19.23	
	Oth Elect Equip/Supp			3424	\$14,686.78	
	Fasteners			815	\$885.59	
	Undgrnd Mat-Elec			39	\$3,820.25	
	Tools			6	\$122.19	
	Transformers			0	\$5,349.34	
			XFMR,PAD,1PH,25,7.2,240/120,NT		1	\$1,207.49
			XFMR,POLE,10,7.2,120/240,NT,ARR		2	\$1,027.02
			XFMR,POLE,25,7.2,120/240,NT, ARR		1	\$726.24
	Misc M&S			177	\$23,660.32	
	Poleline Hardware			589	\$7,288.64	
	Wood Products			27	\$5,080.69	
	Material Components Total				35647	\$122,638.87
Internal Labor	Journeyman			18.327	\$1,263.35	
	Estimator			177	\$23,152.40	
Internal Labor Total				195.327	\$24,415.75	
AFUDC Total				0	\$1,526.72	
Surcharge/Overheads	Construction Overhea			0	\$36,760.84	
Surcharge/Overheads Total				0	\$36,760.84	
Utilities/Other Serv	Stores Exp Distribut			0	\$3,448.91	
Utilities/Other Serv Total				0	\$3,448.91	
Grand Total				35842.327	\$188,791.09	

188,791.09

Exhibit C3
Example IFP Monthly Cost Report



Controllers Office
Attn. : David M. Smith
308 Constitution Way
Idaho Falls, ID 83402

INVOICE
#2

Rocky Mountain Power
Jeff Howcroft
1407 W. North Temple, Ste. 230
Salt Lake City, UT 84116

Project
161 KV Sugarmill-Paine Transmission

Invoice Date

Section/Job	RMP	Materials	Labor	Other	ROW	Comm	Total
Overall Project	44.13%	-	-	1,765.20	-	-	1,765.20
010 Sugarmill Substation	49.00%	73,500.00	19,600.00	-	-	-	93,100.00
100 Sugarmill-Lincoln & Hitt	44.13%	-	-	-	-	-	-
110 Lincoln & Hitt-1930 Lincoln	44.13%	55,162.50	22,065.00	-	-	-	77,227.50
120 1930 Lincoln-South Steele Pivot	44.13%	22,065.00	-	-	-	-	22,065.00
130 South Steele Pivot-Telford	44.13%	-	882.60	-	-	-	882.60
140 Telford-Hwy 20 Crossing	44.13%	-	-	-	-	-	-
150 Hwy 20 Crossing-Lewisville Hwy	44.13%	-	-	-	-	-	-
160 Lewisville Hwy-Snake River	44.13%	44,130.00	28,684.50	-	-	-	72,814.50
170 Snake River-River Rd	44.13%	-	-	-	-	-	-
180 River Rd-River Rd Crossing	44.13%	-	-	-	-	-	-
190 River Rd Crossing-65th N	44.13%	-	-	-	-	-	-
210 65th N-Paine Substation	44.13%	-	-	-	-	-	-
		194,857.50	71,232.10	1,765.20	-	-	267,854.80

Summary of IF Power Uses

161 KV Sugarmill-Paine Transmission Project
 IF Power Work Order #
 Rocky Mountain Power Project #

Section	Split	Current Month										Invoice Billing		
		Material	Contractor Labor	Other	Material	Internal Labor	Other	ROW	Comm	Total	Invoice Billing			
Overall Project	55.87/44.13	-	-	-	-	-	4,000.00	-	-	-	-	-	4,000.00	1,765.20
010 Sugarmill Substation	51.00/49.00	150,000.00	40,000.00	-	-	-	-	-	-	-	-	-	190,000.00	93,100.00
100 Sugarmill-Lincoln & Hitt	55.87/44.13	-	-	-	-	-	-	-	-	-	-	-	-	-
110 Lincoln & Hitt-1930 Lincoln	55.87/44.13	125,000.00	50,000.00	-	-	-	-	-	-	-	-	-	175,000.00	77,227.50
120 1930 Lincoln-South Steele Piv	55.87/44.13	50,000.00	-	-	-	-	-	-	-	-	-	-	50,000.00	22,065.00
130 South Steele Pivot-Telford	55.87/44.13	-	2,000.00	-	-	-	-	-	-	-	-	-	2,000.00	882.60
140 Telford-Hwy 20 Crossing	55.87/44.13	-	-	-	-	-	-	-	-	-	-	-	-	-
150 Hwy 20 Crossing-Lewisville H	55.87/44.13	-	-	-	-	-	-	-	-	-	-	-	-	-
160 Lewisville Hwy-Snake River	55.87/44.13	100,000.00	65,000.00	-	-	-	-	-	-	-	-	-	165,000.00	72,814.50
170 Snake River-River Rd	55.87/44.13	-	-	-	-	-	-	-	-	-	-	-	-	-
180 River Rd-River Rd Crossing	55.87/44.13	-	-	-	-	-	-	-	-	-	-	-	-	-
190 River Rd Crossing-65th N	55.87/44.13	-	-	-	-	-	-	-	-	-	-	-	-	-
210 65th N-Paine Substation	55.87/44.13	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		425,000.00	157,000.00	-	-	-	4,000.00	-	-	-	-	-	586,000.00	267,854.80
Split	51.00/49.00	150,000.00	40,000.00	-	-	-	-	-	-	-	-	-	190,000.00	93,100.00
Split	55.87/44.13	275,000.00	117,000.00	-	-	-	4,000.00	-	-	-	-	-	396,000.00	174,754.80
		425,000.00	157,000.00	-	-	-	4,000.00	-	-	-	-	-	586,000.00	267,854.80
Due IF Power from Pacifcorp	51.00/49.00												93,100.00	
Due IF Power from Pacifcorp	55.87/44.13												174,754.80	
Due IF Power from Pacifcorp													267,854.80	

Summary of IF Power Uses

161 KV Sugarmill-Paine Transmission Project
 IF Power Work Order #
 Rocky Mountain Power Project #

Section	Split	Project to Date									
		Material	Contractor Labor	Other	Material	Internal Labor	Other	ROW	Comm	Total	
Overall Project	55.87/44.13			50,000.00	20,000.00	3,500,000.00	4,000.00	1,100,000.00	-	4,674,000.00	
010 Sugarmill Substation	51.00/49.00	300,000.00	50,000.00							350,000.00	
100 Sugarmill-Lincoln & Hitt	55.87/44.13									-	
110 Lincoln & Hitt-1930 Lincoln	55.87/44.13	250,000.00	50,000.00							300,000.00	
120 1930 Lincoln-South Steele Piv	55.87/44.13	100,000.00								100,000.00	
130 South Steele Pivot-Telford	55.87/44.13	35,000.00	2,000.00							37,000.00	
140 Telford-Hwy 20 Crossing	55.87/44.13									-	
150 Hwy 20 Crossing-Lewisville H	55.87/44.13									-	
160 Lewisville Hwy-Snake River	55.87/44.13	100,000.00	75,000.00							175,000.00	
170 Snake River-River Rd	55.87/44.13									-	
180 River Rd-River Rd Crossing	55.87/44.13									-	
190 River Rd Crossing-65th N	55.87/44.13									-	
210 65th N-Paine Substation	55.87/44.13									-	
Total		785,000.00	177,000.00	50,000.00	20,000.00	3,500,000.00	4,000.00	1,100,000.00	-	5,636,000.00	
Split	51.00/49.00	300,000.00	50,000.00	-	-	-	-	-	-	350,000.00	
Split	55.87/44.13	485,000.00	127,000.00	50,000.00	20,000.00	3,500,000.00	4,000.00	1,100,000.00	-	5,286,000.00	
		785,000.00	177,000.00	50,000.00	20,000.00	3,500,000.00	4,000.00	1,100,000.00	-	5,636,000.00	
Due IF Power from PacifiCorp	51.00/49.00									171,500.00	
Due IF Power from PacifiCorp	55.87/44.13									2,332,711.80	
Due IF Power from PacifiCorp										2,504,211.80	

Status of Project

161 KV Sugarmill-Paine Transmission Project

IF Power Work Order #

Rocky Mountain Power Project #

Section	Original Estimate	Change Orders	New Estimate	Cost To Date	Remaining Cost	Percent Complete
Overall Project	5,000,000		5,000,000	4,674,000	326,000	93.48%
010 Sugarmill Substation	15,000,000		15,000,000	350,000	14,650,000	2.33%
100 Sugarmill-Lincoln & Hitt	1,888,557		1,888,557	-	1,888,557	0.00%
110 Lincoln & Hitt-1930 Lincoln	1,668,420		1,668,420	300,000	1,368,420	17.98%
120 1930 Lincoln-South Steele Pivot	1,613,318		1,613,318	100,000	1,513,318	6.20%
130 South Steele Pivot-Telford	1,613,318		1,613,318	37,000	1,576,318	2.29%
140 Telford-Hwy 20 Crossing	1,360,948		1,360,948	-	1,360,948	0.00%
150 Hwy 20 Crossing-Lewisville Hwy	1,487,133		1,487,133	-	1,487,133	0.00%
160 Lewisville Hwy-Snake River	1,487,133		1,487,133	175,000	1,312,133	11.77%
170 Snake River-River Rd	1,360,948		1,360,948	-	1,360,948	0.00%
180 River Rd-River Rd Crossing	1,542,235		1,542,235	-	1,542,235	0.00%
190 River Rd Crossing-65th N	1,487,133		1,487,133	-	1,487,133	0.00%
210 65th N-Paine Substation	1,817,674		1,817,674	-	1,817,674	0.00%
	<u>37,326,820</u>	-	<u>37,326,820</u>	<u>5,636,000</u>	<u>31,690,820</u>	<u>15.10%</u>

IF Power Share

Rocky Mountain Power Share

3,131,788

2,504,212

5,636,000

Billed to Rocky Mountain Power

Paid to Date

Due from Rocky Mountain Power

2,504,212

(2,236,357)

267,855

Exhibit C4

Example Calculation of Monthly and Final Cost Allocations and True Up

STEP 1 - SUMMARY OF USES

Sugarmill - Paine Tap & Paine Tap Line:		
Facilities Costs (FC):		
FC expended by IFP:	\$	15,438,263.21
FC expended by PacifiCorp:	\$	1,888,556.58
Total FC:	\$	17,326,819.79
Property Rights Acquisition Costs (PRAC):		
Total PRAC expended by IFP:	\$	600,000.00
PRAC expended by IFP Sections 100-190:	\$	500,000.00
PRAC expended by IFP Section 210:	\$	100,000.00
PRAC expended by PacifiCorp:	\$	220,000.00
Total PRAC:	\$	820,000.00
Total Costs Expended:	\$	18,146,819.79
IFP Funds Expended:		
FC expended by IFP:	\$	15,438,263.21
Total PRAC expended by IFP:	\$	600,000.00
Total IFP Expended:	\$	16,038,263.21
PacifiCorp Funds Expended:		
FC expended by PacifiCorp:	\$	1,888,556.58
PRAC expended by PacifiCorp:	\$	220,000.00
Total PacifiCorp Pre-surcharge Costs Expended:	\$	2,108,556.58
Total Costs Expended:	\$	18,146,819.79

Exhibit C4

STEP 2 - ALLOCATION OF COSTS

Sugarmill - Paine Tap & Paine Tap Line FC Allocation Calculation:		
IFP FC Share:		55.87%
IFP FC Allocation:	\$	9,680,117.63
PacifiCorp FC Share:		44.13%
PacifiCorp FC Allocation:	\$	7,646,702.15
Total FC:	\$	17,326,819.79
Sugarmill - Paine Tap & Paine Tap Line PRAC Allocation Calculation:		
IFP Aggregated Share Sections 100 - 190:		51.00%
IFP Sections 100-190 FC Allocation:	\$	367,200.00
PacifiCorp Aggregated Share Sections 100 - 190:		49.00%
PacifiCorp Sections 100-190 FC Allocation:	\$	352,800.00
IFP Share Section 210:		100%
IFP Section 210 FC Allocation:	\$	100,000.00
Total PRAC:	\$	820,000.00
PRAC Sections 100 - 190:	\$	720,000.00
IFP Cost Allocation (Dollars):	\$	10,147,317.63
PacifiCorp Cost Allocation (Dollars):	\$	7,999,502.15

Exhibit C4

STEP 3 - MONTHLY & FINAL ALLOCATION OF FUNDING SOURCES

Cost True Up		
Total IFP Cost Responsibility:		\$ 10,147,317.63
	<i>minus</i>	
Total IFP Expended:		\$ 16,038,263.21
	<i>equals</i>	
PacifiCorp to IFP:		\$ 5,890,945.58
	<i>or</i>	
IFP to PacifiCorp:		-

EXHIBIT D-1 TO
PROCUREMENT AND CONSTRUCTION AGREEMENT

BILL OF SALE

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, PACIFICORP, an Oregon corporation, as Transferor, hereby transfers, grants, conveys, sells, bargains and delivers to the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho d/b/a IDAHO FALLS POWER, as Transferee, all of its right, title and interest in and to the facilities identified in *Exhibit A* attached hereto (collectively, the "IFP Facilities").

The IFP Facilities are transferred, granted, conveyed, sold, bargained and delivered to Transferee pursuant to that certain Procurement and Construction Agreement for 161kV Sugarmill-Paine Transmission Project between Transferor and Transferee dated _____.

DATED this ____ day of _____, 20____.

PACIFICORP, an Oregon corporation

By: _____
Print name: _____
Title: _____

The CITY OF IDAHO FALLS, IDAHO, a
municipal corporation of the State of Idaho
d/b/a IDAHO FALLS POWER

By: _____
Print name: _____
Title: _____

EXHIBIT A TO BILL OF SALE

Description of IFP Facilities

EXHIBIT D-2 TO
PROCUREMENT AND CONSTRUCTION AGREEMENT

BILL OF SALE

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho d/b/a IDAHO FALLS POWER, as Transferor, hereby transfers, grants, conveys, sells, bargains and delivers to PACIFICORP, an Oregon corporation, as Transferee, all of its right, title and interest in and to the facilities identified in *Exhibit A* attached hereto (collectively, the "PacifiCorp Facilities").

The PacifiCorp Facilities are transferred, granted, conveyed, sold, bargained and delivered to Transferee pursuant to that certain Procurement and Construction Agreement for 161kV Sugarmill-Paine Transmission Project between Transferor and Transferee dated _____.

DATED this ____ day of _____, 20____.

The CITY OF IDAHO FALLS, IDAHO, a
municipal corporation of the State of Idaho
d/b/a IDAHO FALLS POWER

By: _____
Print name: _____
Title: _____

PACIFICORP, an Oregon corporation

By: _____
Print name: _____
Title: _____

EXHIBIT A TO BILL OF SALE

Description of RMP Facilities

EXHIBIT E-1 TO
PROCUREMENT AND CONSTRUCTION AGREEMENT

WHEN RECORDED RETURN TO:

The City of Idaho Falls, Idaho
d/b/a Idaho Falls Power

Project Name: _____

RW# _____

APPORTIONMENT AND PARTIAL ASSIGNMENT OF
EASEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PACIFICORP, an Oregon corporation (“Assignor”), does hereby apportion, assign, convey and transfer to the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho d/b/a IDAHO FALLS POWER (“Assignee”), a portion of Assignor’s rights, title and interest under that certain “[title of easement document]” dated _____ between _____, whose address is _____ as grantor, and Assignor as grantee, and recorded as Bonneville County Instrument No. _____ (the “Easement,” a copy of which is attached hereto as *Exhibit A*), as more specifically set forth below.

The portion of the Easement assigned to Assignee is that portion that is necessary or convenient for Assignee to construct, reconstruct, operate, maintain, repair, replace, enlarge and remove Assignee’s electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation supporting towers, poles, props, guys and anchors, including guys and anchors outside the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets on, over or under the surface of the subject property in Bonneville County, Idaho.

Assignor expressly reserves unto itself those Easement rights necessary or convenient for Assignor to construct, reconstruct, operate, maintain, repair, replace, enlarge and remove Assignor’s electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation supporting towers, poles, props, guys and anchors, including guys and anchors outside the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets on, over or under the surface of the subject property in Bonneville County, Idaho.

This Apportionment and Partial Assignment of Easement shall run with the land. The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

DATED this ____ day of _____, 20__.

PACIFICORP, an Oregon corporation

By: _____
Print name: _____
Title: _____

STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 20__, personally appeared before me _____, who being by me duly sworn did acknowledge that he/she executed the foregoing instrument in his/her official capacity as _____ of PACIFICORP, an Oregon corporation, for the purposes stated therein.

Notary Public

EXHIBIT A TO
APPORTIONMENT AND PARTIAL ASSIGNMENT OF EASEMENT

Copy of Easement

EXHIBIT E-2 TO
PROCUREMENT AND CONSTRUCTION AGREEMENT

WHEN RECORDED RETURN TO:

Rocky Mountain Power
Attn: Property Department
1407 West North Temple, Suite 110
Salt Lake City, UT 84116

Project Name: _____
RW# _____

APPORTIONMENT AND PARTIAL ASSIGNMENT OF
EASEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho d/b/a IDAHO FALLS POWER (“Assignor”), does hereby apportion, assign, convey and transfer to PACIFICORP, an Oregon corporation (“Assignee”), a portion of Assignor’s rights, title and interest under that certain “[title of easement document]” dated _____ between _____, whose address is _____ as grantor, and Assignor as grantee, and recorded as Bonneville County Instrument No. _____ (the “Easement,” a copy of which is attached hereto as *Exhibit A*), as more specifically set forth below.

The portion of the Easement assigned to Assignee is that portion that is necessary or convenient for Assignee to construct, reconstruct, operate, maintain, repair, replace, enlarge and remove Assignee’s electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation supporting towers, poles, props, guys and anchors, including guys and anchors outside the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets on, over or under the surface of the subject property in Bonneville County, Idaho.

Assignor expressly reserves unto itself those Easement rights necessary or convenient for Assignor to construct, reconstruct, operate, maintain, repair, replace, enlarge and remove Assignor’s electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation supporting towers, poles, props, guys and anchors, including guys and anchors outside the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets on, over or under the surface of the subject property in Bonneville County, Idaho.

This Apportionment and Partial Assignment of Easement shall run with the land. The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

DATED this ____ day of _____, 20__.

The CITY OF IDAHO FALLS, IDAHO
a municipal corporation of the State of Idaho
d/b/a Idaho Falls Power

ATTEST:

City Recorder

By: _____
Print name: _____
Title: _____

STATE OF IDAHO)
 :ss.
COUNTY OF BONNEVILLE)

On this ____ day of _____, 20__, personally appeared before me _____, who being by me duly sworn did acknowledge that he/she executed the foregoing instrument in his/her official capacity as _____ of the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho d/b/a Idaho Falls Power, for the purposes stated therein.

Notary Public

EXHIBIT A TO
APPORTIONMENT AND PARTIAL ASSIGNMENT OF EASEMENT

Copy of Easement



MEMORANDUM

FROM: Randall D. Fife
DATE: Monday, March 30, 2020
RE: Rescission of City Code 5-4-9, Distracted Driving

Council Action Desired

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

Approve the Ordinance rescinding Idaho Falls City Code Section 5-4-9 under suspension of the rules requiring three complete and separate readings and request that it be read by title only and published by summary (or consider the Ordinance on the first reading and that it be read by title or reject the Ordinance).

Description, Background Information & Purpose

In order to preserve the safety of its citizens and visitors, on October 11, 2018, the Council passed the “Distracted Driving” Ordinance 3221 (Idaho Falls City Code (IFCC) 5-4-9), pursuant to authority granted to the City by Idaho Code 49-208(1)(t). Ordinance 3221 was a temporary regulation necessary to cover the special condition of driving while using a mobile electronic device in the absence of a State-wide regulation and was to be reviewed on or before October 1, 2021. Now that the State has amended Idaho Code 49-1401A, effective July 1, 2020, to address distracted driving State-wide, IFCC Section 5-4-9 is not needed after that date.

Relevant PBB Results & Department Strategic Plan

							
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The rescission of the distracted driving ordinance supports good governance community oriented results by synching City safety efforts with those of the State.

Interdepartmental Coordination

Municipal services, legal, and the Mayor’s office coordinated the development of this Ordinance.

Fiscal Impact

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

Legal Review

The Legal Department drafted this Ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, RESCINDING TITLE 4, CHAPTER 4, SECTION 9 IN ITS ENTIRETY ON JUNE 30, 2020; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, On October 11, 2018, the Council passed Ordinance No. 3221 to amend the Code to prohibit distracted driving caused by the use of handheld portable devices (like cell phones) within City limits; and

WHEREAS, the Ordinance was adopted and enforced as a reasonable exercise of municipal police powers granted to the City pursuant to Idaho Code Title 50, Chapter 3, and as a temporary regulation necessary to cover the special condition of driving while using a mobile electronic device in the absence of a State-wide regulation of the same; and

WHEREAS, the Ordinance was necessary because, at the time of its passage, there was no State-wide prohibition of cell phone use while driving; and

WHEREAS, the City's Ordinance was effective and useful; and

WHEREAS, the State legislature has now passed House Bill 614, which addresses safety concerns that the Council had when passing what is current Idaho Falls City Code Section 5-4-9; and

WHEREAS, House Bill 614, amended the Idaho Code by adding new language at Idaho Code Section 49-1401A, and is effective July 1, 2020; and

WHEREAS, now that IFCC 5-4-9 has served its purpose in protecting City residents and visitors, the Council now desires to rescind it to coordinate with the effective date of HB 614; and

WHEREAS, the Council intends by this Ordinance to rescind IFCC 5-4-9 at 11:59 p.m., local time June 30, 2020.

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

SECTION 1. Title 5, Chapter 4, Section 9 of the City Code of the City of Idaho Falls, Idaho, is hereby rescinded in its entirety.

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

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

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

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication at 11:59 p.m. June 30, 2020.

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

CITY OF IDAHO FALLS, IDAHO

REBECCA L. NOAH CASPER, MAYOR

ATTEST:

KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, RESCINDING TITLE 4, CHAPTER 4, SECTION 9 IN ITS ENTIRETY ON JUNE 30, 2020; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

(SEAL)

KATHY HAMPTON, CITY CLERK



MEMORANDUM

FROM: Michael Kirkham
DATE: Monday, March 30, 2020
RE: Alcohol License Variance

Council Action Desired

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

Conduct a variance hearing for Franklin’s Famous Cheesesteak Co., 170 Elm Street, to sell or dispense alcohol within three hundred (300) feet of a public school, church, or other house of worship (or take other action deemed appropriate).

Description, Background Information & Purpose

City Code §§ 4-3-7(A)-(B) and 4-4-7(A)-(B) prohibits alcohol licenses from issuing to any business which is within three hundred (300) feet of public schools, churches, and other places of worship. The applicant’s business falls within three hundred (300) feet of the Trinity Methodist Church and Alturas Academy.

City Code §§ 4-3-7(D) and 4-4-7(D) permit an applicant to request a variance to the location restriction. The applicant in this case has so requested and Council is now required to hold a hearing to determine whether there is good cause to grant the variance. Upon conclusion of the hearing, the Council will be called upon to render a decision whether to grant the variance.

Relevant PBB Results & Department Strategic Plan

- 
- 
- 
- 
- 
- 
- 
- 

This action supports the City’s Good Governance result.

Interdepartmental Coordination

Municipal services and the City Attorney's office coordinated to ensure the City Code's advertisement and other procedural requirements were followed for noticing this hearing.

Fiscal Impact

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

Legal Review

The Legal Department drafted this memo.

To Whom it may concern:

I/We the undersigned do affirm that I/We have the authority to consent to waive the following Idaho State Statutes in regard to the proximity of Franklin's Famous Cheesesteak Company, a restaurant located at 170 Elm St. Idaho Falls, ID. 83402, to the Trinity United Methodist Church located at 237 Water Ave. Idaho Falls, ID. 83402.

TITLE 23
ALCOHOLIC BEVERAGES
CHAPTER 10

BEER,

23-1011B. BARS OR TAVERNS NOT ALLOWED NEAR CHURCHES OR SCHOOLS - EXCEPTIONS. No license shall be issued for any place where beer is sold or dispensed to be consumed on the premises, whether conducted for pleasure or profit, that is within three hundred (300) feet of any public school, church, or any other place of worship measured in a straight line to the nearest entrance to the licensed premises, except with the approval of the governing body of the municipality; provided that this limitation shall not apply to any duly licensed premises that at the time of licensing did not come within the restricted area but subsequent to licensing came therein.

CHAPTER 13

COUNTY OPTION KITCHEN AND TABLE WINE ACT

23-1307A. WINE BY THE DRINK ESTABLISHMENT NOT ALLOWED NEAR CHURCHES OR SCHOOLS - EXCEPTIONS. No wine by the drink license shall be issued for any place, where wine is sold or dispensed to be consumed on the premises, whether conducted for pleasure or profit, that is within three hundred (300) feet of any public school, church, or any other place of worship measured in a straight line to the nearest entrance to the licensed premises, except (that) with the approval of the governing body of the municipality; provided that this limitation shall not apply to any duly licensed premises that at the time of licensing did not come within the restricted area, but subsequent to licensing came therein.

Rev. Ruth Marsh-Pastor

Date:

Rev. Ruth Marsh

2-18-2020 RECEIVED
FEB 24 2020

IDAHO STATE BOARD OF
ALCOHOL BEVERAGE CONTROL

To Whom it may concern:

I/We the undersigned do affirm that I/We have the authority to consent to waive the following Idaho State Statutes in regard to the proximity of Franklin's Famous Cheesesteak Company, a restaurant located at 170 Elm St. Idaho Falls, ID. 83402, to the Alturas International Academy Charter School located at 151 N. Ridge Ave. Idaho Falls, ID. 83402.

TITLE 23
ALCOHOLIC BEVERAGES
CHAPTER 10
BEER

23-1011B. BARS OR TAVERNS NOT ALLOWED NEAR CHURCHES OR SCHOOLS - EXCEPTIONS. No license shall be issued for any place where beer is sold or dispensed to be consumed on the premises, whether conducted for pleasure or profit, that is within three hundred (300) feet of any public school, church, or any other place of worship measured in a straight line to the nearest entrance to the licensed premises, except with the approval of the governing body of the municipality; provided that this limitation shall not apply to any duly licensed premises that at the time of licensing did not come within the restricted area but subsequent to licensing came therein.

CHAPTER 13
COUNTY OPTION KITCHEN AND TABLE WINE ACT

23-1307A. WINE BY THE DRINK ESTABLISHMENT NOT ALLOWED NEAR CHURCHES OR SCHOOLS - EXCEPTIONS. No wine by the drink license shall be issued for any place, where wine is sold or dispensed to be consumed on the premises, whether conducted for pleasure or profit, that is within three hundred (300) feet of any public school, church, or any other place of worship measured in a straight line to the nearest entrance to the licensed premises, except (that) with the approval of the governing body of the municipality; provided that this limitation shall not apply to any duly licensed premises that at the time of licensing did not come within the restricted area, but subsequent to licensing came therein.

Michelle Ball-Executive Director:


Brian Bingham-Principal:



Date:

Date:

2/18/2020
RECEIVED
FEB 24 2020

IDAHO STATE GOV
ALCOHOL BEV



MEMORANDUM

FROM: Brad Cramer, Community Development Services Director

DATE: Thursday, April 2, 2020

RE: Public Hearing for Program Year (PY) 2020 CDBG Annual Action Plan

Council Action Desired

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

No action requested at this time. This hearing is to allow for applicants for CDBG allocations to explain their requests. Normally, council action would be requested after a 30-day public comment period. However, under new guidance from the Coronavirus Aid, Relief, and Economic Security (CARES) Act, communities may opt for a 5-day public comment period. Staff recommends reducing the public comment period. Further details are included in the section below and on the attachments.

Description, Background Information & Purpose

Each year, Idaho Falls receives a funding allocation from the Department of Housing and Urban Development (HUD) for the local Community Development Block Grant (CDBG) program. As part of the requirements of administration of this program the City must submit an Annual Action Plan (AAP) to HUD outlining how that year's funds will be spent. To determine how to spend the funds, each year applicants submit requests for grant funding which are considered by the City Council in a public hearing. This year's hearing is scheduled for April 9th. A table showing this year's requests is attached with this memo.

Typically, the Annual Action Plan (AAP) is due to Housing and Urban Development (HUD) in August. The full schedule for completing and submitting the PY2020 CDBG AAP is attached. The schedule accounts for the reduced public comment period. The resolution approving allocations is expected to come before the Council on April 23, 2020.

Relevant PBB Results & Department Strategic Plan



The CDBG program touches many of the City’s PBB goals. Projects are required to fall into various categories required by HUD including providing assistance to low-moderate income individuals, businesses, and neighborhoods, removing slum and blight, and providing public services. These requirements and the projects meet goals for economic development, creating a safe and livable community, and providing alternative transportation options.

Interdepartmental Coordination

NA

Fiscal Impact

This year’s anticipated allocation is \$424,099, approximately \$25,000 more than last year.

Legal Review

Legal has reviewed the item consistent with applicable law.

PY2020 CDBG Applications Received

<i>Program Year (PY) 2020 CDBG Applicant</i>	<i>Activity/Project Description</i>	<i>Requested</i>
Public Service	15% Max allowed	
Idaho Legal Aid Idaho Falls Office	Legal Aid to victims of domestic violence.	\$12,000
CLUB, Inc. Crisis Intervention	Supportive Case Management for homeless at scattered site locations.	\$5,000
Behavioral Health Crisis Center of E ID	Case management and supportive services for substance abuse clients.	\$18,000
Eastern Idaho Community Action Partners (EICAP)	Legal aid - Grandparents Raising Grandchildren or other blood relatives.	\$6,000
Idaho Falls Power	Utility bill payment assistance for LMI renters in US Census tracts 9707 and 9712.	\$6000
College of East Idaho (CEI)	Child care vouchers to assist 10 LMI students with child care.	\$8636
Community Food Basket of Idaho Falls	Semi-automatic stretch wrapper to safely transport food pallets.	\$7615
		\$63,251
Slum/Blight by Area	30% Max allowed	
Idaho Falls Downtown Development Corp. (IFDDC)	(IFDDC) Façade Improvement Program.	\$55,000
LMI or Low Moderate Income Projects	70% Min required	
City Public Works Department Curb/Gutter/Sidewalk	For properties in LMI neighborhoods within Highland Park Subdivision.	\$125,000
Idaho Falls Sr. Citizen Community Center	Replace walk in freezer box.	\$16,445
Habitat for Humanity Idaho Falls (H4HIF) Location	New construction of 3-5 LMI homes at Elmore/Science Center.	\$75,000
		334,696
Administration	20% Max allowed (\$85,010)	
Administration of CDBG Program	20% of 2020 allocation = \$425,099	\$85,010
	Total \$ Amount of Applications + Admin =	\$419,706

2020 CDBG Plan Year (PY) runs April 1, 2020 to March 31, 2021

2020 CDBG allocation announced 2-14-20. Amount anticipated is \$425,099

Schedule - PY2020 Community Development Block Grant (CDBG) for the submittal of the PY2020 CDBG Annual Action Plan

Feb 14, 2020	PY2020 CDBG Allocation Announced. Expected allocation \$425,099;
April 5, 2020	Notice of Public Hearing /Schedule prints in Post Register;
April 9, 2020	Council Meeting - Public Hearing 7:30 pm Council Chambers <i>Draft 2020 CDBG Annual Action Plan</i> Presentation Applicants invited to provide <u>brief</u> explanation of project/activity;
April 10 thru April 14, 2020	5-Day Public Comment period <i>Draft 2020 CDBG Annual Action Plan</i> on City Website;
April 20, 2020	Council Work Session - 3:00 pm Council Chambers Comments considered and final table provided for consensus of projects/activities for <i>Draft 2020 CDBG Annual Action Plan</i> ;
April 23, 2020	Council Meeting/Resolution - 7:30 pm Council Chambers Council adopts <i>Draft PY2020 CDBG Annual Action Plan</i> ;
June 30, 2020	<i>Draft 2020 CDBG Annual Action Plan</i> submitted to HUD via (Econ) for final approval (includes Form 424 and Certifications);
July/Aug, 2020	Allocation made available to City by HUD provided: HUD approves <i>PY2020 CDBG Annual Action Plan</i> ;
Aug/Sept, 2020	Funding committed to approved applicants/projects once the City completes: Environmental review; Signed Agreement (with scope of work and regulatory requirements) between City and responsible entity.

Note - The 2020 CDBG Program year starts April 1, 2020 and goes until March 31, 2021. Projects and activities are not retroactive - Start date begins upon a signed Agreement between the City, and responsible entity.

Please contact me by email or phone should you have any questions.

Lisa Farris, Grant Administrator 208-612-8323 LFarris@idahofallsidaho.gov