CITY COUNCIL MEETING
Thursday, May 14, 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 May 1, 2020, Governor Brad Little issued the Stay Healthy Order. Stage 1 of the Stay Healthy Order in effect from May 1st through May 25th requires, among other things, avoidance of public gatherings. In compliance with the Stay Healthy Order and in cooperation with the Governor's direction, the City of Idaho Falls hereby provides reasonable means for citizens to participate in the above-noticed meeting. The City believes strongly in public participation and has identified at least the following four (4) methods of participation in official City processes, including this meeting.

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. Written testimony must be received no later than 4:00 p.m. on May 14th.*
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 4:00 p.m. on May 14th so log-in information can be sent to you prior to the meeting. Please indicate for which public hearing you wish to offer testimony. Please note that not all meeting agenda items include a public hearing or the opportunity to be heard in person. Public testimony on an agenda item will not be taken unless a public hearing is indicated on the agenda.*

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 Public Works
1) Bid Award – Water Line Replacements – 2020 Phase I

B. Items from Idaho Falls Power:
1) Westside Substation Design Task Order
2) Minutes from the April 23, 2020 Idaho Falls Power Board Meeting

C. Items from Municipal Services:

1) Bid IF-20-18, Purchase of Patch Truck for Public Works
2) Quote 20-023, Purchase of Inventory for Idaho Falls Power
3) Quote 20-026, Purchase of Gravel for Public Works
4) Additional Purchase from RFP IF-20-069, Cobra Head Streetlights for Idaho Falls Power
5) Purchase Meter Inventory for Idaho Falls Power
6) Treasurer's Report for March 2020
7) Minutes from the April 20, 2020 Council Work Session and April 23, 2020 Council Meeting
8) 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. Community Development Services

1) Resolution Approving the Community Development Block Grant (CDBG) Program Year (PY) 2019 Consolidated Annual Performance and Evaluation Report (CAPER): For consideration is a resolution approving the CDBG Program Year 2019 Consolidated Annual Performance and Evaluation Report (CAPER). The report was presented at a public hearing on April 23, 2020 followed by a 15-day public comment period. No comments were received and resolution is now ready for approval. Following approval the report will be submitted to HUD for approval.

RECOMMENDED ACTION: Approve the Resolution approving the CDBG Program Year 2019 Consolidated Annual Performance and Evaluation Report and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

2) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Ivywood Division No. 3: For consideration is the Final Plat, Development Agreement, and Reasoned Statement Relevant Criteria and Standards for Ivywood Division No. 3. The Planning and Zoning Commission considered this item at its April 21, 2020, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS (in sequential order):

a. Approve the Development Agreement for Ivywood Subdivision, Division No. 3, and give authorization for the Mayor and City Clerk to execute the necessary documents.

b. Accept the Final Plat for Ivywood Subdivision, Division No. 3, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.

c. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Ivywood Subdivision, Division No. 3, and give authorization for the Mayor to execute the necessary documents.

3) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Manchester Estates Subdivision: For consideration is the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Manchester Estates

Subdivision. The Planning and Zoning Commission considered this item at its April 21, 2020, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS (in sequential order):

a. Approve the Development Agreement for Manchester Estates Subdivision, and give authorization for the Mayor and City Clerk to execute the necessary documents.

b. Accept the Final Plat for Manchester Estates Subdivision, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.

c. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Manchester Estates Subdivision, and give authorization for the Mayor to execute the necessary documents.

B. Municipal Services

1) IF-20-22, Underground Fiber Project Phase I - Boring and Conduit Installation: This contract will provide underground fiber boring and conduit installation services for residential fiber.

RECOMMENDED ACTION: Accept and approve the bid from the lowest responsive and responsible bidder, Quanta Telecom Services of Houston, Texas for a total contract amount of $2,671,322.55 (or take other action deemed appropriate).

2) Hydro Generation Insurance Policy Renewal: This policy insures the City's hydropower generation facilities. The policy, #EUTN14341316, was the best commercially available policy presented to the City's insurance broker, Marsh Wortham.

RECOMMENDED ACTION: To ratify the 2020/21 Hydropower Generation Insurance Policy for Idaho Falls Power for a total of $391,915.00, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

C. Public Works

1) Memorandum of Understanding with Falls Water Company: Public Works presented at the November 25th, 2019 Work Session regarding a proposed water line purchase agreement and Memorandum of Understanding with the Falls Water Company. These items were discussed as potentials to address immediate water service needs for the Costco development and to address future water service northeast of City. The Falls Water Company has sought and gained approval of the proposed water service areas from the Idaho Public Utility Commission. Therefore, for consideration is a Memorandum of Understanding which delineates future water service boundaries for Falls Water Company and the City of Idaho Falls. The proposed boundaries will allow both entities to implement better planning to serve future water users in the area northeast of the City.

RECOMMENDED ACTION: Approve the Memorandum of Understanding with Falls Water Company and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

2) Ordinance Revision Amending Section 5-9-8 Regulating Structures Over the Snake River: It is proposed that City Code Section 5-9-8, prohibiting people from jumping off or dropping objects from the listed City facilities over the Snake River, be made more comprehensive, more clear, and to include canals. The Ordinance, if adopted, will automatically apply to any City facility added by annexation or construction.

RECOMMENDED ACTION: Approve the Ordinance amending City Code regulations regarding City structures over the Snake River and canals within City limits 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).

3) Approval of the State/Local Agreement with Idaho Transportation Department for the Lindsay Boulevard Curves Superelevation project: For consideration is a State/Local Construction Agreement and Resolution with the Idaho Transportation Department (ITD) for the Lindsay Boulevard Curves Superelevation project.

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

D. Office of the City Attorney

1) Nondiscrimination Ordinance: In 2013, the Council passed an Ordinance that prohibited discrimination in the City based upon a person's sexual orientation or gender identity/expression in the subject areas of housing and employment. The proposed Ordinance amendments will extend the nondiscrimination regulations to include places of public accommodation and use, as those are defined. Additionally, the proposed Ordinance amends some definitions and exemptions; provides clarification of the rights of employers and employees in areas of First Amendment expression and provision of employee-only facilities; adds specifically permitted activities; and includes nonbinding mediation as a tool to resolve reported discrimination.

RECOMMENDED ACTION: Approve the Ordinance adding public accommodations and making other changes to the City's nondiscrimination Chapter 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).

7. **Announcements.**

8. **Adjournment.**

IDAHO FALLS

MEMORANDUM

FROM: Chris H Fredericksen, Public Works Director

DATE: Tuesday, April 28, 2020

RE: Bid Award – Water Line Replacements – 2020 Phase I

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, JM Concrete, Inc., in an amount of $1,241,714.50 and authorization for the Mayor and City Clerk to sign contract documents..

Description, Background Information & Purpose

On Monday, April 20, 2020, bids were received and opened for the Water Line Replacements – 2020 Phase I 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 replace aging water lines in the City.

Relevant PBB Results & Department Strategic Plan

☐ ☐ ☐ ☐ ☒ ☐ ☐ ☒

This project supports the community-oriented results of environmental sustainability and reliable public infrastructure by replacing aging water lines.

Interdepartmental Coordination

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

Fiscal Impact

The cost allocations for this project will be provided primarily by the Water Fund. The Street Fund and Wastewater Fund will also share in appropriate work items associated with this project. Sufficient funding and budget authority exist to the complete the proposed improvements.

Legal Review

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

2-38-20-3-WTR-2019-23
2020-33

City of Idaho Falls

Engineering Department

Bid Tabulation

Project: WATER LINE REPLACEMENTS - 2020, PHASE 1 ***Number:*** 2-38-20-3-WTR-2019-23

Submitted: Kent J. Fugal, P.E., PTOE ***Date:*** April 21, 2020

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		JM Concrete, Inc.		3H Construction, LLC		HK Contractors, Inc.		Knife River Corporation - Mountain West	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
		DIVISION 200 - EARTHWORK												
2.01	201.4.1.D.1	Removal of Concrete	307	SY	$15.00	$4,605.00	$20.00	$6,140.00	$12.00	$3,684.00	$10.00	$3,070.00	$23.15	$7,107.05
2.02	201.4.1.E.1	Removal of Curb and Gutter	2713	LF	$10.00	$27,130.00	$2.00	$5,426.00	$6.00	$16,278.00	$8.00	$21,704.00	$5.45	$14,785.85
2.03	201.4.1.F.1.a	Removal of Fire Hydrant	3	EA	$500.00	$1,500.00	$500.00	$1,500.00	$650.00	$1,950.00	$600.00	$1,800.00	$802.00	$2,406.00
2.04	201.4.1.F.1.b	Removal of Inlet Box	2	EA	$1,000.00	$2,000.00	$500.00	$1,000.00	$300.00	$600.00	$655.00	$1,310.00	$195.00	$390.00
2.05	201.4.1.F.1.c	Removal of 8" Water Line	33	LF	$30.00	$990.00	$500.00	$16,500.00	$50.00	$1,650.00	$81.00	$2,673.00	$28.05	$925.65
2.06	201.4.1.F.1.d	Removal of 12" Water Line	30	LF	$35.00	$1,050.00	$500.00	$15,000.00	$75.00	$2,250.00	$87.00	$2,610.00	$28.95	$868.50
2.07	202.4.1.A.1	Excavation	4719	CY	$20.00	$94,380.00	$10.00	$47,190.00	$10.00	$47,190.00	$12.00	$56,628.00	$23.05	$108,772.95
		DIVISION 300 - TRENCHING												
3.01	307.4.1.A.3	Miscellaneous Surface Restoration (Sod)	515	LF	$35.00	$18,025.00	$12.00	$6,180.00	$16.00	$8,240.00	$52.00	$26,780.00	$14.15	$7,287.25
3.02	307.4.1.A.7	Miscellaneous Surface Restoration (Natural Ground)	15	LF	$10.00	$150.00	$10.00	$150.00	$30.00	$450.00	$93.00	$1,395.00	$19.60	$294.00
3.03	307.4.1.F.1	Main Line Type “P” Surface Restoration (Asphalt Roadway)	2068	LF	$35.00	$72,380.00	$25.00	$51,700.00	$35.00	$72,380.00	$49.00	$101,332.00	$52.00	$107,536.00
3.04	307.4.1.F.5	Service Line Type “P” Surface Restoration (Asphalt Roadway)	424	LF	$35.00	$14,840.00	$40.00	$16,960.00	$38.00	$16,112.00	$61.50	$26,076.00	$93.00	$39,432.00
		DIVISION 400 - WATER												
4.01	401.4.1.A.1.a	Water Main Pipe – Size 6"	160	LF	$30.00	$4,800.00	$15.00	$2,400.00	$35.00	$5,600.00	$42.00	$6,720.00	$83.70	$13,392.00
4.02	401.4.1.A.1.b	Water Main Pipe – Size 8"	4547	LF	$35.00	$159,145.00	$25.00	$113,675.00	$31.60	$143,685.20	$23.00	$104,581.00	$49.60	$225,531.20
4.03	401.4.1.A.1.d	Water Main Pipe – Size 14"	8	LF	$40.00	$320.00	$100.00	$800.00	$100.00	$800.00	$385.00	$3,080.00	$1,200.00	$9,600.00
4.04	401.4.1.C.1	Temporary Water Service	1	LS	$30,000.00	$30,000.00	$1,000.00	$1,000.00	$35,000.00	$35,000.00	$40,000.00	$40,000.00	$55,460.00	$55,460.00
4.05	402.4.1.A.1.b	Valve – Size 6"	1	EA	$400.00	$400.00	$500.00	$500.00	$650.00	$650.00	$535.00	$535.00	$549.00	$549.00
4.06	402.4.1.A.1.c	Valve – Size 8"	12	EA	$400.00	$4,800.00	$500.00	$6,000.00	$650.00	$7,800.00	$535.00	$6,420.00	$455.00	$5,460.00
4.07	402.4.1.A.1.e	Valve – Size 14"	1	EA	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$600.00	$600.00	$549.00	$549.00
4.08	403.4.1.A.1	Hydrant	6	EA	$3,000.00	$18,000.00	$2,000.00	$12,000.00	$1,350.00	$8,100.00	$2,370.00	$14,220.00	$2,300.00	$13,800.00
4.09	404.4.1.A.1	Water Service Connection, Size 1" (Service Tap & Saddle Only)	6	EA	$1,000.00	$6,000.00	$200.00	$1,200.00	$600.00	$3,600.00	$700.00	$4,200.00	$2,460.00	$14,760.00
		DIVISION 500 - SEWER												
5.01	501.4.1.B.1	Gravity Sewer Pipe – Size 8" - Type C900 (includes excavation, bedding, backfill, etc.)	102	LF	$150.00	$15,300.00	$40.00	$4,080.00	$65.00	$6,630.00	$77.00	$7,854.00	$162.00	$16,524.00
5.02	502.4.1.A.1	Sanitary Sewer Manhole – Type A	2	EA	$5,000.00	$10,000.00	$3,500.00	$7,000.00	$3,000.00	$6,000.00	$3,900.00	$7,800.00	$4,410.00	$8,820.00
5.03	509.4.1.D.1	Reconnect Service Line	4	EA	$300.00	$1,200.00	$250.00	$1,000.00	$600.00	$2,400.00	$705.00	$2,820.00	$2,860.00	$11,440.00
5.04	509.4.1.E.1	Bypass Sewage Pumping	1	LS	$2,000.00	$2,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$2,550.00	$2,550.00	$15,490.00	$15,490.00
		DIVISION 600 - CULVERTS & STORM DRAINS												
6.01	601.4.1.A.5.a	12" C900 Storm Drain Pipe	78	LF	$150.00	$11,700.00	$50.00	$3,900.00	$60.00	$4,680.00	$60.00	$4,680.00	$64.90	$5,062.20
6.02	601.4.1.A.5.b	12" Storm Drain Pipe	838	LF	$60.00	$50,280.00	$50.00	$41,900.00	$43.20	$36,201.60	$33.50	$28,073.00	$54.95	$46,048.10
6.03	602.4.1.A.1.a	Storm Drain Manhole – Type A	4	EA	$5,000.00	$20,000.00	$3,500.00	$14,000.00	$2,520.00	$10,080.00	$2,830.00	$11,320.00	$2,530.00	$10,120.00
6.04	602.4.1.A.1.b	Storm Drain Manhole – Type Inflitration	1	EA	$10,000.00	$10,000.00	$4,000.00	$4,000.00	$3,500.00	$3,500.00	$14,575.00	$14,575.00	$19,870.00	$19,870.00
6.05	602.4.1.F.1.a	Catch Basin – Type IV (2' X 3')	2	EA	$4,000.00	$8,000.00	$2,000.00	$4,000.00	$1,350.00	$2,700.00	$2,050.00	$4,100.00	$1,810.00	$3,620.00

City of Idaho Falls

Engineering Department

Bid Tabulation

Project: WATER LINE REPLACEMENTS - 2020, PHASE 1 ***Number:*** 2-38-20-3-WTR-2019-23

Submitted: Kent J. Fugal, P.E., PTOE ***Date:*** April 21, 2020

		DIVISION 700 - CONCRETE												
7.01	706.4.1.A.7.a	Curb and Gutter, Type Standard	200	LF	$35.00	$7,000.00	$22.00	$4,400.00	$35.40	$7,080.00	$42.00	$8,400.00	$39.55	$7,910.00
7.02	706.4.1.A.7.b	Curb and Gutter, Type III	2644	LF	$35.00	$92,540.00	$22.00	$58,168.00	$33.00	$87,252.00	$42.00	$111,048.00	$32.85	$86,855.40
7.03	706.4.1.B.1	Concrete Valley Gutters	74	LF	$80.00	$5,920.00	$15.00	$1,110.00	$66.00	$4,884.00	$74.50	$5,513.00	$51.60	$3,818.40
7.04	706.4.1.E.1	Concrete Sidewalks, thickness 4"	307	SY	$80.00	$24,560.00	$20.00	$6,140.00	$72.00	$22,104.00	$122.00	$37,454.00	$86.80	$26,647.60
		DIVISION 800 - AGGREGATES & ASPHALT												
8.01	802.4.1.A.1	Crushed Aggregate for Base Type I	3397	CY	$35.00	$118,895.00	$12.00	$40,764.00	$24.00	$81,528.00	$36.50	$123,990.50	$36.10	$122,631.70
8.02	810.4.1.A.1	Plant Mix Pavement 3/4", PG 58-34	2691	TON	$80.00	$215,280.00	$80.00	$215,280.00	$89.00	$239,499.00	$79.50	$213,934.50	$93.95	$252,819.45
		DIVISION 1000 - CONSTRUCTION STORMWATER BMP's												
10.01	1001.4.1.A.1	Sediment Control	1	LS	$5,000.00	$5,000.00	$1,000.00	$1,000.00	$6,000.00	$6,000.00	$7,650.00	$7,650.00	$11,300.00	$11,300.00
		DIVISION 2000 - MISCELLANEOUS												
20.01	2010.4.1.A.1	Mobilization	1	LS	$130,000.00	$130,000.00	$102,929.00	$102,929.00	$60,000.00	$60,000.00	$133,968.75	$133,968.75	$218,130.00	$218,130.00
20.02	2030.4.1.A.1	Sanitary Manhole, Adjust to Grade	1	EA	$700.00	$700.00	$1,000.00	$1,000.00	$650.00	$650.00	$925.00	$925.00	$454.00	$454.00
20.03	2030.4.1.B.1	Storm Water Manhole, Adjust to Grade	5	EA	$700.00	$3,500.00	$500.00	$2,500.00	$500.00	$2,500.00	$925.00	$4,625.00	$454.00	$2,270.00
20.04	2030.4.1.C.1	Valve Box, Adjust to Grade	10	EA	$400.00	$4,000.00	$250.00	$2,500.00	$375.00	$3,750.00	$585.00	$5,850.00	$261.00	$2,610.00
20.05	2050.4.1.C.1	Subgrade Separation Geotextile, Type II	12127	SY	$2.00	$24,254.00	$2.50	$30,317.50	$1.50	$18,190.50	$1.75	$21,222.25	$1.75	$21,222.25
		SPECIAL PROVISIONS												
SP-1	S0400A	Grout Water Line 6"	21	LF	$30.00	$630.00	$10.00	$210.00	$30.00	$630.00	$42.00	$882.00	$101.00	$2,121.00
SP-2	S0405A	Replace Water Service 1"	105	EA	$2,000.00	$210,000.00	$1,000.00	$105,000.00	$1,425.00	$149,625.00	$1,500.00	$157,500.00	$2,420.00	$254,100.00
SP-3	S0405B	Replace Water Service 1.5"	1	EA	$2,500.00	$2,500.00	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$1,550.00	$1,550.00	$2,440.00	$2,440.00
SP-4	S0405C	Replace Water Service 2"	1	EA	$3,000.00	$3,000.00	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$1,650.00	$1,650.00	$2,460.00	$2,460.00
SP-5	S0605	Inlet Box (Frame & Grate Only)	9	EA	$700.00	$6,300.00	$1,000.00	$9,000.00	$600.00	$5,400.00	$1,050.00	$9,450.00	$1,100.00	$9,900.00
SP-6	S0915	Repair Sprinkler System	1	LS	$3,000.00	$3,000.00	$13,500.00	$13,500.00	$3,000.00	$3,000.00	$13,650.00	$13,650.00	$15,600.00	$15,600.00
SP-7	S2040	Remove & Reinstall Fence	8	LF	$50.00	$400.00	$20.00	$160.00	$100.00	$800.00	$150.00	$1,200.00	$59.00	$472.00
		TOTAL BASE BID				**$1,447,474.00**		**$983,179.50**		$1,146,603.30		$1,369,969.00		$1,809,662.55
		ADDITIVE ALTERNATE BID SCHEDULE NO.1												
		DIVISION 200 - EARTHWORK												
2.08	201.4.1.D.1	Removal of Concrete	206	SY	$15.00	$3,090.00	$20.00	$4,120.00	$12.00	$2,472.00	$20.00	$4,120.00	$19.40	$3,996.40
2.09	201.4.1.E.1	Removal of Curb and Gutter	1139	LF	$10.00	$11,390.00	$2.00	$2,278.00	$6.00	$6,834.00	$9.00	$10,251.00	$6.35	$7,232.65
2.1	201.4.1.F.1.a	Removal of Fire Hydrant	3	EA	$1,000.00	$3,000.00	$500.00	$1,500.00	$650.00	$1,950.00	$600.00	$1,800.00	$801.00	$2,403.00
		DIVISION 300 - TRENCHING												
3.05	307.4.1.A.3	Miscellaneous Surface Restoration (Sod)	171	LF	$35.00	$5,985.00	$12.00	$2,052.00	$16.00	$2,736.00	$63.00	$10,773.00	$14.15	$2,419.65
3.06	307.4.1.F.1	Main Line Type “P” Surface Restoration (Asphalt Roadway)	1987	LF	$35.00	$69,545.00	$20.00	$39,740.00	$35.00	$69,545.00	$45.00	$89,415.00	$52.00	$103,324.00
3.07	307.4.1.F.5	Service Line Type “P” Surface Restoration (Asphalt Roadway)	670	LF	$35.00	$23,450.00	$20.00	$13,400.00	$38.00	$25,460.00	$51.50	$34,505.00	$93.00	$62,310.00
		DIVISION 400 - WATER												
4.1	401.4.1.A.1.b	Water Main Pipe – Size 8"	1942	LF	$35.00	$67,970.00	$25.00	$48,550.00	$32.00	$62,144.00	$23.00	$44,666.00	$50.05	$97,197.10
4.11	401.4.1.C.1	Temporary Water Service	1	LS	$30,000.00	$30,000.00	$1,000.00	$1,000.00	$10,000.00	$10,000.00	$18,250.00	$18,250.00	$34,560.00	$34,560.00

City of Idaho Falls

Engineering Department

Bid Tabulation

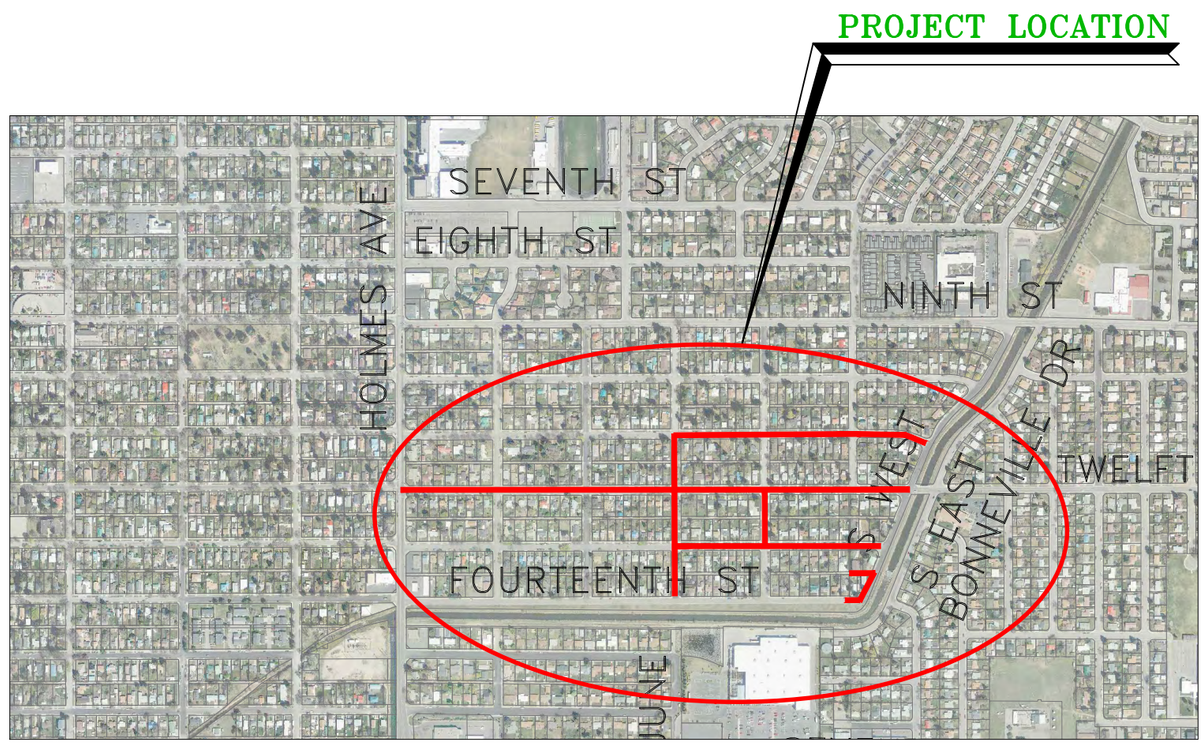
Project: WATER LINE REPLACEMENTS - 2020, PHASE 1 ***Number:*** 2-38-20-3-WTR-2019-23

Submitted: Kent J. Fugal, P.E., PTOE ***Date:*** April 21, 2020

4.12	402.4.1.A.1.c	Valve – Size 8"	10	EA	$400.00	$4,000.00	$500.00	$5,000.00	$650.00	$6,500.00	$535.00	$5,350.00	$744.00	$7,440.00
4.13	403.4.1.A.1	Hydrant	4	EA	$3,000.00	$12,000.00	$2,000.00	$8,000.00	$1,350.00	$5,400.00	$2,370.00	$9,480.00	$2,300.00	$9,200.00
4.14	404.4.1.A.1	Water Service Connection, Size 1" (Service Tap & Saddle Only)	2	EA	$1,000.00	$2,000.00	$1,000.00	$2,000.00	$600.00	$1,200.00	$700.00	$1,400.00	$2,770.00	$5,540.00
		DIVISION 700 - CONCRETE												
7.05	706.4.1.A.7.a	Curb and Gutter, Type Standard	50	LF	$50.00	$2,500.00	$22.00	$1,100.00	$33.00	$1,650.00	$42.75	$2,137.50	$39.55	$1,977.50
7.06	706.4.1.A.7.b	Curb and Gutter, Type III	1145	LF	$50.00	$57,250.00	$22.00	$25,190.00	$33.00	$37,785.00	$42.75	$48,948.75	$32.85	$37,613.25
7.07	706.4.1.E.1	Concrete Sidewalks, thickness 4"	200	SY	$80.00	$16,000.00	$20.00	$4,000.00	$72.00	$14,400.00	$125.00	$25,000.00	$86.80	$17,360.00
		DIVISION 1000 - CONSTRUCTION STORMWATER BMP's												
10.02	1001.4.1.A.1	Sediment Control	1	LS	$1,000.00	$1,000.00	$500.00	$500.00	$2,000.00	$2,000.00	$7,500.00	$7,500.00	$10,670.00	$10,670.00
		DIVISION 2000 - MISCELLANEOUS												
20.06	2010.4.1.A.1	Mobilization	1	LS	$10,000.00	$10,000.00	$45,000.00	$45,000.00	$12,000.00	$12,000.00	$68,255.00	$68,255.00	$115,680.00	$115,680.00
		SPECIAL PROVISIONS												
SP-8	S0400A	Grout Water Line 6"	58	LF	$30.00	$1,740.00	$10.00	$580.00	$30.00	$1,740.00	$42.00	$2,436.00	$71.25	$4,132.50
SP-9	S0405A	Replace Water Service 1"	42	EA	$2,000.00	$84,000.00	$1,000.00	$42,000.00	$1,425.00	$59,850.00	$1,500.00	$63,000.00	$2,760.00	$115,920.00
SP-10	S0405B	Replace Water Service 1.5"	1	EA	$2,500.00	$2,500.00	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$1,550.00	$1,550.00	$1,570.00	$1,570.00
SP-11	S0405C	Replace Water Service 2"	1	EA	$3,000.00	$3,000.00	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$1,650.00	$1,650.00	$2,140.00	$2,140.00
SP-12	S0605	Inlet Box (Frame & Grate Only)	6	EA	$700.00	$4,200.00	$1,000.00	$6,000.00	$600.00	$3,600.00	$1,050.00	$6,300.00	$1,100.00	$6,600.00
SP-13	S0915	Repair Sprinkler System	1	LS	$1,000.00	$1,000.00	$4,525.00	$4,525.00	$4,000.00	$4,000.00	$4,675.00	$4,675.00	$5,340.00	$5,340.00
		TOTAL ALT-1				**$415,620.00**		**$258,535.00**		**$334,266.00**		**$461,462.25**		**$654,626.05**
		GRAND TOTAL				**$1,863,094.00**		**$1,241,714.50**		$1,480,869.30		$1,831,431.25		$2,464,288.60

WATER LINE REPLACEMENTS – 2020, PHASE 1

PROJECT # 2-38-20-3-WTR-2019-23



REVIEWED BY: WATER DIVISION

DATE:

PROFESSIONAL ENGINEER
REGISTERED
9247
STATE OF IDAHO
KENT J. FUGAL

MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

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

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

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

2020

AS BUILT:

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

ENGINEERING DIVISION

IDAHO FALLS PUBLIC WORKS

WATER LINE REPLACEMENTS – 2020, PHASE 1

CHK BY:	Y.G.	DSG BY:	CW	DWN BY:	CW
FILE NO. 2-38-20-3-WTR-2019-23		DATE PLOTTED: 3/31/2020		SHEET NO. 1 OF 25	
DWG NO. Titlepage-WATER LINES PHASE 1					

IDAHO FALLS

MEMORANDUM

FROM: Bear Prairie, General Manager
DATE: Monday, May 4, 2020
RE: Westside Substation Design Task Order

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

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

Approve the task order for work in Westside substation with HDR Engineering, Inc. for a not to exceed amount of $72,000 (or take other action deemed appropriate).

Description, Background Information & Purpose

IFP has engaged the engineering firm HDR Engineering, Inc., a previously qualified professional services firm under State Statute 67-2320, to provide a proposal and a cost estimate for the construction of the work. HDR has submitted a two-task proposal. Task one, for $4,000 would provide a total renovation materials and construction cost estimate. This estimate would aid IFP's decision making as to the economics of acquiring the substation from BPA. Task two is the scope of engineering design work in the amount of $68,000 to design necessary upgrades in the event IFP purchases BPA's assets in the station.

Relevant PBB Results & Department Strategic Plan

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This action supports our readiness for reliable public infrastructure by planning, designing, maintaining and improving existing public infrastructure to ensure continued access to reliable and affordable power. It also supports the reliability element of the IFP Strategic Plan by reinvesting in infrastructure.

Interdepartmental Coordination

N/A

Fiscal Impact

This work is within Idaho Falls Power 2019/20 budget.

Legal Review

Legal reviewed and approved the original HDR professional services agreement for our other 161kv transmission work.

EXHIBIT A

TASK ORDER NUMBER: 2020-001

This Task Order pertains to an Agreement by and between Idaho Falls Power, ("OWNER"), and HDR Engineering, Inc. ("ENGINEER"), dated July/2018, ("the Agreement"). ENGINEER shall perform services on the PROJECT described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the PROJECT described below.

PART 1. PROJECT NAME

Westside Substation Rebuild ("PROJECT")

PART 2. PROJECT DESCRIPTION

The PROJECT is the rebuild of the existing Westside 161-46-Substation. Changes to the substation will include:

- Upgrade of two 161kV live tank filled power circuit breakers to dead tank breakers
- Upgrade of existing BPA line breaker relaying to IFP standards and moving protection to IFP control house
- Upgrade of existing BPA 161-46kV transformer relaying to IFP standards and moving protection to IFP control house
- Battery and battery charger size evaluation for new equipment installation.
- Replacement of control conductors going to the line breakers and 161-46kV transformer. New conductors will be routed to IFP control house and existing conduits will be re-used.

The scope of the PROJECT is defined to include control and physical design of the live tank breaker replacement and the new installation of relays inside the IPF control house. Excluded from this scope of work is any removal drawings for the BPA conductors currently feeding the equipment and equipment contained inside the BPA control house.

PART 3. INFORMATION PROVIDED BY THE OWNER

1. Existing BPA Westside Substation Drawings

   The Owner will provide any existing BPA or IFP Westside Substation drawings pertinent to the Project.

2. New Substation Equipment Information

   The OWNER will provide the following Manufacturer equipment drawings to complete the substation design:

   161kV Circuit Breakers

3. Other

   The OWNER will provide data to the ENGINEER as requested and respond to inquiries and milestone reviews as needed. This data includes the Manufacturer's final drawings for new equipment procured by the OWNER along with existing equipment that will remain in service.

PART 4. SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

1. Protection and Control design:

   The Protection Design will be the responsibility of the OWNER.

2. New Equipment Layout Design

   Based on the existing layout of the substation oil-filled breakers provided by the OWNER, considerations for bus clearances, equipment placement, working clearances and ease of operations for the new gas-filled breakers will be checked in this design. After the ENGINEER has received layout approval and all Manufacturer equipment approval drawings, the final equipment layout will be developed.

3. Conduit System / Cable Trench / Control Cable Design

   New control cable will be designed and detailed on the drawings based on IFP standards. Details of specific cable installations (i.e. conductor sizes, lengths) will be included in the drawings. The Engineer will confirm that the conduit sizes are adequate for the new control cables.

4. Grounding System Design

   The ENGINEER will design the equipment grounding for the new gas-filled breakers. Grounding material will consist of bare soft drawn copper conductor, size verified during design and will connect to the existing ground grid with CAD weld connections. The above grade connections to equipment will be bolted-type connections.

5. Equipment Elevations Design

   Elevations for the new equipment and the bus system will be prepared after the final equipment layout design has been completed and approved. The elevations will be used to show the bill of material items as well as the controlling heights of equipment and buses.

6. Bus System Design

   New conductor will be utilized to connect the new breakers to the existing switches. Bus systems will be designed based on National Electric Safety Code or latest standard requirements for 161kV. Detailed drawings will be prepared showing the equipment, bus system, bus connection fittings and a bill of material listing for each item.

7. Lightning Shielding Protection

   It is assumed that the existing lightning shielding in the substation is adequate and not additional protection will be required.

8. Lighting

   It is assumed that the existing lighting in the substation is adequate and no additional lighting will be required.

9. Structural Steel Design

   No new structure design will be required for this project.

10. Foundation Design

    The design of the existing live tank breaker foundations will be checked to ensure that they will be adequate to support the new gas-filled units.

11. Bill of Materials

    ENGINEER will provide a bill of materials for the conductor, grounding and connector material for the PROJECT. A preliminary bill of material will be developed with the preliminary equipment layout drawing. A final bill of material will be developed after the final equipment layout and elevation drawings have been completed.

12. Record Drawings

    The drawings generated by the ENGINEER during the course of the PROJECT will be updated once at the end of the PROJECT to reflect changes and revisions based on the field construction set of 'red-line' drawings provided by the OWNER.

13. Project Management, Conference Call Meetings

The ENGINEER will provide project management and information processing services related to the design and engineering of the PROJECT and set up a bi-weekly conference call during the design.

14. Construction Support

The ENGINEER will assist the OWNER and the Construction Contractor as necessary for substation related construction support related tasks that may arise during the construction and startup phase of the PROJECT.

15. Equipment Specifications, Drawing Review and Approval

It is anticipated that the OWNER will specify and procure the power circuit breakers. The ENGINEER will be required to work with the OWNER to provide manufacturer drawing review and approval services for all major substation equipment as necessary for the PROJECT.

16. Other

The ENGINEER will provide recommendations for other items that may have been left out of this scope of work on a time and materials basis.

17. Construction Cost Estimate

The ENGINEER will prepare a construction cost estimate for the Owner. Costs will be based on similar related projects and will include a 10% contingency.

PART 5. PERIODS OF SERVICE

April, 2020 - October, 2020.

PART 6. PAYMENTS TO ENGINEER

Time and Materials plus Expenses as invoiced monthly. Total estimated amount: $72,000.00

PART 7. OTHER:

THE ENGINEER will complete the scope of work described above by October, 2020. This completion date is dependent upon THE OWNER's substation construction work schedule.

This Task Order is executed this _____ day of _____, 2020.

IDAHO FALLS POWER	HDR ENGINEERING, INC.
"OWNER"	"ENGINEER"
BY: _____	BY: _____
NAME: _____	NAME: Kate Eldridge
TITLE: _____	TITLE: Vice President

April 23, 2020 Unapproved

The Idaho Falls Power Board of the City of Idaho Falls met Thursday, April 23, 2020, at the Idaho Falls Power Conference Room, 140 S. Capital, 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 (by WebEx)
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:
Bear Prairie, Idaho Falls Power (IFP) General Manager
Randy Fife, City Attorney (by WebEx)
Stephen Boorman, IFP Assistant General Manager (by WebEx)
Jace Yancey, IFP Operations Technology Manager (by WebEx)
Wid Richie, IFP Energy Services Manager (by WebEx)
Linda Lundquist, IFP Executive Assistant

Mayor Casper called the meeting to order at 7:02 a.m. and proceeded to give a few brief announcements.

Board Member Radford gave a short briefing and stated some of the American Public Power Association's (APPA) top priorities from the Policy Maker's recent meetings in Washington D.C. He provided updates on the recently passed Coronavirus Aid, Relief, and Economic Security (CARES) Act, including potential future funding for transmission. GM Prairie added that there could be a moratorium on utility disconnects in the CARES package and stated that utility disconnects are well managed by local governments.

Board Evaluations and Board Function
Board Member Radford continued with the Board evaluation discussion and mentioned that some of the questions from the current and prior year's evaluations did not necessarily apply to this Board and suggested forming a sub-committee prior to next year's evaluation period to revamp the process and survey. Attorney Fife and the Board were in full agreement to form a sub-committee. Board Member Radford reviewed the year-over-year outcomes and reasons to review board performance. There was a general discussion on regular and consent Council agenda items. GM Prairie explained how purchasing memos work for IFP and he invited Board Members to contact him with questions about future Council agenda items, training, etc. There was a discussion about creating a Board Agenda Topics document and GM Prairie said he would continue to focus on succession planning and reviewing areas of high risk.

Capital Plan Review and Preliminary Budget for Capital Plan
GM Prairie mentioned that budget items and expenses are introduced in the IFP budget and capital plan and can eventually come back through as Council agenda items for consent or regular approval. AGM Boorman reviewed the highlights of the plan. Mayor Casper requested site tours of the projects and Board Member Radford added the benefits of seeing the actual route of the transmission line. AGM Boorman reviewed the budget line items for each utility division. There was general discussion on a potential purchase of the Westside Substation. Information was provided on upcoming line extension projects. AGM Boorman stated the budget was similar to prior year budgets and GM Prairie added, with the exception of Rocky Mountain

Power (RMP) paying us back for their portion of the 161 kv line extension. There was a discussion on long range system planning where growth will likely be on the North side of town and the load impact will primarily be from large commercial and industrial sites and new subdivisions. There was a discussion on feeder lines and Board Member Freeman asked if there is a plan in the works if a Small Modular Reactor (SMR) comes online? GM Prairie said an SMR would be included under a wholesale transmission agreement with RMP through Utah Associated Municipal Power Systems (UAMPS) and added that IFP needs feeders brought into the system and mentioned that the Sugarmill to Paine line will be a major improvement to provide better bulk into the City's system. AGM Boorman concluded that in evaluating the long-term plan, not everything will come to pass so IFP is not ready to budget for everything as yet, but added that feeders have a lot of capacity to accommodate growth.

Building and Land Space

AGM Boorman said that IFP is looking to the future at least ten years to ensure the utility has room for growth and expansion and noted that a potential purchase of the Westside substation could provide some needed yard space relief. There was a discussion on potential expansion locations where a few of the areas could provide collaboration with other City departments for a win-win situation. GM Prairie stated the importance of considering distance and height restrictions when moving heavy equipment across the City on a daily basis and noted that building vertical structures to house conductors could solve some short-term storage challenges.

Fiber Update and Progress

Operations Technology Manager Yancey stated that the year has been busy with the fiber expansion and will continue to be busy as this year will bring on 6,500 new potential customers compared to last year's pilot of 1,500. He added there is a high priority to build the fiber huts which supply the City. GM Prairie thanked the City's Parks and Recreation and Fire Department directors for their collaborative efforts on facilitating fiber hut locations. As Mr. Yancey reviewed the fiber expansion maps, GM Prairie stated the selected areas of priority are based on ease of construction and electrical failures needing immediate upgrades. He added, as fiber expansion moves forward, there will be more focus on demand. He stated that the newly hired marketing company is working on an awareness campaign and marketing around fiber and noted that they're finalizing an ambulance wrap that will help explain the importance of fiber. GM Prairie reviewed the monthly statistics and noted a low take rate in overhead construction areas and a high take rate in newly constructed conduit areas. He continued to say the only lost customers are the ones who have moved from the area and noted the new residents often pick up the service. Currently, there are 30 customers waiting for connection and once the government lifts the stay at home restrictions, the utility will work with the fire department on protocol for entering homes. GM Prairie stated that IFP will continue to manage the project and installs and noted that private contractors have been hired to assist with trenching, home installs, and landscaping.

Energy Efficiency Program Training

Energy Services Manager Richie explained what the Northwest Power Act was and how it came to be and how the Regional Technical Forum studies energy efficiency and makes cost effective recommendations, which can get funding approval. He reviewed a few projects and gave some background of how IFP has participated in energy efficiency programs since 1982 and noted that IFP is on target to save 2.2 million kWh this year. Mr. Ritchie said the Energy Smart Industrial program supplies engineers to visit key IFP accounts and with the partnership of IFP, together they make energy saving suggestions. He reviewed potential future energy saving programs and GM Prairie added that some of the future programs like home battery storage and demand response could benefit by having a fiber communications network.

Standing Reports

Generation – GM Prairie stated that the hydro generation insurance policy was coming due and there will be a memo coming to Council from Municipal Services. He added that there is not yet a policy to review due to some refining of the policy and hopes to supplement with secondary insurance. He said that rates will likely increase 20-30 percent this year due to nationwide weather events. GM Prairie asked for a head nod to sign the policy by May 1, 2020 and to present to Council at the May 14, 2020 meeting for ratification. Unanimous agreement was given from the Board.

Utility – GM Prairie asked the Board to view and share with community the weekly educational video series that promote the utility on Facebook and YouTube.

There being no further business, the meeting adjourned at 10:59 a.m.

_____ _____

Linda Lundquist, EXECUTIVE ASSISTANT Rebecca L. Noah Casper, MAYOR

IDAHO FALLS

MEMORANDUM

FROM: Pam Alexander, Municipal Services Director
DATE: Wednesday, May 6, 2020
RE: IF-20-18, Purchase Patch 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 $236,539.00, or take other action deemed appropriate.

Description, Background Information & Purpose

This purchase will replace a 2008 GMC patch truck that is scheduled for replacement. The total purchase includes the truck, underbody scraper at $19,090.00 and de-icing system at $19,628.00 for the streets division. The city believes the trade-in offer is low and the vehicle can gain a higher price through surplus.

Relevant PBB Results & Department Strategic Plan

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

The purchase of the patch 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 patch truck are budgeted within the 2019/20 Municipal Equipment Replacement Fund (MERF).

Legal Review

Legal 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: April 22, 2020

BID IF-20-18

One (1) 2020 or Newer Cab and Chassis Mounted with a New Contractor Type Dump Body

BIDDER	Rush Truck Center			
	Jerome, ID			
ADDENDUM	NA	NA	NA	NA
CAB AND CHASSIS				
Manufacturer	International			
Model	HV607			
Year	2021			
DUMP BODY				
Manufacturer	Henderson			
Model	Mark IV 12' Dump Body			
Year	2020			
Delivery Time of Complete Unit	270-300 Days			
Price without Trade-In	$197,821.00			
Alternate Underbody Scraper	$19,090.00			
Alternate De-Icing System	$19,628.00			
Total Price with Add Alternates	$236,539.00			
Trade-in Allowance #1500	$5,000.00			
TOTAL PRICE WITH TRADE-IN	Not Applicable			
Idaho Motor Vehicle Dealer's License	170			
Sub-Bidder Dump Body	MetroQuip			

IDAHO FALLS

MEMORANDUM

FROM: Pam Alexander, Municipal Services Director
DATE: Wednesday, May 6, 2020
RE: Quote 20-023, Purchase of Inventory for Idaho Falls Power

Council Action Desired

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

Accept and approve the lowest quotes received for a total of $80,676.26 or take other action deemed appropriate.

Description, Background Information & Purpose

This purchase will provide inventory for Idaho Falls Power.

Relevant PBB Results & Department Strategic Plan

☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

This purchase supports the well-planned growth and development community-oriented result by replenishing required inventory for the Idaho Falls Power warehouse.

Interdepartmental Coordination

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

Fiscal Impact

Funds for the inventory are budgeted within the 2019/20 Idaho Falls Power Fiber budget.

Legal Review

Legal concurs the Council action desired is within State Statute.

City of Idaho Falls
Q20-023/75120 Power Inventory

Vendor	Quantity	1) Anixter Salt Lake City, UT	2.) Northern Power Centerville, UT	3.) Border States Billings, MT	5.) D & S Electric Idaho Falls, ID	6.) Codale Salt Lake City, UT	7.) General Pacific Fairview, OR
ITEM 1 - Conduit Continuous Duct 2"							
Price Per Feet	12,500	$ 0.63	$ 0.6100	$ 0.6573	$ 0.6200	$ 0.5200	$ 0.59
TOTAL		$ 7,875.00	$ 7,625.00	$ 8,216.25	$ 7,750.00	$ 6,500.00	$ 7,337.50
Delivery Time		3-4 Weeks	3 WEEKS	5-6 weeks	3 WEEKS	3-5 weeks	4-5 WEEKS
ITEM 2 - Coupling, 2" Male							
Price Per Each	50	$ 0.48	$ -	$ 0.4607	$ 0.6000	$ 0.4500	$ 0.91
TOTAL		$ 24.00	$ -	$ 23.04	$ 30.00	$ 22.50	$ 45.30
Delivery Time		2-3 Weeks	NO QUOTE	STOCK	2 DAYS	stock	2-4 WEEKS
ITEM 3 -Plate: Pole Eye							
Price Per Each	50	$ 7.3500	$ 6.50	$ 5.49	$ -	$ 6.7500	
TOTAL		$ 367.50	$ 325.00	$ 274.50	$ -	$ 337.50	
Delivery Time		5-6 Weeks	STOCK - 1 WEEK	2 WEEKS	no quote	4-6 weeks	NO QUOTE
ITEM 4 -Clamp, Hot line, small							
Price Per Each	300	$ 8.6000	$ 9.7500	$ 10.30	$ -	$ 8.2700	$ 10.48
TOTAL		$ 2,580.00	$ 2,925.00	$ 3,090.00	$ -	$ 2,481.00	$ 3,144.00
Delivery Time		2-3 Weeks	1 WEEK	4-5 WEEKS	no quote	7-8 weeks	2-4 WEEKS
ITEM 5 -Insulator: 3 Weathersheds							
Price Per Roll	90	$ 8.8000	$ 11.9000	$ 10.39	$ -	$ 9.7500	$ 8.99
TOTAL		$ 792.00	$ 1,071.00	$ 935.10	$ -	$ 877.50	$ 809.10
Delivery Time		3-4 Weeks	STOCK	STOCK	no quote	stock	STOCK
ITEM 6 -Connector: #600000-#4/0							
Price Per Each	40	$ 28.4500	$ -	$ 28.5500	$ -	$ 27.3000	
TOTAL		$ 1,138.00	$ -	$ 1,142.00	$ -	$ 1,092.00	
Delivery Time		12-14 Weeks	NO QUOTE	6 WEEKS	no quote	8-10 weeks	NO QUOTE
ITEM 7 -Fuse: FNM 20 AMP							
Price Per Each	100	$ -	$ -	$ 4.00	$ 3.5000	$ 5.7200	
TOTAL		$ -	$ -	$ 400.00	$ 350.00	$ 572.00	
Delivery Time		No Quote	NO QUOTE	3 WEEKS	2-3 WEEKS	2-4 weeks	NO QUOTE
ITEM 8 -Insulink: #4 - #4							
Price Per Each	100	$ 0.3800	$ 0.6000	$ 0.43	$ -	$ 0.4000	$ 0.43
TOTAL		$ 38.00	$ 60.00	$ 43.00	$ -	$ 40.00	$ 42.60
Delivery Time		3-4 Weeks	STOCK - 1 WEEK	STOCK	NO QUOTE	2-3 weeks	STOCK
ITEM 9 -Insulink: #2 - #4							
Price Per Each	100	$ 0.3800	$ 0.6000	$ 0.43	$ -	$ 0.4000	$ 0.43
TOTAL		$ 38.00	$ 60.00	$ 43.00	$ -	$ 40.00	$ 42.60
Delivery Time		1-2 Weeks	STOCK - 1 WEEK	STOCK	no quote	2-3 weeks	STOCK

City of Idaho Falls
Q20-023/75120 Power Inventory

Vendor		1) Anixter	2.) Northern Power	3.) Border States	5.) D & S Electric	6.) Codale	7.) General Pacific
		Salt Lake City, UT	Centerville, UT	Billings, MT	Idaho Falls, ID	Salt Lake City, UT	Fairview, OR
ITEM 10 - Insulink #2 - #2							
Price Per Each	200	$ 0.3800	$ 0.6000	$ 0.43	$ -	$ 0.4000	$ 0.41
TOTAL		$ 76.00	$ 120.00	$ 86.00	$ -	$ 80.00	$ 82.80
Delivery Time		1-2 Weeks	STOCK - 1 WEEK	STOCK	NO QUOTE	2-3 weeks	STOCK
ITEM 11 - Insulink: #1/0 - #1/0							
Price Per Each	100	$ 0.3800	$ 0.6000	$ 0.44	$ -	$ 0.4200	$ 0.46
TOTAL		$ 38.00	$ 60.00	$ 44.00	$ -	$ 42.00	$ 46.30
Delivery Time		2-3 WEEKS	STOCK	STOCK	NO QUOTE	2-3 weeks	2-4 WEEKS
ITEM 12 - Aluminum: #4-#2							
Price Per Each	150	$ 5.2000	$ 7.3500	$ 5.48	$ -	$ 6.2400	$ 8.43
TOTAL		$ 780.00	$ 1,102.50	$ 822.00	$ -	$ 936.00	$ 1,264.50
Delivery Time		2-3 WEEKS	STOCK	2 WEEKS	NO QUOTE	stock - 3 weeks	STOCK
ITEM 13 -Aluminum #1/0 ACSR							
Price Per Each	50	$ 6.3500	$ 13.8000	$ 12.83	$ -	$ 8.8900	$ 8.67
TOTAL		$ 317.50	$ 690.00	$ 641.50	$ -	$ 444.50	$ 433.50
Delivery Time		2-3 WEEKS	STOCK	6 WEEKS	NO QUOTE	3-4 weeks	STOCK
ITEM 14 -Connector: #2 - #6 ACSR							
Price Per Each	300	$ 4.3500	$ 4.9000	$ 4.29	$ -	$ 4.1100	
TOTAL		$ 1,305.00	$ 1,470.00	$ 1,287.00	$ -	$ 1,233.00	
Delivery Time		8 WEEKS	10 WEEKS	6 WEEKS	NO QUOTE	6-7 weeks	NO QUOTE
ITEM 15 Connector: #6-#1/0 ACSR							
Price Per Each	400	$ 4.8000	$ 5.9000	$ 4.64	$ -	$ 4.7300	
TOTAL		$ 1,920.00	$ 2,360.00	$ 1,856.00	$ -	$ 1,892.00	
Delivery Time		2-3 WEEKS	1-2 WEEKS	4 WEEKS	NO QUOTE	2-3 weeks	NO QUOTE
ITEM 16 - Connector #4/0-2/0-6 ACSR							
Price Per Each	50	$ 10.1000	$ 11.0000	$ 8.47	$ -	$ 8.4800	
TOTAL		$ 505.00	$ 550.00	$ 423.50	$ -	$ 424.00	
Delivery Time		9-10 WEEKS	12 WEEKS	2 WEEKS	NO QUOTE	7-8 weeks	NO QUOTE
ITEM 17 -Connector: #2 - #4/0 ACSR							
Price Per Each	50	$ 10.1000	$ 11.0000	$ 8.63	$ -	$ 8.2400	
TOTAL		$ 505.00	$ 550.00	$ 431.50	$ -	$ 412.00	
Delivery Time		9-10 WEEKS	12 WEEKS	6 WEEKS	NO QUOTE	7-8 weeks	NO QUOTE
ITEM 18 -Connector: #6-#795							
Price Per Each	100	$ 9.4000	$ 11.0000	$ 8.44	$ -	$ 8.9700	
TOTAL		$ 940.00	$ 1,100.00	$ 844.00	$ -	$ 897.00	
Delivery Time		8 WEEKS	8 WEEKS	2 WEEKS	NO QUOTE	5-6 weeks	NO QUOTE

City of Idaho Falls
Q20-023/75120 Power Inventory

Vendor		1) Anixter	2.) Northern Power	3.) Border States	5.) D & S Electric	6.) Codale	7.) General Pacific
		Salt Lake City, UT	Centerville, UT	Billings, MT	Idaho Falls, ID	Salt Lake City, UT	Fairview, OR
ITEM 19 -Shell: Ampact, Yellow							
Price Per Each	100	$ 1.6500	$ -	$ 2.90	$ -	$ 1.8700	$ 3.53
TOTAL		$ 165.00	$ -	$ 290.00	$ -	$ 187.00	$ 353.00
Delivery Time		3-4 WEEKS	NO QUOTE	2 WEEKS	NO QUOTE	stock	STOCK
ITEM 20 -Ampact Tap: #795							
Price Per Each	50	$ 29.0000	$ 41.4000	$ 61.9900	$ -	$ 34.1800	
TOTAL		$ 1,450.0000	$ 2,070.0000	$ 3,099.5000	$ -	$ 1,709.0000	
Delivery Time		3-4 WEEKS	2-4 WEEKS	4 WEEKS	NO QUOTE	3-5 weeks	NO QUOTE
ITEM 21 -Connector: Termminal Pad							
Price Per Each	100	$ 34.9300	$ 21.2000	$ 35.7300		$ 33.4800	
TOTAL		$ 3,493.0000	$ 2,120.0000	$ 3,573.0000		$ 3,348.0000	
Delivery Time		6 WEEKS	3 DAYS	3 WEEKS	NO QUOTE	stock - 6 weeks	NO QUOTE
ITEM 22 Insulator: 30" length							
Price Per Each	30	$ 14.5000	$ 19.5700	$ 17.4900		$ 16.3900	$ 16.32
TOTAL		$ 435.0000	$ 587.1000	$ 524.7000		$ 491.7000	$ 489.60
Delivery Time		4-6 WEEKS	5-6 WEEKS	6 WEEKS	NO QUOTE	4-6 weeks	6-9 WEEKS
ITEM 23 -Insulator: 60" length							
Price Per Each	30	$ 20.7500	$ 24.7200	$ 22.1600		$ 19.6100	$ 22.18
TOTAL		$ 622.5000	$ 741.6000	$ 664.8000		$ 588.3000	$ 665.40
Delivery Time		4-6 WEEKS	3-6 WEEKS	4 WEEKS	NO QUOTE	2-3 weeks	6-8 WEEKS
ITEM 24 -Insulator: 144" length							
Price Per Each	20	$ 24.9000	$ 35.0000	$ 32.5300		$ 30.5000	$ 27.74
TOTAL		$ 498.0000	$ 700.0000	$ 650.6000		$ 610.0000	$ 554.80
Delivery Time		4-6 WEEKS	2-4 WEEKS	3 WEEKS	NO QUOTE	2-3 weeks	6-8 WEEKS
ITEM 25 -Tape: #33, 3/4" x 66'							
Price Per Rolls	400	$ 4.0000	$ 4.3500	$ 4.1000	$ 4.4900	$ 4.1900	$ 4.02
TOTAL		$ 1,600.0000	$ 1,740.0000	$ 1,640.0000	$ 1,796.0000	$ 1,676.0000	$ 1,608.00
Delivery Time		1-2 WEEKS	STOCK - 2 WEEKS	2 WEEKS	2 WEEKS	stock	STOCK
ITEM 26 -Cutout: 100 AMP Polymer							
Price Per Each	126	$ 77.5500	$ 73.0000	$ 93.0000		$ 78.5500	
TOTAL		$ 9,771.3000	$ 9,198.0000	$ 11,718.0000		$ 9,897.3000	
Delivery Time		2-3 WEEKS	STOCK - 6 WEEKS	4 WEEKS	NO QUOTE	2-3 weeks	NO QUOTE
ITEM 27 -Cable Positioner							
Price Per Each	10	$ 14.6500	$ 24.0000	$ 15.5100		$ 22.5200	$ 16.73
TOTAL		$ 146.5000	$ 240.0000	$ 155.1000		$ 225.2000	$ 167.30
Delivery Time		1-2 WEEKS	STOCK - 6 WEEKS	STOCK	NO QUOTE	stock	STOCK
ITEM 28 -Stirrup: #6-2/0							
Price Per Each	100	$ 15.9900	$ 10.0000	$ 16.0200		$ 15.3200	
TOTAL		$ 1,599.0000	$ 1,000.0000	$ 1,602.0000		$ 1,532.0000	
Delivery Time		10 WEEKS	STOCK	4 WEEKS	NO QUOTE	65 days	NO QUOTE
ITEM 29 -Stirrup: #795							
Price Per Each	50	$ 30.4500	$ 32.0000	$ 40.9900		$ 39.1900	$ 38.09
TOTAL		$ 1,522.5000	$ 1,600.0000	$ 2,049.5000		$ 1,959.5000	$ 1,904.50
Delivery Time		5-6 WEEKS	STOCK - 2 WEEKS	6 WEEKS	NO QUOTE	2-3 WEEKS	7-10 WEEKS
ITEM 30 -Fuselink: 6 AMP							
Price Per Each	50	$ 3.0300	$ 4.2500	$ 3.4300		$ 3.5100	
TOTAL		$ 151.5000	$ 212.5000	$ 171.5000		$ 175.5000	

City of Idaho Falls
Q20-023/75120 Power Inventory

Vendor		1) Anixter	2.) Northern Power	3.) Border States	5.) D & S Electric	6.) Codale	7.) General Pacific
		Salt Lake City, UT	Centerville, UT	Billings, MT	Idaho Falls, ID	Salt Lake City, UT	Fairview, OR
Delivery Time		3-4 WEEKS	STOCK	6 WEEKS	NO QUOTE	STOCK	NO QUOTE
ITEM 31 -Fuselink: 8AMP							
Price Per Each	50	$ 3.0300	$ 4.5000	$ 3.4700		$ 3.5100	
TOTAL		$ 151.5000	$ 225.0000	$ 173.5000		$ 175.5000	
Delivery Time		3-4 WEEKS	STOCK	6 WEEKS	NO QUOTE	STOCK	NO QUOTE
ITEM 32 -Fuselink: 12 AMP							
Price Per Each	50	$ 3.0300	$ 4.5000	$ 3.4300		$ 3.2700	
TOTAL		$ 151.5000	$ 225.0000	$ 171.5000		$ 163.5000	
Delivery Time		3-4 WEEKS	STOCK	6 WEEKS	NO QUOTE	STOCK	NO QUOTE
ITEM 33 -Fuselink: 15 AMP							
Price Per Each	50	$ 3.3000	$ 4.5000	$ 3.4800		$ 3.5200	
TOTAL		$ 165.0000	$ 225.0000	$ 174.0000		$ 176.0000	
Delivery Time		3-4 WEEKS	STOCK	6 WEEKS	NO QUOTE	2-3 WEEKS	NO QUOTE
ITEM 34 -Fuselink: 25 AMP							
Price Per Each	50	$ 3.2800	$ 5.0000	$ 3.3700		$ 3.7800	
TOTAL		$ 164.0000	$ 250.0000	$ 168.5000		$ 189.0000	
Delivery Time		3-4 WEEKS	STOCK	6 WEEKS	NO QUOTE	2-3 WEEKS	NO QUOTE
ITEM 35 -Fuselink: 40 AMP							
Price Per Each	50	$ 3.8800	$ 5.0000	$ 3.4600		$ 3.7800	
TOTAL		$ 194.0000	$ 250.0000	$ 173.0000		$ 189.0000	
Delivery Time		3-4 WEEKS	STOCK	6 WEEKS	NO QUOTE	2-3 WEEKS	NO QUOTE
ITEM 36 -fuselink: 65 AMP							
Price Per Each	200	$ 5.6500	$ 9.0000	$ 5.5500		$ 6.3500	
TOTAL		$ 1,130.0000	$ 1,800.0000	$ 1,110.0000		$ 1,270.0000	
Delivery Time		3-4 WEEKS	STOCK - 4 WEEKS	6 WEEKS	NO QUOTE	2-3 WEEKS	NO QUOTE
ITEM 37 -Fuselink 100 AMP							
Price Per Each	50	$ 6.2800	$ 9.2000	$ 6.7800		$ 6.3500	
TOTAL		$ 314.0000	$ 460.0000	$ 339.0000		$ 317.5000	
Delivery Time		2-3 WEEKS	STOCK	6 WEEKS	NO QUOTE	2-3 WEEKS	NO QUOTE
ITEM 38 -Fuselink: 140 AMP							
Price Per Each	50	$ 14.7500	$ 17.5000	$ 16.8400		$ 14.7500	
TOTAL		$ 737.5000	$ 875.0000	$ 842.0000		$ 737.5000	
Delivery Time		6 WEEKS	STOCK	6 WEEKS	NO QUOTE	2-3 WEEKS	NO QUOTE
ITEM 39 -Bolt: 5/8" x 14"							
Price Per Each	100	$ 1.2400	$ 2.0000	$ 1.4900		$ 1.2100	$ 1.77
TOTAL		$ 124.0000	$ 200.0000	$ 149.0000		$ 121.0000	$ 177.00
Delivery Time		1-2 WEEKS	STOCK	STOCK	NO QUOTE	STOCK	STOCK
ITEM 40 Bolt: 5/8" x 8"							
Price Per Each	50	$ 0.8500	$ 1.1000	$ 1.3100		$ 1.3000	$ 1.57
TOTAL		$ 42.5000	$ 55.0000	$ 65.5000		$ 65.0000	$ 78.50
Delivery Time		1-2 WEEKS	STOCK	STOCK	NO QUOTE	STOCK	STOCK
ITEM 41 -Bolt: 5/8" x 16"							
Price Per Each	100	$ 1.4000	$ 2.2000	$ 1.9300		$ 1.7700	$ 1.61
TOTAL		$ 140.0000	$ 220.0000	$ 193.0000		$ 177.0000	$ 161.00
Delivery Time		1-2 WEEKS	STOCK	STOCK	NO QUOTE	STOCK	STOCK
ITEM 42 -Deadend: #4 - 1/0							
Price Per Each	200	$ 1.7200	$ 2.4000	$ 2.2953		$ 1.8700	$ 2.26
TOTAL		$ 344.0000	$ 480.0000	$ 459.0600		$ 374.0000	$ 452.00
Delivery Time		3-4 WEEKS	STOCK	4 WEEKS	NO QUOTE	2-3 WEEKS	STOCK

City of Idaho Falls
Q20-023/75120 Power Inventory

Vendor		1) Anixter	2.) Northern Power	3.) Border States	5.) D & S Electric	6.) Codale	7.) General Pacific
		Salt Lake City, UT	Centerville, UT	Billings, MT	Idaho Falls, ID	Salt Lake City, UT	Fairview, OR
ITEM 43 -Deadend: #6 - #2							
Price Per Each	800	$ 2.3900	$ 3.7500	$ 2.5100		$ 2.5100	$ 2.55
TOTAL		$ 1,912.0000	$ 3,000.0000	$ 2,008.0000		$ 2,008.0000	$ 2,040.00
Delivery Time		6 WEEKS	8 WEEKS	6 WEEKS	NO QUOTE	5-6 WEEKS	7-9 WEEKS
ITEM 44 -Guard: Cutout Switch							
Price Per Each	200	$ 16.8500	$ 17.2000	$ 17.0000		$ 16.0000	$ 15.95
TOTAL		$ 3,370.0000	$ 3,440.0000	$ 3,400.0000		$ 3,200.0000	$ 3,190.00
Delivery Time		4-5 WEEKS	4-6 WEEKS	3 WEEKS	NO QUOTE	4-5 WEEKS	6-8 WEEKS
ITEM 45 -Guard: Bushing Cover							
Price Per Each	100	$ 12.5000		$ 13.2000		$ 13.5600	$ 339.31
TOTAL		$ 1,250.0000		$ 1,320.0000		$ 1,356.0000	$ 33,931.00
Delivery Time		6-8 WEEKS	NO QUOTE	6 WEEKS	NO QUOTE	2-3 WEEKS	14-16 WEEKS
ITEM 46 -Stinger Cover: 3/8"							
Price Per Roll	10	$ 162.0000		$ 184.1500		$ 175.0000	$ 161.91
TOTAL		$ 1,620.0000		$ 1,841.5000		$ 1,750.0000	$ 1,619.10
Delivery Time		2 WEEKS	NO QUOTE	3 WEEKS	NO QUOTE	1-2 WEEKS	1 WEEK
ITEM 47 -Solvent: Spray Cans							
Price Per Can	36	$ 5.0000	$ 11.0000	$ 41.3000		$ 7.4400	$ 4.86
TOTAL		$ 180.0000	$ 396.0000	$ 1,486.8000		$ 267.8400	$ 174.96
Delivery Time		1 WEEK	STOCK	4 WEEKS	NO QUOTE	STOCK	1 WEEK
ITEM 48 -Shrink Tube: Heat Type #6							
Price Per Each	100	$ -	$ 3.7500	$ 2.9400		$ 3.5000	$ 3.35
TOTAL		$ -	$ 375.0000	$ 294.0000		$ 350.0000	$ 335.00
Delivery Time		NO QUOTE	N/A	3 WEEKS	NO QUOTE	2-3 WEEKS	1-2 WEEKS
ITEM 49 -Shrink Tube: Heat Type #2							
Price Per Each	100	$ -	$ 6.0000	$ 5.3600		$ 4.7200	$ 4.27
TOTAL		$ -	$ 600.0000	$ 536.0000		$ 472.0000	$ 427.00
Delivery Time		NO QUOTE	1 WEEK	3 WEEKS	NO QUOTE	STOCK	1 WEEK
ITEM 50 -Insulator: Standoff							
Price Per Each	90	$ 31.0500	$ 33.0000			$ 29.5200	$ 30.58
TOTAL		$ 2,794.5000	$ 2,970.0000			$ 2,656.8000	$ 2,752.20
Delivery Time		1-4 WEEKS	STOCK	NO QUOTE	NO QUOTE	STOCK	STOCK
ITEM 51 -Fault Indicator							
Price Per Each	100	$ 81.4500					
TOTAL		$ 8,145.0000					
Delivery Time		1-2 WEEKS	NO QUOTE	NO QUOTE	NO QUOTE	NO QUOTE	NO QUOTE
ITEM 52 -Protective Cap: 15KV							
Price Per Each	50	$ 19.1000	$ 23.5000	$ 21.1800		$ 19.5800	$ 18.91
TOTAL		$ 955.0000	$ 1,175.0000	$ 1,059.0000		$ 979.0000	$ 945.50
Delivery Time		1-2 WEEKS	STOCK	4 WEEKS	NO QUOTE	STOCK	STOCK
ITEM 53 -Secondary Pedestal							
Price Per Each	80	$ 110.9000	$ 94.0000			$ 106.4500	$ 95.48
TOTAL		$ 8,872.0000	$ 7,520.0000			$ 8,516.0000	$ 7,638.40
Delivery Time		4-6 WEEKS	3 WEEKS	NO QUOTE	NO QUOTE	3-4 WEEKS	11-13 WEEKS

City of Idaho Falls
Q20-023/75120 Power Inventory

Vendor		1) Anixter	2.) Northern Power	3.) Border States	5.) D & S Electric	6.) Codale	7.) General Pacific
		Salt Lake City, UT	Centerville, UT	Billings, MT	Idaho Falls, ID	Salt Lake City, UT	Fairview, OR
ITEM 54 -Spade Extension: 8-Hole							
Price Per Each	20	$ 42.0000	$ 43.0000	$ 42.3600		$ 41.8900	$ 41.60
TOTAL		$ 840.0000	$ 860.0000	$ 847.2000		$ 837.8000	$ 832.00
Delivery Time		4 WEEKS	STOCK - 4 WEEKS	4 WEEKS	NO QUOTE	4-6 WEEKS	6-8 WEEKS
ITEM 55 -Transformer Box Pad 37" x 43" x 24"							
Price Per Each	40	$ 189.0000	$ 250.0000			$ 374.5800	$ 293.03
TOTAL		$ 7,560.0000	$ 10,000.0000			$ 14,983.2000	$ 11,721.20
Delivery Time		1-2 WEEKS	4 WEEKS	NO QUOTE	NO QUOTE	6-7 WEEKS	24-27 WEEKS
ITEM 56 -Ground Sleeve Transformer 3 Phase							
Price Per Each	20	$ 259.0000			$ 290.0000		$ 243.72
TOTAL		$ 5,180.0000			$ 5,800.0000		$ 4,874.40
Delivery Time		2-4 WEEKS	NO QUOTE	NO QUOTE	2-3 WEEKS	NO QUOTE	5-7 WEEKS
Total Submitted		$ 87,029.8000	$ 75,878.7000	$ 63,551.6450	$ 10,216.0000	$ 82,054.1400	$ 90,340.06
Total Awarded		**$ 37,296.3000**	**$ 7,520.0000**	**$ 4,975.0000**	**$ 350.0000**	**$ 21,662.6000**	**$ 8,872.96**

IDAHO FALLS

MEMORANDUM

FROM: Pam Alexander, Municipal Services Director
DATE: Wednesday, May 6, 2020
RE: Quote 20-026, Purchase Gravel for Public Works

Council Action Desired

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

Accept and approve the lowest quote received from Rhodehouse Construction of Rigby, Idaho for a total of $60,520.00 or take other action deemed appropriate.

Description, Background Information & Purpose

This purchase will provide gravel for water division projects.

Relevant PBB Results & Department Strategic Plan

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

The purchase of the gravel 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 gravel are budgeted within the 2019/20 Public Works, Water Division.

Legal Review

Legal concurs the Council action desired is within State Statute.

City of Idaho Falls
Q20-026/75353 Gravel

Vendor		Rhodehouse Construction Rigby, ID	HK Contractors Idaho Falls, ID	Burns Concrete Idaho Falls, ID	TMC Contractors Idaho Falls, ID
	6500 ton	$7.19	$11.50	NO RESPONSE	NO RESPONSE
3/4" Crushed Gravel					
Delivered to 564 Hemmert		$46,735.00	$74,750.00		
	1500 ton				
3/4" Crushed Gravel		$9.19	$11.50	NO RESPONSE	NO RESPONSE
Delivered to Power Substation					
14th and Holmes		$13,785.00	$17,250.00		
Total		$60,520.00	$92,000.00		

IDAHO FALLS

MEMORANDUM

FROM: Pam Alexander, Municipal Services Director

DATE: Wednesday, May 6, 2020

RE: Additional Purchase from RFP IF-20-069, Cobra Head Streetlights for Idaho Falls Power

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

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

Approve the additional purchase from the original request for proposal awardee Anixter, Inc. of Salt Lake City for a total of $152,400.00, or take other action deemed appropriate.

Description, Background Information & Purpose

The award of IF-20-069 was accepted and approved for contract award on December 19, 2019. This purchase will provide additional cobra head streetlight inventory for Idaho Falls Power.

Relevant PBB Results & Department Strategic Plan

☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

The installation of the cobra head streetlights reduces energy consumption, maintenance and supports the environmental sustainability community-oriented result by installing energy efficient streetlights.

Interdepartmental Coordination

Idaho Falls Power concurs with Municipal Services to access IF-20-069 contract award to purchase additional inventory needed.

Fiscal Impact

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

Legal Review

Legal concurs the Council action desired is within State Statute.

Company From	Wesco Distribution Portland, OR	Platt Electric Supply Idaho Falls, ID	General Pacific "A" Fairview, OR	General Pacific "B" Fairview, OR	General Pacific "C" Fairview, OR	Mountain States Lighting Murray, UT	Irby Utilities Portland, OR	Wolfe Lighting, LLC Idaho Falls, ID	SolarMax LED, Inc. Riverside, CA	Graybar Electric Boise, ID	Daybreak LED LLC San Antoniio, TX	Codale Electric Supply Inc. Salt Lake City, UT	D & S Electricl Supply Idaho Falls, ID	Anixter Inc "A" Salt Lake City , UT	Anixter Inc "B" Salt Lake City , UT	Anixter Inc "C" Salt Lake City, UT
Manufacturer	Autobahn ATB0	General Illumination Products	Howard Lighting	GE Evolve	AutoBahn ATB0	Cree	Howard Lighting	Not Indicated	SolarMax	Leotek	Daybreak LED	Cree	Not Indicated	Lumec	Lumec	GE Evolve
Adendum 1 included (y/n)	N	Y	N	N	N	Y	N	N	N	N	N	Y	Y	Y	Y	Y
Variation I:																
Item 1: 100W																
200																
System Wattage	60	44	48.3	58	60	52	48.3	62	55	44	60	60	44	60	60	58
Delivered Lumens	6800	6864	7620	7000	6800	7112	7620	7632	7578	6864	7200	8000	6864	6907	6907	7000
Efficacy (lm/W)	113.33	156.00	157.76	120.69	113.33	136.77	157.76	123.10	137.78	156	120	133.33	156	115.12	115.12	120.69
Unit Price	$149.00	$164.44	$182.63	$142.55	$147.84	$134.75	$178.35	$112.50	$143.00	$167.01	$228.00	$138.25	$166.50	$108.00	$108.00	$142.10
Extended Price	$29,800.00	$32,888.00	$36,526.00	$28,510.00	$29,568.00	$26,950.00	$35,670.00	$22,500.00	$28,600.00	$33,402.00	$45,600.00	$27,650.00	$33,300.00	$21,600.00	$21,600.00	$28,420.00
Delivery Time	8-10 Weeks ARO	4-6 Weeks ARO	Prior to 1/1/20: 6-10 Weeks After 1/1/20 3-6 Weeks	3-6 Weeks ARO	8-10 Weeks ARO	4-6 Weeks	2-4 Weeks ARO	8-10 Weeks ARO	7-9 Weeks	5-7 Weeks ARO	30-60 Days	4-6 Weeks	4-6 Weeks	4-6 Weeks	4-6 Weeks	4 Weeks
Item 2: 200W																
100																
System Wattage	110	85	100	111	110	101	100	101	110	85	120	100	85	108	100	111
Delivered Lumens	13000	13402	14000	13000	13000	13508	14000	13623	15267	13402	14400	13000	13402	14079	12930	13000
Efficacy (lm/W)	118.18	157.67	140	117.12	118.18	133.74	140	134.88	138.79	157.67	120	130	157.67	130.36	129.3	117.12
Unit Price	$208.00	$179.86	$182.63	$184.79	$205.91	$198.00	$178.35	$208.00	$180.00	$182.75	$297.00	$179.25	$182.25	$143.00	$127.00	$184.23
Extended Price	$20,800.00	$17,986.00	$18,263.00	$18,479.00	$20,591.00	$19,800.00	$17,835.00	$20,800.00	$18,000.00	$18,275.00	$29,700.00	$17,925.00	$18,225.00	$14,300.00	$12,700.00	$18,423.00
Delivery Time	8-10 Weeks ARO	4-6 Weeks After Approved Subs	Prior to 1/1/20: 6-10 Weeks After 1/1/20 3-6 Weeks	3-6 Weeks ARO	8-10 Weeks ARO	4-6 Weeks	2-4 Weeks ARO	8-10 Weeks ARO	7-9 Weeks	5-7 Weeks ARO	30-60 Days	4-6 Weeks	4-6 Weeks	4-6 Weeks	4-6 Weeks	4 Weeks
Variation I Lump Sum Total:	$50,600.00	$50,874.00	$54,789.00	$46,989.00	$50,159.00	$46,750.00	$53,505.00	$43,300.00	$46,600.00	$51,677.00	$75,300.00	$45,575.00	$51,525.00	$35,900.00	$34,300.00	$46,843.00
Variation II																
Item 3: 11W-200W Field Adjustable																
300																
System Wattage	70	59	46.7	58	70	101	46.7	101	33	59	120	100	59	108	100	58
Field Adjustable Wattage	145	85	87.5	111	145	13508	87.5		110	85						111
Delivered Lumens	8893	9562	7554	7000	8893		7554	13623	4580	9562	14400	12000	13402	14079	12930	7000
Field Adjustable Lumens	16193	13402	13062	13000	13193		13062		15267	13402						13000
Efficacy (lm/W)	127.00	162.07	161.76	120.69	127.04	133.74	161.76	134.88	138.79	162.07	120	120	227.15	130.36	129.3	120.69
Field Adjustable Efficacy	145.00	157.67	149.28	117.12	90.99		149.28		138.79	157.67						117.12
Unit Price	$218.00	$179.86	$193.19	$195.35	$216.47	$203.00	$188.65	$234.00	$190.00	$182.75	$297.00	$208.25	$182.00	$159.00	$143.00	$194.80
Extended Price	$65,400.00	$53,958.00	$57,957.00	$58,605.00	$64,941.00	$60,900.00	$56,595.00	$70,200.00	$57,000.00	$54,825.00	$89,100.00	$62,475.00	$54,600.00	$47,700.00	$42,900.00	$58,440.00
Delivery Time	8-10 Weeks ARO	4-6 Weeks After Approved Subs	Prior to 1/1/20: 6-10 Weeks After 1/1/20 3-6 Weeks	3-6 Weeks ARO	8-10 Weeks ARO	4-6 Weeks	2-4 Weeks ARO	8-10 Weeks ARO	7-9 Weeks	5-7 Weeks ARO	30-60 Days	4-6 Weeks	4-6 Weeks	4-6 Weeks	4-6 Weeks	4 Weeks
Variation II Lump Sum Total:	$65,400.00	$53,958.00	$57,957.00	$58,605.00		$60,900.00	$56,595.00	$70,200.00	$57,000.00	$54,825.00	$89,100.00	$62,475.00	$54,600.00	$47,700.00	$42,900.00	$58,440.00
Variation III																
Item 4: 400W																
200																
System Wattage	145	100	150	149	145	123	150	122	115	100	150	110	100	160	120	149
Delivered Lumens	16193	15400	21000	16000	16193	15613	21000	15637	16498	15400	18000	16000	15400	19489	16181	16000
Efficacy (lm/W)	112	154	140	107.38	111.68	126.93	140	128.17	143.4608696	154	120	145.45	154	121.81	134.84	107.38
Unit Price	$224.00	$205.55	$193.19	$190.07	$221.75	$208.00	$188.65	$208.00	$205.00	$208.77	$304.00	$242.25	$207.00	$154.00	$167.00	$189.47
Extended Price	$44,800.00	$41,110.00	$38,638.00	$38,014.00	$44,350.00	$41,600.00	$37,730.00	$41,600.00	$41,000.00	$41,754.00	$60,800.00	$48,450.00	$41,400.00	$30,800.00	$33,400.00	$37,894.00
Delivery Time	8-10 Weeks ARO	4-6 Weeks After Approved Subs	Prior to 1/1/20: 6-10 Weeks After 1/1/20 3-6 Weeks	3-6 Weeks ARO	8-10 Weeks ARO	4-6 Weeks	2-4 Weeks ARO	8-10 Weeks ARO	7-9 Weeks	5-7 Weeks ARO	30-60 Days	4-6 Weeks	4-6 Weeks	4-6 Weeks	4-6 Weeks	4 Weeks
Variation III Lump Sum Total:	$44,800.00	$41,110.00	$38,638.00	$38,014.00	$44,350.00	$41,600.00	$37,730.00	$41,600.00	$41,000.00	$41,754.00	$60,800.00	$48,450.00	$41,400.00	$30,800.00	$33,400.00	$37,894.00
Add Alternate																
Item 5: Additional Cost per light for 7 Pin Phote-Eye Socket			NO BID													
500																
Unit Price	$14.00	$11.31		Standard w Fixture	$13.73	$5.00	Included	$11.00	included	$11.48	$11.00	$10.00	$11.50	included	included	standard
Extended Price	$7,000.00	$5,655.00			$6,865.00	$2,500.00		$5,500.00		$5,740.00	$5,500.00	$5,000.00	$5,750.00			
Delivery Time	8-10 Weeks ARO	4-6 Weeks After Approved Subs			8-10 Weeks ARO	4-6 Weeks		8-10 Weeks ARO		5-7 Weeks ARO	30-60 Days	4-6 Weeks	4-6 Weeks	4-6 Weeks	4-6 Weeks	
Ad Alternate Lump Sum Total:	$7,000.00	$5,655.00		$0.00	$6,865.00	$2,500.00	$0.00	$5,500.00	$0.00	$5,740.00	$5,500.00	$5,000.00	$5,750.00	$0.00	$0.00	$0.00
Awarded Totals:															**$55,000.00**	

Addition 100 units added to line 4 option III (not on original RFP) 100 ea @ $167.00 $16,700.00

*Amount for additional equipment not included in RFP which legal has reviewed and approved: 300 ea @ $17.00 $5,100.00

Total of all items $76,800.00

55200

IDAHO FALLS

MEMORANDUM

FROM: Pam Alexander, Municipal Services Director
DATE: Wednesday, May 6, 2020
RE: Purchase Meter Inventory for Idaho Falls Power

Council Action Desired

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

Approve the purchase of 4,000 meters from Elster Solutions, LLC., for a total of $320,000 (or take other action deemed appropriate).

Description, Background Information & Purpose

Idaho Falls Power will purchase the meters to replenish meter inventory.

Relevant PBB Results & Department Strategic Plan

☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

The purchase of the meters supports the economic, growth and livable community oriented results by improving the outage management system and therefore providing a higher level of customer service by reducing the duration of unplanned power outages.

Interdepartmental Coordination

Idaho Falls Power concurs with the recommendation.

Fiscal Impact

Elster Solutions, LLC ., is honoring a price of $80.00 per meter. Funds to purchase the meters are within the Idaho Falls Power 2019/20 budget.

Legal Review

Legal concurs the council action desired is within State Statute.

MUNICIPAL SERVICES

IDAHO FALLS

Municipal Services (208) 612-8249
City Clerk (208) 612-8415
IT Division (208) 612-8118
Finance Division (208) 612-8230
Treasurer's Office (208) 612-8218
General Services (208) 612-8431

MEMORANDUM

TO: Pam Alexander, Municipal Services Director

FROM: Lisa Jones, Purchasing Agent

DATE: September 4, 2018

RE: Power Meter Inventoryt

It is the recommendation of Municipal Services Department and Idaho Falls Power to purchase additional Power Meters through Elster Solutions, LLC with prices $21.00 below that of the March 2018 quote. The total cost of $285,000.00 includes an additional discount of $35,000 due to issues with previous shipment.

The amount is budgeted in the Idaho Falls Power 2017/2018 budgets.

Respectfully,

Lisa Jones
Purchasing Agent

Chandra Witt
General Services Administrator

P.O. Box 50220 | 308 Constitution Way | Idaho Falls, Idaho 83405-0220

Elster Solutions, LLC
208 South Rogers Lane
RALEIGH NC 27610
USA

08-09-2018 11:33:16

Credit Memo

Bill-To-Party
Idaho Falls Power
Attn: Mark Reed
PO Box 50220
IDAHO FALLS ID 83405

Remit Payment To
Elster Solutions, LLC
PO Box 27858
CHICAGO IL 60673-1274
USA

Invoice Number	1600002559
Invoice Date	08-09-2018
P.O.	
Customer No.	0001001083
Invoice Amt.	35,000.00 USD
Term of Payment	Payable Immediately

Assignment No	Text Description	Cust.Ref.Item	Total Amount
20180809	IFP - U6 Resolution Credit Memo		35,000.00

Lisa Jones

From: Bil Knox
Sent: Thursday, August 23, 2018 1:09 PM
To: Lisa Jones; Pam Alexander; Chandra Witt
Cc: Jace Yancey
Subject: FW: [External] Idaho falls power

Here is the email from Elster stating the price reduction and the credit given per the resolution agreed upon by Bear and Elster.
Is there anything else required to issue the purchase order.

Bil'

IDAHO FALLS POWER

Electric Department
William Knox | *Facility Services Manager*

140 S Capital Ave
Idaho Falls, Idaho 83402
Work: (208) 612-8434
BKnox@ifpower.org

From: Jace Yancey
Sent: Thursday, August 23, 2018 12:47 PM
To: Pam Alexander <PAlexander@idahofallsidaho.gov>; Chandra Witt <CWitt@idahofallsidaho.gov>; Lisa Jones <LJones@idahofallsidaho.gov>; Bil Knox <BKnox@ifpower.org>
Subject: FW: [External] Idaho falls power

Below is the document that was sent from Elster to the City of Idaho Falls for the meter pricing. Bil asked me to forward this to everyone. Let me know if you need additional information or if you have questions.

Thanks,
Jace

IDAHO FALLS POWER

Jace Yancey | *Operation Technology Manager*

140 S Capital Ave

Idaho Falls, Idaho 83402
(208) 612-8121
jyancey@ifpower.org

From: Durham, Scott [mailto:Scott.Durham@Honeywell.com]
Sent: Wednesday, August 08, 2018 7:19 AM
To: Bil Knox <BKnox@ifpower.org>; Henes, Robert <Robert.Henes@Honeywell.com>
Cc: Jace Yancey <JYancey@ifpower.org>; Bear Prairie <BPrairie@ifpower.org>
Subject: RE: [External] Idaho falls power

Greetings all,

Per the Resolution Agreement, the price for up to 25,000 REXU D meters is $80 ea.

Use that for the PO while we get the Credit Memo issued.

The two are independent docs so for us to get these in the production queue to meet your delivery timing, I'd issue the PO ASAP if you are OK with us processing the Credit Memo in parallel.
By this email, we acknowledge that Idaho Falls plans to apply the $35,000 credit against this purchase.

Thanks!

Scott

Scott Durham
General Manager, West
Honeywell HPS | Smart Energy
214-912-0671
scott.durham@honeywell.com

From: Bil Knox [mailto:BKnox@ifpower.org]
Sent: Wednesday, August 08, 2018 8:09 AM
To: Henes, Robert <Robert.Henes@Honeywell.com>
Cc: Jace Yancey <JYancey@ifpower.org>; Bear Prairie <BPrairie@ifpower.org>; Durham, Scott <Scott.Durham@Honeywell.com>
Subject: RE: [External] Idaho falls power

Robert – that is great news, I'll look for it and then start the process of the new purchase order. Is the price on the meter still going to be the $101 cost?

IDAHO FALLS POWER

Electric Department
William Knox | *Facility Services Manager*

140 S Capital Ave

Lisa Jones

From: Bil Knox
Sent: Wednesday, August 08, 2018 11:46 AM
To: Lisa Jones; Jace Yancey
Cc: Chandra Witt; Bear Prairie
Subject: RE: Meter order

Lisa – I did a req - #67568 for the meters that Jace is requesting. There is a credit memo also going to be on that req. Also, there was a resolution that I forwarded to you about some negotiations that Bear secured on pricing. The last po that we did wa on 3/23 - #90388. Council approved on 3/22

If you need anything else, let me know

IDAHO FALLS POWER

Electric Department
William Knox | *Facility Services Manager*

140 S Capital Ave
Idaho Falls, Idaho 83402
Work: (208) 612-8434
BKnox@ifpower.org

From: Lisa Jones
Sent: Wednesday, August 08, 2018 11:37 AM
To: Jace Yancey <JYancey@ifpower.org>
Cc: Chandra Witt <CWitt@idahofallsidaho.gov>; Bil Knox <BKnox@ifpower.org>; Bear Prairie <BPrairie@ifpower.org>
Subject: RE: Meter order

What is the PO # of that previous order? I will that info to populate the specs in the invitation.

Thanks in advance,
Lisa

From: Jace Yancey
Sent: Wednesday, August 08, 2018 11:21 AM
To: Lisa Jones <LJones@idahofallsidaho.gov>
Cc: Chandra Witt <CWitt@idahofallsidaho.gov>; Bil Knox <BKnox@ifpower.org>; Bear Prairie <BPrairie@ifpower.org>
Subject: Meter order

Lisa we would like to purchase 4000 remote disconnect meters as soon as possible. The total dollar amount will be approximately $320,000. This will obviously require a formal quote. We submitted an order a few months back that will be identical to this one. We would like at least 1000 meters here by October 1st and the remainder of meters here by November 1st. I know the deadline for formal bids was last week but this should be straight forward with little or no

chance of a re-bid. Of the 1000s of meter we have purchased in the past it always goes to the same entity. Let us know if you have any issues or concerns.

Thanks,
Jace

Jace Yancey | *Operation Technology Manager*

140 S Capital Ave
Idaho Falls, Idaho 83402
(208) 612-8121
jyancey@ifpower.org

IDAHO FALLS

MEMORANDUM

FROM: Josh Roos, City Treasurer
DATE: Monday, April 20, 2020
RE: Treasurer's Report for March 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 March 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 March 2020, total cash and investments total $129.9M. Total receipts received and reconciled to the general ledger were reported at $14.1M, which includes revenues of $12M and interdepartmental transfers of $2.1M. Total disbursements reconciled to the general ledger were reported at $13.7M, which includes salary and benefits of $5.3M, operating costs of $6.3M and inter-departmental transfers of $2.1M. As reported in the attached investment report, the total investments reconciled to the general ledger were reported at $114.4M.

Relevant PBB Results & Department Strategic Plan

☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

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

Interdepartmental Coordination

Not applicable.

Fiscal Impact

Not applicable.

Legal Review

Not applicable.

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

FUND	BEGINNING CASH & INVESTMENTS	TOTAL RECEIPTS	TOTAL DISBURSEMENTS	ENDING BALANCE CASH & INVESTMENTS
GENERAL	$12,565,338.77	$2,776,340.89	$4,492,787.41	$10,848,892.25
STREET	$3,138,351.79	$82,962.49	$361,925.48	$2,859,388.80
RECREATION	($80,394.25)	$120,034.33	$193,858.28	($154,218.20)
LIBRARY	$3,667,511.06	$49,651.83	$238,130.23	$3,479,032.66
AIRPORT PFC FUND	$0.00	$47,419.75	$47,375.85	$43.90
MUNICIPAL EQUIP. REPLCMT.	$13,482,362.38	$323,864.89	$174,174.52	$13,632,052.75
EL. LT. WEATHERIZATION FD	$3,180,711.48	$50,324.29	$22,777.59	$3,208,258.18
BUSINESS IMPRV. DISTRICT	$83,953.75	$36,693.89	$456.86	$120,190.78
GOLF	($624,973.77)	$89,142.54	$171,693.05	($707,524.28)
SELF-INSURANCE FD.	$3,138,184.75	$104,456.69	$423,010.96	$2,819,630.48
HEALTH & ACCIDENT INSUR.	$4,615,805.48	$16,321.34	$25,118.29	$4,607,008.53
WILDLAND	$203,403.99	$719.23	$1,106.88	$203,016.34
SANITARY SEWER CAP IMP.	$2,640,949.37	$82,189.81	$14,371.52	$2,708,767.66
MUNICIPAL CAPITAL IMP.	$1,634,498.55	$11,407.32	$8,894.62	$1,637,011.25
STREET CAPITAL IMPROVEMENT	$900,842.87	$20,282.82	$4,902.20	$916,223.49
BRIDGE & ARTERIAL STREET	$745,184.84	$36,812.93	$4,055.15	$777,942.62
WATER CAPITAL IMPROVEMENT	$4,470,863.63	$217,018.64	$24,329.55	$4,663,552.72
SURFACE DRAINAGE	$195,915.52	$5,890.38	$1,066.13	$200,739.77
TRAFFIC LIGHT CAPITAL IMPRV.	$1,000,128.81	$39,332.26	$6,442.65	$1,033,018.42
PARKS CAPITAL IMPROVEMENT	($45,633.12)	$0.00	$0.00	($45,633.12)
FIRE CAPITAL IMPROVEMENT	($2,624,352.64)	$2,900.57	$0.00	($2,621,452.07)
ZOO CAPITAL IMPROVEMENT	$79,355.50	$50,280.60	$20,329.18	$109,306.92
CIVIC AUDITORIUM CAPITAL IMP.	$95,746.95	$100,338.56	$521.04	$195,564.47
GOLF CAPITAL IMP.	$25,625.87	$4,373.71	$139.45	$29,860.13
POLICE CAPITAL IMPROVEMENT	($677,059.95)	$10,000.00	$0.00	($667,059.95)
AIRPORT	($196,927.99)	$441,124.56	$576,866.61	($332,670.04)
WATER	$6,268,190.31	$942,569.13	$578,308.21	$6,632,451.23
SANITATION	$3,688,821.52	$508,037.69	$409,837.70	$3,787,021.51
AMBULANCE	($1,896,656.44)	$852,797.08	$479,956.46	($1,523,815.82)
IDAHO FALLS POWER	$50,101,830.83	$5,836,773.75	$4,589,797.58	$51,348,807.00
FIBER	$725,546.49	$115,323.72	$168,371.58	$672,498.63
WASTEWATER	$19,090,474.23	$1,114,340.67	$686,735.32	$19,518,079.58
TOTAL ALL FUNDS	**$129,593,600.58**	**$14,089,726.36**	**$13,727,340.35**	**$129,955,986.59**

CITY OF IDAHO FALLS
INVESTMENT RECONCILIATION
Mar-20

	BOND	AGENCY	TREASURY	COMMERCIAL PAPER	CERTIFICATES	MONEY MARKET	CASH/EQUIVALENT	TOTAL
LPL					$1,257,789.74		$832,267.84	$2,090,057.58
LGIP						$10,161,466.06		$10,161,466.06
WELLS FARGO	$41,936,281.29	$15,170,594.47	$11,410,864.36			$11,824,754.98		$80,342,495.10
DA DAVIDSON					$1,266,377.50		$1,521,903.51	$2,788,281.01
WASHINGTON FEDERAL					$250,000.00		$5,597.82	$255,597.82
ISU					$250,000.00		$14,671.61	$264,671.61
KEY BANK	$797,008.85	$1,591,804.00	$1,757,722.10				$1,538,003.29	$5,684,538.24
IDAHO CENTRAL					$4,000,000.00		$226,823.56	$4,226,823.56
BANK OF IDAHO						$6,619,697.06		$6,619,697.06
BANK OF COMMERCE					$2,000,000.00		$0.00	$2,000,000.00
	$42,733,290.14	$16,762,398.47	$13,168,586.46	$0.00	$9,024,167.24	$28,605,918.10	$4,139,267.63	**$114,433,628.04**

April 20, 2020 - Unapproved

The City Council of the City of Idaho Falls met in Council Work Session, Monday, April 20, 2020, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

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

Also present:
Pamela Alexander, Municipal Services Director
Ed Morgan, Civic Center for the Performing Arts Manager
Duane Nelson, Fire Chief (by WebEx)
Brad Cramer, Community Development Services Director
Lisa Farris, Grants Administrator
Randy Fife, City Attorney (by WebEx)
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:04 p.m. with the following items:

Acceptance and/or Receipt of Minutes:
It was moved by Councilmember Francis, seconded by Councilmember Smede, to receive the April 7, 2020 recommendations from the Planning and Zoning Commission pursuant to the Local Land Use Planning Act (LLUPA). Roll call as follows: Aye – Councilmembers Smede, Radford, Hally, Freeman, Dingman, Francis. Nay – none. Motion carried.

Calendars, Announcements and Reports:
April 21 and April 22, Eastern Idaho Public Health (EIPH) webinars by Zoom platform
April 22, Governor Brad Little will speak at Idaho Falls Luncheon (coordinated with the Chamber of Commerce, Rotary, Civitan's Club, and, City Club); and, Governor Brad Little Q&A from AARP
April 23, Idaho Falls Power (IFP) Board Meeting; City Council Meeting; Governor Brad Little Press Conference; weekly call with Government officials; and, City Club Forum for District 33, Seat B candidates
April 25, 50th anniversary of Earth Day

Mayor Casper noted the back-to-back Council Meeting weeks in May due to Memorial Day.

Liaison Reports and Council Concerns:
Councilmember Dingman believes it's time to make a modification to the City's current anti-discrimination ordinance to codify the prohibition of discrimination in places open to the general public for resort, accommodation, assemblage, and amusement. She stated, due to Idaho House Bills (HB) 500 and 509, Council had the opportunity to hear from several individuals regarding discrimination. She indicated Legal staff has created a proposed ordinance which she believes is a good fit for the City. Councilmember Dingman also believes this is needed for the local youth. She indicated, per a recent survey sponsored by the Idaho Governor's Office of Drug Policy, suicide was the 2nd leading cause of death among youth aged 10 to 19 in Idaho in 2017. She wants to ensure City ordinances include anti-discrimination language. Councilmember Dingman requested this item be included on the May 14 Council Meeting agenda. Following brief comments, all Councilmembers were also in favor of including this item on the May 14 Council Meeting agenda. Mayor Casper encouraged the Council to be open for receiving public comments. She will explore options for distribution to the public.

Councilmember Dingman had no liaison items to report.
Councilmember Francis stated, per discussion with the Police Chief, crime has decreased and the number of calls have increased.
Councilmember Hally reminded those of the importance to participate with mail-in ballots for the May election.
Councilmember Smede expressed her appreciation to Director Alexander for the efficiency in the Municipal Services Department during COVID-19.
Councilmember Freeman stated National Linemen Appreciation Day recently occurred with IFP. He commended IFP and Public Works Departments.
Councilmember Radford stated the Board survey will be reviewed at the April 23 IFP Board Meeting.
Mayor Casper stated several employees have been reassigned during the COVID-19 crisis. She expressed her appreciation to Mason Handke and Joelyn Hansen for their assistance with the weekly employee newsletter. She also expressed her appreciation to Mr. Morgan for his assistance with the WebEx meetings.

Coronavirus (COVID-19) Update:
Mayor Casper stated Support Local Gems will be occurring on April 24 through the effort of Senator Jim Risch's office. She also stated the State is approaching 1600 COVID-19 cases and Bonneville County has 24 COVID-19 cases which includes positive tests and presumed cases. She indicated Economic Development Coordinator Dana Briggs has been trying to obtain guidance for an 'appropriate plan' to open on May 1. Mayor Casper stated payroll protection monies for businesses have been exhausted. Loan monies are available although they can be a comfort and not a comfort. Mayor Casper believes Congress is trying to come up with more money for the small businesses. She stated the U.S. Chamber of Commerce is offering $5000 micro-grants for those businesses with a small number of employees. Mayor Casper stated discussion will be occurring on April 22 with all department directors for the City to re-open on May 4. This will be contingent on the Governor's order. To the response of Councilmember Francis, Mayor Casper does not believe the City will need to file a re-opening plan. Chief Nelson stated the Unified Command (UC) is also waiting for criteria and modeling for businesses as this will be important information to be distributed to other counties. To the response of Mayor Casper, Chief Nelson stated due to the State not electing to put out a model, the UC is looking at data from EIPH including information from the number of Emergency Medical Service (EMS) calls, illness-type calls, Emergency Room (ER) visits, and, admissions from all hospitals across the region. This information has been included on the EIPH website and will help with the business and community re-opening. Chief Nelson stated there cannot be a light-switch approach, this needs to be a rolling approach. This will be at the forefront of UC messaging. Mayor Casper indicated the three (3) local hospitals are seeing very little traffic at this point as the majority of the COVID-19 cases are being home-monitored. Chief Nelson stated there is also a reduced number of EMS calls, immediate-care calls, ER visits, admissions, etc. which impacts revenue. Discussion is occurring at the UC with the messaging that it's okay to seek medical help when needed. Chief Nelson stated the big increase of COVID-19 did not occur which created a negative impact for revenues in the health care industry. He believes the Country is feeling this impact in different ways.

Potential Changes to the Fire Service in the County:
Chief Nelson reviewed the history of the contract between the City and the Bonneville County Fire Protection District since 1991 stating a 10-year agreement eventually resulted that would create a fee-for-service agreement between the City and the County. The agreement stated the City would take their individuals, payroll, and, some maintenance costs and would fight fire in the County under contract. At the end of the 10-year agreement, discussion occurred regarding breaking the contract and that the County would go back to status quo. Chief Nelson believes that negotiation caused an anxiety of individuals losing their jobs. Therefore, negotiations were worked out with contracts for 1-2 years at a time. In 2007-2008 the fire district in Ammon had discussion (similar to the current discussion) that Ammon would join the fire district. However, in 2008, following public hearings, the City of Ammon elected not to join the district. Then in 2018, the fire chiefs from Ammon and Idaho Falls reviewed the best way to provide fire protection for the community at large. Chief Nelson stated it was determined if Ammon and the fire district would maintain their contracts with Idaho Falls this would create a metro-type fire department with negotiated fee-for-service contracts. This would not increase costs to any residents and it would provide additional protection to whole community. Chief Nelson stated the City of Ammon decided in 2019 that was not the direction they wanted to take. Ammon then approached the Bonneville County Commissioners to re-present Ammon joining the district. Chief

Nelson stated as the contract is negotiated year-to-year there are some advantageous benefits/reasons to the fire district for Ammon to join although a fire district shrinks when a City grows/annexes property which makes the revenues off-balance. He also stated, per recent meetings, the fire district does not want to change the contract with Idaho Falls regardless of whether Ammon joins the fire district this year or not. The current contract of $1.68M with Idaho Falls provides fire protection into the fire district with personnel. In turn, the fire district provides apparatus and Station 2. If Ammon does join the fire district, the fire district would stand up the Bonneville County Fire Protection District personnel and department and would run that within the City of Ammon. Chief Nelson suggested the City of Idaho Falls work through a negotiated contract with a similar amount and a slight increase for inflation. The contract will provide the same current coverage with the verbiage that there would be no fire protection in the City of Ammon. Fire protection in Ammon would be provided with the new district inside those limits. Chief Nelson indicated the fire district is in favor of this. This contract would allow Idaho Falls to plan for the future including providing fire protection in the County. Chief Nelson stated the decision between the City of Ammon and the fire district does not directly affect Idaho Falls as the Idaho Falls Fire Department's (IFFD) responsibility is to protect the City of Idaho Falls patrons and taxpayers. The IFFD will protect those in the County by contract. To the response of Councilmember Freeman, Chief Nelson stated the tax dollars in Ammon would be paid to Fire Protection District 1 although a portion of the district would not be protected by Idaho Falls. To the response of Councilmember Francis, Chief Nelson stated negotiations have begun with May 1 as the deadline for both entities to allow budget planning. He also confirmed the current contract is in effect until September 30, 2020. To the clarification of Mayor Casper, Chief Nelson confirmed the City of Idaho Falls does not have an official position at this time.

Extension of Local Disaster Emergency Declaration:
Per Mayor Casper's request, it was moved by Councilmember Dingman, seconded by Councilmember Smede, to memorialize, by formal Resolution, Council's vote on April 16, 2020, to further extend Mayor's March 18, 2020, Declaration of Local Disaster Emergency. Roll call as follows: Aye – Councilmembers Freeman, Francis, Hally, Radford, Smede, Dingman. Nay – none. Motion carried.

RESOLUTION NO. 2020-08

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, EXTENDING THE MAYOR'S MARCH 18, 2020, DECLARATION OF LOCAL DISASTER EMERGENCY TO APRIL 30, 2020, AND THROUGHOUT THE EFFECTIVE PERIOD OF THE IDAHO DEPARTMENT OF HEALTH AND WELFARE ORDER TO SELF-ISOLATE OF MARCH 25, 2020, AS AMENDED ON APRIL 16, 2020, AND ANY EXTENSION OF SUCH ORDER; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

Discussion and recommendation of funding requests for the Community Development Block Grant (CDBG) Annual Action Plan (AAP):
Director Cramer stated the public hearing for the CDBG Program Year requests was held on April 9. He also stated there is a shortened window for public comment and approval due to the Coronavirus Aid, Relief, and Economic Security (CARES) Act. This will allow money to be distributed to the community as quickly as possible. Director Cramer stated, due to the CARES Act, the 15% funding requirements have been adjusted on Public Service category projects although the Department of Housing and Urban Development (HUD) has not adjusted the 70% minimum requirement that benefit Low-to-Moderate Income (LMI) individuals. Therefore, he recommended full funding of all Public Service projects and full funding plus additional money for LMI projects. He also recommended a reduction in Slum and Blight. He noted the additional $250K is not included in these recommendations as the current process would have stalled. HUD provided an option to utilize the $250k in an amended plan for the 2019 plan. That amended plan will be presented in the future. Ms. Farris stated there will be more flexibility with the $250K. Brief discussion followed regarding the amended funds for 2019. Ms. Farris stated more funds were received for the CDBG AAP than requested. She briefly reviewed the adjusted amounts including a reduction in Slum and Blight and an increase to Habitat for Humanity (H4H) and Public Works. Director Cramer stated these recommendations will be included on the April 23 Council Meeting agenda.

Targhee Regional Public Transit Authority (TRPTA) Update:
Mayor Casper stated Councilmember Dingman has been the liaison to TRPTA. She noted TRPTA has been continuing to work through their closure over the course of the previous year with assistance from a State-paid consultant. Councilmember Dingman stated the Community Transportation Association of America (CTAA) is currently in their process of research and development of a plan for TRPTA with recommendation from the TRPTA board, Ms. Briggs, and, additional organizations within the community that utilize public transportation. The TRPTA board is currently going through disclosure statements for bankruptcy filing, including the recent addition of the Idaho Transportation Department (ITD) as a creditor. The amount ITD is seeking is being debated with the legal counsels. The TRPTA board is also currently in negotiations with a buyer for the TRPTA property although COVID-19 is causing a delay of the purchase. Councilmember Dingman stated CTAA has submitted a proposed timeline for completing the research and development project and, CTAA will identify available resources to support the transit program to the TRPTA board by month end. She stated Idaho Falls is only local entity that has dedicated funds for public transit service. CTAA is reviewing transit service (using TPRTA as the old model, using a third-party service with a private contract, or using City service), locations, target audience, and, operating parameters. This information is anticipated by the end of May; an implementation plan is anticipated to be submitted by the end of June; and, in-person CTAA for solicitation of bids/proposals of interested parties will occur at the beginning of July with proposals due by early September. The contract selection, or service model, would be executed by October 1 which would allow the launch of service to begin in November. To the response of Mayor Casper, Councilmember Dingman stated the TRPTA board will be meeting in the near future to reconfigure the bylaws with those who have plans to financially contribute to TRPTA. The new bylaws may allow additional entities although ITD will disseminate this information. Councilmember Dingman noted Bonneville County Commissioner Dave Radford has requested to be removed from the board. Mayor Casper stated $140K of City funds have been set aside to contribute to TRPTA. She also stated the Council will need to determine if this money will be utilized for public transportation or if the money may be needed for COVID-19 expenses. Councilmember Hally prefers to use the money for public transportation. To the response of Councilmember Freeman, Councilmember Dingman stated CTAA is reviewing the extent of the City running the service as this may require additional full-time employees. She believes it makes more sense for a third-party provider and contract for service. Councilmember Francis believes it would be difficult to find public transit money if the current funds are not held. Brief discussion followed regarding the official legal name of TRPTA and using a Doing Business As (DBA) name. To the response of Mayor Casper, Councilmember Dingman stated the current TRPTA board must adopt any new bylaws although the bylaws can be amended in the future with a new board.

There being no further business, the meeting adjourned at 4:45 p.m.

CITY CLERK	MAYOR

April 23, 2020 - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, April 23, 2020, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

Call to Order:

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

Also present:
All available Department Directors
Lisa Farris, Grants Administrator
Randy Fife, City Attorney (by WebEx)
Kathy Hampton, City Clerk

Pledge of Allegiance:

Mayor Casper requested Councilmember Michelle Ziel-Dingman to lead those present in the Pledge of Allegiance.

Public Comment:

Public Comment has been temporarily suspended due to coronavirus (COVID-19) concerns.

Coronavirus (COVID-19) Update:

Mayor Casper stated an order from Governor Brad Little was recently released. The website rebound.idaho.gov will provide resource information per this order. Mayor Casper stated there is a possibility of businesses opening outside of the order. The Governor addressed this issue stating those who do open are not only a risk to their patrons but they are also putting the community risk in jeopardy. Governor Little believes this behavior is unfair to competitors. The Idaho approach is not to arrest but is to educate. The opening is staged as a test in two-week sections due to the incubation period. Mayor Casper stated the City will engage in a campaign to promote compliance as the best way to get the economy back on track. She noted Idaho has 1386 confirmed cases and no deaths in the previous seven (7) days.

Consent Agenda:

Public Works requested approval of Bid Award – Seal Coats – 2020.

Municipal Services requested approval of Bid IF-20-16, Fiber Optic Cable Installation for Idaho Falls Power; Quote 20-025, Construction of Fiber Huts for Idaho Falls Power; minutes from the April 3, 2020 Council Budget Workshop, April 6, 2020 Council Work Session and Executive Session, April 9, 2020 Council Meeting, and, April 16, 2020 Special 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 Smede, Hally, Radford, Dingman, Freeman, Francis. Nay – none. Motion carried.

Regular Agenda:

Public Works

Subject: Agreement for Professional Architectural Services with Architects Design Group, Incorporated for the Police Complex

For consideration is an agreement for professional architectural services to develop an initial total project cost estimate for the proposed Police Complex. The agreement includes required scoping activities.

Councilmember Freeman stated this project originated with the Police Department but due to construction and design expertise, Public Works agreed to take the lead on this aspect of the project. The $86,060 will be allocated from the Idaho Falls Police Department (IFPD) budget.

It was moved by Councilmember Freeman, seconded by Councilmember Radford, to approve the Professional Architectural Services agreement with Architects Design Group, Incorporated and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Smede, Francis, Freeman, Hally, Radford. Nay – none. Motion carried.

Community Development Services

Subject: Resolution Approving Community Development Block Grant (CDBG) Program Year (PY)2020 Allocations

For consideration is a resolution approving CDBG PY2020 allocations. The exhibit attached with the resolution reflects funding allocations from the April 20, 2020, Work Session and meets the Department of Housing and Urban Development (HUD) funding requirements.

Councilmember Radford stated this item was discussed at the April 20, 2020 Council Work Session.

It was moved by Councilmember Radford, seconded by Councilmember Francis, to approve the Resolution allocating CDBG PY2020 funds and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

RESOLUTION NO. 2020-09

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, PROGRAM YEAR 2020 CDBG ANNUAL ACTION PLAN.

Subject: Public Hearing for the CDBG PY2019 Comprehensive Annual Performance and Evaluation Report (CAPER)

Following the public hearing, a 15-day public comment period will begin. Following the public comment period, a resolution approving the report will be presented to the Council on May 14, 2020. The CAPER is an important document required by HUD in order for the City to continue to receive CDBG funding. It is a report on how funds were spent during the previous year.

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

Ms. Farris appeared. She stated this is the 16th annual report to HUD. She also stated the 2019 plan year ran from April 1, 2019 through March 31, 2020. She then presented the following:
Slide 1 – CDBG Basics, Criteria for Projects/Activities

- Must meet one (1) of three (3) National Objectives (HUD)

- Must be a HUD Eligible Activity
- Additional Criteria

Slide 2 – Project/Activity must fit into one (1) of four (4) priorities defined by HUD

- Community Development Priority
- Economic Development Priority
- Housing Development Priority
- Public Service Priority

Slide 3 – Completed Projects/Activities. Ms. Farris stated $155,354 was spent with the FY2019 funds which assisted eight (8) clients including:

- Behavioral Health Center Eastern Idaho – $18,000, assisted over 800 clients with case management, mental health assessments, services for homelessness due to a mental health crisis, or, alcohol or substance abuse
- EICAP – $9000, one (1) single unit Americans with Disabilities Act (ADA) rehab
- Idaho Legal Aid – $10,000, assisted 24 households with legal aid for victims of domestic violence
- Idaho Falls Senior Citizen Community Center – $38,400, roof replacement project completed
- Administration – $79,954, one (1) full-time staff administered CDBG Program: 2019 Annual Action Plan, CAPER 2019, Financial/Performance Reporting, and, management of all projects and activities
- 2019 Fair Housing Training – $588.95, April 24, 2019 - 88 registered attendees

Slide 4 – Pending/in Process Projects/Activities. Ms. Farris stated some programs were delayed due to COVID-19 including Public Works project and the facade with Pie Hole Pizza and SPRUCE.

- Public Works – $97,420, project started April 6, 2020 with curb, gutter, sidewalk in Highland park
- Façade Improvement – $40,000, Pie Hole Pizza and SPRUCE
- YMCA Chairlift Vestibule Project – $72,000, delayed for professional design
- Habitat 4 Humanity Idaho Falls (H4HIF) – delayed due to a robust construction season causing a shortage of contractors available to participate and provide bids
- CLUB, Inc. – $1330.11, balance 95% spent

Slide 5 – PY2018 Program Year funds spent in 2019, $215,419.21

- Public Works – $118,802.35, 19 Low to Moderate Income (LMI) properties benefitted with sidewalk/curb/gutter project in Census Tract (CT) 9712
- Façade Project – $25,000, one (1) façade project – Downtown Event Center (DEC) 480 Park Avenue
- Housing Rehab – $30,337.42, Elmore/Science Center – foundation prep to receive/install donated single-unit LMI home for homeownership opportunity for LMI family
- Targhee Regional Public Transportation Authority (TRPTA) Redirected – $35,000, redirected funds to H4HIF to support project site at Elmore/Science Center
- Community Food Basket of Idaho – $6279.44, portable loading dock purchased with left over funds from 2018 heating project for Domestic Violence Center

Slide 6 – 2017 PY funds spent in 2019, $3646.55

- CLUB, Inc. – $1286.55, assisted 46 homeless individuals with case management services, referrals, and resources
- Façade Improvement – $2360.00, sign project at Lynn's and completion of façade project at MCS Advertising

Slide 7 – Ms. Farris reviewed a map of completed projects with 2017, 2018, and 2019 funding. She stated 25 projects were completed, 19 are in the Highland Park subdivision, and, the remaining projects are in CT 9712.

Slide 8 – Current balances as of April 20, 2020

Year	Award	Balance	% remaining	
PY2004	$ 491,000	$0	0%	2004
PY2005	$ 465,543	$0	0%	2005
PY2006	$ 418,940	$0	0%	2006
PY2007	$ 417,257	$0	0%	2007
PY2008	$ 402,199	$0	0%	2008
PY2009	$ 407,064	$0	0%	2009
CDBG-R	$ 109,234	$0	0%	N/A

PY2010	$ 441,751	$0	0%	2010
PY2011	$ 369,546	$0	0%	2011
PY2012	$ 314,082	$0	0%	2012
PY2013	$ 361,453	$0	0%	2013
PY2014	$ 342,373	$0	0%	2014
PY2015	$ 342,928	$2.00	~0%	2015
PY2016	$ 342,935	$0	0%	2016
PY2017	$ 336,511	$15,415.57	~4.58%	2017
PY2018	$ 391,880	$79,312.23	~20.23%	2018
PY2019	$ 399,774	$240,750.11	~60.22%	2019
(16 years)	$6,245,236	$335,479.91	~5.37% for total award/years	

Ms. Farris stated to date, $6,245,236 in CDBG funds has been received not counting the 2020 allocation. She also stated the remaining balance from 2017, 2018, and 2019 is $335,479.91 and all those projects are in different processes. She noted the projects meet HUD criteria.

Ms. Farris presented before and after photos of several projects including:

- IF Senior Citizen Community Center - $38,400, roof replacement project
- Single Unit - ADA rehab at 575 I Street – $9000, Eastern Idaho Community Action Partners
- Homeless Stand Down - November 2, 2019 – Skyline Activity Center - over 200 participants
- Community Development Priority - Kearney Street improvements, 2018 public infrastructure project
- Economic Development - assisting downtown businesses $25,000, DEC, 490 Park Avenue, façade improvement project
- Housing Priority - 2018 single-unit housing acquisition/rehab, $30,337.42, Elmore/Science Center, Habitat for Humanity Idaho Falls Area
- 2017 Signage Project - Lyn's, 339 A Street, $2360.00
- 2017 Façade Project - MCS Advertising, 413 B Street, $1286.55, final touches to façade project

Ms. Farris stated public comment will begin on April 24 until May 8; a resolution will be presented to Council on May 14, and, the 2019 CAPER must be submitted to HUD no later than June 18.

To the response of Councilmember Francis, Ms. Farris stated the funds are carryover but are obligated.

Mayor Casper closed the public hearing. There was no recommended action at this time.

Subject: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Brookside Division No. 7

For consideration is the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Brookside Division No. 7. The Planning and Zoning Commission considered this item at its March 3, 2020, meeting and recommended approval by unanimous vote with the condition that a multi-use pathway easement be added to the east side of the plat, adjacent to the Sandcreek Canal. A 20-foot-wide pathway and utility easement has been added to the plat as requested by the Commission. Staff concurs with the recommendation and recommends approval of the plat.

Councilmember Radford expressed his appreciation to the Commission and the developer for keeping the community pathways.

It was moved by Councilmember Radford, seconded by Councilmember Francis, to approve the Development Agreement for Brookside Subdivision, Division No. 7, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Francis, Radford, Dingman, Smede, Freman. Nay – none. Motion carried.

It was moved by Councilmember Radford, seconded by Councilmember Francis, to accept the Final Plat for Brookside Subdivision, Division No. 7, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Freeman, Radford, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

It was moved by Councilmember Radford, seconded by Councilmember Francis, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Brookside Subdivision, Division No. 7 Subdivision, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Radford, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

Subject: Public Hearing – Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards, SRL Townhomes

For consideration is the application for a Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards for SRL Townhomes. The Council already considered and approved this development in October, 2019, but the applicant has made changes which the ordinance considers significant to require a new review and approval. The proposed changes include eliminating a building in the northwest corner and replacing it with a larger building located in the center of the development, as well as increasing open space and rearranging the parking in a different area than previously shown. Further detail is included in the staff report. The Planning and Zoning Commission considered the revised application at its March 3, 2020, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

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

Community Development Services Director Brad Cramer stated this PUD was presented and approved in October 2019 although the proposed adjustments, per City Code, required a public hearing. He then presented the following:
Slide 1 – Property under consideration in current zoning
Slide 2 – Aerial photo of the site
Slide 3 – Additional aerial photo of the site
Slide 4 – 2019 Site Plan (approved in October 2019)
Director Cramer stated the threeplex has been removed and changed to a fiveplex in the center. The original threeplex is now common, open space. Director Cramer also stated the number of units increased from fifty three (53) to fifty five (55), the building location changed, and, there are some parking changes. He noted there is no overall changes to the design of the project.
Slide 5 – 2020 Site Plan (currently vacant)

Mayor Casper noted no testimony was received. She closed the public hearing,

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

Announcements:

Councilmember Francis announced the Library is doing curb-side service on a limited basis. Mayor Casper announced Arbor Day on April 24 (tree-planting will be performed by staff only) and the 50th anniversary of Earth Day. She encouraged the public to wear masks and practice social distancing.

Adjournment:

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

CITY CLERK	MAYOR

IDAHO FALLS

MEMORANDUM

FROM: Brad Cramer, Director

DATE: Thursday, May 7, 2020

RE: Resolution Approving the CDBG Program Year (PY) 2019 Consolidated Annual Performance and Evaluation Report (CAPER)

Council Action Desired

☐ Ordinance ☒ Resolution ☐ Public Hearing

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

Approve the Resolution approving the CDBG Program Year 2019 Consolidated Annual Performance and Evaluation Report and give authorization for the Mayor and City Clerk to execute the necessary documents

Description, Background Information & Purpose

For consideration is a resolution approving the CDBG Program Year 2019 Consolidated Annual Performance and Evaluation Report (CAPER). The report was presented at a public hearing on April 23, 2020 followed by a 15-day public comment period. No comments were received and resolution is now ready for approval. Following approval the report will be submitted to HUD for approval.

Relevant PBB Results & Department Strategic Plan

☐ ☒ ☐ ☐ ☒ ☐ ☐ ☐

The CAPER is a required document for continuance of the CDBG program. The program fulfills numerous goals related to good governance and creating a more livable community.

Interdepartmental Coordination

The Final Plat has been reviewed by Planning, Engineering, Streets, Survey, Water, Sewer, Sanitation, Fire Prevention, and Power.

Fiscal Impact

NA

Legal Review

The Legal Department has reviewed the development agreement and all other items in the application pursuant to applicable law.

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, ADOPTING THE FY2019 CDBG CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT

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

WHEREAS, The City of Idaho Falls receives annual grant funding as an entitlement city;

WHEREAS, the City of Idaho Falls is required to submit an Annual Report describing how the grant funds were used and the resulting benefits;

WHEREAS, the City of Idaho Falls held a public hearing on the FY2019 Annual Report held before City Council on April 23, 2020;

WHEREAS, a 15-day public comment period was opened on April 23, 2020 and closed on and through May 8, 2020;

WHEREAS, the City of Idaho Falls has considered all comments received during the 15-day comment period;

WHEREAS, all requirements for adopting the report have been met;

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

1. The FY2019 Annual Report, as prepared by Community Development Services Department, Planning Division, a copy of which is attached hereto and by this reference made a part hereof, is hereby adopted.

2. That the Mayor is directed to submit the FY2019 CDBG Consolidated Annual Performance and Evaluation Report to the U.S. Department of Housing and Urban Development.

DATED this 14th day of May, 2020.

_____

Rebecca L. Noah Casper, Mayor

ATTEST:

_____

Kathy Hampton, City Clerk

IDAHO FALLS

MEMORANDUM

FROM: Brad Cramer, Director

DATE: Thursday, May 7, 2020

RE: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria, Ivywood Division No. 3

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

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

1. Approve the Development Agreement for Ivywood Subdivision, Division No. 3 and give authorization for the Mayor and City Clerk to execute the necessary documents.

2. Accept the Final Plat for Ivywood Subdivision, Division No. 3, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Ivywood Subdivision, Division No. 3, and give authorization for the Mayor to execute the necessary documents.

Description, Background Information & Purpose

For consideration is the Final Plat, Development Agreement, and Reasoned Statement Relevant Criteria for Ivywood Division No. 3. The Planning and Zoning Commission considered this item at its April 21, 2020, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Relevant PBB Results & Department Strategic Plan

☐ ☒ ☒ ☐ ☒ ☐ ☒ ☒

The final plat complies with the Subdivision Ordinance. The development agreement ensures roads and utilities will be built to City standards. Approval of the development helps to achieve good governance, as well as the community-oriented results of managed growth, livability, sustainability, and transportation.

Interdepartmental Coordination

The Final Plat has been reviewed by Planning, Engineering, Streets, Survey, Water, Sewer, Sanitation, Fire Prevention, and Power.

Fiscal Impact

NA

Legal Review

The Legal Department has reviewed the development agreement and all other items in the application pursuant to applicable law.

Final Plat

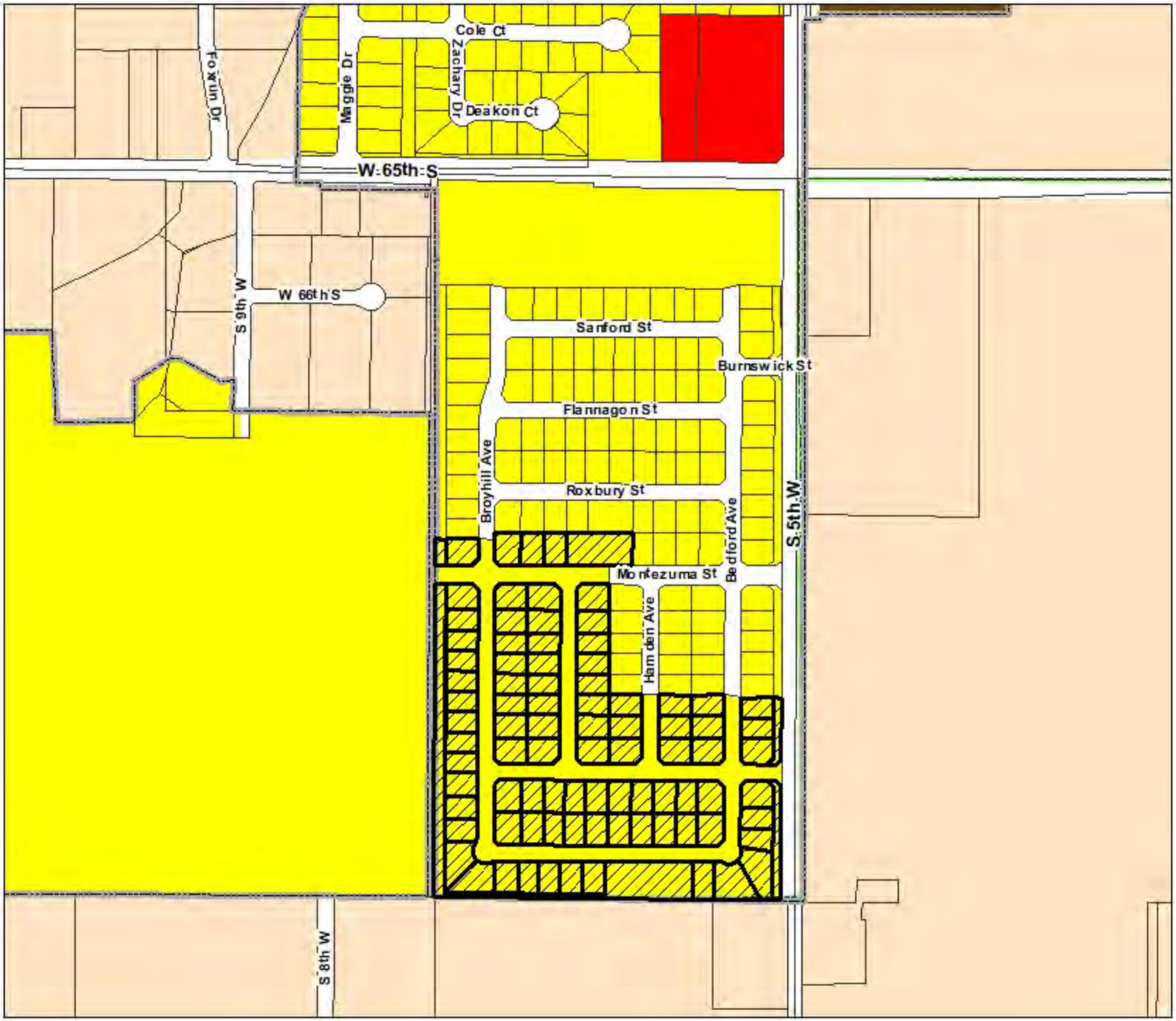
Ivywood Division 3

Legend

- Site
- City Limits
- Area of Impact

Overlays

- PT
- PT&T-1
- PUD
- T-1
- T-2
- RE
- RP
- R1
- R2
- TN
- RMH
- R3
- R3A
- PB
- DT
- CC
- LC
- HC
- R&D
- LM
- I&M
- P

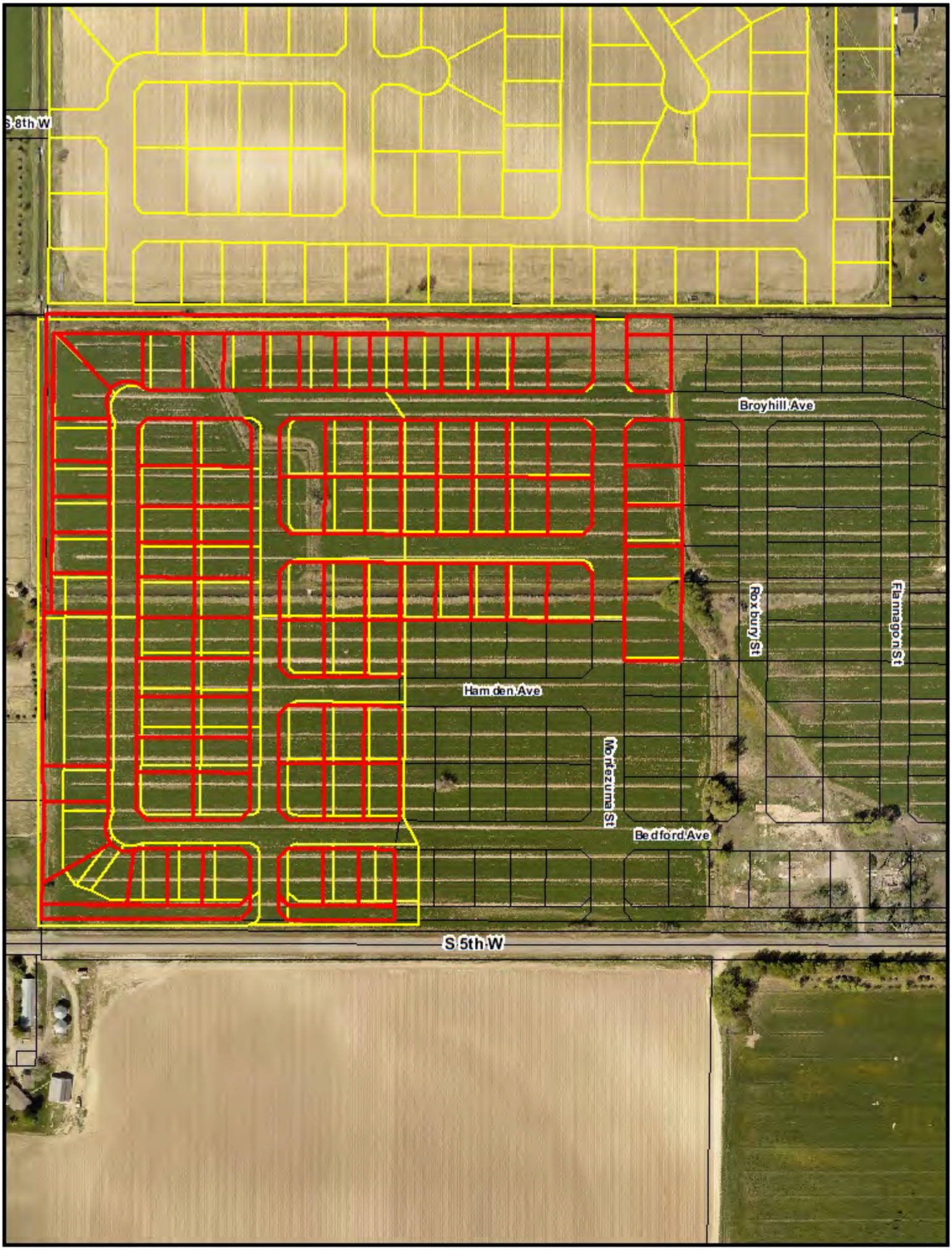


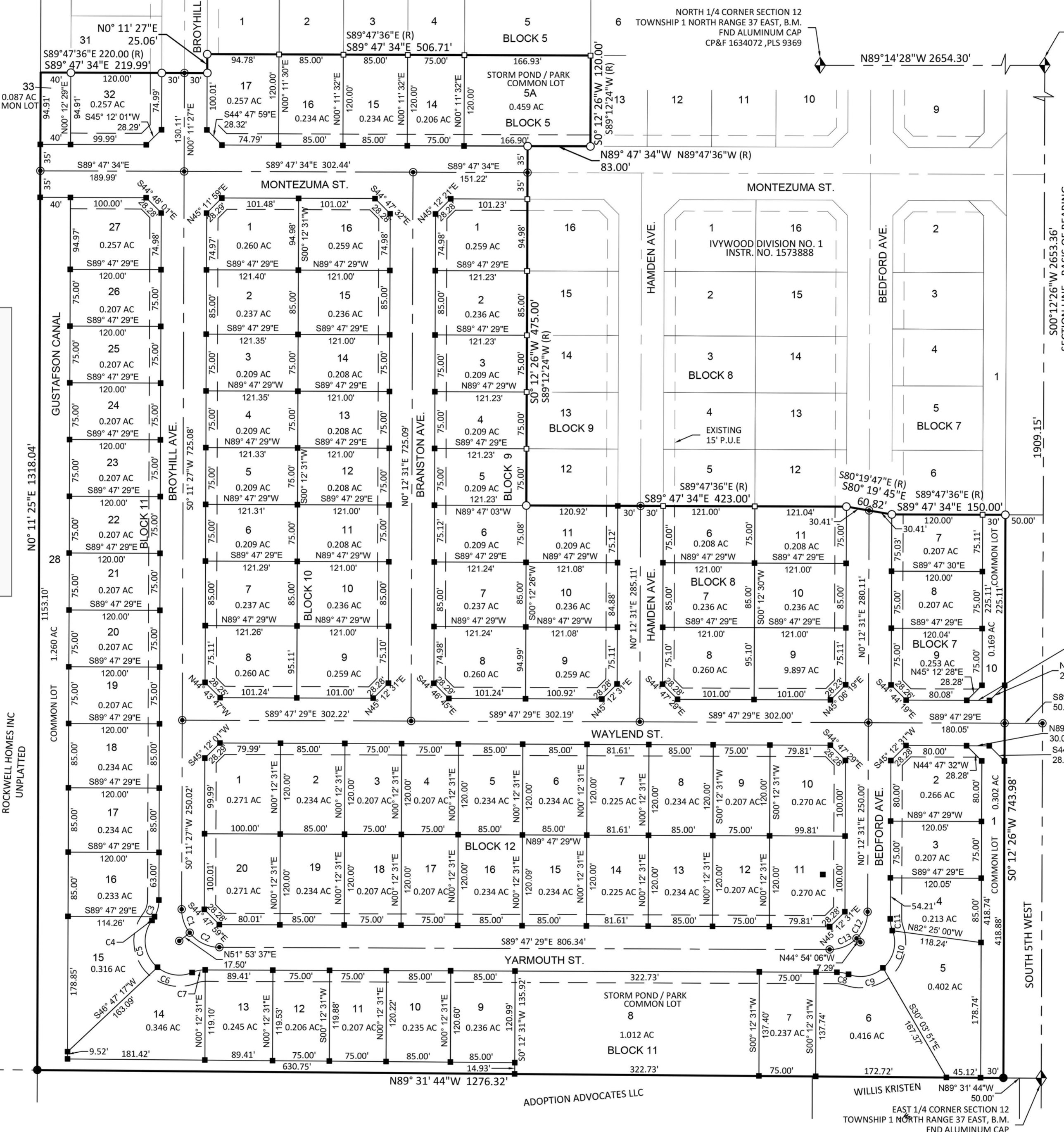
IDAHO FALLS

Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276

N

S 8th W
Broyhill Ave
Roxbury St
Hamden Ave
Bedford Ave
Montezuma St
S 5th W


S 8th W
Broyhill Ave
Roxbury St
Flannagon St
Hamden Ave
Montezuma St
Bedford Ave
S 5th W


NORTH 1/4 CORNER SECTION 12
TOWNSHIP 1 NORTH RANGE 37 EAST, B.M.
FND ALUMINUM CAP
CP&F 1634072 ,PLS 9369
N89°14'28"W 2654.30'
S00°12'26"W 2653.36'
SECTION LINE - BASIS OF BEARING
N0° 11' 25"E 1318.04'
S0° 12' 26"W 743.98'
1909.15'
1153.10'
BROYHILL
BLOCK 5
STORM POND / PARK COMMON LOT
5A
0.459 AC
S89°47'36"E (R)
S89° 47' 34"E 506.71'
S89° 47' 34"E 220.00 (R)
S89° 47' 34"E 219.99'
N0° 11' 27"E 25.06'
S0° 12' 26"W 120.00'
S89°12'24"W (R)
N89° 47' 34"W N89°47'36"W (R)
83.00'
S89° 47' 34"E 302.44'
S89° 47' 34"E 189.99'
S89° 47' 34"E 151.22'
MONTEZUMA ST.
IVYWOOD DIVISION NO. 1
INSTR. NO. 1573888
HAMDEN AVE.
BEDFORD AVE.
GUSTAFSON CANAL
BROYHILL AVE.
BRANSTON AVE.
BLOCK 11
BLOCK 10
BLOCK 9
BLOCK 8
BLOCK 7
EXISTING 15' P.U.E
S0° 12' 26"W 475.00'
S89°12'24"W (R)
S89° 47' 34"E 423.00'
S89°47'36"E (R)
S80°19'47"E (R)
S80° 19' 45"E
60.82'
S89° 47' 34"E 150.00'
N0° 12' 31"E 285.11'
N0° 12' 31"E 280.11'
N0° 12' 31"E 725.09'
S0° 11' 27"W 725.08'
S0° 11' 27"W 250.02'
N0° 12' 31"E 250.00'
COMMON LOT
1.260 AC
0.169 AC
0.302 AC
0.169 AC
ROCKWELL HOMES INC
UNPLATTED
S89° 47' 29"E 302.22'
S89° 47' 29"E 302.19'
S89° 47' 29"E 302.00'
S89° 47' 29"E 180.05'
WAYLEND ST.
BLOCK 12
S89° 47' 29"E 806.34'
YARMOUTH ST.
STORM POND / PARK COMMON LOT
8
1.012 AC
BLOCK 11
S0° 12' 31"W 135.92'
N89° 31' 44"W 1276.32'
ADOPTION ADVOCATES LLC
WILLIS KRISTEN
N89° 31' 44"W 50.00'
EAST 1/4 CORNER SECTION 12
TOWNSHIP 1 NORTH RANGE 37 EAST, B.M.
END ALUMINUM CAP
SOUTH 5TH WEST

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
Final Plat
Ivywood Division 3
April 21, 2020

IDAHO FALLS
Community Development Services

Applicant: Eagle Rock Engineering

Location:
Generally North W 81st S, East S 5th W, South W 65th, West S 15th W.

Size: 30.860 Acres
Total Lots: 92
Buildable Lots: 86
Common Lots: 6

Existing Zoning:
Site: R1
North: R1
South: County A1
East: County A1
West: R1

Existing Land Uses:
Site: Undeveloped
North: Undeveloped
South: Ag
East: Ag
West: Ag

Future Land Use Map:
Low Density Residential

Attachments:
1. Zoning Map
2. Aerials
3. Preliminary Plat
4. Proposed Final Plat

Requested Action: To **recommend** to the Mayor and City Council approval of the final plat for Ivywood Division 3.

Staff Comments: The preliminary plat was approved in November 2015. The phasing has changed, however the proposed layout is very similar to the initial layout of the preliminary plat. The proposed final plat includes 92 total lots with 86 buildable lots and six common lots. Two common lots consist of storm ponds. One in the north portion of the proposed final plat and one in the south. The rest of the common lots are canal lots along the east and west side of the development. The third division will tie into the rest of the subdivision street network with the main access to S 5th W. The proposed final plat meets the density requirements and all buildable lots meet the lot size requirements for the R1 Zone.

Staff Recommendation: Staff has reviewed the final plat and finds that it complies with both the Zoning and subdivision ordinance. Staff recommends approval of the final plat.

Subdivision Ordinance: Boxes: with an "X" indicated compliance with the ordinance

REQUIREMENTS	Staff Review
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the a1terial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the a1terial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide a11 improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposes access.	NA
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the p1at or subdivision under consideration.	NA
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the a1terial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the a1terial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	NA

Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Existing Streets: S. 5th W (Minor Arterial) Local Streets: Montezuma St. Broyhill Ave. Branston Ave. Benford Ave. Waylend St. Yarmouth St.

Zoning:
11-3-3: Purpose of Residential Zones.
(C) R1 Single Dwelling Residential Zone. The zone provides a residential zone which is representative of a less automobile-oriented, more walkable development pattern, characterized by somewhat smaller lots widths; and somewhat denser residential environment than is characterized of the RP Residential Park Zone. The principal uses in the R1 Residential Zone shall be single detached and attached dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.

Comprehensive Plan Policies:

Residential development should reflect the economic and social diversity of Idaho Falls.
New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces, and streets. (p.40)
Arterial streets should be located along the perimeter of residential neighborhoods, preferably at the square mile. At least one east-west collector and one north-south collector street should be located in every square mile of residential development. If such collector streets provide access to homes, the design of the collector shall discourage through traffic. (p. 41)

Encourage development in areas served by public utilities or where extensions of facilities are least costly. (p. 67)

Limit access to arterial streets and section line roads. Access management is a process to provide access to adjacent land uses while preserving the safety, capacity, and speed of the arterial street (p.80)

April 21, 2020 7:00 p.m. Planning Department

Council Chambers

Notice: Due to Governor Little's proclamation on March 19, 2020 and the Stay-At-Home Order given on March 25, 2020, the doors to the meeting were locked, but notice was given to the public on how to participate via any of the following ways: Submit comments in writing; participate via internet through a Webex meeting; participate via phone through Webex meeting; and watch the meeting via live stream on the City's website.

MEMBERS PRESENT: Commissioners Natalie Black, Arnold Cantu, Joanne Denney, Margaret Wimborne, Lindsey Romankiw, Brent Dixon, George Morrison.

MEMBERS ABSENT: George Swaney, Gene Hicks

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Kerry Beutler; Brian Stephens; Naysha Foster and interested citizens.

CALL TO ORDER: Natalie Black called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

MINUTES: **No Minutes.**

Business:

6. PLAT 20-009: FINAL PLAT. Ivywood Division 3 Final Plat. Foster presented the staff report a part of the record.

Applicant: Kurt Roland, 1331 Fremont, Idaho Falls, Idaho. Roland stood for questions.

Wimborne moved to recommend to the Mayor and City Council approval of the Final Plat for Ivywood Division 3 as presented, Romankiw seconded the motion and it passed unanimously.

Next meeting is scheduled for May 5, 2020.

There was discussion about how to conduct the next meeting and how to have people indicate they want to speak.

Black adjourned the meeting at approximately 9:30 p.m.

Respectfully Submitted

Beckie Thompson, Recorder

DEVELOPMENT AGREEMENT
IVYWOOD SUBDIVISION DIVISION NO. 3

This DEVELOPMENT AGREEMENT IVYWOOD SUBDIVISION DIVISION NO. 3 (hereinafter called "AGREEMENT"), made this _____day of _____, 2020, by and between the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, (hereinafter called "CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and Rockwell Homes, Inc., an Idaho corporation (hereinafter called "DEVELOPER"), whose mailing address is 3539 Briar Creek, Ammon, Idaho 83406.

WITNESSETH:

WHEREAS, DEVELOPER is the sole owner, in law or equity, of a certain tract of land in the County of Bonneville, State of Idaho, which land (hereafter referred to as "Subdivision"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and,

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer, and the Idaho Falls Planning and Zoning Commission, have recommended such development be allowed, subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to allow the development of the Subdivision within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines and other public improvements within the CITY; and

WHEREAS, DEVELOPER specifically waives DEVELOPER's right to protest development requirements described in this AGREEMENT, including DEVELOPER's right of judicial review contained in Chapter 52, Title 67, Idaho Code, and pursuant to the standards set forth in § 67-5279, Idaho Code; and,

WHEREAS, DEVELOPER understands that the public improvements required herein are standards required pursuant to Idaho Falls City Code, Title 10, Chapter 1, and are authorized by Idaho Code §§ 67-6513 and 67-6518; and,

WHEREAS, DEVELOPER and CITY believe that without the public improvements

required herein, CITY would not be able to otherwise provide for mitigation of the effects of the Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Subdivision; and,

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this AGREEMENT, including Special Conditions for the Subdivision, are constructed; and,

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to Idaho Falls City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this AGREEMENT; and,

WHEREAS, DEVELOPER enters into this AGREEMENT of DEVELOPER's own free will and accord, without coercion and without inducement and at DEVELOPER's request; and,

WHEREAS, DEVELOPER has read this AGREEMENT, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this AGREEMENT and prior to signing it; and,

WHEREAS, DEVELOPER has submitted a preliminary plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer and City Planning and Zoning Commission have recommended such Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and,

WHEREAS, CITY is willing to approve the Subdivision to CITY, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. Approval of Subdivision. CITY hereby approves the Subdivision plat as described in Exhibit "A" attached hereto and made a part to this AGREEMENT by reference, and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines, storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas, electricity, fiber optic and irrigation facilities) and other public improvements contemplated within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are

those Improvement Plans submitted and considered for the Subdivision development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the Subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity), and irrigation facilities affected by the development of such phase or division of the Subdivision. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

3. Construction of Public Improvements. Unless otherwise agreed in the Special Conditions, DEVELOPER shall, at its expense, design and construct all public improvements shown in the Exterior Improvement Plans and Interior Improvement Plans. Unless otherwise agreed in writing by City Engineer, DEVELOPER shall construct all required public improvements within such Improvement Plans in strict accordance with the approved Preliminary and Final Improvement Plans and CITY Standard Engineering Drawings and Specifications (hereafter referred to as the "Standard Specifications") in effect at the time the construction is accomplished. The Standard Specifications are incorporated herein by reference as though set out in full and compliance to the Standard Specifications is a condition of this AGREEMENT.

4. Permits. DEVELOPER shall obtain all right-of-way, excavation and/or other permits required by local ordinance and comply with all requirements therein with respect to the timely performance of the work governed by such permits.

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

6. Corrected Improvement Plans. Prior to acceptance of any phase or division of the Subdivision, DEVELOPER will file "As Constructed"/ "As Built" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the Final Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

7. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Subdivision and shall execute and record an instrument documenting such acceptance. Acceptance of the Subdivision Improvements and recording the acceptance instrument shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision within which such improvements are located, by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns and against

every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises as of the date of this AGREEMENT.

9. Water and Sewer Main Connection Charges. DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10. Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho.

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

12. Special Conditions. In recognition of the unique circumstances relative to this Subdivision the parties agree to the Special Conditions attached hereto as Exhibit "B" and by this

reference made a part hereof.

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct, at DEVELOPER's expense, all ditches, headgate structures, culverts, siphons, drywells or other similar appurtenant structures that will be impaired or otherwise disturbed by the construction of this Subdivision. DEVELOPER shall also obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

14. Relocation of Power Lines. DEVELOPER shall relocate at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements within this Subdivision as shown on the Improvement Drawings.

15. Construction Schedule Change. Any modification to the public improvements shown in the Improvement Drawings or to the construction phase limits shall be approved by City Engineer. Prior to said approval, revised Improvement Drawings shall be resubmitted to City Engineering Department showing the proposed changes.

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT. Such taxes and assessments shall be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Subdivision.

17. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a final plat has been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for commercial or industrial purposes.

18. Default. In the event DEVELOPER fails to comply with the terms and conditions hereof in any material respect, CITY may, without further notice to DEVELOPER, exercise any or all of the following remedies:

A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;

B. Withhold the connection of water, sewer or electric service to any property

located within any phase or division of the Subdivision affected by such default;

C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;

D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;

E. Withhold reimbursement of Subdivision inspection fees collected pursuant to the Idaho Falls City Code; and

F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

19. Notices. Any notice required by this AGREEMENT shall be mailed to the receiving party at the address set forth above or such other address as may be delivered to the sending party in writing. Such notice shall be mailed by certified mail, return receipt requested, postage prepaid and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner.

20. Recording Fees. Prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Irrigation District Release. Prior to the approval of the Subdivision plat, DEVELOPER shall obtain a certification upon the plat signed by any irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision. This certification shall state that the water rights for all property within the Subdivision have been transferred from the property and that all liens and assessments of such water delivery entity have been released.

22. Storm Water Discharge Certification. Prior to the acceptance and approval of Final Improvement Plans for any division or phase of the Subdivision, DEVELOPER shall obtain the certification of any Irrigation District, canal company or other entity into which any storm water from such phase or division will be discharged. The certification shall state that such water delivery entity has reviewed and approved the Final Improvement Plans for such phase or division and that the discharge of storm waters from such area into their canal or ditch in the manner shown in the Final Improvement Plans is approved and accepted by such entity.

23. Conflict With Standard Specifications. In the event of any conflict between the

terms of this AGREEMENT or the Improvement Plans and the Stand Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of the Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and the Improvement Plans, the terms of this AGREEMENT shall prevail.

24. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors or assigns.

25. Governing Law. This AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

26. Entire Agreement. This writing evidences the final and complete agreement between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

27. Effective Date. This AGREEMENT shall become valid and binding only upon its approval by CITY Council of CITY and upon its execution by the Mayor.

INWITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

_____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

ROCKWELL HOMES, INC.

By _____
Paul Johnson

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, the 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~~ UTAH)
) ss:
County of Washington)

On this 24th day of April, 2020, before me, the undersigned, a notary public, in and for said State, personally appeared Paul Johnson, known or identified to me to be the authorized signator for Rockwell Homes, Inc., and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said company.

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

NOTARY PUBLIC
DAVID ANTHONY GONZALEZ
696882
COMMISSION EXPIRES
SEPTEMBER 1, 2021
STATE OF UTAH

Notary Public of ~~Idaho~~ Utah
Residing at: 1218 E Riverside Dr
My Commission Expires: Sept 01, 2021

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION

IVYWOOD SUBDIVISION DIVISION NO. 3

BEGINNING AT A POINT THAT IS N89°31'44"W 50.00 FEET FROM THE EAST QUARTER CORNER ALONG THE CENTER EAST-WEST SECTION LINE OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN AND RUNNING THENCE N89°31'44"W ALONG SAID EAST-WEST CENTER OF SECTION LINE 1276.32 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE N00°11'25"E ALONG SAID WEST LINE 1318.04 FEET TO THE SOUTH BOUNDARY LINE OF IVYWOOD DIVISION NO. 2, A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, FILED WITH THE OFFICE OF THE RECORDER UNDER INSTRUMENT NO. 1621021; THENCE ALONG SAID SOUTH BOUNDARY LINE OF SAID SUBDIVISION THE FOLLOWING THREE (3) COURSES; (1) S89°47'34"E 219.99 FEET; (2) N00°11'27"E 25.06 FEET; (3) S89°47'34"E 506.71 FEET TO A POINT ON THE WESTERLY BOUNDARY OF IVYWOOD DIVISION NO. 1, A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, FILED WITH THE OFFICE OF THE RECORDER UNDER INSTRUMENT NO. 1573888; THENCE ALONG THE BOUNDARY LINE OF SAID SUBDIVISION THE FOLLOWING SIX (6) COURSES; (1) S00°12'26"W 120.00 FEET; (2) THENCE N89°47'34"W 83.00 FEET; (3) S00°12'26"W 475.00 FEET; (4) S89°47'34"E 423.01 FEET; (5) S80°19'45"E 60.82 FEET; (6) S89°47'34"E 150.00 FEET; THENCE S00°12'26"W 743.98 FEET TO THE POINT OF BEGINNING. CONTAINING 30.860 ACRES.

EXHIBIT "B"

SPECIAL CONDITIONS
IVYWOOD SUBDIVISION DIVISION NO. 3

S-C 1.00. Arterial Street and Bridge Fees. The Bridge and Arterial Streets fee for this Subdivision is Seventeen Thousand Two Hundred Dollars ($17,200); (Eighty-six (86) platted lots of R-1 zone at Two Hundred ($200) per platted lot), payable as follows:

Due Date	Payment Amount
Upon execution of this Agreement	$ 1,720.00
May 1, 2020	$ 3,870.00
August 1, 2020	$ 3,870.00
November 1, 2020	$ 3,870.00
February 1, 2021	$ 3,870.00
TOTAL	$ 17,200.00

S-C 2.00. Surface Drainage Fees. The surface drainage fee for this Subdivision is Ten Thousand Eighty-One Dollars and Ninety-Six Cents ($10,081.96); (1,344,261.60 square feet net area at $.0075 per square foot), payable as follows:

Due Date	Payment Amount
Upon execution of this Agreement	$ 1,008.20
May 1, 2020	$ 2,268.44
August 1, 2020	$ 2,268.44
November 1, 2020	$ 2,268.44
February 1, 2021	$ 1,075.58
TOTAL	$ 10,081.96

S-C 3.00. Traffic Signs. DEVELOPER agrees to install all street signs designating the names of all streets within the Subdivision. Street signs designating the name of public streets shall be constructed with white letters over green background. Street signs designating the name of private streets shall be constructed with white lettering over blue background. Such signs shall be installed in the manner and locations as directed by the City Engineer.

S-C 4.00. Landscape Buffer and Right of Way Landscape Strip. DEVELOPER agrees to provide a minimum fifteen foot (15') in depth landscape buffer west of and adjacent to South 5th West. Maintenance of the landscape buffer and landscape strip in the right-of-way along 5th West shall be the responsibility of DEVELOPER or its heirs and assigns.

S-C 5.00. Access to South 5th West. South 5th West shall be in accordance with the Bonneville Metropolitan Planning Organization Access Management Plan.

S-C 6.00. Existing Infrastructure. When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY Right-of-Way, DEVELOPER will coordinate such activities with the applicable owner (e.g. poles owned by Pacificorp aka Rocky Mountain Power).

S-C 7.00. Street Section Improvements for 5th West. DEVELOPER shall be responsible for the design and construction of the sewer main, water main and arterial roadway (seven hundred forty-four feet (744')) improvements in 5th West through the limits of the Subdivision in accordance with CITY Approved Improvement Drawings. DEVELOPER shall be responsible for the construction costs per City Code 10-2-4(D), CITY shall reimburse DEVELOPER for additional width and depth per City Code 10-2-4(D) subject to the limitations and bid procurement requirements of this Agreement.

S-C 8.00. Construction of Sanitary Sewer Lines. DEVELOPER shall, at DEVELOPER's expense, design and construct seven hundred fifty-three feet (753') of twenty-four inch (24") sanitary sewer main line from the South Boundary line of Ivywood Division 1 to and across the entire frontage of this Subdivision, as shown on the Improvement Plans approved by and on file with City Engineer. DEVELOPER shall design and construct at its sole expense all sewer mains and appurtenances within the Subdivision in accordance with CITY Standard Drawings and Specifications and as shown on the Improvement Drawings filed with and approved by City Engineer. CITY agrees to reimburse DEVELOPER that portion of the costs of materials for the twenty-four inch (24") main line which exceeds the costs of materials for an eight inch (8") sewer main line, subject to the limitations and bid procurement requirements of this Agreement. DEVELOPER shall design and construct at its sole expense all sewer mains and appurtenances within the Subdivision in accordance with CITY Standard Drawings and Specifications, and upon completion thereof, DEVELOPER shall furnish CITY with a certificate signed by a licensed professional engineer, certifying that the sewer mains and appurtenances have been constructed in accordance with such specifications.

S-C 9.00. Reimbursement of Sewer Main Charges (5th West). Upon connection of sanitary sewer service to any property owned by any person other than DEVELOPER and fronting upon that portion of sanitary sewer which DEVELOPER has constructed outside of this Subdivision, CITY will, to the extent permitted by law, and upon written request of DEVELOPER, pay to DEVELOPER all sewer main connection charges collected by CITY, pursuant to City Code Section 8-1-23(D) as the same currently exists or may be amended hereafter. Such right to reimbursement shall terminate with respect to any sewer main charge collected by CITY after the expiration of ten (10) years from the date hereof.

S-C 10.00. Construction of Water Main Line. DEVELOPER shall construct seven hundred fifty-three feet (753') of sixteen inch (16") diameter water main line from the South Boundary line of Ivywood Division 1 to and across the entire frontage of this Subdivision as shown on the Improvement Plans approved by and on file with City Engineer. CITY acknowledges that an eight inch (8") water main line is adequate to serve this Subdivision; however, sound planning and economy of scale requires construction of a sixteen inch (16") diameter water main line to serve properties adjacent to and/or near this Subdivision. CITY agrees to reimburse DEVELOPER that portion of the costs of materials for the sixteen inch (16") water main line which exceeds the costs of materials for an eight inch (8") water main line, subject to the limitations and bid procurement requirements of this Agreement. DEVELOPER shall design and construct at its sole expense all water mains and appurtenances within the Subdivision in accordance with CITY Standard Drawings and Specifications, and upon completion thereof, DEVELOPER shall furnish CITY with a certificate signed by a licensed professional engineer, certifying that the water mains and appurtenances have been constructed in accordance with such specifications.

S-C 11.00. Reimbursement of Water Main Charges (5th West). Upon connection of water service to any property owned by any person other than DEVELOPER and fronting upon that portion of the 5th West right-of-way in which DEVELOPER has constructed a water main line, CITY will, to the extent permitted by law, and upon written request of DEVELOPER, pay to DEVELOPER all water main connection charges collected by CITY from the owners of such property, pursuant to Section 8-4-14(C), City Code, as the same currently exists or may be amended hereafter. Such right to reimbursement shall terminate with respect to any sewer main charge collected by CITY after the expiration of ten (10) years from the date hereof.

S-C 12.00. Existing Infrastructure. When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY Right-of-Way, DEVELOPER will coordinate such activities with the applicable owner (e.g. poles owned by Pacificorp dba Rocky Mountain Power). Any existing electrical infrastructure owned by Pacificorp dba Rocky Mountain Power will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out is to be initiated by DEVELOPER after annexation.

S-C 13.00. Subdivision Seal Coat. In order to preserve the long-term effectiveness of required roadway seal coat in the Subdivision, DEVELOPER shall pay all seal coat costs associated with Subdivision improvements and 5th West rather than applying the seal coat. In lieu of DEVELOPER seal coat application, DEVELOPER shall pay Eighty Thousand Thirty-Six dollars and Sixty-Six cents ($80,036.66) (33,073 square yards at $2.42 per square yard). CITY shall use such payment to apply the required seal coat at a later date, when Subdivision building permits are completed and at CITY's sole discretion on timing. Calculation of this payment in lieu of seal coat application includes the seal coat quantities for Ivywood Division 2 (9,105 SY), Ivywood Division 3 (21,533 SY) and Improvements to 5th West (2,435 square yards).

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF IVYWOOD DIVISION NO. 3, LOCATED GENERALLY NORTH W 81ST S, EAST S 5TH W, SOUTH W 65TH, WEST S 15TH W.

WHEREAS, the applicant filed an application for a final plat on February 27, 2020; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on April 21, 2020; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on May 14, 2020 and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 30.86 acre parcel located generally north W 81st S, east S 5th W, south W 65th, and west of S 15th W.
3. The plat includes 92 total lots, 86 of which are buildable and complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the R1 Zone.
4. The proposed development is consistent with the principles of the City's Comprehensive Plan.
5. The Planning and Zoning Commission recommended approval of the final plat with the recommendation of the public pathway easement on the east side of the plat.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat of Brookside Division 7.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2020

_____

Rebecca L. Noah Casper, Mayor

IDAHO FALLS

MEMORANDUM

FROM: Brad Cramer, Director

DATE: Thursday, May 7, 2020

RE: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria, Manchester Estates Subdivision

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

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

1. Approve the Development Agreement for Manchester Estates Subdivision and give authorization for the Mayor and City Clerk to execute the necessary documents.

2. Accept the Final Plat for Manchester Estates Subdivision, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Manchester Estates Subdivision, and give authorization for the Mayor to execute the necessary documents.

Description, Background Information & Purpose

For consideration is the Final Plat, Development Agreement, and Reasoned Statement Relevant Criteria for Manchester Estates Subdivision. The Planning and Zoning Commission considered this item at its April 21, 2020, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Relevant PBB Results & Department Strategic Plan

☐ ☒ ☒ ☐ ☒ ☐ ☒ ☒

The final plat complies with the Subdivision Ordinance. The development agreement ensures roads and utilities will be built to City standards. Approval of the development helps to achieve good governance as well as desired community-orient results in the areas of growth, livability, sustainability, and transportation.

Interdepartmental Coordination

The Final Plat has been reviewed by Planning, Engineering, Streets, Survey, Water, Sewer, Sanitation, Fire Prevention, and Power.

Fiscal Impact

NA

Legal Review

The Legal Department has reviewed the development agreement and all other items in the application pursuant to applicable law.

Final Plat

Manchester Estates

Legend

- Site
- City Limits
- Area of Impact

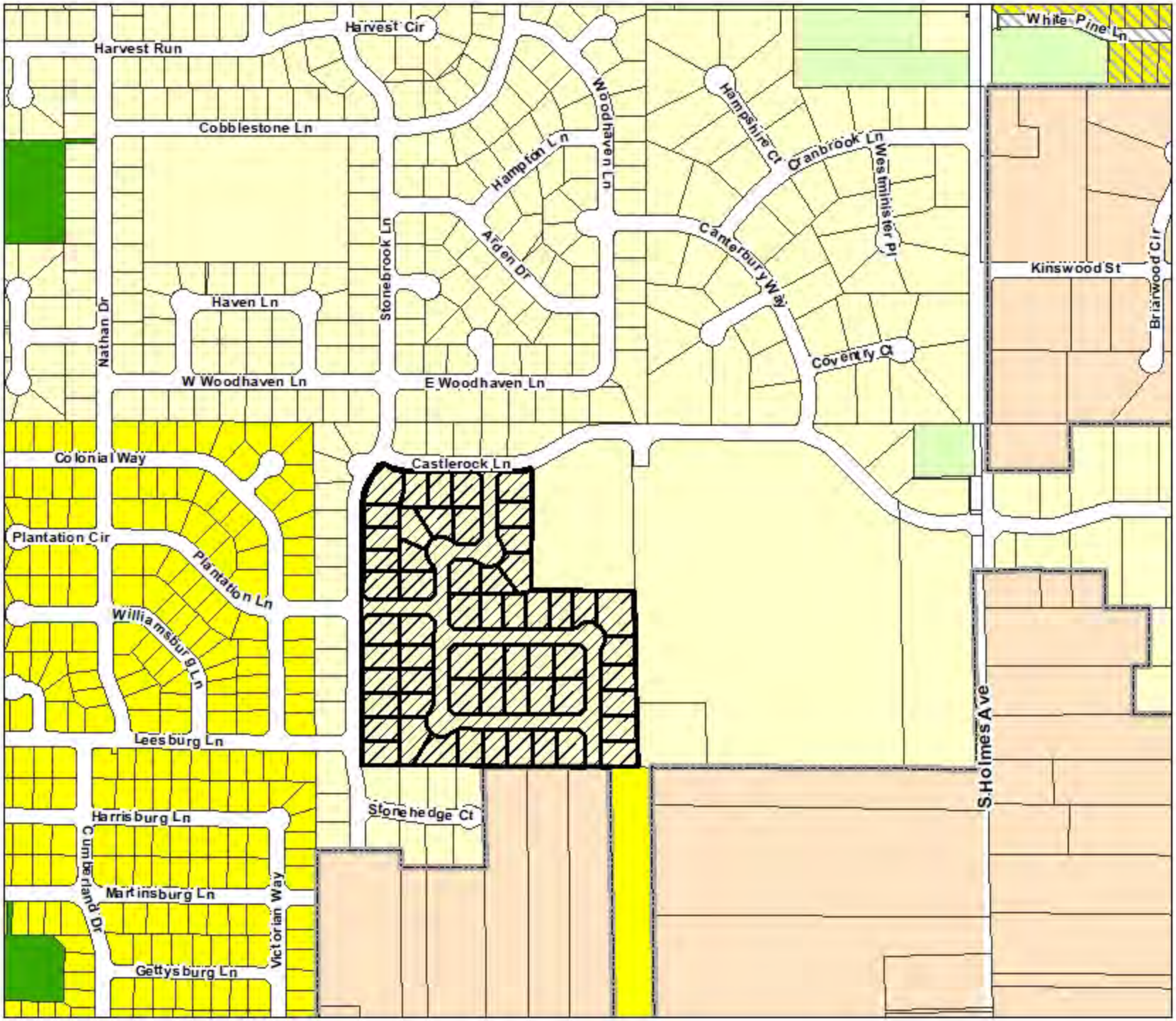
Overlays

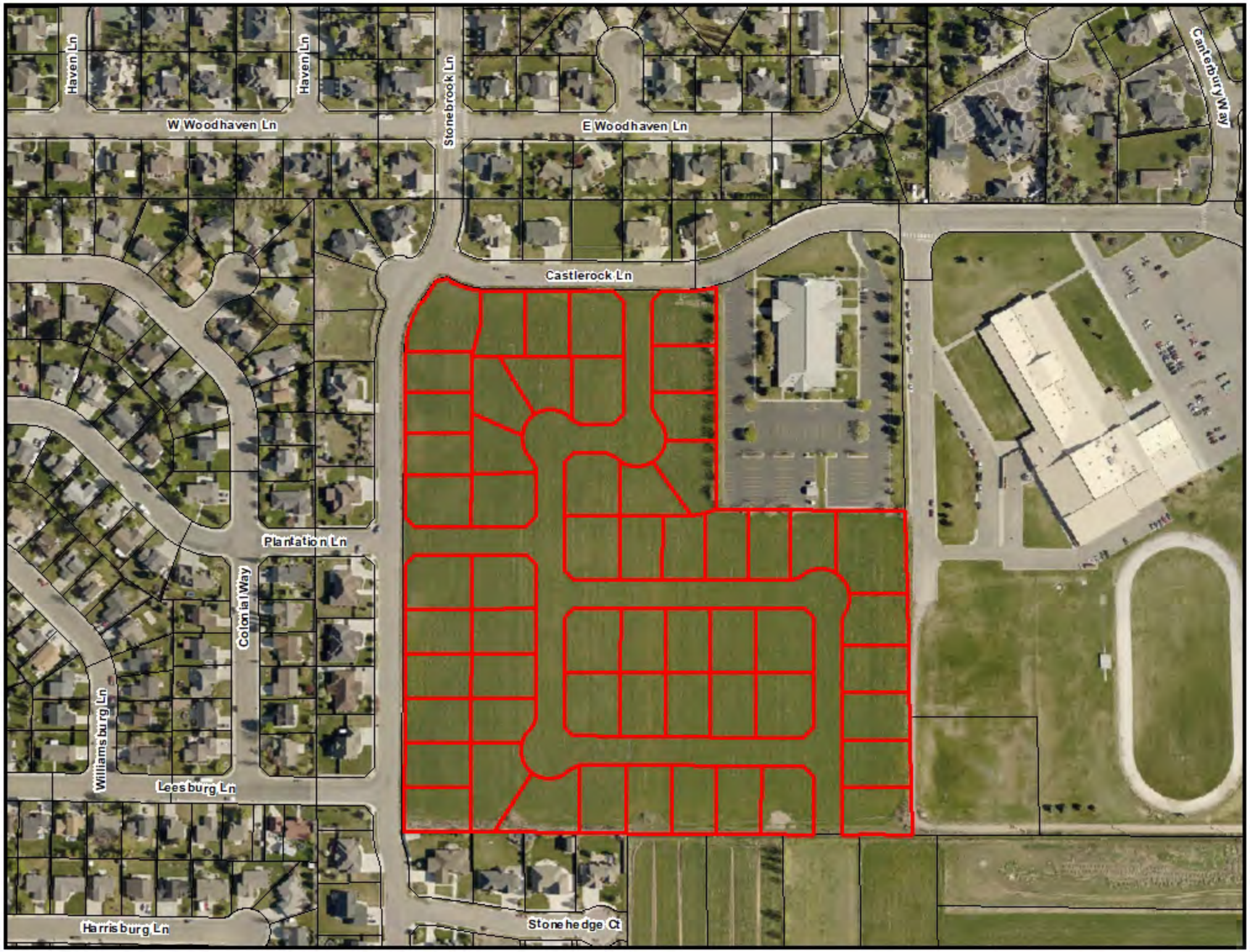
- PT
- PT&T-1
- PUD
- T-1
- T-2
- RE
- RP
- R1
- R2
- TN
- RMH
- R3
- R3A
- PB
- DT
- CC
- LC
- HC
- R&D
- LM
- I&M
- P

IDAHO FALLS

Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276

N




Haven Ln
Haven Ln
W Woodhaven Ln
Stonebrook Ln
E Woodhaven Ln
Canterbury Way
Castlerock Ln
Plantation Ln
Colonial Way
Williamsburg Ln
Leesburg Ln
Harrisburg Ln
Stonehedge Ct

CASTLEROCK LANE
313.04'
N89° 50' 28"W 412.02' (R)
N89° 50' 06"W 412.10' (M)
P.O.B.
FND 5/8" IR ILLEGIBLE
N34° 48' 00"E 54.08' (M)
N34° 53' 28"E 54.04' (R)
N77° 07' 08"E 26.90' (M)
N77° 07' 08"E 23.04'
FND 5/8" IR NO CAP
HEMSWORTH WAY
S00° 09' 32"W 315.01'
BLOCK 2
BLOCK 3
1 BLOCK 2
CASTLEROCK ADDITION DIVISION NO. 1
INSTR. NO. 861424
PRIVATE STREET (SCHOOL DIST. No. 91)
S0° 09' 03"W 474.49' (M)
S0° 09' 32"W 474.69' (R)
EXISTING 20' UTILITY EASEMENT
EXISTING 10' UTILITY EASEMENT
20' STORM SEWER EASEMENT
INSTRUMENT No. 854183
PURSUANT TO: CITY OF IDAHO FALLS
DATE: JUNE 4, 1993
12' P.U.E.
HEATON LANE
N89° 50' 28"W 184.00'
5' DEDICATED R-O-W TO CITY OF IDAHO FALLS
5' SIDEWALK
N0° 09' 32"E 1007.40' (R)
N0° 09' 38"E 1007.42' (M)
BLOCK 2
DIVISION NO. 4
INSTR. NO. 1121538
BLOCK 2
6
7
LANDSCAPE & DRAINAGE EASEMENT
N89° 50' 28"E 400.03' (R)
S89° 51' 34"E 400.32' (M)
STORM POND LOT
STONEBROOK ADDITION DIVISION NO. 6
INSTR. NO. 806751
PLANTATION LANE
N89° 39' 43"E 311.07'
BLOCK 3
WINTHORPE AVE
N89° 50' 28"W 537.28'
N89° 50' 28"W 122.11'
10' P.U.E. & SIDEWALK
PUBLIC S
1 BLOCK 17
2 BLOCK 1
BLOCK 3
2
3
4
5
LANDSCAPE & DRAINAGE EASEMENT
STONEBROOK LANE
612.46'
5' DEDICATED R-O-W TO CITY OF IDAHO FALLS
ATHERTON WAY
S00° 09' 32"W 329.69'
BLOCK 1
BLOCK 4
CLIFTON WAY
S1° 10' 54"E 435.14' (M)
S1° 12' 25"E 434.93' (R)
EXISTING 20' UTILITY
HUNTINGTON AVE
N89° 29' 12"W 587.29'
S1° 12' 05"E 249.85' (M)
S1° 12' 25"E 250.00' (R)
DIVISION NO. 4
LEESBURG LANE
1 BLOCK 4
N89° 37' 20"W 474.61' (M)
N89° 36' 45"W 474.69' (R)
N2° 54' 50"W 1.61' (M)
N89° 29' 12"W 490.53' (M)
N89° 29' 04"W 490.60' (R)
List the bearing and distance here
BLOCK 5
ORAL BEHUNIN
CARL WHARTON
UN-PLATTED
CHARLES KEISTER
N89° 35' 05"W 111.91'
S1° 09' 24"W 2.64'

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
Final Plat
Manchester Estates
April 21, 2020

IDAHO FALLS
Community Development Services

Applicant: Eagle Rock Engineering

Location: Generally North of 49th S, East of 5th W, South of Sunnyside Rd., West of Holmes Ave.

Size: Approx. 23.824 acres
Buildable Lots: 58
Common Lots: 1
Largest Lot:18,810 sq ft
Smallest Lot: 12,065 sq ft
Average Lot Size: 14,076
Total Net Density: 3.09
Total Gross Density: 2.43

Existing Zoning: RP
North: RP
South: RP/County A-1
East: RP
West: RP

Existing Land Uses:
Site: Vacant/ Agricultural
North: Residential
South: Residential
East: Institutional
West: Residential

Future Land Use Map: Low Density Residential

Public Hearing Notice:
60 Adjacent Property Owner Letters Sent

Attachments:
1. Maps and Aerial Photos
2. Letter

Requested Action: To recommend to the Mayor and City Council approval of the final plat for Manchester Estates.

Staff Comments: The property is zoned RP, Residential Park. The Planning Commission approved the preliminary plat for Manchester Estates on April 7, 2020. The final plat matches the approved preliminary plat. The final plat includes 58 buildable lots and one common lot. All of the proposed lots exceed the minimum requirements of the RP Zone. The plat is proposed to be completed in a single phase.

Access to the subdivision will come from Stonebrook and Castlerock Lanes, residential collector streets. Proposed intersections comply with the Access Management Plan and coincide with existing alignments. Sidewalk will also be installed along these corridors, where it now only exists along one side. The subdivision will provide a stub road to the south for connection to possible future development.

The common lot in the development is a storm pond located at the eastern side of the development. A 10-foot walking path is also proposed along the southern edge of storm pond to provide access to the school from the neighborhood.

The proposed plan addresses several of the concerns previously heard from surrounding residents. The final plat is consistent with the policies of the Comprehensive Plan.

Staff Recommendation: Staff has reviewed the final plat and finds that it complies with the subdivision ordinance and the development standards of the RP Zone. Staff recommends approval of the plat.

Subdivision Ordinance: Boxes: with an "X" indicated compliance with the ordinance

REQUIREMENTS	Staff Review
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	NA
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the a1terial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the a1terial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide a11 improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposes access.	NA
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	X
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the a1terial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the a1terial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	NA
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	All Local Streets

Traffic Volume and Character of Traffic Use:

Access to the subdivision will come from Stonebrook and Castlerock Lanes, residential collector streets. Proposed intersections comply with the Access Management Plan and coincide with

existing alignments. The Access Management Plan provides recommendations for when a traffic impact study (TIS) should be required, 6.3.1. It recommends that a TIS should be conducted for all new development that is expected to generate more than 100 net new peak-hour vehicle trips.

The Institute of Transportation Engineers (ITE) should be used for selecting trip generation rates. For single-family detached housing the ITE manual identifies average trip generation rates per dwelling unit as .77 during the weekday a.m. peak hour and 1.02 for the weekday p.m. peak hour.

A 58 lot subdivision does not constitute the need for a traffic study based on these average trip generation rates. Additionally, the proposed development will be accessing directly to residential collector streets which will not require new traffic to utilize local neighborhood streets to exist the development.

Comprehensive Plan Policies:

Residential development should reflect the economic and social diversity of Idaho Falls. New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces, and streets. (p.40)

Encourage development in areas served by public utilities or where extensions of facilities are least costly. (p.67)

Low Density Residential. Single family homes on individual lots at a density of 7 units or less per net acre. This area may include detached homes or homes which share a common wall, open space, or other common facilities. (p. 67)

Zoning:

11-3-3: PURPOSE OF RESIDENTIAL ZONES

(B) RP Residential Park Zone. This zone provides a residential zone which is representative of an automobile-oriented, suburban development pattern and characterized by large lots. The principal use permitted in this Zone shall be single unit dwellings.

11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft^2	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft^2			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25*	25*
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	24	*			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	8
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

(Ord. 3218, 9-13-18)

April 21, 2020 7:00 p.m. Planning Department

Council Chambers

Notice: Due to Governor Little's proclamation on March 19, 2020 and the Stay-At-Home Order given on March 25, 2020, the doors to the meeting were locked, but notice was given to the public on how to participate via any of the following ways: Submit comments in writing; participate via internet through a Webex meeting; participate via phone through Webex meeting; and watch the meeting via live stream on the City's website.

MEMBERS PRESENT: Commissioners Natalie Black, Arnold Cantu, Joanne Denney, Margaret Wimborne, Lindsey Romankiw, Brent Dixon, George Morrison.

MEMBERS ABSENT: George Swaney, Gene Hicks

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Kerry Beutler; Brian Stephens; Naysha Foster and interested citizens.

CALL TO ORDER: Natalie Black called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

MINUTES: **No Minutes.**

Business:

5. PLAT 20-009: FINAL PLAT. Manchester Estates Final Plat. Wimborne recused herself from this discussion due to her position with the School District.

Applicant: Kurt Roland, 1331 Fremont, Idaho Falls, Idaho. Roland stated that Rockwell Homes revised the plat to eliminate the reverse frontage to be a good neighbor. Roland stood for questions.

Morrison moved to recommend to the Mayor and City Council approval of the Final Plat for Manchester Estates as presented, Cantu seconded the motion and it passed unanimously.

DEVELOPMENT AGREEMENT
MANCHESTER ESTATES

This DEVELOPMENT AGREEMENT MANCHESTER ESTATES (hereinafter called "AGREEMENT"), made this _____day of _____, 2020, by and between the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, (hereinafter "CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and Rockwell Homes, Inc., an Idaho corporation (hereinafter "DEVELOPER"), whose mailing address is 3539 Briarcreek Lane, Ste. E, Ammon, Idaho 83406.

W I T N E S S E T H:

WHEREAS, DEVELOPER is the sole owner, in law or equity, of a certain tract of land in the County of Bonneville, State of Idaho, which land (hereafter referred to as "Subdivision"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and,

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer, and the Idaho Falls Planning and Zoning Commission, have recommended such development be allowed, subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to allow the development of the Subdivision within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines and other public improvements within the CITY; and

WHEREAS, DEVELOPER specifically waives DEVELOPER's right to protest development requirements described in this AGREEMENT, including DEVELOPER's right of judicial review contained in Chapter 52, Title 67, Idaho Code, and pursuant to the standards set forth in § 67-5279, Idaho Code; and,

WHEREAS, DEVELOPER understands that the public improvements required herein are standards required pursuant to Idaho Falls City Code, Title 10, Chapter 1, and are authorized by Idaho Code §§ 67-6513 and 67-6518; and,

WHEREAS, DEVELOPER and CITY believe that without the public improvements

required herein, CITY would not be able to otherwise provide for mitigation of the effects of the Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Subdivision; and,

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this AGREEMENT, including Special Conditions for the Subdivision, are constructed; and,

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to Idaho Falls City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this AGREEMENT; and,

WHEREAS, DEVELOPER enters into this AGREEMENT of DEVELOPER's own free will and accord, without coercion and without inducement and at DEVELOPER's request; and,

WHEREAS, DEVELOPER has read this AGREEMENT, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this AGREEMENT and prior to signing it; and,

WHEREAS, DEVELOPER has submitted a preliminary plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer and City Planning and Zoning Commission have recommended such Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and,

WHEREAS, CITY is willing to approve the Subdivision to CITY, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. Approval of Subdivision. CITY hereby approves the Subdivision plat as described in Exhibit "A" attached hereto and made a part to this AGREEMENT by reference, and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines, storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas, electricity, fiber optic and irrigation facilities) and other public improvements contemplated within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are

those Improvement Plans submitted and considered for the Subdivision development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the Subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity), and irrigation facilities affected by the development of such phase or division of the Subdivision. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

3. Construction of Public Improvements. Unless otherwise agreed in the Special Conditions, DEVELOPER shall, at its expense, design and construct all public improvements shown in the Exterior Improvement Plans and Interior Improvement Plans. Unless otherwise agreed in writing by City Engineer, DEVELOPER shall construct all required public improvements within such Improvement Plans in strict accordance with the approved Preliminary and Final Improvement Plans and CITY Standard Engineering Drawings and Specifications (hereafter referred to as the "Standard Specifications") in effect at the time the construction is accomplished. The Standard Specifications are incorporated herein by reference as though set out in full and compliance to the Standard Specifications is a condition of this AGREEMENT.

4. Permits. DEVELOPER shall obtain all right-of-way, excavation and/or other permits required by local ordinance and comply with all requirements therein with respect to the timely performance of the work governed by such permits.

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

6. Corrected Improvement Plans. Prior to acceptance of any phase or division of the Subdivision, DEVELOPER will file "As Constructed"/ "As Built" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the Final Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

7. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Subdivision and shall execute and record an instrument documenting such acceptance. Acceptance of the Subdivision Improvements and recording the acceptance instrument shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision within which such improvements are located, by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns and against

every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises as of the date of this AGREEMENT.

9. Water and Sewer Main Connection Charges. DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10. Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho.

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

12. Special Conditions. In recognition of the unique circumstances relative to this Subdivision the parties agree to the Special Conditions attached hereto as Exhibit "B" and by this

reference made a part hereof.

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct, at DEVELOPER's expense, all ditches, headgate structures, culverts, siphons, drywells or other similar appurtenant structures that will be impaired or otherwise disturbed by the construction of this Subdivision. DEVELOPER shall also obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

14. Relocation of Power Lines. DEVELOPER shall relocate at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements within this Subdivision as shown on the Improvement Drawings.

15. Construction Schedule Change. Any modification to the public improvements shown in the Improvement Drawings or to the construction phase limits shall be approved by City Engineer. Prior to said approval, revised Improvement Drawings shall be resubmitted to City Engineering Department showing the proposed changes.

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT. Such taxes and assessments shall be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Subdivision.

17. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a final plat has been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for commercial or industrial purposes.

18. Default. In the event DEVELOPER fails to comply with the terms and conditions hereof in any material respect, CITY may, without further notice to DEVELOPER, exercise any or all of the following remedies:

A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;

B. Withhold the connection of water, sewer or electric service to any property

located within any phase or division of the Subdivision affected by such default;

C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;

D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;

E. Withhold reimbursement of Subdivision inspection fees collected pursuant to the Idaho Falls City Code; and

F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

19. Notices. Any notice required by this AGREEMENT shall be mailed to the receiving party at the address set forth above or such other address as may be delivered to the sending party in writing. Such notice shall be mailed by certified mail, return receipt requested, postage prepaid and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner.

20. Recording Fees. Prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Irrigation District Release. Prior to the approval of the Subdivision plat, DEVELOPER shall obtain a certification upon the plat signed by any irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision. This certification shall state that the water rights for all property within the Subdivision have been transferred from the property and that all liens and assessments of such water delivery entity have been released.

22. Storm Water Discharge Certification. Prior to the acceptance and approval of Final Improvement Plans for any division or phase of the Subdivision, DEVELOPER shall obtain the certification of any Irrigation District, canal company or other entity into which any storm water from such phase or division will be discharged. The certification shall state that such water delivery entity has reviewed and approved the Final Improvement Plans for such phase or division and that the discharge of storm waters from such area into their canal or ditch in the manner shown in the Final Improvement Plans is approved and accepted by such entity.

23. Conflict With Standard Specifications. In the event of any conflict between the

terms of this AGREEMENT or the Improvement Plans and the Stand Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of the Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and the Improvement Plans, the terms of this AGREEMENT shall prevail.

24. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors or assigns.

25. Governing Law. This AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

26. Entire Agreement. This writing evidences the final and complete agreement between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

27. Effective Date. This AGREEMENT shall become valid and binding only upon its approval by CITY Council of CITY and upon its execution by the Mayor.

INWITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

_____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

ROCKWELL HOMES, INC.

By _____
Paul Johnson, Manager

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, the 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 Utah)

) ss:

County of Washington)

On this 24th day of April, 2020, before me, the undersigned, a notary public, in and for said State, personally appeared Paul Johnson, known or identified to me to be the authorized signator for Rockwell Homes, Inc., and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said company.

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

NOTARY PUBLIC
DAVID ANTHONY GONZALEZ
696882
COMMISSION EXPIRES
SEPTEMBER 1, 2021
STATE OF UTAH

(Seal)

_____

Notary Public of Utah
Residing at: 1218 E Riverside Dr St. George, UT
My Commission Expires: Sept 01, 2021

EXHIBIT "A"
PROPERTY

MANCHESTER ESTATES

Legal Description

COMMENCING AT A POINT THAT IS N.89°50'20"W. ALONG THE EAST-WEST CENTER SECTION LINE 1788.30 FEET AND S.00°09'40"W. 188.88 FEET FROM THE EAST 1/4 CORNER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF CASTLEROCK LANE, SAID POINT ALSO BEING ON A NON TANGENT CURVE WITH A RADIUS OF 260.00 FEET AND A CHORD BEARING N.80°40'40"E. 44.81 FEET; THENCE TO THE LEFT ALONG SAID NON TANGENT CURVE 44.86 FEET THROUGH A CENTRAL ANGLE OF 09°53'11" TO THE WEST BOUNDARY LINE OF CASTLEROCK ADDITION, DIVISION NO. 1, AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO; THENCE S.00°09'03"W. ALONG SAID WEST BOUNDARY LINE 474.49 FEET TO THE SOUTH BOUNDARY LINE OF SAID CASTLEROCK DIVISION NO. 1; THENCE S.89°51'34"E. ALONG SAID SOUTH BOUNDARY LINE 400.32 FEET TO THE WEST LINE OF LOT 1, BLOCK 17, STONEBROOK, DIVISION NO. 6, AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO; THENCE S.01°10'54"E. ALONG SAID WEST LINE 435.14 FEET TO THE NORTHWEST CORNER OF LOT 2, BLOCK 17 OF SAID STONEBROOK, DIVISION NO. 6; THENCE S.01°12'05"E. ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 249.85 FEET TO THE NORTH BOUNDARY LINE OF GALASAD ADDITION, DIVISION NO.1, TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO; THENCE N.89°35'05"W. ALONG SAID NORTH BOUNDARY LINE 111.91 FEET; THENCE S.01°09'24"W. 2.64 FEET; THENCE N.89°29'12"W. 490.53 FEET TO THE EAST LINE OF LOT 4, BLOCK 5, CASTLEROCK ADDITION, DIVISION NO. 4, AN ADDTION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO; THENCE N.02°54'50"W. ALONG SAID EAST LINE 1.61 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE N.89°37'20"W. ALONG THE NORTH LINE OF SAID BLOCK 5 A DISTANCE OF 474.61 FEET TO THE EAST RIGHT OF WAY LINE OF STONEBROOK LANE; THENCE NORTHERLY ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: N.00°09'38"E. 1007.42 FEET TO A POINT OF NON TANGENT CURVE WITH A RADIUS OF 200.00 FEET AND A CHORD BEARING N.17°28'13"E. 119.29 FEET; THENCE TO THE RIGHT ALONG SAID NON TANGENT CURVE 121.13 FEET THROUGH A CENTRAL ANGLE OF 34°42'06"; THENCE N.34°48'00"E. 54.08 FEET; THENCE N.77°07'08"E. 26.90 FEET TO SAID SOUTH RIGHT OF WAY LINE OF CASTLEROCK LANE; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: S.60°49'14"E. 8.16 FEET TO A POINT OF NON TANGENT CURVE WITH A RADIUS OF 168.61 FEET AND A CHORD BEARING S.75°10'39"E. 85.20 FEET; THENCE TO THE LEFT ALONG SAID NON TANGENT CURVE 86.14 FEET THROUGH A CENTRAL ANGLE OF 29°16'12"; THENCE S.89°50'06"E. 412.10 FEET TO A POINT OF NON TANGENT CURVE WITH A RADIUS OF 260.00 FEET AND A CHORD BEARING N.87°12'20"E. 22.38 FEET; THENCE TO THE LEFT ALONG SAID NON TANGENT CURVE 22.39 FEET AND THROUGH A CENTRAL ANGLE OF 04°55'59" TO THE POINT OF BEGINNING, CONTAINING 23.824 ACRES.

EXHIBIT "B"

SPECIAL CONDITIONS
MANCHESTER ESTATES

S-C 1.00. Arterial Street and Bridge Fees. The Bridge and Arterial Streets fee for this Subdivision is ten thousand six hundred dollars ($10,600); fifty-three (53) platted lots of R-1 zone at two hundred dollars ($200) per platted lot), payable as follows:

Due Date	Payment Amount
Upon execution of this Agreement	$ 1,060.00
July 1, 2020	$ 2,385.00
October 1, 2020	$ 2,385.00
January 1, 2021	$ 2,385.00
April 1, 2021	$ 2,385.00
TOTAL	$ 10,600.00

S-C 2.00. Surface Drainage Fees. The surface drainage fee for this Subdivision is five thousand eight hundred forty-six dollars and forty-two cents ($5,846.82); 778,202 square feet net area at $.0075 per square foot), payable as follows:

Due Date	Payment Amount
Upon execution of this Agreement	$ 583.65
July 1, 2020	$ 1,313.22
October 1, 2020	$ 1,313.22
January 1, 2021	$ 1,313.22
April 1, 2021	$ 1,313.21
TOTAL	$ 5,836.52

S-C 3.00. Traffic Signs. DEVELOPER agrees to install all street signs designating the names of all streets within the Subdivision. Street signs designating the name of public streets shall be constructed with white letters over green background. Street signs designating the name of private streets shall be constructed with white lettering over blue background. Such signs shall be installed in the manner and locations as directed by the City Engineer.

S-C 4.00. Storm Drainage. Storm drainage will be designed and constructed to accommodate drainage of the lots within the Subdivision by DEVELOPER. The storm drainage system shall meet CITY Storm Drainage Policy. Lot 9 of Block 4 is designated as a storm pond. DEVELOPER shall provide for the installation of grass and an irrigation system and may, at DEVELOPER's discretion, provide for the establishment of a home owner's association to maintain

the storm pond and Lot 9 of Block 4.

S.C. 5.00 Existing Infrastructure. When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY Right-of-Way, DEVELOPER will coordinate such activities with the applicable owner, (e.g. poles owned by Pacificorp dba Rocky Mountain Power). Any existing electrical infrastructure owned by Pacificorp dba Rocky Mountain Power will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out is to be initiated by DEVELOPER after annexation.

S-C 6.00 Landscaping and Maintenance. DEVELOPER or homeowner's association shall be responsible for the landscaping and maintenance of Lot 9 of Block 4, Storm Pond Lot. These maintenance responsibilities shall include, but not be limited to, maintaining the lot landscaping, adjacent sidewalk, and landscape strip along these lots.

S-C 7.00 Subdivision Seal Coat. In order to preserve the long-term effectiveness of required roadway seal coat in the Subdivision, DEVELOPER shall pay all seal coat costs associated with Subdivision improvements rather than applying the seal coat. In lieu of DEVELOPER seal coat application, DEVELOPER shall pay forty-five thousand three hundred two dollars and forty cents ($45,302.40) (18,720 square yards at $2.42 per square yard). CITY shall use such payment to apply the required seal coat at a later date, when Subdivision building permits are completed and at CITY's sole discretion on timing.

S-C 8.00 Water Line Connection in Stonebrook Lane. CITY agrees to allow DEVELOPER to connect to the water main located in Stonebrook Lane, subject to DEVELOPER's payment of the water main connection fees in the amount of forty-nine thousand seven hundred eighty-three dollars and eighty cents ($49,783.80); (1,191 foot currently at $41.80 per foot), upon execution of this Agreement, pursuant to Section 8-4-14 (C) of the City Code. Pursuant to Section 8-4-14 (B) of the City Code, DEVELOPER or its heirs or assigns shall also pay individual water system connection fees each time an individual water service line is connected to CITY water systems. Such fees shall be paid in the amounts and manner set forth in such Code Sections.

S-C 9.00. Sewer Main Connection Fee in Stonebrook Lane. CITY agrees to allow DEVELOPER to connect to the sewer previously constructed within the Development, subject to DEVELOPER's payment of the sewer main connection charge pursuant to Section 8-1-23(C) of the City Code in the amount of twenty-six thousand nine hundred and one dollars ($26,901); (1,098 feet currently at $24.50 per foot). Pursuant to Section 8-1-23(B) of the City Code, DEVELOPER or its heirs or assigns shall also pay individual sewer connection fees each time an individual sewer service line is connected to CITY sewer system. Such fees shall be paid in the amounts and manner set forth in such Code Section.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF MANCHESTER ESTATES, LOCATED GENERALLY SOUTH OF E SUNNYSIDE ROAD, WEST OF S HOLMES AVENUE, NORTH OF E 49TH SOUTH, AND EAST OF S 5TH WEST.

WHEREAS, the applicant filed an application for a final plat on February 26, 2020; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on April 21, 2020; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on May 14, 2020; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 28.824 acre parcel located generally south of E Sunnyside Rd., west of S Holmes Ave., north of E 49th S, and east of S 5th West.
3. The plat includes 58 buildable residential lots and one unbuildable storm pond lot. The plat is consistent with the preliminary plat. All lots meet the minimum requirements for development in the RP Zone.
4. The subdivision will access Stonebrook and Castlerock Lanes, residential collector streets. Lots located along Stonebrook and Castlerock Lanes will not have direct access to these streets because of the landscaped lots.
5. The plat complies with the standards of the Subdivision Ordinance.
6. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2020

_____

Rebecca L. Noah Casper, Mayor

IDAHO FALLS

MEMORANDUM

FROM: Pam Alexander, Municipal Services Director

DATE: Wednesday, May 6, 2020

RE: IF-20-22, Underground Fiber Project Phase I - Boring and Conduit Installation

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, Quanta Telecom Services of Houston, Texas for a total contract amount of $2,671,322.55 or take other action deemed appropriate.

Description, Background Information & Purpose

This contract will provide underground fiber boring and conduit installation services for residential fiber.

Relevant PBB Results & Department Strategic Plan

☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

The purchase of the underground fiber 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 fiber optic 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.

Bid IF-20-22, Underground Fiber Project Phase 1

Bidder	BID BOND	PW LICENSE	ADDENDUM 1, 2	BASE BID	ALT 1	ALT 2	ALT 3	ALT 4	ALT 5	ALT 6	Subcontractor #1	Subcontractor #2	Subcontractor #3
B. Jackson Construction Inc.	X	X	X	$ 3,363,276.19	$ 28,400.00	$ 13,100.00	$ 11,835.00	$ 18,105.00	$ 15,555.00	$ 17,795.00			
Grand total of base bid and alternates 1-6										$ 3,468,066.19	Omega Satellite, LLC	Fonun Construction	
Quanta Telecom Services	X	X	X	$ 2,567,652.55	$ 29,310.00	$ 11,425.00	$ 11,230.00	$ 17,460.00	$ 14,480.00	$ 19,765.00	Florida Armstrong		
Grand total of base bid and alternates 1-6										$ 2,671,322.55	Boring, LLC		

IDAHO FALLS

MEMORANDUM

FROM: Pam Alexander, Municipal Services Department
DATE: Friday, May 1, 2020
RE: Hydro Generation Insurance Policy Renewal

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

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

Ratification of the 2020/21 hydropower generation insurance Policy for Idaho Falls Power for a total of $391,915.00, or take other action deemed appropriate.

Description, Background Information & Purpose

This policy insures the City's hydropower generation facilities. The attached policy, EUTN14341316, was the best commercially available policy presented to the City's insurance broker, Marsh Wortham.

Relevant PBB Results & Department Strategic Plan

☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

This action supports the good governance community-oriented result by ensuring the City's readiness for protecting a City-owned asset from catastrophic events and continued access to reliable and affordable power. It also supports the financial element of the Idaho Falls Power strategic plan.

Interdepartmental Coordination

The insurance policy renewal activities were coordinated between Idaho Falls Power and Municipal Services, risk management staff.

Fiscal Impact

Idaho Falls Power budgeted $400,000 for hydro insurance and this policy totals $391,915.00 dollars.

Legal Review

Legal concurs the Council action desired is within State Statute.

STARR TECHNICAL RISKS AGENCY, INC.

Raymond Walshe
Vice President
Phone: (213) 330-7061

1000 Wilshire, Suite 2200
Los Angeles, CA 90017
Fax: (213).330.7084

BINDER

NAMED INSURED: City of Idaho Falls

Insurance applies only to those perils and/or coverages named and is subject to the terms and conditions of the Policy (ies) normally issued for the indicated perils and/or coverages.

U.S. FOREIGN ACCOUNT TAX COMPLIANCE ACT ('FATCA")

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from CHUBB U.S. insurance companies, please go to the following web site:

http://www.acegroup.com/us-en/businesses/foreign-account-tax-compliance-act-fatca.aspx

POLICY NUMBER: **EUTN14341316**

MAILING ADDRESS OF INSURED: P.O. Box 50220
Idaho Falls, ID 83405

DESCRIPTION AND LOCATION OF PROPERTY INSURED: Per the updated Statement of Values as provided by Moreton & Company on March 27, 2019

VALUES:

Property Damage:	$237,614,917
Business Interruption:	$ 5,743,999
Total Insured Value:	**$243,358,916**

TERRITORY: United States of America

POLICY TERM: Effective: April 29, 2020 at 12:01 AM
Expiration: April 29, 2021 at 12:01 AM.

FORM: per the current Starr Tech policy (# EUTN14330768) wording in force plus endorsements listed under Additional Terms and Conditions.

COVERAGE: All Risks of direct physical loss or damage, covering Property Damage, Business Interruption, Extra Expense and Boiler & Machinery. Including TRIA and Non-Certified Terrorism.

VALUATION: Per the terms and conditions of the current / historic policy issued as further referenced herein.

POLICY LIMIT OF LIABILITY: $100,000,000 any one occurrence.

STARR TECHNICAL RISKS AGENCY, INC.

Raymond Walshe
Vice President
Phone: (213) 330-7061

BINDER

1000 Wilshire, Suite 2200
Los Angeles, CA 90017
Fax: (213).330.7084

NAMED INSURED: City of Idaho Falls

STARR TECH PARTICIPATION: 100%

SUBLIMITS: **>>** Are per occurrence unless shown otherwise.
>> Are part of and not in addition to the Policy Limit of Liability

BUSINESS INTERRUPTION:	$5,743,999	Monthly limitations by plant apply
EXTRA EXPENSE:	$1,000,000	
COURSE OF CONSTRUCTION	$1,000,000	
DEBRIS REMOVAL (the greater of):	$5,000,000	or 25% of the adjusted direct property loss
EXPEDITING EXPENSES	$500,000	
PROPERTY IN TRANSIT:	$500,000	
EARTH MOVEMENT (Except) :	$30,000,000	Annual Aggregate
CALIFORNIA EARTH MOVEMENT:	NO COVERAGE	
FLOOD :	$30,000,000	Annual Aggregate
NEWLY ACQUIRED PROPERTY	$5,000,000	(90 day reporting)
VALUABLE PAPERS AND RECORDS:	$5,000,000	
ACCOUNTS RECEIVABLE:	$5,000,000	
DEMOLITION, INCREASED COST OF CONSTR:	$2,500,000	
HAZARDOUS SUBSTANCE OR CONTAMINANTS: - NAMED PERILS	$500,000	Annual Aggregate
HAZARDOUS SUBSTANCE OR CONTAMINANTS: - ACCIDENT TO AN OBJECT	$500,000	Annual Aggregate
ASBESTOS AND ASBESTOS CONTAINING MATERIAL	$250,000	
MISCELLANEOUS UNNAMED LOCATIONS:	$250,000	
DAMS		
GEM STATE DAM	$33,421,356	
UPPER DAM	$20,489,299	
CENTRAL DAM	$20,489,299	
LOWER DAM	$20,489,299	
OLD LOWER DAM	$3,318,536	

STARR TECHNICAL RISKS AGENCY, INC.

Raymond Walshe
Vice President
Phone: (213) 330-7061

1000 Wilshire, Suite 2200
Los Angeles, CA 90017
Fax: (213).330.7084

BINDER

DEDUCTIBLES: All deductibles listed below are per occurrence except with respect to coverage provided under the Boiler & Machinery Endorsement (if provided) which shall be any One Accident.

PROPERTY DAMAGE (Except):	$	250,000
FLOOD		3% of the total insurable values at risk per location subject to a minimum of $500,000 for contents and $500,000 for buildings
PROPERTY IN TRANSIT:	$	10,000
TIME ELEMENT		1080 Hours

As respects TIME ELEMENT deductible, liability shall exist only for such part of the determined period of interruption in excess of the number of hours stated above the Declarations Page. This Business Interruption deductible applies to any one occurrence as defined herein.

As respects real and personal property , all claims for loss, damage or expense arising out of any one occurrence shall be adjusted as one claim and from the amount of each such adjusted claim there shall be deducted the sum stated on the Declarations Page.

Deductibles for Property Damage and Time Element shall be applied separately.

ADDITIONAL TERMS AND CONDITIONS:

1. Coverages and/or Extensions of Coverage not specifically mentioned, even though they may be outlined in your submission, are not included.
2. Premium to be paid in full within 30 days of inception.
3. Business Interruption coverage shall only apply to those locations where Business Interruption values have been declared.
4. 72 Hour Occurrence Definition applies to Wind, Flood and Earthquake.
5. Transmission and Distribution lines, line transformers, towers and poles, equipment or apparatus connected therewith, located beyond 1,000 ft. from any Insured premises are excluded.
6. Extra Expense coverage, if provided, does not include generation, transmission, purchase, replacement, trade or distribution of electrical power.
7. Signed Statement of Property Values to be provided within 30 days of effective date.
8. Signed Business Interruption Worksheet to be provided within 30 days of effective date.
9. Subject to list of Participants and their participation
10. In addition to the expiring policy endorsements, the following Company Mandated Endorsements and Policy Documents will be attached upon policy issuance

    Policy Documents

    a. U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice To Policy Holders (IL 00 17 11 98)
    b. Loss Notification Instructions

Raymond Walshe
Vice President
Phone: (213) 330-7061

1000 Wilshire, Suite 2200
Los Angeles, CA 90017
Fax: (213).330.7084

BINDER

c. Common Policy Conditions IL 00 17 11 98
d. Commercial Property Conditions

Company Mandated Endorsements

e. Asbestos Exclusion
f. Authorities Endorsement.
g. Biological or Nuclear Exclusion Endorsement
h. Bridge Wording
i. Electronic Data/Media Exclusion Endorsement
j. Exclusion of Loss Due to Virus, Bacteria or Microorganism
k. Mold Exclusion
l. Political Risk Exclusion
m. Trade or Economic Sanctions Endorsement – ALL-21101 (11/06)
n. Terrorism Exclusions (61333)
o. State Amendatory Endorsements

STARR TECH PREMIUM:	$276,500, plus applicable State or Local Surcharges, Taxes and Fees, excluding Acts of Terrorism.
STARR TECH CERTIFIED TERRORISM PREMIUM:	$11,340, plus any State or Local Surcharges, Taxes or Fees for Certified Acts of Terrorism (as defined by the Terrorism Risk Insurance Act, as amended).
STARR TECH NON-CERTIFIED TERRORISM PREMIUM:	$1,260, plus applicable State or Local Surcharges, Taxes and Fees Non-Certified Terrorism
STARR TECH BOILER AND MACHINERY JURISDICTIONAL INSPECTION FEE:	$1,015, exclusive of any commissions, taxes, fees or surcharges.
STARR TECH LOSS CONTROL ENGINEERING INSPECTION FEE:	$10,000, The Engineering Fee is exclusive of any commissions, taxes, fees or surcharges.
SECURITY:	ACE American Insurance Company (A.M. Best Rating: A+, Financial Size XV)

STARR TECHNICAL RISKS AGENCY, INC.

Raymond Walshe
Vice President
Phone: (213) 330-7061

1000 Wilshire, Suite 2200
Los Angeles, CA 90017
Fax: (213).330.7084

BINDER

NAMED INSURED: City of Idaho Falls

CANCELLATION: 30 days except 10 days for nonpayment of premium.

PRODUCER & ADDRESS*: Marsh USA Inc.
2727 Allen Parkway, Suite 1580
Houston, TX 77019
Attn: Vilma Vanegas or Mr. Brian Welch

PRODUCER FEIN #: **361436000**

COMMISSION: **10%**

The Insurance Company (Security) named above, represented by Starr Technical Risks Agency, Inc., each for itself, severally but not jointly are hereby bound by an insurance undertaking for the account of the Insured named herein, effective at the exact hour and date shown below and expiring at the exact hour and date shown below or upon issuance of the policy, whichever shall first occur and insures the property above described for the amount set opposite its name. The effective hour of commencement of this binder shall supersede any commencement hour provisions contained in the policy.

This binder contains a broad outline of coverage and does not include all the terms, conditions and exclusions of the policy (or policies) that may be issued to you. The policy (or policies) contain the full and complete agreement with regard to coverage. Please review the policy (or policies) thoroughly with your broker upon receipt and notify us promptly in writing if you have any questions. In the event of any inconsistency between the binder and the policy, the policy language shall control unless the parties agree to an amendment

DATE ISSUED: 04/29/2020 **AUTHORIZED REPRESENTATIVE**: **DocuSigned by:** Ray Wlh Ray Walshe, Vice President DD391E275663422...	Subject to the conditions above, the COMPANY hereby binds the insurance applied for, to become effective as of: 04/29/2020 This Binder Expires on: 04/29/2021

Starr Technical Risk Agency, Inc.

500 West Monroe, 30th Floor
Chicago, IL 60661
Ph: 312-651-6000
www.rtspecialty.com

20198969

CONFIRMATION OF INSURANCE

April 29, 2020

Marsh Wortham - Houston
Vilma Vanegas
P O Box 1388
Houston, TX 77251

FROM: Bryan Drazner for Mike Fitzgerald

I am pleased to confirm that your DIC All Other - Earthquake &/or Flood insurance has been bound pursuant to your request. The attached Confirmation of Insurance will serve as evidence of coverage until the insurance carrier issues the policy. This insurance document summarizes the policy referenced below and is not intended to reflect all the terms and conditions or exclusions of the referenced policy. In the event of a claim, coverage will be determined by the referenced policy, subject to all the terms, exclusions and conditions of the policy. Moreover, the information contained in this document reflects bound coverage as of the effective date of the referenced policy and does not include subsequent changes by the insurer or changes in the applicable rates for taxes or governmental fees.

NAMED INSURED:	City of Idaho Falls P.O. Box 50220 Idaho Falls, ID 83405
PRIMARY RISK ADDRESS:	GEM STATE Idaho Falls, ID 83405
COVERAGE:	DIC All Other - Earthquake &/or Flood
INSURER:	Aspen Specialty Insurance Company - Non-Admitted
POLICY NUMBER:	PX00GFR20
POLICY TERM:	4/29/2020 - 4/29/2021
POLICY PREMIUM:	$25,000.00
SURPLUS LINES TAX:	

Surplus Lines Tax	$375.00
Stamping Office Fee	$125.00
TOTAL TAXES:	$500.00

TOTAL:	$25,500.00
AGENT COMMISSION:	11%

This surplus line contract is issued pursuant to the Idaho Insurance Laws by an insurer not licensed by the Idaho Department of Insurance. There is no coverage provided for surplus line insurance by either the Idaho Insurance Guaranty Association or by the Idaho Life and Health Insurance Guaranty Association.

Timothy Turner (350698)

500 West Monroe, 30th Floor
Chicago, IL 60661
Ph: 312-651-6000
www.rtspecialty.com

20198969

SPECIAL CONDITIONS / OTHER COVERAGES:

NO FLAT CANCELLATIONS
ALL FEES ARE FULLY EARNED AT INCEPTION

For R-T Specialty to file the surplus lines taxes on your behalf, please complete the surplus lines tax document (per the applicable state requirements) and return with your request to bind. Due to state regulations, R-T Specialty requires tax documents to be completed within 24 to 48 hours of binding. Please be diligent in returning tax forms.

Authorized Representative

500 West Monroe, 30th Floor
Chicago, IL 60661
Ph: 312-651-6000
www.rtspecialty.com

20198969

HOME STATE FOR NON-ADMITTED RISKS

Taxes and governmental fees are estimates and subject to change based upon current rates of the Home State and risk information available at the date of binding. The Home State of the Insured for a non-admitted risk shall be determined in accordance with the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, etc. ("NRRA"). Some states require the producing broker to submit a written verification of the insured's Home State for our records. The applicable law of the Home State governing cancellation or non-renewal of insurance shall apply to this Policy.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurer. Coverage cannot be affected, amended, extended or altered through the issuance of certificates of insurance. Underlying Insurers must be rated A- VII or better by A.M. Best.

500 West Monroe, 30th Floor
Chicago, IL 60661
Ph: 312-651-6000
www.rtspecialty.com

20198969

PREMIUM FINANCE (If not included in the quote document)
If the insured and the insurer agree to bind coverage and the premium will be financed, we will need the following information and, upon binding, please instruct the premium finance company to send documents to our attention. Premium Finance funds should always be paid to R-T Specialty, LLC:

Name of Premium Finance Company:	
Premium Finance Account Number:	

PRODUCER COMPENSATION:
In order to place the insurance requested we may charge a reasonable fee for additional services that may include performing a risk analysis, comparing policies, processing submissions, communication expenses, inspections, working with underwriters on the coverage proposal, issuing policies or servicing the policy after issuance. Third-party inspection or other fees may be separately itemized upon request. If the insured recommends an inspection company, we will endeavor to determine if it is approved by the Insurer. To the extent the insured paid us a fee for services, we represent the insured in performing those services. Our fees are fully earned and nonrefundable, except when required by applicable law. Our fees are applied to new policies, renewal policies, endorsements and certificates. Fees applicable to each renewal, endorsement and certificate will be explained in the quotes. In the event that the premium is adjustable upwards, our fees are adjustable as well and will be collected against any additional premium. The fee charged by us does not obligate the insured to purchase the proposed insurance or the Insurer to bind the proposed insurance. Our fee is not imposed by state law or the Insurer. This fee authorization shall remain operative until terminated by written notice. Depending upon the Insurer involved with your placement, we may also receive a commission from the Insurer.

We may also have an agreement with the Insurer that we are proposing for this placement that may pay us future additional compensation. This compensation is in addition to any fees and/or commissions that we have agreed to accept for placing this insurance. This compensation could be based on formulas that consider the volume of business placed with the Insurer, the profitability of that business, how much of the business is retained for the Insurer's account each year, and potentially other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any incentive or contingent compensation is often received at a future date, including potentially after the end of the following calendar year. Because of variables in these agreements, we often have no accurate way at the time of placement to determine the amount of any additional compensation that might be attributable to any Insured's placement. The broker with the direct relationship with the Insured must comply with all applicable laws and regulations related to disclosure of compensation, including disclosure of potential incentive or contingent compensation and the criteria for receiving such compensation, and informing the Insured that it may request more information about producer or broker compensation that might be paid in connection with the Insured's placement. RSG affiliates may also earn investment income on accounts temporarily held as fiduciary funds, and compensation as a broker, underwriting manager, reinsurance intermediary, premium finance company, claims adjuster, consultant or service provider. If you need additional information about the compensation arrangements for services provided by RSG affiliates, please contact your RSG representative.

R-T Specialty, LLC (RT), a subsidiary of Ryan Specialty Group, LLC, provides wholesale brokerage and other services to agents and brokers. RT is a Delaware limited liability company based in Illinois. As a wholesale broker, RT does not solicit insurance from the public. Some products may only be available in certain states, and some products may only be available from surplus lines Insurers. In California: R-T Specialty Insurance Services, LLC License #0G97516.
© 2017 Ryan Specialty Group, LLC

500 West Monroe, 30th Floor
Chicago, IL 60661
Ph: 312-651-6000
www.rtspecialty.com

SURPLUS LINES FILING DECLINATIONS DETAIL

NAME OF INDIVIDUAL LICENSEE THAT MADE DILIGENT EFFORT TO PLACE WITH ADMITTED CARRIER:		PHYSICAL ADDRESS OF RISK:
INDIVIDUAL LICENSE NUMBER:		

NAME OF INSURED:	City of Idaho Falls
POLICY NUMBER:	PX00GFR20

Document the efforts made to place coverage with an admitted carrier by identifying three admitted carriers marketing the class of business that declined the risk. Please complete this section in its entirety.

FULL NAME AND ADDRESS OF ADMITTED CARRIER	CARRIER NAIC CODE	NAME OF REPRESENTATIVE	PHONE NUMBER	REASON FOR DECLINATION

☐ *I have made a diligent effort to place this insurance with the above admitted carriers which are authorized to transact the kind and class of insurance involved and which are writing insurance on risks of the same kind and class..*

OR

☐ *This coverage has been verified to be on the applicable state export list.*

Signature of Producer Date

Print Name

Aspen Specialty Insurance Company

April 29, 2020

Mike Fitzgerald
R T Specialty, LLC
500 West Monroe
Chicago, IL 60661

Account Name: City of Idaho Falls

Policy Number: PX00GFR20 Effective Date: 04/29/2020

Dear Mike:

This letter will confirm your instructions to bind the coverage(s) shown below.

The policy form, terms, conditions and premium for each line of business is outlined in the attached binder. The coverages will be confirmed by the policy itself.

The terms of this binder and the policy and its endorsements supersede any specific requests that you may have provided and may also subject to specific conditions as noted in the proposal itself.

Please forward the net premiums to Aspen Specialty Insurance Company in accordance with normal procedures. If you have any questions, please do not hesitate to contact me directly.

Regards,

Rick Voelker
Senior Property Underwriter
Phone: 312-239-1934
Rick.Voelker@aspen-insurance.com

Commercial Property Binder

APPLICANT INFORMATION

Account Name:	City of Idaho Falls
Mailing Address:	P.O. Box 50220 Idaho Falls, ID 83405

PROGRAM PARAMETERS

Covered Location(s):	As per statement of values on the company received on 04/16/2020 Total Insured Value $243,358,916
Policy Period:	04/29/2020 to 04/29/2021
Issuing Company:	Aspen Specialty Insurance Company, A.M. Best Rating A (Excellent) XV
Operations:	Hydro-Electric Dams
Perils:	Earthquake/Flood **Excluding** All Other Perils
Covered Property:	Real Property, Personal Property, Business Income including Extra Expense, and Dams
Limit of Liability:	$5,000,000 Part Of $20,000,000 Per Occurrence, except per Occurrence and in the Annual Aggregate as respects the perils of Flood and Earthquake (separately)
Excess Of	$30,000,000 Per Occurrence, except per Occurrence and in the Annual Aggregate as respects the perils of Flood and Earthquake (separately), which in turn is excess of underlying deductibles
Sub-Limit:	Business Interruption $5,743,999 Debris Removal $5,000,000 or greater of 25% of loss Expediting Expense $500,000 Transit $500,000 Newly Acquired Property – 90 days reporting $5,000,000 Accounts Receivable $5,000,000 Demo ICC $2,500,000 Hazardous Substances or Contamination – Named Perils $500,000 Hazardous Substances or Contamination – Accident $500,000 Asbestos & Asbestos Containing Material $250,000 Miscellaneous Unnamed Locations (real and personal property) $250,000 GEM State Dam $33,421,356 Upper Dam $20,489,229 Central Dam $20,489,229 Lower Dam $20,489,229 Old Lower Dam $3,318,536 The sublimits shown are the 100% program sublimits and are part of, and not in addition to, the limit of liability stated herein. Sublimits apply per occurrence unless stated otherwise.
Deductibles:	Earthquake – $250,000 per occurrence Flood – 3% of the total insurable values at risk per location subject to a minimum of $500,000 for Content and $500,000 for buildings per occurrence Time Element (Business Interruption/Extra Expense) – 1,080 Hours per occurrence
Total Insured Values:	$243,358,916
Valuation:	Replacement Cost, Actual Loss Sustained/Business Income
Coinsurance:	N/A

PREMIUM

Premium:	$25,000
TRIA:	REJECTED
Total Premium:	$25,000

FORMS & ENDORSEMENTS

SNID 0511	IDAHO SURPLUS LINES NOTICE
ASPPR011DEC 1017	COMMON POLICY DECLARATIONS
ASPCO098 0213	SIGNATURE PAGE
ASPPR006 0404	SCHEDULE OF APPLICABLE FORMS
ASPPR074 1010	EXCESS PHYSICAL DAMAGE SCHEDULE ENDORSEMENT
ASPPR055 0806	PROPERTY - EXCESS LIABILITY COVERAGE FORM
IL0953 0115	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
ASPCO002 0715	GENERAL SERVICE OF SUIT NOTICE
ASPCO021 0616	OFAC ENDORSEMENT
ASPCO023 1016	NBCR TERRORISM EXCLUSION
ASPPR035 0205	GENERAL PRE EXISTING DAMAGE EXCLUSION ENDORSEMENT
ASPPR044 0605	WAIVER OF SUBROGATION ENDORSEMENT
ASPPR072 0807	MINIMUM EARNED PREMIUM CLAUSE
ASPPR081 0907	SEEPAGE AND/OR POLLUTION AND /OR CONTAMINATION EXCLUSION
ASPPR086 0312	LOSS ADJUSTMENT ENDORSEMENT
ASPPR089 0907	EXCLUSION AND LIMITED ADDITIONAL COVERAGE FOR FUNGUS
ASPPR092 0517	ALL RISK PERILS EXCLUSION ENDORSEMENT
ASPPR093 0709	DROP DOWN ENDORSEMENT (EARTHQUAKE AND/OR FLOOD ONLY)
ASPPR116 0709	ALL RISK UNDERLYER WARRANTY
ASPPR138 0112	COMMON POLICY CONDITIONS
ASPPR169 0617	OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT
CP0090 0788	COMMERCIAL PROPERTY CONDITIONS
CP1270 0996	JOINT OR DISPUTED LOSS AGREEMENT
IL0935 0702	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
NMA2915 0101	ELECTRONIC DATA ENDORSEMENT
ASPPR100 0916	POLICYHOLDER'S GUIDE TO REPORTING A PROPERTY CLAIM

CONDITIONS

This Binder is subject to the following conditions. Please read them carefully.

- Surplus Lines Number and Tax Filing State must be provided at or prior to binding. If not provided an Aspen Binder will not be issued.
- All amendments, updates, and/or changes to the Statement of Values on File with us are subject to underwriting approval and pricing adjustments in line with the exposure.
- Any mandatory state forms will apply.
- Copy of primary policy required.
- It is warranted that Primary/Underlying policy shall be maintained in full force throughout the term of this coverage.
- Minimum Earned Premium of 35% will apply.
- No deterioration of Loss History prior to bind.
- Please be advised that this policy will be issued through a surplus lines insurer. In order to bind coverage, we will need the resident surplus lines license name, address and license number prior to binding (for New Jersey business, we will also need the surplus lines transaction number). The resident surplus lines producer is responsible for compliance with all applicable laws and the payment of all taxes, fees and filings. Applicable taxes and fees are not included in the quoted premium.
- Please confirm your choice to purchase or decline Terrorism coverage as outlined in the quote by returning the signed Terrorism forms.
- Premium is due within 45 days of binding.
- Subject to final layering and pricing.
- Subject to receipt and acceptance of primary terms and conditions.
- Waiver Provisions - No permission affecting this insurance shall exist or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be

held to be waived by any requirement or proceeding on our part relating to appraisal or to any examination provided for herein.

- 60 Days Notice of Cancellation except 10 days for Non-Payment
- Coverage for Flood and Earthquake Only. All Other Perils are Excluded

ASPEN

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

☐ I hereby **elect** to purchase the federal terrorism insurance coverage for the premium of $0

☐ I hereby **reject** this offer of the federal terrorism insurance coverage and elect to have a terrorism exclusion, sublimit or other limitation included in my policy. I understand that I will have no, or limited, coverage for losses arising from acts of terrorism under my policy.

_____	PX00GFR20
Applicant/Named Insured Signature	Policy Number
_____	Aspen Specialty Insurance Company
Print Name	Name of Insurer
_____	
Date	

SURPLUS LINES PRODUCER INFORMATION

INSURED INFORMATION

Name Insured	City of Idaho Falls	
Principal / Exposure State	ID	
Issuing Company	Aspen Specialty Insurance Company	
Line of Business	Property	
Policy Number	PX00GFR20	
Policy Period	Inception Date: 04/29/2020	Expiration Date: 04/29/2021

SURPLUS LINES INFORMATION

Surplus Lines Producer:			
Address: **(If different from Broker Address)**			
	City:	State:	Zip Code:
Surplus Lines License #:			
License Expiration Date:			
Surplus Lines Transaction # (NJ Only):			

500 West Monroe, 30th Floor
Chicago, IL 60661
Ph: 312-651-6000
www.rtspecialty.com

20213512

CONFIRMATION OF INSURANCE

April 29, 2020

Marsh Wortham - Houston
Vilma Vanegas
P O Box 1388
Houston, TX 77251

FROM: Bryan Drazner for Mike Fitzgerald

I am pleased to confirm that your Excess Property insurance has been bound pursuant to your request. The attached Confirmation of Insurance will serve as evidence of coverage until the insurance carrier issues the policy. This insurance document summarizes the policy referenced below and is not intended to reflect all the terms and conditions or exclusions of the referenced policy. In the event of a claim, coverage will be determined by the referenced policy, subject to all the terms, exclusions and conditions of the policy. Moreover, the information contained in this document reflects bound coverage as of the effective date of the referenced policy and does not include subsequent changes by the insurer or changes in the applicable rates for taxes or governmental fees.

NAMED INSURED:	City of Idaho Falls P.O. Box 50220 Idaho Falls, ID 83405
PRIMARY RISK ADDRESS:	GEM STATE Idaho Falls, ID 83405
COVERAGE:	Excess Property
INSURER:	Evanston Insurance Company - Non-Admitted
POLICY NUMBER:	MKLV12XP003428
POLICY TERM:	4/29/2020 - 4/29/2021
POLICY PREMIUM:	$40,000.00

SURPLUS LINES TAX:

Surplus Lines Tax	$600.00
Stamping Office Fee	$200.00
TOTAL TAXES:	$800.00

TOTAL:	$40,800.00
AGENT COMMISSION:	11%

This surplus line contract is issued pursuant to the Idaho Insurance Laws by an insurer not licensed by the Idaho Department of Insurance. There is no coverage provided for surplus line insurance by either the Idaho Insurance Guaranty Association or by the Idaho Life and Health Insurance Guaranty Association.

Timothy Turner (350698)

500 West Monroe, 30th Floor
Chicago, IL 60661
Ph: 312-651-6000
www.rtspecialty.com

20213512

SPECIAL CONDITIONS / OTHER COVERAGES:

NO FLAT CANCELLATIONS
ALL FEES ARE FULLY EARNED AT INCEPTION

For R-T Specialty to file the surplus lines taxes on your behalf, please complete the surplus lines tax document (per the applicable state requirements) and return with your request to bind. Due to state regulations, R-T Specialty requires tax documents to be completed within 24 to 48 hours of binding. Please be diligent in returning tax forms.

Authorized Representative

500 West Monroe, 30th Floor
Chicago, IL 60661
Ph: 312-651-6000
www.rtspecialty.com

20213512

HOME STATE FOR NON-ADMITTED RISKS

Taxes and governmental fees are estimates and subject to change based upon current rates of the Home State and risk information available at the date of binding. The Home State of the Insured for a non-admitted risk shall be determined in accordance with the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, etc. ("NRRA"). Some states require the producing broker to submit a written verification of the insured's Home State for our records. The applicable law of the Home State governing cancellation or non-renewal of insurance shall apply to this Policy.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurer. Coverage cannot be affected, amended, extended or altered through the issuance of certificates of insurance. Underlying Insurers must be rated A- VII or better by A.M. Best.

500 West Monroe, 30th Floor
Chicago, IL 60661
Ph: 312-651-6000
www.rtspecialty.com

20213512

PREMIUM FINANCE (If not included in the quote document)
If the insured and the insurer agree to bind coverage and the premium will be financed, we will need the following information and, upon binding, please instruct the premium finance company to send documents to our attention. Premium Finance funds should always be paid to R-T Specialty, LLC:

Name of Premium Finance Company:	
Premium Finance Account Number:	

PRODUCER COMPENSATION:
In order to place the insurance requested we may charge a reasonable fee for additional services that may include performing a risk analysis, comparing policies, processing submissions, communication expenses, inspections, working with underwriters on the coverage proposal, issuing policies or servicing the policy after issuance. Third-party inspection or other fees may be separately itemized upon request. If the insured recommends an inspection company, we will endeavor to determine if it is approved by the Insurer. To the extent the insured paid us a fee for services, we represent the insured in performing those services. Our fees are fully earned and nonrefundable, except when required by applicable law. Our fees are applied to new policies, renewal policies, endorsements and certificates. Fees applicable to each renewal, endorsement and certificate will be explained in the quotes. In the event that the premium is adjustable upwards, our fees are adjustable as well and will be collected against any additional premium. The fee charged by us does not obligate the insured to purchase the proposed insurance or the Insurer to bind the proposed insurance. Our fee is not imposed by state law or the Insurer. This fee authorization shall remain operative until terminated by written notice. Depending upon the Insurer involved with your placement, we may also receive a commission from the Insurer.

We may also have an agreement with the Insurer that we are proposing for this placement that may pay us future additional compensation. This compensation is in addition to any fees and/or commissions that we have agreed to accept for placing this insurance. This compensation could be based on formulas that consider the volume of business placed with the Insurer, the profitability of that business, how much of the business is retained for the Insurer's account each year, and potentially other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any incentive or contingent compensation is often received at a future date, including potentially after the end of the following calendar year. Because of variables in these agreements, we often have no accurate way at the time of placement to determine the amount of any additional compensation that might be attributable to any Insured's placement. The broker with the direct relationship with the Insured must comply with all applicable laws and regulations related to disclosure of compensation, including disclosure of potential incentive or contingent compensation and the criteria for receiving such compensation, and informing the Insured that it may request more information about producer or broker compensation that might be paid in connection with the Insured's placement. RSG affiliates may also earn investment income on accounts temporarily held as fiduciary funds, and compensation as a broker, underwriting manager, reinsurance intermediary, premium finance company, claims adjuster, consultant or service provider. If you need additional information about the compensation arrangements for services provided by RSG affiliates, please contact your RSG representative.

R-T Specialty, LLC (RT), a subsidiary of Ryan Specialty Group, LLC, provides wholesale brokerage and other services to agents and brokers. RT is a Delaware limited liability company based in Illinois. As a wholesale broker, RT does not solicit insurance from the public. Some products may only be available in certain states, and some products may only be available from surplus lines Insurers. In California: R-T Specialty Insurance Services, LLC License #0G97516.
© 2017 Ryan Specialty Group, LLC

500 West Monroe, 30th Floor
Chicago, IL 60661
Ph: 312-651-6000
www.rtspecialty.com

SURPLUS LINES FILING DECLINATIONS DETAIL

NAME OF INDIVIDUAL LICENSEE THAT MADE DILIGENT EFFORT TO PLACE WITH ADMITTED CARRIER:		PHYSICAL ADDRESS OF RISK:
INDIVIDUAL LICENSE NUMBER:		

NAME OF INSURED:	City of Idaho Falls
POLICY NUMBER:	MKLV12XP003428

Document the efforts made to place coverage with an admitted carrier by identifying three admitted carriers marketing the class of business that declined the risk. Please complete this section in its entirety.

FULL NAME AND ADDRESS OF ADMITTED CARRIER	CARRIER NAIC CODE	NAME OF REPRESENTATIVE	PHONE NUMBER	REASON FOR DECLINATION

☐ *I have made a diligent effort to place this insurance with the above admitted carriers which are authorized to transact the kind and class of insurance involved and which are writing insurance on risks of the same kind and class..*

OR

☐ *This coverage has been verified to be on the applicable state export list.*

Signature of Producer Date

Print Name

MARKEL

TO:	FROM:
Michael Fitzgerald RT Specialty LLC 500 West Monroe Street 30th Floor Chicago, IL 60661	Elizabeth Lubbers Evanston Insurance Company 222 South Riverside Plaza, Suite 2250 Chicago, IL 60606
FAX: (312) 674-4888 **PHONE:** (312) 651-6000	**FAX:** **PHONE:**
DATE: April 29, 2020	**TOTAL NO. OF PAGES INCLUDING COVER:** 3

COVERAGE BINDER FOR: City of Idaho Falls

Carrier: Evanston Insurance Company

Policy Number: MKLV12XP003428

Underwriter: Elizabeth Lubbers

Policy Period: April 29, 2020 to April 29, 2021 (12:01 AM Standard Time)

Total Insured Value: $243,358,916

Valuation: Per Underlying Policy

Deductible(s): Underlying Limits of Liability Plus Primary Deductibles

Covered Property: Building, BI with Extra Expense as per schedule of values on file with this company.

Perils Insured: Risks of Direct Physical Loss or Damage Resulting from the Perils of Flood and Earthquake only

Policy Form: Broker Manuscript Form Subject to Review and Acceptance of Final Form

Limit of Liability: $10,000,000 part of $20,000,000 excess of $30,000,000 per Occurrence and in the Annual Aggregate+ Underlying Deductible(s)

Total Premium: $40,000 ($80,000 Layer Premium)

Minimum Earned Premium: 35%

Conditions

1. 60 day notice of cancellation unless subject to compliance with State requirement. 10 day notice of cancellation for non-payment of premium.

2. Excludes all foreign locations and exposures.

3. Coverage may not be bound without confirmation in writing from Evanston Insurance Company.

4. Unless otherwise agreed upon, it is warranted that this binder (binder) is subject to no other participation from any other writing company within the Markel group. This includes but is not limited to Essex Insurance Company, Evanston Insurance Company, Alterra America Insurance Company, and Markel Bermuda Limited.

5. Premium Adjustment: Submit for prior approval

6. No new business or increased coverage on in-force business shall be bound on properties within 100 miles of tidal waters when a tropical

storm or hurricane is within the boundaries West of 70 degrees West Longitude and North of 15 degrees North Latitude.

7. This binder may differ from the terms and conditions presented in the submission.

8. This binder is subject to disclosure of any claims or occurrences which may affect this policy which the applicant shall become aware of subsequent to the application date and prior to the inception date of coverage for this binder.

9. This binder is conditional upon favorable financials, inspection report(s) and compliance with recommendations, if requested.

10. This binder is subject to review and acceptance of the Primary/Underlying policy form.

11. A copy of the issued Primary/Underlying Policy must be received prior to issuing our policy.

12. Please be advised that you are expected to comply with all state law requirements and your office is responsible for making State Surplus Lines Filings and remitting the applicable Surplus Lines taxes.

13. Please read this binder and the attached forms list carefully. This binder contains new forms and endorsements. If you would like a copy of these forms they can be obtained at markelonline.com/forms & applications. If you need a password or assistance with this site, please contact Wholesale Marketing.

COMMENTS

Please note this binder is subject to completion and satisfactory review of all the Special Conditions noted above.

Further, the terms and conditions outlined in this binder are based on the applicable underwriting information received as of the date of the application. Evanston Insurance Company maintains the right to adjust the terms and conditions, in the event conflicting information is received subsequent to this date.

Elizabeth Lubbers

Evanston Insurance Company

Markel Corporation

222 South Riverside Plaza, Suite 2250 Chicago IL 60606

Direct:

www.markelcorp.com

Policy Forms

Form Number	Form Name
MJIL 1000 08 10	Policy Jacket
MPCP 2001 11 14	Commercial Property Forms Revision Notice to Policyholders
MPIL 1007 03 14	Privacy Notice
MPIL 1074 07 14	Notice To Policyholders Claim Reporting
MPIL 1083 04 15	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
MDIL 1001 08 11	Forms Schedule
MEIL 1200 10 16	Service Of Suit
MEIL 1211 06 10	Minimum Earned Premium Amendment Endorsement
MEIL 1237 09 14	Notice Of Cancellation
MDCP 1015 06 17	Property Declarations
MECP 1213 02 15	Occurrence Limit of Liability - Excess
MECP 1215 09 14	Additional Property Exclusions And Conditions
MECP 1275 09 14	Named Perils
MECP 1304 05 16	Exclusion Of Certified Acts Of Terrorism
MECP 1308 09 14	Exclusion - Virus, Harmful Code Or Similar Instruction
MECP 1315 09 14	Exclusion - Asbestos
MECP 1316 09 14	Exclusion - Equipment Breakdown
MECP 1317 09 14	Exclusion - Biological, Radiological Or Chemical Materials
MECP 1322 09 14	Exclusion - Pollution
MECP 1326 09 14	Exclusion- Organic Pathogens
BROKER FORM	Broker Manuscript Form

500 West Monroe, 30th Floor
Chicago, IL 60661
Ph: 312-651-6000
www.rtspecialty.com

20216120

CONFIRMATION OF INSURANCE

April 29, 2020

Marsh Wortham - Houston
Vilma Vanegas
P O Box 1388
Houston, TX 77251

FROM: Bryan Drazner for Mike Fitzgerald

I am pleased to confirm that your Commercial Property insurance has been bound pursuant to your request. The attached Confirmation of Insurance will serve as evidence of coverage until the insurance carrier issues the policy. This insurance document summarizes the policy referenced below and is not intended to reflect all the terms and conditions or exclusions of the referenced policy. In the event of a claim, coverage will be determined by the referenced policy, subject to all the terms, exclusions and conditions of the policy. Moreover, the information contained in this document reflects bound coverage as of the effective date of the referenced policy and does not include subsequent changes by the insurer or changes in the applicable rates for taxes or governmental fees.

NAMED INSURED:	City of Idaho Falls P.O. Box 50220 Idaho Falls, ID 83405
PRIMARY RISK ADDRESS:	GEM STATE Idaho Falls, ID 83405
COVERAGE:	Commercial Property
INSURER:	Landmark American Insurance Company - Non-Admitted
POLICY NUMBER:	LHD912787
POLICY TERM:	4/29/2020 - 4/29/2021
POLICY PREMIUM:	$25,000.00

SURPLUS LINES TAX:

Surplus Lines Tax	$375.00
Stamping Office Fee	$125.00
TOTAL TAXES:	$500.00

TOTAL:	$25,500.00
AGENT COMMISSION:	11%

This surplus line contract is issued pursuant to the Idaho Insurance Laws by an insurer not licensed by the Idaho Department of Insurance. There is no coverage provided for surplus line insurance by either the Idaho Insurance Guaranty Association or by the Idaho Life and Health Insurance Guaranty Association.

Timothy Turner (350698)

500 West Monroe, 30th Floor
Chicago, IL 60661
Ph: 312-651-6000
www.rtspecialty.com

20216120

SPECIAL CONDITIONS / OTHER COVERAGES:

NO FLAT CANCELLATIONS
ALL FEES ARE FULLY EARNED AT INCEPTION

For R-T Specialty to file the surplus lines taxes on your behalf, please complete the surplus lines tax document (per the applicable state requirements) and return with your request to bind. Due to state regulations, R-T Specialty requires tax documents to be completed within 24 to 48 hours of binding. Please be diligent in returning tax forms.

Authorized Representative

500 West Monroe, 30th Floor
Chicago, IL 60661
Ph: 312-651-6000
www.rtspecialty.com

20216120

HOME STATE FOR NON-ADMITTED RISKS

Taxes and governmental fees are estimates and subject to change based upon current rates of the Home State and risk information available at the date of binding. The Home State of the Insured for a non-admitted risk shall be determined in accordance with the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, etc. ("NRRA"). Some states require the producing broker to submit a written verification of the insured's Home State for our records. The applicable law of the Home State governing cancellation or non-renewal of insurance shall apply to this Policy.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurer. Coverage cannot be affected, amended, extended or altered through the issuance of certificates of insurance. Underlying Insurers must be rated A- VII or better by A.M. Best.

500 West Monroe, 30th Floor
Chicago, IL 60661
Ph: 312-651-6000
www.rtspecialty.com

20216120

PREMIUM FINANCE (If not included in the quote document)
If the insured and the insurer agree to bind coverage and the premium will be financed, we will need the following information and, upon binding, please instruct the premium finance company to send documents to our attention. Premium Finance funds should always be paid to R-T Specialty, LLC:

Name of Premium Finance Company:	
Premium Finance Account Number:	

PRODUCER COMPENSATION:
In order to place the insurance requested we may charge a reasonable fee for additional services that may include performing a risk analysis, comparing policies, processing submissions, communication expenses, inspections, working with underwriters on the coverage proposal, issuing policies or servicing the policy after issuance. Third-party inspection or other fees may be separately itemized upon request. If the insured recommends an inspection company, we will endeavor to determine if it is approved by the Insurer. To the extent the insured paid us a fee for services, we represent the insured in performing those services. Our fees are fully earned and nonrefundable, except when required by applicable law. Our fees are applied to new policies, renewal policies, endorsements and certificates. Fees applicable to each renewal, endorsement and certificate will be explained in the quotes. In the event that the premium is adjustable upwards, our fees are adjustable as well and will be collected against any additional premium. The fee charged by us does not obligate the insured to purchase the proposed insurance or the Insurer to bind the proposed insurance. Our fee is not imposed by state law or the Insurer. This fee authorization shall remain operative until terminated by written notice. Depending upon the Insurer involved with your placement, we may also receive a commission from the Insurer.

We may also have an agreement with the Insurer that we are proposing for this placement that may pay us future additional compensation. This compensation is in addition to any fees and/or commissions that we have agreed to accept for placing this insurance. This compensation could be based on formulas that consider the volume of business placed with the Insurer, the profitability of that business, how much of the business is retained for the Insurer's account each year, and potentially other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any incentive or contingent compensation is often received at a future date, including potentially after the end of the following calendar year. Because of variables in these agreements, we often have no accurate way at the time of placement to determine the amount of any additional compensation that might be attributable to any Insured's placement. The broker with the direct relationship with the Insured must comply with all applicable laws and regulations related to disclosure of compensation, including disclosure of potential incentive or contingent compensation and the criteria for receiving such compensation, and informing the Insured that it may request more information about producer or broker compensation that might be paid in connection with the Insured's placement. RSG affiliates may also earn investment income on accounts temporarily held as fiduciary funds, and compensation as a broker, underwriting manager, reinsurance intermediary, premium finance company, claims adjuster, consultant or service provider. If you need additional information about the compensation arrangements for services provided by RSG affiliates, please contact your RSG representative.

R-T Specialty, LLC (RT), a subsidiary of Ryan Specialty Group, LLC, provides wholesale brokerage and other services to agents and brokers. RT is a Delaware limited liability company based in Illinois. As a wholesale broker, RT does not solicit insurance from the public. Some products may only be available in certain states, and some products may only be available from surplus lines Insurers. In California: R-T Specialty Insurance Services, LLC License #0G97516.
© 2017 Ryan Specialty Group, LLC

500 West Monroe, 30th Floor
Chicago, IL 60661
Ph: 312-651-6000
www.rtspecialty.com

SURPLUS LINES FILING DECLINATIONS DETAIL

NAME OF INDIVIDUAL LICENSEE THAT MADE DILIGENT EFFORT TO PLACE WITH ADMITTED CARRIER:		PHYSICAL ADDRESS OF RISK:
INDIVIDUAL LICENSE NUMBER:		

NAME OF INSURED:	City of Idaho Falls
POLICY NUMBER:	LHD912787

Document the efforts made to place coverage with an admitted carrier by identifying three admitted carriers marketing the class of business that declined the risk. Please complete this section in its entirety.

FULL NAME AND ADDRESS OF ADMITTED CARRIER	CARRIER NAIC CODE	NAME OF REPRESENTATIVE	PHONE NUMBER	REASON FOR DECLINATION

☐ *I have made a diligent effort to place this insurance with the above admitted carriers which are authorized to transact the kind and class of insurance involved and which are writing insurance on risks of the same kind and class..*

OR

☐ *This coverage has been verified to be on the applicable state export list.*

Signature of Producer Date

Print Name

RSUI Group, Inc.
945 East Paces Ferry Road
Suite 1800
Atlanta, GA 30326-1160
(404) 231-2366

April 29, 2020

R-T Specialty
500 W. Monroe
30th Floor
Chicago, IL 60661

ATTENTION: MIKE FITZGERALD

RE: Property Binder

Policy Number:	~~**LHD912787**~~
Renewal of:	LHQ424418
Company:	Landmark American Insurance Company (A.M. Best rating: A+ XIV and S&P rating: A+)
Coverage:	Property
Insured:	**City of Idaho Falls / Idaho Falls ID** **Idaho Falls, ID**
Policy Dates:	April 29, 2020 - April 29, 2021
Property Limits:	$5,000,000 P/O: $20,000,000 per occurrence & annual aggregate applying separately to Flood and Earthquake, subject to conditions of the Scheduled Limit of Liability form
In Excess Of:	$30,000,000 per occurrence & annual aggregate applying separately to Flood and Earthquake
Valuation:	Follow Primary
Total Insured Value:	$243,358,916 per Statement of Values on file with Company submitted 04/23/2020
Coverages:	∑ Building ∑ Personal Property ∑ Business Income with Extra Expense including "Rental Value" ∑ Hydroelectric Dams
Perils:	Flood & Earthquake ∑ Including Earthquake Sprinkler Leakage (Included in Earthquake Limit) ∑ Excluding Terrorism
Form:	RSUI Excess Physical Damage Form Until Manuscript Form Received and Approved
Underlying Deductible:	This excess policy will require the primary to have at minimum the following: **Flood** - 3.00% of Total Insured Values, subject to a minimum of $500,000 per occurrence(Property Damage & Time Element)

Earthquake - $250,000 Per Occurrence (Combined Property Damage & Time Element) Including Earthquake Sprinkler Leakage

Remarks:

The final manuscript excess form cannot include waiver of conditions, policy definitions, policy authors, or other similarly worded clause which prevent the forms disclosed on this quote from part of the final issued policy.

In addition to underlying limits, this coverage attaches excess of primary deductibles.

THE PREMIUM AMOUNT DOES NOT INCLUDE SURPLUS LINES TAX. YOUR OFFICE IS RESPONSIBLE FOR THE COLLECTION AND FILINGS.

Policy Attachments

- Appraisal Clause Amendment
- Asbestos Exclusion
- Cyber, Electronic Data and Systems Exclusion
- Exclusion - Marijuana
- Exclusion And Limited Additional Coverage For Fungus
- Exclusion of Pathogenic or Poisonous Biological or Chemical Materials
- Exclusion of Terrorism
- Scheduled Limit Of Liability
- State Fraud Statement

Premium Amount

Premium:	**$25,000.00**
Gross Premium:	**$25,000.00**
Minimum Earned Premium:	**25.00%**

Comments:
$100,000 gross annual layer premium

Coverage has been "rejected" by the insured for all acts of terrorism including but not limited to those that are certified by the Secretary of the Treasury under the Terrorism Risk Insurance Act.

Please read all terms and conditions shown above carefully as they may not conform to specifications shown on your submission.

Any non-concurrence of terms (defined as premium differences, different exclusionary language, different deductibles, or different limits/sublimits) with co-participants on this layer is subject to the approval of RSUI.

Coverage bound herewith shall be subject to all terms and conditions of the policy to be issued which, when delivered, replaces this binder.

Please consider this your invoice for accounting purposes. Payment is due 45 days from the end of the month in which the policy is effective. Remit payment to RSUI Group Inc., P.O. Box 932995, Atlanta, GA 31193-2995.

This Binder is valid for 90 days from the effective date.

We greatly appreciate your business.

Josh Gibbs

IDAHO FALLS

MEMORANDUM

FROM: Chris H Fredericksen, Public Works Director

DATE: Thursday, April 30, 2020

RE: Memorandum of Understanding with Falls Water Company

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

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

Approval of a Memorandum of Understanding and authorization for Mayor and City Clerk to sign the document.

Description, Background Information & Purpose

Public Works presented at the November 25th, 2019 Work Session regarding a proposed water line purchase agreement and Memorandum of Understanding with Falls Water Company. These items were discussed as potentials to address immediate water service needs for the Costco development and to address future water service northeast of City. The Falls Water Company has sought and gained approval of the proposed water service areas from the Idaho Public Utility Commission. Therefore, attached for your consideration is a Memorandum of Understanding which delineates future water service boundaries for Falls Water Company and the City of Idaho Falls. The proposed boundaries will allow both entities to implement better planning to serve future water users in the area northeast of the City.

Relevant PBB Results & Department Strategic Plan

☐ ☐ ☒ ☐ ☐ ☒ ☐ ☐

This Memorandum of Understanding supports the community-oriented results of reliable public infrastructure and well-planned growth and development by delineating future water service areas northeast of the City.

Interdepartmental Coordination

Coordination has taken place between Community Development Services and Public Works.

Fiscal Impact

There is no direct fiscal impact associated with this Memorandum of Understanding.

Legal Review

The Memorandum of Understanding was prepared by the City Attorney.

MEMORANDUM OF UNDERSTANDING BETWEEN FALLS WATER COMPANY AND THE CITY OF IDAHO FALLS

I. PURPOSE:

The purpose of this Memorandum of Understanding ("MOU") between Falls Water Company, a subsidiary of Northwest Natural Water, LLC, an Oregon Limited Liability Company ("FALLS WATER") and City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho ("CITY"), is to address potential future boundary considerations for water service area as it affects FALLS WATER and CITY.

II. STATEMENT OF MUTUAL INTERESTS AND BENEFITS:

FALLS WATER provides water service to customers both inside and outside of CITY's Current Area of CITY Impact. CITY provides water service to customers inside of CITY's current Area of CITY Impact. Currently there are areas where FALLS WATER's service area and the CITY's service overlap, due to CITY annexation.

It is in the mutual interest of FALLS WATER and CITY to voluntarily, conceptually, and tentatively outline likely boundaries between FALLS WATER and CITY, in order to promote responsible planning, engineering and development, to avoid unnecessary duplication of infrastructure installation, and to assist developers in understanding and taking into consideration areas which are anticipated to be served by FALLS WATER and the areas which are anticipated to be served by CITY.

III. FALLS WATER SERVICE AREA:

FALLS WATER currently plans to provide water service in locations labeled as "Current Service Area," "To Be Added to Service Area," and "Future Service Area within anticipated City Limits", as illustrated on Exhibit "A," the "Water Service Area Boundary Map." This planned FALLS WATER service area is also described in Exhibit "B," the "Planned Falls Water Company Service Area Expansion Boundary Description", dated July 1, 2019.

IV. CITY SERVICE AREA:

CITY currently plans to provide water service in the "Idaho Falls Future Service Area" as illustrated on Exhibit "A," the CITY/FALLS WATER "Water Service Area Map," which is also described in Exhibit "B," the "Anticipated City of Idaho Falls Service Area Expansion Boundary Description", dated July 1, 2019.

V. MUTUAL COVENANTS:

1. PARTICIPATION IN SIMILAR ACTIVITIES: This MOU in no way restricts FALLS WATER or CITY from asserting and executing their respective legal and contractual duties, rights, and responsibilities; any future decisions by elected officials; or participation in similar agreements with other public or private agencies, organizations, and individuals. Further, this MOU in no way restricts FALLS WATER or CITY from mutually communicating with each other regarding service in areas which, in the future, each determines will be better served by alternative agreement or method.

2. COMMENCEMENT/EXPIRATION/TERMINATION: This MOU, pending prior approval of the Idaho Public Utility Commission and City of Idaho Falls City Council, will take effect upon the signature of FALLS WATER and CITY and shall remain in effect for a period of five (5) years from the date of last signature. This MOU shall be automatically extended for succeeding periods of five (5) years each unless otherwise terminated by either party as set out in this Section 2 in this MOU. Either FALLS WATER or CITY may terminate this MOU with a 30-day prior written notice to the other. Both parties may agree to amend the service area boundaries identified in this MOU once future development extends outside of the service areas contained in this MOU and into properties within E 49th North, N 25th East, and US Hwy 20.

3. RESPONSIBILITIES OF THE PARTIES:

   i FALLS WATER and CITY plan to each utilize their own resources and authority, including the expenditure of their own respective funds, in pursuing the mutual objectives of this MOU. Each party will carry out its separate activities but will make good faith efforts to coordinate in a mutually beneficial manner, where practicable and as allowed or controlled by law or regulations.

   ii As part of its good faith effort to coordinate growth issues with CITY, FALLS WATER agrees to petition the Idaho Public Utility Commission to remove the portion of FALLS WATER's service area identified as "To Be Removed from Service Area", as shown on Exhibit "A".

4. EFFECT ON EXISTING SERVICES: This MOU shall not affect the existing services of FALLS WATER and CITY or pending applications for water service, with the exception of the "To Be Removed from Service Area" property depicted on the FALLS WATER/CITY "Water Service Area Boundary Map", which is attached as Exhibit "A". This property described in Exhibit "A" is currently served by FALLS WATER, but is to be served by CITY upon CITY purchase of the waterline from FALLS WATER and associated uses to service said property.

5. SCOPE OF AGREEMENT: This MOU shall affect, to the extent allowed by the Idaho Code, as interpreted, the "To Be Added to Service Area," "To Be Removed from Service Area," and "Future Service Area within anticipated City Limits" as shown on Exhibit "A", and is not intended to require permission of the other party in order for a party to expand outside of their respective current service areas.

VI. SIGNATURES

ATTEST

BY:_____
Kathy Hampton
City Clerk

CITY OF IDAHO FALLS

BY: _____
Rebecca L. Noah Casper
Mayor

FALLS WATER COMPANY

BY: _____
Representative of Falls Water Company

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____day of _____, 2019, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper known to me to be the mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that 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 for Idaho
Residing at Idaho Falls
My Commission Expires:_____

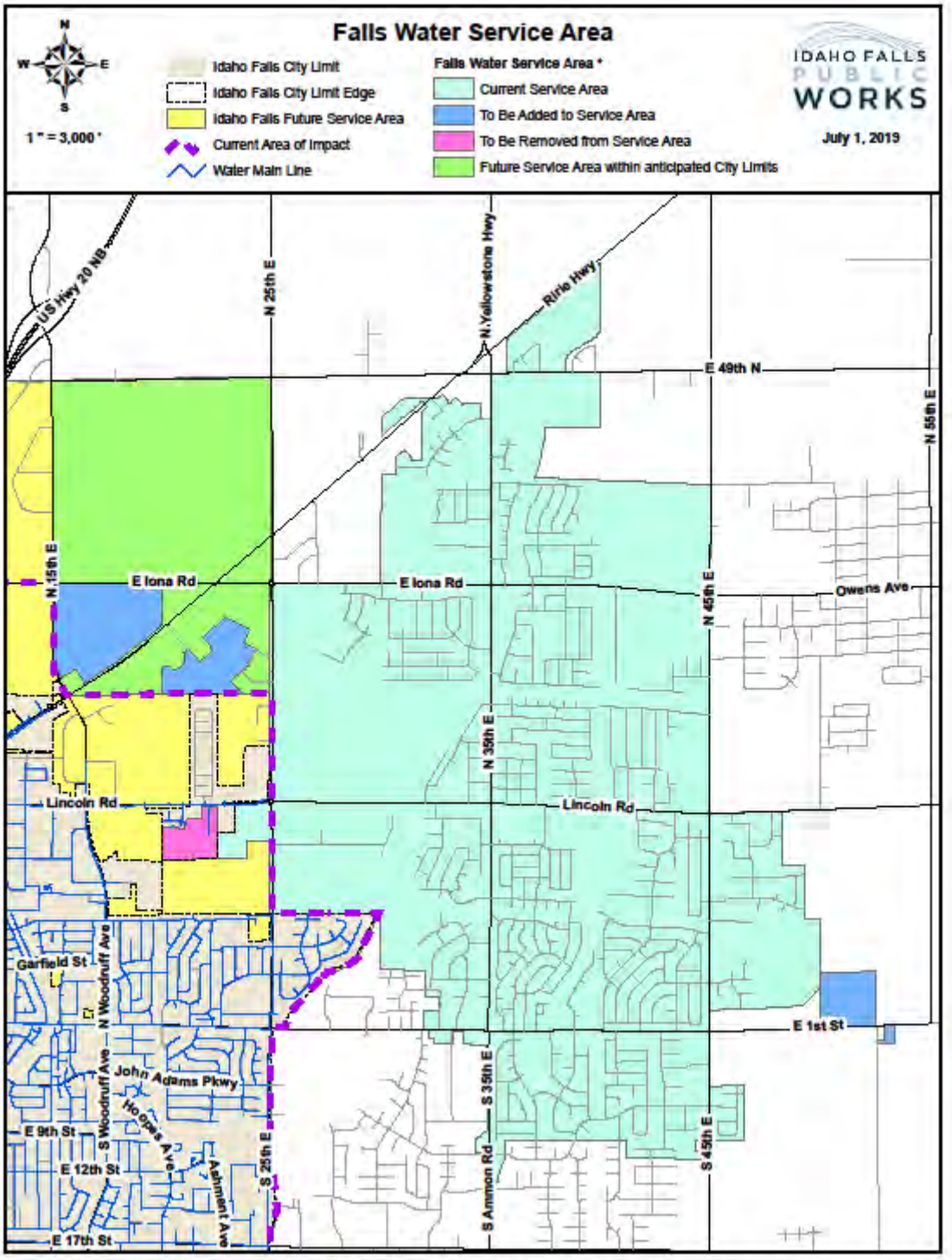
STATE OF _____)
) ss.
County of _____)

On this _____day of _____, 2019, before me, the undersigned, a notary public for Idaho, personally appeared _____ known to me to be the _____ of Falls Water Company, a subsidiary of Northwest Natural Water, LLC, an Oregon Limited Liability Company, the company that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said company.

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

_____
Notary Public for _____
Residing at _____
My Commission Expires:_____

Exhibit "A"



* Falls Water Service area was derived from an image provided from Falls Water on January 14, 2019 and the areas shown in this map should be considered approximate.

Exhibit "B"

Proposed Falls Water Company Service Area Expansion Boundary Description

(July 1, 2019)

All of Section 4, the northeast quarter of Section 9, the northwest quarter of Section 9 (less the portion lying west of North 15th East), the northeast quarter of Section 16 (only that portion that comprises Staffwood Subdivision Division No. 1 of Bonneville County, Idaho and the unplatted property RP02N38E160005 at the southwest corner of the intersection of North 25th East and Lincoln Road), Township 2 North, Range 38 East, Base & Meridian.

Anticipated City of Idaho Falls Service Area Expansion Boundary Description

(July 1, 2019)

All of Section 8, the northwest corner of Section 9 (only the portion lying west of North 15th East), the southwest quarter of Section 9, the southeast corner of section 9, the northwest quarter of Section 16, and the northeast quarter of Section 16 (less the portion that comprises Staffwood Subdivision Division No. 1 of Bonneville County, Idaho and the unplatted property RP03N38E160005 at the southwest corner of the intersection of North 25th East and Lincoln Road), Township 2 North, Range 38 East, Base & Meridian.

IDAHO FALLS

MEMORANDUM

FROM: Chris H Fredericksen, Public Works Director

DATE: Monday, May 4, 2020

RE: Ordinance Revision Amending Section 5-9-8 Regulating Structures Over the Snake River

Council Action Desired

☒ Ordinance ☐ Resolution ☐ Public Hearing

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

Approve the Ordinance amending City Code regulations regarding City structures over the Snake River and canals within City limits 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).

Description, Background Information & Purpose

It is proposed that City Code Section 5-9-8, prohibiting people from jumping off or dropping objects from the listed City facilities over the Snake River, be made more comprehensive, more clear, and to include canals. The Ordinance, if adopted, will automatically apply to any City facility added by annexation or construction.

Relevant PBB Results & Department Strategic Plan

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

Supports the safe, secure and access to a variety of life-long learning opportunities community-oriented results by maintaining regulations and practices that provide the regulatory framework for supporting a high quality community and plans, develops and maintains the community that promotes an active lifestyle through preservation of natural resources, open space and amenities.

Interdepartmental Coordination

Interdepartmental coordination will be Police, Legal, and Public Works departments

Fiscal Impact

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

Legal Review

Legal Department drafted this Ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING SECTION 5-9-8 OF THE CITY CODE TO PROHIBIT JUMPING, DIVING, OR DROPPING THINGS INTO THE SNAKE RIVER OR A CANAL WITHOUT APPROVAL; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the presence of the Snake River within the City has been a great asset from a cultural, economic, and aesthetic perspective; and

WHEREAS, the beauty of the Snake River and the river walk next to it continue to draw and benefit thousands every year; and

WHEREAS, the Council desires to promote the multiple and varied uses of the Snake River by the public, while preserving its beauty and function; and

WHEREAS, the falls, including the concrete diversion constructed to direct water to turbines that create electricity for the City's inhabitants, also provide a signature visual experience for all those who see it; and

WHEREAS, the City's electric generating turbines on the Snake River help provide some of the lowest cost electric in the West in an environmentally clean and unobtrusive manner; and

WHEREAS, western pioneer settlers created an innovative irrigation water system that converted the Upper Snake River Valley from sage brush and scrub to a world-class producer of agricultural products; and

WHEREAS, the canals that are part of the irrigation system are numerous within City limits; and

WHEREAS, there are a variety of public structures within the City that are in, on, over, cross, or are contiguous with the Snake River and canals, such as dams, culverts, paths, roads and bridges, water and sanitary sewer pipes, and wires; and

WHEREAS, the health, safety, and welfare of the community are of vital importance, such structures need to be protected from uses by the public at large other than those planned or specifically authorized or permitted; and

WHEREAS, the prohibition from the public uses described in the Ordinance also will help preserve the quality of water and the surfaces and beds of the Snake River and canals within the City limits; and

WHEREAS, the amendment to Section 5-9-8 of the City Code applies to current structures, as

well as structures installed or added by annexation to the City after the effective date of this Ordinance.

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

SECTION 1. Title 5, Chapter 9, Section 8, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

5-9-8 JUMPING FROM STRUCTURES OVER SNAKE RIVER.

~~It shall be unlawful for any person to jump, dive or drop from any part of the following structures which cross over the Snake River: the John's Hole Bridge; the Broadway Street Bridge; the Pancheri Drive Bridge; the railroad bridges located south of the Broadway Street Bridge; the pedestrian bridge located immediately south of the Broadway Street Bridge; the sanitary sewer line that crosses the Snake River near Short Street and the sanitary sewer line that crosses the Snake River near the City waste water treatment plant.~~ It shall be unlawful for any person to jump or dive from or drop or deposit an object or materials from any structure which is in, on, over, or contiguous with the Snake River or a canal within City limits, unless the structure is specifically designed to allow or aid entry or access to the Snake River or canal, such as a boat dock, fishing, or diving platform, or the activity is specifically authorized by the City.

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.

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, AMENDING SECTION 5-9-8 OF THE CITY CODE TO PROHIBIT JUMPING, DIVING, OR DROPPING THINGS INTO THE SNAKE RIVER OR A CANAL WITHOUT APPROVAL; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

(SEAL) _____
KATHY HAMPTON, CITY CLERK

IDAHO FALLS

MEMORANDUM

FROM: Chris H Fredericksen, Public Works Director

DATE: Thursday, May 7, 2020

RE: Approval of the State/Local Agreement with Idaho Transportation Department for the Lindsay Boulevard Curves Superelevation project

Council Action Desired

☐ Ordinance ☒ Resolution ☐ Public Hearing

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

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

Description, Background Information & Purpose

Attached for your consideration is a State/Local Construction Agreement and Resolution with the Idaho Transportation Department (ITD) for the Lindsay Boulevard Curves Superelevation project.

Relevant PBB Results & Department Strategic Plan

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This agreement supports the community-oriented results of safe and secure community and reliable public infrastructure and transportation by improving superelevation and curve radii at two closely spaced curves on Lindsay Boulevard.

Interdepartmental Coordination

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

Fiscal Impact

The total estimated cost of the project is $446,185.00. This agreement requires city financial contribution toward the project with a match rate of 7.34% for an estimated total of $34,218.00. The city match will be in the form of in-kind project development, construction management, and inspection services.

Legal Review

The Agreement has been reviewed by the City Attorney.

2-37-12-2-STR 2015-17-32
2020-38

STATE/LOCAL AGREEMENT
(CONSTRUCTION)
PROJECT NO. A20(473)
LINDSAY BLVD CURVES SUPERELEVATION
BONNEVILLE COUNTY
KEY NO. 20473

PARTIES

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

PURPOSE

The Sponsor has requested federal participation in the costs of constructing a project to improve superelevation and curve radii at two closely spaced curves on Lindsay Blvd, which has been designated as Project No. A020(473). This Agreement sets out the responsibilities of the parties in the construction and maintenance of the project.

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

The Parties agree as follows:

SECTION I. GENERAL

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

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

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

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

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

6. This State/Local Agreement (Construction) upon its execution by both Parties, supplements the State/Local Agreement (Project Development) by and between the same parties, dated June 11, 2018.

7. The Sponsor has obtained approval to perform in-kind work on this project as shown on the Request for Approval of In-kind Work by Local Sponsor on Federal-aid Projects, attached to the Project Development agreement referenced in Paragraph 6 above.

8. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs.

2. Advertise, open bids, prepare a contract estimate of cost based on the successful low bid and notify the Sponsor thereof.

3. Award a contract for construction of the project, based on the successful low bid, if it does not exceed the State's estimate of cost of construction by more than ten (10) percent. If the low bid exceeds the estimate by more than 10%, the bid will be evaluated, and if justified, the contract will be awarded and the Sponsor will be notified.

4. Obtain concurrence of the Sponsor before awarding the contract if the Sponsor's share of the low bid amount exceeds the amount set forth in Section III, Paragraph 1 by more than ten (10) percent.

5. Provide to the Sponsor sufficient copies of the Contract Proposal, Notice to Contractors, and approved construction plans.

6. Designate a resident engineer as the State deems necessary to supervise and oversee the overall progress and construction of the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will review and approve all monthly and final contract estimates and change orders.

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

8. Authorize the Sponsor to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. Prior approval of the State will be obtained if it is necessary to deviate from the plans and specifications during the life of the construction contract.

9. Authorize the Sponsor to provide construction inspection, sampling and testing (IS&T) services on the project. Requirements for IS&T Services are detailed in Exhibit B to this Agreement.

10. Within sixty (60) days of receipt of invoices from the Sponsor for the Sponsor's contract administration and inspection costs, review and credit the federal participating amount towards the sponsors match.

11. Upon receipt of contract estimates of construction costs from the Sponsor, process and make payment to the general contractor.

12. Review the materials certification documentation, make appropriate determination of participation, and prepare the materials certification in accordance with the State's Quality Assurance Manual.

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

14. Conduct a final cost accounting of the project, which will reconcile eligibility for federal reimbursement with the costs recorded in the project program. The district records inspector will submit a report of expenditures, and a report of completion that will include materials certification, a final invoice, detail of final estimate, change order summary, and any contractor claims.

    The final cost accounting will determine if overpayments must be recovered from the Sponsor, or if final reimbursements are due to the Sponsor. Any excess funds transmitted by the Sponsor and not required for the project will be applied to any outstanding balance the Sponsor may have on a previously completed project. If no such outstanding balance exists, the excess funds will be returned to the Sponsor.

15. Perform a final inspection of the project upon completion of construction.

16. Upon satisfactory inspection and project closeout, execute a Certification and Acceptance of Project, and provide a copy to the Sponsor.

17. Subject to the limitations hereinafter set forth, State shall indemnify, defend and save harmless Sponsor from and against any and all demands, claims or liabilities

caused by or arising out of any negligent acts by State, or State's officers, agents, and employees while acting within the course and scope of their employment, which arise from this project. Any such indemnification hereunder by State is subject to the limitations of the Idaho Tort Claims Act (currently codified at chapter 9, title 6, Idaho Code). Such indemnification hereunder by State shall in no event cause the liability of State for any such negligent act to exceed the liability limits set forth in the Idaho Tort Claims Act. Such indemnification shall in no event exceed the amount of loss, damages, expenses or attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses or attorney fees attributable to the negligence of Sponsor.

SECTION III. That the Sponsor shall:

1. Be responsible for its share of the cost for construction plus preliminary engineering, and construction engineering & inspection (CE&I). These costs and the Sponsor's match are detailed in the attached *Worksheet for State/Local Construction Agreements* marked Exhibit A. The actual cost to the Sponsor will be determined from the total quantities obtained by measurement plus the actual cost of engineering and contingencies required to complete the work. Construction engineering and contingencies will be approximately 19.28% of total construction cost.

2. Upon approval of the lowest qualified bid received, if the Sponsor's share exceeds the amount set forth in Section III, Paragraph 1, transmit to the State the Sponsor's portion of such excess cost.

3. Designate Chris Canfield, Assistant Public Works Director, as its agent to administer the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. The designated agent will prepare all monthly and final contract estimates and change orders, and submit all change orders to the State for their review and approval.

4. Designate Sponsor personnel to provide construction inspection, sampling and testing (IS&T) services on the project as detailed in Exhibit B to this Agreement.

5. Estimate the anticipated project completion costs when construction costs reach 85% of the funds that have been obligated for the project. The Sponsor shall monitor construction costs, and if costs are anticipated to exceed 105% of the total project costs, provide for additional funding necessary to complete the project.

6. Submit invoices to the State on a monthly basis for the contract administration costs of this project, to be credited toward the Sponsor's match per Section II, Paragraph 10 of this Agreement.

7. Submit contract estimates of construction costs to the State on a monthly basis.

8. Upon receipt of the statement referred to in Section II, Paragraph 14 indicating an adjustment in cost against the Sponsor, promptly remit such amount to the State.

9. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the entire roadway surface, shoulders, roadside cut and fill slopes, drainage structures, and such traffic control devices as are necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.

10. To the extent provided by the Idaho Tort Claims Act, indemnify, save harmless, and defend, regardless of outcome the State from expenses of, and against suits, actions, claims, or losses of every kind, nature, and description, including costs, expenses, and attorney fees that may be incurred by reason of any negligence of the Sponsor in the work which is the subject of this Agreement.

EXECUTION

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

IDAHO TRANSPORTATION DEPARTMENT

_____
Division Administrator
Highways Construction and Operations

ATTEST:

CITY OF IDAHO FALLS

_____
City Clerk

_____
Mayor

(SEAL)

By regular/special meeting
on _____.

hm: 20473 SLAConst.docx

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF IDAHO FALLS**, hereafter called the **CITY,** for construction of Lindsay Blvd Curves Superelevation; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A020(473) is hereby approved.

2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY.**

3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Idaho Falls, held on _____, _____.

(Seal)

_____
City Clerk

WORKSHEET FOR STATE / LOCAL CONSTRUCTION AGREEMENTS

Key No: 20473
Project No: A020(473)

Project Name: Lindsay Blvd Curves Superelevation
Sponsor: City of Idaho Falls
Description of work: This project will improve superelevation and curve radii at two closely spaced curves located on Lindsay Blvd.

Date of State/Local Agreement for Project Development: 6/11/2018

		FEDERAL	LOCAL
TOTAL ESTIMATED COST OF CONSTRUCTION *Includes E&C*	$425,000		
APPROVED FORCE ACCOUNT WORK	$0		
PLUS PE BY STATE *(from 2101)*	$1,000		
PLUS PL BY LHTAC *(from 2101)*	$21,000		
PLUS PC *(from PC Agreements)*	$19,185		
MINUS ALL NON-PARTICIPATING	$0		
PARTICIPATING TOTAL	$466,185		
MATCH PERCENTAGES		92.66%	7.34%
PERCENTAGE AMOUNTS		$431,967.02	$34,217.98
MINUS FEDERAL MAXIMUM		$0	
ADD OVERAGE *(If Any To Local)*		431,967	$0
LOCAL SHARE OF CONSTRUCTION AMOUNT			*$34,218*

ADJUSTMENTS

PLUS ALL NON-PARTICIPATING (From above if work by contract)	$0
MINUS FUNDS ADVANCED BY THE SPONSOR FOR STATE PE *(from PD Agreement)*	$1,000
MINUS APPROVED FORCE ACCOUNT WORK *(From above)*	$0
MINUS PRELIMINARY ENGINEERING PAID BY LOCAL	$36,400

(If LPA has not rec'd reimbursement, use actual PC dollars paid by LPA)
(If LPA has rec'd reimbursement, use local match % of actual PC dollars paid by LPA)
(Amounts must be supported by District Records Inspector Audit)

CONSTRUCTION AMOUNT REQUIRED FROM SPONSOR AFTER ADJUSTMENTS -$3,182

Comments:

PREPARED BY: Heather Parker Date: 5/1/2020

EXHIBIT B

Construction Inspection, Sampling and Testing Services

The Sponsor shall provide services relating to office and field documentation, Verification Sampling & Testing of materials and inspection staff. The Sponsor shall provide oversight and coordination activities of the project staff which will include Sampler/Testers with the necessary Western Alliance for Quality Transportation Construction (WAQTC) qualifications and skills to perform all associated tests for Aggregate, Embankment & Base/In-Place Density, Asphalt and Concrete. Inspectors shall be IQP (ITD) Certified Inspectors with sufficient skills and experience to assist in administration of this construction project, from project start up, throughout the duration of the construction activities and through project closeout. The project will be administered to ensure compliance with the following contract documents: Special Provisions, sealed Project Drawings and Plans; 2012 (or current) Idaho Standard Specifications for Highway Construction; January 2013 (or current) Supplemental Specifications; July 2013 (or current) QC/QA Special Provisions (QASP); SP-SA Special Provisions- Federal Aid; and all addenda issued prior to bid opening.

The Sponsor shall provide the qualified personnel as necessary to effectively carry out its responsibilities under this agreement.

The work required by this project is as follows:

I. Construction Administration

This consists of all necessary efforts to administer the project construction contract under the direction of the Idaho Transportation Department (ITD). The Sponsor will be responsible to ensure the project is completed and accepted by the ITD and the Federal Highway Administration (FHWA). This will require interpretation of the plans, coordination of changes to the project, assistance in processing change orders, resolving disputes, claims analysis, and all other engineering tasks normally handled by a Project Engineer/Manager. In addition, the Sponsor shall provide photographic equipment, safety equipment as well as any other necessary items to perform the work. Quality and quantity of these items shall meet with ITD approval. Sponsor is to provide all necessary personnel safety equipment in accordance with OSHA, MSHA, Department of Labor, FHWA, MUTCD and ITD standards and conduct safety reviews/inspections as necessary to ensure a safe work environment.

The Sponsor shall:

1. Under the direction of ITD, act as the Resident Engineer's authorized representative as defined in the Contract Documents. The extent and limitation of the duties, responsibilities and authority of the Engineer as assigned in said Contract Documents shall not be modified, except as the Engineer may otherwise agree in writing. Serve as ITD's liaison with the Contractor, working principally through the Contractor's superintendent and assist in understanding the intent of the Contract Documents.

2. Provide general contract administration on the construction contract in accordance with the ITD Contract Administration Manual, and assist the Project Manager in monitoring Contractor's compliance with contract requirements. Notify Resident Engineer when Contractor is found in non-compliance.

3. Analyze the plans, specifications, special provisions and other contract documents, and recommend to the ITD any necessary or desirable changes to accomplish the project in accordance with the plans and specifications.

4. Attend and assist in the facilitation of pre-construction conferences, partnering meetings, job conferences, weekly coordination meetings, pre-operational meetings, public information meetings, and other project related meetings. Take and maintain notes of all meetings and conferences and then distribute copies to participants within one week.

5. Document any project delay or potential delay caused by conflicts or utilities.

6. Analyze the Contractor's work schedule (Critical Path Diagram, CPM) when submitted and make recommendations to the ITD regarding any changes, or needed changes, to the schedule. Monitor the Contractor's adherence to the work schedule during construction.

7. Maintain a complete set of project records, including daily diaries, quantities for pay items, progress estimates, material deliveries and correspondence.

8. Maintain a daily record of each pay item for the progress estimate. Quantities will be based on daily records and calculations. All such records will be retained.

9. Prepare pay items for posting to ledgers in accordance with established procedures and submit to the ITD with recommendation for payment. The recommendation will be based on such observations and review that, to the best of the Sponsor's knowledge, information and belief, the contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents, and the conditions precedent to the Contractor's being entitled to such payment appear to have been fulfilled.

10. Track and maintain a log on all shop drawing and/or sample submittal and encourage all reviewers to complete their review in a timely manner. Deficiencies will be immediately reported to the ITD.

11. Identify and monitor all project permit requirements and notify the Contractor and ITD immediately when violations or potential violations occur.

12. Upon notice by the Contractor of pending claims for extra work or work beyond the original scope, maintain accurate records showing actual cost of such work.

13. Analyze and make recommendations to the ITD on all requests received from the Contractor for time extensions, contract changes, and extra work.

14. Coordinate all contract changes with the Contractor, ITD, and others as required.

15. Monitor and reinforce each Contractor's compliance with contract provisions in regard to payment of predetermined wage rates in accordance with ITD procedures. This includes verifying Contractor and Subcontractor's payrolls for format classification, pay scale, timely submissions, and concurrence with field reviews. Maintain filing system for payrolls and labor interviews and notify contractors on incorrect classification, pay scales, etc.

16. Monitor and reinforce each Contractor's compliance with contract provisions in regard to Equal Employment Opportunity and Affirmative Action and check job site at least once to verify bulletin board and posters adhere to the contract. Coordinate corrective actions with the ITD.

17. Monitor and reinforce each Contractor's compliance with contract provisions in regard to environmental provisions and permits.

18. Assist ITD in preparing for any litigation or other action that may arise. Prepare claim package in accordance with Memo No. 28 of the Contract Administration Manual on all claims of ITD and Contractor relating to the acceptability of the Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Contractor's work.

II. Survey Control

The Sponsor shall be responsible for verifying the existence and accuracy of location for all reference points and baseline control points indicated on the plans. In performing verification surveys of construction layout, the Sponsor shall:

1. Make and record such measurements as necessary to calculate and document quantities for pay items.

2. Do independent check and verify line, grade, and structure layout.

3. Perform incidental engineering surveys as directed to carry out the services covered by this agreement and to verify and confirm the accuracy of the contractor's survey layout work. All survey work shall be performed under the supervision of a Surveyor registered in Idaho.

III. Project Inspection

There are four distinct and independent areas of inspection and materials testing associated with this project which is as follows:

- Materials Quality Control (QC) and acceptance sampling and testing and inspection when materials are installed into the work by the Contractor.

- Materials verification sampling and testing and inspection to verify the results of the acceptance testing and inspection performed by the Contractor.

- Independent Assurance evaluations will be performed by ITD Materials Section.

- Dispute resolution sampling and testing.

The Sponsor shall coordinate any IA inspections that may be required with ITD.

This includes all work necessary to monitor the Contractor's work in progress to verify the work is in substantial conformance with the Contract Documents. ITD must approve all the inspectors working under this agreement before doing any work on this project. All inspectors will meet the requirements outlined in the Contract Administration Manual, Section 114. Inspectors shall be IQP (ITD) certified Inspectors with sufficient skills and experience to assist in administration of this construction project, from project start up, throughout the duration of the construction activities and through project closeout.

The Sponsor shall provide construction inspection as needed to ensure a quality project. Senior inspectors shall be high school graduates (or GED equivalent) with a minimum of eight (8) years of experience in construction inspection. Inspectors shall be high school graduates (or GED equivalent) with at least three (3) years experience in construction inspection. Inspectors in charge of reviewing the contractor's traffic control shall be TCI IQP certified.

The Sponsor shall:

1. Conduct on-site inspection of the Contractor's work in progress to determine if the work is in accordance with the Contract Documents. Prepare daily reports on ITD forms recording the Contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, or changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations in more detail as the case of observing test procedures; maintain in the project files, and send copies to ITD on a weekly basis.

2. Assist in enforcing the current ITD safety policy and the safety provisions of the contract. Take immediate action if warranted and report immediately to ITD the occurrence of: safety deficiencies, incidences, hazardous environmental conditions, emergencies, or acts of God endangering: personnel, work, property or the environment.

3. Report to ITD whenever part of the Contractor's work in progress may not produce a completed project that conforms to the Contract Documents or may prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents.

4. Identify and recommend corrections for any omissions, substitutions, defects and deficiencies in the work of the Contractor.

5. Receive and review all certificates of inspections, tests, and approvals required by the Contract Documents.

6. Check measurements of pay quantities for accuracy, as requested by the ITD, and prepare required documentation for processing of payment to the Contractor.

The frequency and scope of inspections will vary with the work activity being performed; however, the Sponsor shall perform inspection services in accordance with ITD's procedures, policies, directives and industry-accepted standards.

IV. *Material Testing*

This task includes all work to determine that the materials supplied and constructed by the Contractor meet the conditions set forth in the contract documents. All sampling and testing personnel working under this agreement must meet the requirements outlined in the Contract Administration Manual, Section 114, for testing and sampling which they perform. All samplers and testers must be accepted by the ITD before performing any work on this project. All testing must be performed at a laboratory qualified through the ITD Laboratory Qualification Program.

The Sponsor shall provide oversight and coordinate the activities of their staff which will include Sampler/Testers with the necessary WAQTC qualifications and skills to perform all associated tests. ITD will provide IA Inspectors and IA testing will be performed by ITD. Materials Verification Testing and inspection duties shall include, but not be limited to asphalt pavement, soils, aggregate, structural and non-structural concrete, conduit installation, incidental items and traffic control operations, and preparation of QC/QA data analysis and review. All work shall be performed in accordance with the project plans, special provisions, ITD Standard Specifications, ITD QA-SP, the ITD Quality Manual and other appropriate standards. The Sponsor will provide all sampling equipment, disposable molds for casting concrete cylinders, sample cartons, sample bags, and other expendable type testing supplies.

The Sponsor shall:

1. Perform project on-site sampling and testing of component materials and completed work items to verify that the materials and workmanship incorporated in each project are in substantial conformity with the plans, specifications and contract provisions. The Sponsor shall meet the minimum sampling frequencies and other provisions as contained in the contract documents, QA Special Provision, ITD Quality Manual, and as required due to project phasing, or other factors which could affect minimum testing frequencies.

2. Keep ITD informed about schedules for sampling and testing on each project and ensure that all documentation reports on sampling and testing are completed and submitted the same week the work is done or as otherwise directed.

3. Monitor the Contractor's Quality Control Plan pursuant to QC/QA Special Provisions. Insert the acceptance and verification testing results into the electronic QC/QA statistical analysis spreadsheet for aggregates and asphalt pavement pay items and forward this spreadsheet via email to the proper ITD representative.

4. Be responsible for transporting samples to be tested in an ITD laboratory or other laboratory to the appropriate laboratory.

5. The responsibility for control of concrete production is assigned to the Contractor. The Sponsor shall provide daily monitoring of the Contractor's Quality Control activities at the project site and perform acceptance sampling and testing at the specified frequency.

6. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor. Make recommendations to the ITD for change orders before allowing any substitutes.

7. Compile and maintain in current status, the Materials Summary Log and applicable QC/QA data entry in accordance with the ITD Policy (MAP's Program).

V. Project Closeout

This task involves acquiring and preparing the necessary project closeout documents, which shall include all supporting records. The Sponsor shall:

1. Verify to ITD that all the necessary documents have been received for submission of contractor's affidavit of payment.

2. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, including certificates of inspection, tests and approvals, shop drawings, samples, and the annotated record documents which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment.

3. Promptly conduct an inspection after notice from the Contractor that the entire work is ready for its intended use, in the company of ITD and the Contractor, to determine if the work is Substantially Complete. If there are no objections from ITD and the Sponsor considers the work substantially complete, the Sponsor shall deliver a certificate of substantial completion to ITD and the Contractor.

4. Participate in a final inspection, to include representatives from ITD, to determine if the completed work by the contractor is acceptable so that the Sponsor may recommend in writing, final payment to the Contractor. Accompanying the recommendation for final payment, the Sponsor shall also provide a notice that the work is acceptable to the best of their knowledge, information and belief and based on the extent of the services provided under this agreement.

5. Prepare and furnish to ITD record plans showing appropriate record information based on project annotated documents received from the Contractor. Supply two (2) sets of red marked plans depicting all changes to the original contract will be supplied to ITD.

IDAHO FALLS

MEMORANDUM

FROM: Randall Fife
DATE: Friday, May 15, 2020
RE: Nondiscrimination Ordinance

Council Action Desired

☒ Ordinance ☐ Resolution ☐ Public Hearing

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

Approve the Ordinance adding public accommodations and making other changes to the City's nondiscrimination Chapter 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).

Description, Background Information & Purpose

In 2013, the Council passed an Ordinance that prohibited discrimination in the City based upon a person's sexual orientation or gender identity/expression in the subject areas of housing and employment. The proposed Ordinance amendments will extend the nondiscrimination regulations to include places of public accommodation and use, as those are defined. Additionally, the proposed Ordinance amends some definitions and exemptions; provides clarification of the rights of employers and employees in areas of First Amendment expression and provision of employee-only facilities; adds specifically permitted activities; and includes nonbinding mediation as a tool to resolve reported discrimination.

Relevant PBB Results & Department Strategic Plan

☐ ☒ ☐ ☐ ☐ ☒ ☐ ☐

The extension of nondiscrimination regulations to the area of public accommodations etc., supports good governance and community-oriented results by supporting City health, safety, and general welfare enforcement.

Interdepartmental Coordination

This Ordinance includes input from Legal Department.

Fiscal Impact

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

Legal Review

The Legal Department drafted this Ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF IDAHO FALLS CITY CODE TITLE 5, CHAPTER 11; TO PROHIBIT DISCRIMINATORY ACTS IN PLACES OF PUBLIC RESORT, ACCOMODATION, ASSEMBLAGE, OR AMUSEMENT BASED UPON SEXUAL ORIENTATION AND/OR GENDER EXPRESSION/IDENTITY, AS DEFINED; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, state and federal laws prohibit discrimination in the areas of employment, housing, and public accommodations on the basis of race, color, age, sex, national origin, familial status, veteran's status, and/or disability, but there are no specific protections against discrimination on the basis of sexual orientation or gender expression/identity; and

WHEREAS, the Council believes that current State and Federal processes for the investigation and correction of discrimination on the basis of race, color, religious creed, ancestry, age, sex, national origin, familial status, veteran's status, and/or disability are sufficient such that the City should not interfere or alter such processes; and

WHEREAS, those within the community who feel that they are or have been discriminated against on the basis of race, color, religious creed, ancestry, age, sex, national origin, familial status, veteran's status, and/or disability should be encouraged to make their claim for such discrimination directly to the state and/or federal agency directly responsible for receiving and investigating those claims; and

WHEREAS, because there are no specific protections against discrimination in places of public resort, accommodation, assemblage, or amusement on the basis of sexual orientation or gender expression/identity within City limits, the Mayor and Council wish to prohibit such discrimination; and

WHEREAS, the Council recognized that all persons have a sexual orientation and gender identity/expression, the presence of which should not be a basis for discrimination; and

WHEREAS, the Council wishes to grant to all, common sense rights, including the right to fully enjoy places of public resort, accommodation, assemblage, and amusement; and

WHEREAS, the Council believes that the contents of this Ordinance are fair and reasonable, and allow all people regardless of sexual orientation or gender expression/identity, to preserve human dignity and treat others with respect; and

DRAFT

WHEREAS, it is the policy and intent of the City that no person be denied equal protection under the law nor shall any person be discriminated against in a place of public resort, accommodation, assemblage, or amusement in the City because of sexual orientation or gender expression/identity; and

WHEREAS, nothing contained herein shall be construed as supporting and/or advocating any particular doctrine, position, point of view, or religious view, sexual orientation or gender expression/identity; and

WHEREAS, it is the intention of this Ordinance that all persons are treated fairly and equally in the City.

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

SECTION 1. Title 5, Chapter 11, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

5-11-1 PURPOSE AND DECLARATION OF POLICY.

A. The City has determined that discrimination on the basis of sexual orientation and/or gender identity/expression shall be prohibited, as set out in this Chapter, in order to help ensure that all persons, regardless of sexual orientation ~~and/~~or gender expression/identity, are afforded equal opportunities in employment, ~~and~~ housing, and public resort, accommodation, assemblage, and amusement.

B. It is hereby declared that every person in the City has the right to work and to earn wages through gainful employment and that every person has the right to seek housing, and that every person has the right to the full enjoyment of places open to the general public for resort, accommodation, assemblage, and amusement. Discriminatory practices are detrimental because they impede the social and economic progress by preventing all of the City's occupants from contributing to the cultural, spiritual, social, and commercial life of the community. Such contributions are fundamental components of the City's growth, vitality, and prosperity.

C. It is the intent of this Chapter that all persons be treated fairly and equally. It is the express intent of this Chapter to foster and support fair and equal treatment under the law to all people in the City. The denial of fair and equal treatment under the law in employment, ~~or~~ housing, or public resort, accommodation, assemblage, and amusement due to sexual orientation ~~and/~~or gender identity/expression is detrimental to the health, safety, and welfare of the City's occupants, ~~and~~ because such damages a city's economic well-being.

D. This Chapter shall be deemed an exercise of the police power of the City for the protection of the public welfare, prosperity, health and peace of the City, its residents, occupants, and the community at large.

DRAFT

E. The prohibitions against discriminatory acts, as provided for in this Chapter, are intended to supplement State and Federal Civil Rights Laws and Regulations prohibiting discrimination in the areas of employment and housing; therefore, this Chapter shall not apply to complaints alleging discrimination on a basis proscribed under State or Federal law (e.g. race, color, religious creed, ancestry, age, sex, national origin, familial status, veteran's status, and/or disability).

F. Nothing in this Chapter is intended to alter or abridge other rights, protections, or privileges secured under the State and/or Federal law, including personal and religious rights and protections. This Chapter shall not create a private cause of action~~,~~ nor shall it create any right or remedy that is the same or substantially equivalent to remedy provided under Federal or State law.

G. This Chapter shall not create any special rights or privileges which ~~would~~ are not ~~be~~ available to all of the City's inhabitants.~~,~~ ~~because every person has a sexual orientation and a gender identity.~~

H. This Chapter shall be construed and applied in a manner consistent with First Amendment jurisprudence ~~regarding the freedom of speech and exercise of religion~~.

5-11-2 DEFINITIONS.

A. Deny. Any act which, directly or indirectly, by any person or their agent or employee, results or is intended to or calculated to result in whole or in part in any discrimination, distinction, restriction, or unequal treatment or representation. It also includes, but is not limited to, requiring a person to pay a larger sum than the uniform rates charged other persons, or the refusing or withholding from persons admission, patronage, custom, presence, frequenting, dwelling, staying, or lodging in any place of public resort, accommodation, assemblage, or amusement except for conditions and limitations established by law and applicable alike to all persons, regardless of sexual orientation and/or gender expression/identity.

B.~~A.~~ Discriminate/Discrimination. Any direct or indirect exclusion, distinction, segregation, limitation, refusal, denial, or other differentiation in the treatment of a person because of a person's actual or perceived sexual orientation or gender identity/expression or because of a person's association with any such person. "Discrimination" shall not mean and shall not be interpreted to require or to grant or to accord any preferential treatment to any person because of that person's orientation or gender expression/identity.

C~~B~~. Educational Institution. A public or private institution, including an academy; college; elementary or secondary school; extension course; kindergarten; nursery; school system; university; business; nursing; professional, secretarial, technical, or vocational school; or agent of such an educational institution.

D. Full Enjoyment. The right to use, rent, or purchase: 1. real property; 2. any service, commodity, or article of personal property offered or sold by any person or establishment open to the public and; 3. the admission of any person to accommodations, advantages, facilities or privileges of any place of public resort, accommodation, assemblage, or amusement.

DRAFT

E~~C~~. Gender Identity/Expression. Actual or perceived gender-related characteristics, identity, appearance, expression or behavior of a person (including gender, transgender, non-binary, gender fluid and agender), regardless of such person's biological or assigned sex at birth.

F. Place of Public Resort, Accommodation, Assemblage, or Amusement. Any public place, licensed or unlicensed, kept for gain, hire or reward, or where charges are made for admission, service, occupancy or use of any property or facilities, whether conducted for the entertainment, housing or lodging of transient guests, or for the benefit, use or accommodation of those seeking health, recreation or rest, or for the sale of goods and merchandise, or for the rendering of personal services, or for public conveyance or transportation on land, water or in the air, including the stations and terminals thereof and the garaging/storing of vehicles, or where food or beverages of any kind are sold for consumption on the premises, or where public amusement, entertainment, sports or recreation of any kind is offered with or without charge, or where medical service or care is made available, or where the public gathers, congregates, or assembles for amusement, recreation or public purposes, or public halls, public elevators and public washrooms or bathrooms of buildings and structures occupied by two (2) or more tenants, or by the owner and one (1) or more tenants, or any public library or any educational institution wholly or partially supported by public funds, or schools of special instruction, or nursery schools, or day care facilities or children's camps. Nothing herein contained shall be construed to include, or apply to, any institute, bona fide club, or place of accommodation, which is, by its nature, distinctly private; however, where public use is permitted, such use shall be included in this definition. This definition excludes any educational facility operated or maintained by a bona fide religious or sectarian institution.

G~~D~~. Otherwise Qualified. Possessing the bona fide job-related qualifications required by an employer for particular job classification or position, such as education; training; ability; character; integrity; disposition to work; adherence to reasonable rules and regulations (including established dress codes, appropriate utilization of bathroom facilities, etc.); and other bona fide job-related qualifications required by an employer.

H~~E~~. Sexual Orientation. Actual or perceived romantic, emotional, or sexual attraction or activity, including homosexuality, heterosexuality, ~~and/or~~ bisexuality, and asexuality.

5-11-3 PROHIBITED DISCRIMINATORY ACTS.

A. Unlawful Employment Practices.

1. Employer Practices. Where a person is otherwise qualified, it shall be an unlawful employment practice for an employer:

a. to fail or refuse to hire or to discharge any person, or otherwise to discriminate against any person with respect to compensation, terms, conditions, or privileges of employment, because of such person's sexual orientation or gender identity/expression; or,

DRAFT

b. to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any person of employment opportunities or otherwise adversely affect status as an employee, because of such person's sexual orientation or identity/expression.

2. Employment Agency Practices. Where a person is otherwise qualified, it shall be an unlawful employment practice for an employment agency to fail or refuse to refer for employment, or otherwise to discriminate against, any person because of sexual orientation or gender identity/expression, or to classify or refer for employment any person on the basis of sexual orientation or gender identity/expression.

3. Labor Organization Practices. It shall be an unlawful employment practice for a labor organization:

a. to exclude or to expel from its membership or otherwise to discriminate against~~,~~ any person because of sexual orientation or gender identity/expression;

b. to limit, segregate, or classify its membership or applicants for membership, or to classify or fail or refuse to refer for employment any person otherwise qualified, in any way which would deprive or tend to deprive any person otherwise qualified of employment opportunities, or would limit such employment opportunities or otherwise adversely affect status as an employee or as an applicant for employment, because of such person's sexual orientation or gender identity/expression; or,

c. to cause or attempt to cause an employer to discriminate against a person in violation of this section.

4. Training Programs. It shall be an unlawful employment practice for any employer, labor organization, or joint labor-management committee controlling apprenticeship or other training or retraining, including on-the-job training programs, to discriminate against any person, otherwise qualified because of sexual orientation or gender identity/expression in admission to, or employment in, any program established to provide apprenticeship or other training.

B. Unlawful Housing Practices. It shall be an unlawful housing practice:

1. to refuse to sell or rent, after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of sexual orientation or gender identity/expression;

2. to discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of sexual orientation or gender identity/expression;

DRAFT

3. to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on sexual orientation or gender identity/expression or an intention to make any such preference, limitation, or discrimination;

4. to represent to any person because of sexual orientation or gender identity/expression that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact available; or

5. for profit, to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons' sexual orientation or gender identity/expression.

C. Use of a Place of Public Resort, Accommodation, Assemblage, or Amusement. It shall be unlawful to deny to any person the full enjoyment of any of the accommodations, advantages, facilities, or privileges of any place of public resort, accommodation, assemblage, or amusement because of sexual orientation or gender identity/expression.

5-11-4 EXCEPTIONS.

A. This Chapter shall not apply to:

1. a religious corporation, association, educational institution, or society, trust or any entity or association which is a wholly owned or controlled subsidiary or agency of any religious corporation, association, society, trust, or corporation sole;

2. an expressive association whose employment of a person protected by this Chapter would significantly burden such association's rights of expressive association, as interpreted by a court to which the City is subject ~~under Boy Scouts of America v. Dale, 530 U.S. 640 (2000)~~; and,

3. the United States Government, any of its departments, agencies, or any corporation(s) wholly owned by it; and the State of Idaho, any of its departments, agencies, bodies corporate and politic, and political subdivisions, or any corporation(s) wholly owned by them, except the City ~~of Idaho Falls, Idaho~~.

B. This Chapter shall not apply to:

1. the sale or rental of a ~~one~~ one-family dwelling where the owner:

a. does not own an interest in or title to four (4) or more ~~one~~ one-family dwellings within the City;

b. has not sold two (2) or more one--family dwellings within the twenty-four (24) month period immediately preceding such a sale or rental; and,

DRAFT

c. such ~~one~~ one-family dwelling(s) were sold or rented without engaging the services of any real estate broker, agent, salesperson, property manager, or other person engaged in the services of any real estate broker, agent, salesperson, or property manager or other person engaged in the business of selling or renting dwellings.

2. the rental of a unit in a one-, two-, three- or four-family dwelling where the owner continues to reside in one unit of such a dwelling;

3. employment practices of an owner or tenant which occur within the dwelling where such owner or tenant is residing; and,

4. a person, business, or enterprise who hires fewer than five (5) employees for each working day in each of twenty (20) or more calendar weeks in the current or preceding calendar year, whose services are to be partially or wholly performed in the State of Idaho.

C. This Chapter shall not prohibit an employer from adopting reasonable employee rules and policies that designate sex-specific employee-only facilities in the workplace, including restrooms, shower facilities, and dressing facilities, provided that the employer's rules and policies for employees afford reasonable accommodations based on gender identity/expression to all employees.

D. This Chapter shall not prohibit an employer from adopting reasonable dress and grooming standards not prohibited by federal law or the Idaho Code, provided that the employer's dress and grooming standards afford reasonable accommodations based on gender identity/expression to all employees.

5-11-5 PERMITTED ACTS

A. An employee may express the employee's religious or moral beliefs and commitments in the workplace in a reasonable, non-disruptive, and non-harassing way on equal terms with similar types of expression of beliefs or commitments allowed by the employer in the workplace.

B. An employer shall not discharge, demote, terminate, or refuse to hire any person, or retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against any person otherwise qualified, for lawful expression or expressive activity outside of the workplace regarding the person's religious, political, or personal convictions, including convictions about marriage, family, or sexuality.

5-11-6~~5~~ PENALTIES.

A. First Offense. Any person found in violation of any of the provisions of this Chapter shall be guilty of an infraction for the first offense and shall be punished as provided in the Idaho Infraction Rules and in a fine amount set by Resolution of the Council from time to time. There shall be no right to trial by jury for an infraction.

DRAFT

B. Subsequent Offense(s). Any person found in violation of any of the provisions of this Chapter within five (5) years of any previous violation of any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished pursuant to this Code.

C. A misdemeanor violation may be reduced to an infraction, payable by a fine as set by Resolution of the Council from time to time, if the defendant engages in corrective action, which may include, but is not limited to the following: sensitivity training for the defendant, good faith participation in non-binding mediation, and/or the defendant's agreement to adopt and pursue a policy of non-discrimination in its practices; and/or the defendant's agreement to not engage in discriminatory practices in the future.

D. A complaint filed under the provisions of this Chapter shall be filed within one hundred eighty (180) days of the alleged discriminatory conduct made the basis of the complaint.

5-11-7~~6~~ COERCION, INTIMIDATION, THREAT AND INTERFERENCE PROHIBITED. It shall be unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of having exercised or enjoyed, or on account of having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by this Chapter.

5-11-8~~7~~ NO PRIVATE RIGHT OF ACTION OR MONEY DAMAGES. There is no private right or cause of action created by this Chapter. No money damages are available to any person based on this Chapter.

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.

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

DRAFT

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, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF IDAHO FALLS CITY CODE TITLE 5, CHAPTER 11; TO PROHIBIT DISCRIMINATORY ACTS IN PLACES OF PUBLIC RESORT, ACCOMODATION, ASSEMBLAGE, OR AMUSEMENT BASED UPON SEXUAL ORIENTATION AND/OR GENDER EXPRESSION/IDENTITY, AS DEFINED; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

(SEAL) _____
KATHY HAMPTON, CITY CLERK

DRAFT