



CITY COUNCIL MEETING

Thursday, October 10, 2019

7:30 p.m.

CITY COUNCIL CHAMBERS

680 Park Avenue

Idaho Falls, ID 83402

*Thank you for your interest in City Government. If you wish to express your thoughts on a matter listed below, please contact Councilmembers by email or personally **before** the meeting. Public testimony on agenda items will not be taken unless a hearing is indicated. Be aware that an amendment to this agenda may be made upon passage of a motion that states the reason for the amendment and the good faith reason that the agenda item was not included in the original agenda posting. Regularly-scheduled City Council Meetings are live streamed at www.idahofallsidaho.gov, then archived on the city website. If you need communication aids or services or other physical accommodations to participate or access this meeting, please contact City Clerk Kathy Hampton at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 as soon as possible and they will accommodate your needs.*

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

- 1) Power Trade Confirmation Agreements with Shell Energy North America (US), LP
- 2) Approval of Generation Protection Services Review by Brown Kysar Inc. (BKI)

B. Items from Municipal Services:

- 1) Treasurer's Report for the month of August, 2019
- 2) Bid IF-20-A Backhoe for Public Works
- 3) Quote 19-035 Purchase of Cargo Van for Idaho Falls Zoo

C. Items from Public Works:

- 1) Bid Award – Well 4 Well House Replacement
- 2) Bid Award – Mound Sanitary Sewer Lift Station Upgrade and 17th Street and Yellowstone Storm Lift Station Upgrade
- 3) Bid Award – Broadway Street Lights - Old Butte Road to Bellin Road

D. Items from the City Clerk:

- 1) Minutes from the September 23, 2019 Council Work Session; and, September 26, 2019 Council Meeting and Executive Session
- 2) 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. Airport

1) Contract and Notice of Award to Knife River Construction: It is the recommendation of the Idaho Falls Regional Airport to approve the Notice of Award to Knife River Construction. The Contract price is \$1,824,292. The purpose of this project is to relocate runway 17 end and connecting taxiway, to remove taxiway A from taxiway A1 to runway 17, and to construct taxiway H from taxiway A to taxiway B. At the September 26, 2019 City Council Meeting the City Council approved the acceptance of the FAA AIP grant #46-2019 for this project.

RECOMMENDED ACTION: Approve the Contract and Notice of Award to Knife River Construction and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

2) Approve and Authorize the Procurement Agreement with M-B Companies: It is the recommendation of the Idaho Falls Regional Airport to approve the Procurement Agreement to M-B Companies for the procurement and purchase of Multi-Tasking Equipment for Airfield Snow Removal. The contract price of the awarded contract is \$680,114. At the September 26, 2019 City Council Meeting the City Council approved the acceptance of the FAA AIP grant #45-2019 for this project.

RECOMMENDED ACTION: Approve the Procurement Agreement with M-B Companies and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

B. Idaho Falls Power

1) Bid Award to Rivers West Construction for Idaho Falls Power Mezzanine Remodel: To remodel the warehouse mezzanine in the Idaho Falls Power administration building to the lowest responsive and responsible bids received for \$87,165.00.

RECOMMENDED ACTION: Accept and approve the bid from the lowest responsive and responsible bidder, Rivers West Construction, for \$87,165.00 (or take other action deemed appropriate).

C. Public Works

1) Easement Vacation – East View Addition: For consideration is an easement vacation for Lots 12, 13, 20, and 21 in Block 17 of the East View Addition, Division 3. This easement vacation is requested by the lot owners, Carey R. and Julie K. Heaton, to better facilitate the development of their property.

RECOMMENDED ACTION: Approve the ordinance vacating the easements for Lots 12, 13, 20, and 21 in Block 17 of the East View Addition, Division 3, 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).

D. Community Development Services

1) Ordinance and Memorandum of Understanding Regarding Parking Enforcement in the Downtown Area: For consideration is an ordinance modifying various sections of City Code to allow an authorized parking enforcement agent to assist in parking enforcement. The Ordinance also includes an appeal process for parking violation tickets and addresses other minor changes within these sections. The ordinance is directly related to the Memorandum of Understanding (MOU) which designates Idaho Falls Downtown Development Corporation (IFDDC) as an authorized parking enforcement agent for the downtown area. This concept was discussed during the budget work sessions earlier this year and the Council indicated support for developing the MOU and committed \$35,000 in the budget to assist with this transition. The MOU stipulates the authority of IFDDC, how the money from the City and any parking tickets may be used.

RECOMMENDED ACTIONS (in sequential order):

- a. Approve the Ordinance amending various sections of City Code related to parking enforcement under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary.
- b. Approve the Memorandum of Understanding with the Idaho Falls Downtown Development Corporation, and give authorization for the Mayor and City Clerk to execute the necessary documents.

2) Parking Management Agreement with IF-1, LLC for The Broadway Garage: For consideration is a Parking Management Agreement between Idaho Falls and IF-1, LLC to manage the parking garage at The Broadway. IF-1, LLC owns the buildings on the site and constructed the garage and plaza.

RECOMMENDED ACTION: Approve the Parking Management Agreement with IF-1, LLC and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

3) Public Hearing – Snake River Townhomes Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards: For consideration is the application for a Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards for Snake River Townhomes in the Snake River Landing Development. This application was considered by the Planning and Zoning Commission at its September 3, 2019 meeting and recommended for approval by unanimous vote.

RECOMMENDED ACTIONS (in sequential order):

- a. Approve the Planned Unit Development for Snake River Townhomes.
- b. Approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Snake River Townhomes, and give authorization for the Mayor to execute the necessary documents.

4) Public Hearing – Modifications to the Zoning Code and Sign Code: For consideration is an ordinance for minor modifications to the zoning code and sign code. These changes are part of ongoing maintenance to both codes which CDS conducts annually. The changes address issues

identified during implementation of the codes. These changes were reviewed by the Planning and Zoning Commission at its September 3, 2019 meeting and recommended for approval by a 5-1 vote.

RECOMMENDED ACTION: Approve the Ordinance amending the Zoning Code and Sign Code under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

E. Municipal Services

1) Quote 19-036 Renovation of City Hall Utility Offices: On September 9, 2019, quotes were received and opened for the renovation of City Hall Utility Offices.

RECOMMENDED ACTION: Approve the quote from Alan Clark Construction, Inc. of Idaho Falls for a total of \$86,559.00 (or take other action deemed appropriate).

2) Public Hearing for the Purchase and Sale Agreement between the City of Idaho Falls and Bonneville County: The purpose of the public hearing is to receive public comment for the purchase of surplus 4-H property for \$430,000.00.

RECOMMENDED ACTION: No action required.

7. Announcements.

8. Adjournment.

CONSENT

AGENDA:



MEMORANDUM

FROM: Bear Prairie, General Manager *Beak*
DATE: Tuesday, October 1, 2019
RE: Consent Agenda – Power Trade Confirmation Agreements

Item Description

Idaho Falls Power requests that these Power Trade Confirmation Agreements with Shell Energy North America (US), LP to sell 10-MWs of energy per hour at \$20.75 and to purchase 15-MWs of energy per hour at \$29.25 for the months of January 2020 through March 2020 be placed on the consent agenda for ratification.

Purpose

This action supports the good governance and strong, stable, and healthy economic growth and vibrancy community-oriented results. It also supports the financial stability and risk management element of the IFP Strategic Plan.

Fiscal Impact / Financial Review

This energy sale has no expense impact to IFP and helps secure revenue for surplus power sales. The energy purchase is for \$533,520 dollars and is within the FY20 IFP Budget. The negotiated prices are in line with the projected power supply targets.

Legal Review

n/a

Interdepartmental Review

n/a

Recommended Action

It is the recommendation of Idaho Falls Power to ratify the attached trade confirmation agreements with Shell Energy North America (US), LP or take other action deemed appropriate.



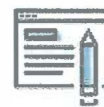
☐ Economic



☒ Governance



☒ Growth



☐ Learning



☐ Livable



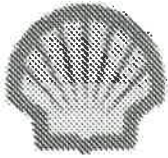
☐ Safety



☒ Sustainability



☐ Transportation



Shell Energy North America (US), L.P.

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

September 25, 2019

Deal No.

3581123

CITY OF IDAHO FALLS
140 S CAPITOL AVENUE,
IDAHO FALLS, ID 83405
Fax: 1(208)612-8435

CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on September 24, 2019, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

BUYER: CITY OF IDAHO FALLS ✓
SELLER: Shell Energy North America (US), L.P. ✓
PRODUCT/FIRMNESS: WSPP Sch. C ✓

PERIOD OF DELIVERY: 01/01/2020 through 03/31/2020 ✓
QUANTITY: 15 Mws of energy per hour ✓
PRICE: \$ 29.25/Mwhr Fixed ✓
DELIVERY POINT(S): MONA ✓
SCHEDULING: Monday thru Saturday, Hours ending 0700 thru 2200 Excluding NERC Holidays ✓

TIME ZONE: PPT ✓
TOTAL MWH: 18,480 ✓

SPECIAL CONDITIONS: Seller and Buyer agree to notify each other as soon as practically possible of any interruption or curtailment affecting this transaction. Buyer should notify Coral at 1-(800) 267-2562.

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 02/01/2000

No Challenges; Defense of Agreement. Neither Party will exercise any of its respective rights under Section 205 or Section 206 of the Federal Power Acts to challenge or seek to modify any of the rates or other terms and conditions of this Agreement.

Mobile-Sierra.

(a) Absent the agreement of all parties to the proposed change, the standard of review for changes to any portion of this Agreement or any Transaction entered into hereunder proposed by a Party, a non-party, or the Federal Energy Regulatory Commission acting sua sponte, shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra" doctrine).

(b) The Parties agree that, if and to the extent that FERC adopts a final Mobile-Sierra policy statement in Docket No. PL02-7-000 ("Final Policy Statement"), which requires that, in order to exclude application of the "just and reasonable" standard under Sections 205 and 206 of the Federal Power Act, the Parties must agree to language which varies from that set forth in clause (a) immediately above, then, without further action of either Party, such Section shall be deemed amended to incorporate the specific language in the Final Policy Statement that requires the "public interest" standard of review.

Shell Energy North America (US), L.P.


Deal No.

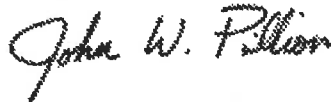
3581123

This Confirmation sets forth the terms of the transaction into which the Parties have entered into and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of electric energy and/or electric capacity please have this confirmation executed by an authorized representative or officer of your company and return via facsimile to (713) 767 5414. If no facsimile objection to this Confirmation has been received by Shell Energy by facsimile transmission by 5:00 p.m., Houston, Texas time, five (5) business days after delivery of this Confirmation to the other Party by facsimile, then this Confirmation (i) shall be binding and enforceable against Counterparty and Shell Energy and (ii) shall be the final expression of all the terms hereof, regardless whether executed by the other Party.

CITY OF IDAHO FALLS

Shell Energy North America (US), L.P.

By: 
Name: _____
Title: GM
Date: 9-27-19

By: 
Name: John W. Pillion
Title: Confirmations Team Lead
Date: 09/25/2019



Shell Energy North America (US), L.P.

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

September 25, 2019

Deal No.

3581124

CITY OF IDAHO FALLS
140 S CAPITOL AVENUE,
IDAHO FALLS, ID 83405
Fax: 1(208)612-8435

CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on September 24, 2019, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

BUYER: Shell Energy North America (US), L.P. ✓
SELLER: CITY OF IDAHO FALLS ✓
PRODUCT/FIRMNESS: WSPP Sch. C ✓

PERIOD OF DELIVERY: 01/01/2020 through 03/31/2020 ✓
QUANTITY: 10 Mws of energy per hour
PRICE: \$ 20.75/Mwhr Fixed ✓
DELIVERY POINT(S): BPA ✓
SCHEDULING: NERC Holidays , Hours ending 0100 thru 2400; Monday thru Saturday, Hours ending 0100 thru 0600; Monday thru Saturday, Hours ending 2300 thru 2400; Sunday thru Sunday, Hours ending 0100 thru 2400 ✓

TIME ZONE: PPT
TOTAL MWH: 9,510 ✓

SPECIAL CONDITIONS: Seller and Buyer agree to notify each other as soon as practically possible of any interruption or curtailment affecting this transaction. Seller should notify Coral at 1-(800) 267-2562.

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 02/01/2000

No Challenges; Defense of Agreement. Neither Party will exercise any of its respective rights under Section 205 or Section 206 of the Federal Power Acts to challenge or seek to modify any of the rates or other terms and conditions of this Agreement.

Mobile-Sierra.

(a) Absent the agreement of all parties to the proposed change, the standard of review for changes to any portion of this Agreement or any Transaction entered into hereunder proposed by a Party, a non-party, or the Federal Energy Regulatory Commission acting sua sponte, shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra" doctrine).

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Shell Energy North America (US), L.P.

Deal No.

3581124

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CITY OF IDAHO FALLS

Shell Energy North America (US), L.P.

By:



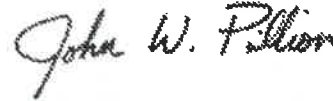
Name:

Title:

Date:

GM
9-27-19

By:



Name:


Title:

Date:

John W. Pillion
Confirmations Team Lead
09/25/2019



MEMORANDUM

FROM: Bear Prairie, General Manager 
DATE: Friday, October 4, 2019
RE: Consent Agenda - Approval of Generation Protection Services Review by Brown Kysar Inc. (BKI)

Item Description

Contract approval with Brown & Kysar Inc. (BKI), for engineering services to review and update IFP's generator protection in a not to exceed amount of \$161,535.00.

Purpose

BKI will provide engineering services for the review and analysis of the generator protection systems on our six hydro generators. This analysis will cover validation of original design assumptions, previous system modifications, potential future system uses and supports the safety and governance community-oriented results by protecting the community from undue generator outages.

Fiscal Impact / Financial Review

Funds to pay for this review and analysis were budgeted in this fiscal year and included in our capital improvement plan.

Legal Review

Legal has reviewed the RFQ and rating criteria.

Interdepartmental Review

Municipal Services purchasing department worked with IFP on the bid process and solicitation.

Recommended Action

It is the recommendation of Idaho Falls Power to approve the Generation Protection Services Review with Brown & Kysar Inc. for a not-to-exceed amount of \$161,535.00 and give the authorization to the Mayor to execute the necessary documents (or take other action deemed appropriate).



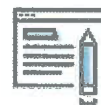
☐ Economic



☒ Governance



☐ Growth



☐ Learning



☐ Livable



☒ Safety



☐ Sustainability



☐ Transportation

**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO
GENERATION PROTECTION FOR THE CITY OF IDAHO FALLS, IDAHO**

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO THE CITY OF IDAHO FALLS, IDAHO, GENERATION PROTECTION SERVICES (hereinafter "Agreement"), is made and entered into this _____ day of _____, 2019, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and Brown & Kysar Inc., 1315 SE Grace Ave., Ste. 201, Battle Ground, WA 98604 (hereinafter referred to as "CONSULTANT").

W I T N E S S E T H:

WHEREAS, the CITY desires to follow best practices and protect the public's investment on the City's generators; and

WHEREAS, CONSULTANT is an expert and has agreed to provide advice, review, testing, and a report to CITY.

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

SECTION I: SCOPE OF WORK

The Scope of Work, project understanding and assumption, schedule and professional fees for the Project are detailed in Exhibit "A" attached hereto and, by this reference, made part of this Agreement. To the extent that any terms in Exhibit "A" conflict with this Agreement, the terms in this Agreement shall control.

SECTION II:

A. Independent Contractor.

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

B. Fees and Conditions for Professional Services.

1. Payment for all services described in this Agreement is provided in accordance with the cost described in Section II.B.2. of this Agreement.
2. The cost for CONSULTANTS' services for Project as described in Section I, Scope of Work, is a total estimated amount "not-to-exceed" one hundred sixty-one thousand five hundred thirty-five dollars (\$161,535).
3. Payment is due upon receipt of CONSULTANT's statement(s).

4. CITY and CONSULTANT may mutually agree to re-allocate tasks, providing the “not-to-exceed” price described in Section II.B.2. of this Agreement is unchanged.

SECTION III:

A. Termination of Agreement.

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

B. Extent of Agreement.

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

C. Project Timeline.

CITY and CONSULTANT shall agree upon a start date. The projected date of Project completion is 2020, unless adjusted by mutual agreement between the parties. CITY shall make available to CONSULTANT all technical data of record in CITY's possession, including financial, operations, and other information necessary for Project.

D. Termination of Project.

If any portion of Project covered by this Agreement shall be suspended, abated, abandoned or terminated, CITY shall pay CONSULTANT for the services rendered to the date of such suspended, abated, abandoned or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the two (2) parties as to the percentage of the work completed.

E. CONSULTANT's Insurance.

In performance of professional services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession; and no other warranty, either expressed or implied, is made in connection with rendering CONSULTANT's services.

F. CONSULTANT's Additional Insurance.

CONSULTANT shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, and Comprehensive General Liability Insurance coverage. The Comprehensive General Liability Insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim and One

Million Dollars (\$1,000,000) aggregate, and CONSULTANT shall cause CITY to be named as an additional insured under said policy.

G. Indemnification.

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

H. Costs and Attorney Fees.

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

I. Jurisdiction and Venue.

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

J. Binding of Successors.

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

K. Modification and Assignability of Agreement.

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

L. CITY's Representatives.

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

M. Conflict of Interest.

CONSULTANT covenants that they presently have no interest and will not acquire any interest, direct or indirect, in Project which would conflict in any manner or degree with

the performance of services hereunder. CONSULTANT further covenants that, in performing this Agreement, they will employ no person who has any such interest.

N. Ownership and Publication of Materials.

CITY and CONSULTANT agree that CITY, with this Agreement, acquires the right to use all reports, information, data and other materials prepared by CONSULTANT pursuant to this Agreement and shall have the authority to release, publish, or otherwise use them, in whole or in part. Nothing in this section shall constrain CONSULTANT from using Project Materials for other trainings or projects with other entities.

O. Non-discrimination.

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

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

ATTEST:

“CITY”
City of Idaho Falls, Idaho

By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

“CONSULTANTS”
Brown & Kysar, Inc.

By _____
Its: _____

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

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

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

(Seal)

STATE OF IDAHO)
) ss:
County of Bonneville)

On this _____ day of _____, 2019, before me, the undersigned, a notary public, in and for said State, personally appeared _____, known or identified to me to be the _____ of Brown & Kysar, 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 Brown & Kysar, Inc.

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)

Exhibit "A"



Power in Partnership

STATEMENT OF WORK

Between Brown & Kysar, Inc. (BKI) and Idaho Falls Power (IFP)

Project Name: Generation Protection Review

Project Location: Idaho Falls, ID

BKI Project No.: IF19-001

Date: August 30, 2019

PROJECT NARRATIVE

IFP has asked BKI to review the generator protection settings and philosophy for their hydro-electric generators. The hydroelectric plants consist of the following plants located on the Snake River in Idaho Falls, ID:

- Upper Plant - Bulb Turbine
- City Plant - Bulb Turbine
- Lower Plant - Bulb Turbine
- Old Lower Plant - Two (2) Generating Units with Vertical Kaplan Turbine
- Gem State Plant - Vertical Kaplan Turbine

It has been indicated that the generator protection is provided by the SEL-300G protective relay. Other protection and control systems will impact the operation of the generating units. These systems include:

- Basler DECs-400 Automatic Voltage Regulator (AVR)
- American Governor
- SEL-487E Generator step-up transformer (GSU) protection system
- Local service connections and associated protection systems

The level of review for the generator protection will be dependent upon several factors. The most critical of these is the existing documentation of the present system, i.e., control system design and documentation, system configuration and machine design criteria.

The following is a general scope of work that identifies a solution overview with phases for the project, deliverables, exclusions, client responsibilities, a high-level timeline and budget.

SOLUTION OVERVIEW

Upon authorization to proceed, BKI agrees to provide services as summarized:

Phase 1 - Information Gathering

BKI will travel to Idaho Falls for one day (or longer as required) to attend a project kick-off meeting and tour the hydroelectric plants. BKI will request the following documents and review the documents to ensure a thorough review of the protection systems can be completed:

1. **Generator design documentation:** This includes rating information, capability curves, V-curves, turbine curves, winding information, maintenance or upgrade information which may have impacted the generator rating. Typically, generator manufactures provide their customers generator design information. However, if the generator is older the information may be hard to locate.
2. **Generator system drawings:** Single-Line diagrams (total plant to the point of delivery of the distribution system or transmission system), AC schematics (generator, GSU and local service connections), DC schematics or Control schematics (all connections to the protection equipment, governor, AVR, power circuit breaker (PCB) and synchronizing equipment).
3. **Any document describing the desired operation philosophy:** This includes plant operation rules or guidelines for the plant operators as well as desired operation, i.e., black start capabilities.
4. **Generator equipment settings:** This includes all protection equipment settings for the protective devices, the AVR settings, and the governor settings. It is important to understand how all the systems function as a unit to operate and protect the generator.
5. **SEL protective relay event reports and sequence of events recorder (SER) reports** for generator operations or system operations. These records could provide invaluable information of the existing system.
 - **Event Reports:** The event report records are 15 to 30 cycles of currents and voltages of the generator as well as any I/O connected to the relay. Eight different reports are available from the SEL-300G
 - **SER:** The SER is a valuable tool to indicate the order and time of events which have occurred. Analysis of the SER data in many cases can determine equipment and/or operating problems.

Phase 2 - Protection Review

BKI will complete a detailed review of the SEL-300G generator protective relay settings using Mathcad and Excel calculation sheets to verify the settings follow the intent of the IEEE C37.102-2006 IEEE Guide for AC Generators Protection. The review will include the following generation protection functions:

1. Stator Differential (87G)
2. Current Unbalance/Negative-Sequence (46)
3. Loss of Excitation (40)
4. Directional Power: Reverse, Low Forward or Overpower (32)
5. Time Over-current with Voltage Restraint (51V) or Phase Distance Backup Protection (21)
6. 95% Stator Ground (59N) / 100% Stator Ground (59D)
7. V/Hz Over-Excitation (24)
8. Over-voltage (59)
9. Over and Under-frequency (81)
10. Voltage Transformer Fuse Failure (60FL)

11. Out-of-Step Protection (78)
12. Synchronism Checking (25)
13. Field Ground Protection (64F) if installed
14. Inadvertent Energization (50/27)
15. Generator PCB failure (50BF)

Phase 3 - Report Development

Develop a Generator Protective Relay settings report detailing recommended changes and identifying opportunities for improvement.

Phase 4 - Lower Plant Black Start Testing Assistance

Provide on site assistance with the black start testing at Lower Plant in Spring 2020. Guy Colpron to be on site for an estimated duration of one week.

DELIVERABLES

As a deliverable, BKI will provide a report for each plant and each generating unit. The report will include the following:

- A discussion of the existing generator protection settings as found on the SEL-300G. BKI recommended modifications will be classed in two different categories: Necessary and Discretionary

Necessary changes are changes in which BKI feels are in IFPs best interest to protect the generation equipment from damage. Example of these changes would be pickups or time delays to protection functions within the SEL-300G

Discretionary changes are those changes in which BKI feels that IFP may wish to incorporate to better assess the performance and operation of the generating system. Example of this would be to program an Over-Excitation Limiter (OEL) contact in the AVR (Basler DEC-400) to signal the SEL-300G to trigger an event report to validate the generating system conditions

- Provide recommendations for alternate settings for black start operations
- Provide recommendations for protection system upgrades and improvements, if any

EXCLUSIONS

The following items are excluded from the scope of this Statement of Work (SOW):

- Review of other power plant equipment settings such as the AVR, and governor settings are not included here due to the complex nature of the systems, however, the existing settings will be considered as it relates to the protections systems

CLIENT RESPONSIBILITIES

IFP agrees to perform the following:

- Provide the requested information in the Solutions Section of this SOW
- Be available to answer questions and research missing data required to provide an overview of the desired operating philosophy of the power plant(s)

HIGH-LEVEL TIMELINE

BKI is estimating that three plants, Gemstate, Lower Bulb and Upper Bulb will take six weeks each to complete, if all the requested information is provided. The split winding protection on the Gemstate Unit will add one additional day. Lack of data will drive BKI to discuss the assumptions with the IFP staff and add a delay to completing the tasks.

The remaining two power plants, City Bulb and Old Lower Bulb plants include GSU protection with the City Bulb plant having a SEL-487E, a very sophisticated 3-winding transformer protection package, which adds substantial time to review. The Old Lower Bulb plant has a less sophisticated GSU protection package, a SEL-787, however, it does add additional time in the analysis. BKI is estimating the City Bulb plant to take 8 weeks to complete and the Old Lower Bulb which is a two-generator plant to take 10 weeks to complete.

NOTE: The timeline provided in this document is contingent upon prompt review and approval of this agreement, and prompt responses to any request for information during the project. Delay in approving this work or providing requested information may result in a commensurate delay in the project's completion.

BUDGET

The estimated cost for the described scope of work to be completed on a time and material not to exceed basis is \$161,535, subject to decreases depending upon the actual amount of work performed.

The cost breakdown based on a per plant basis is as follows:

• Lower Plant	\$22,796
• Lower Plant - Black Start Testing	\$14,750
• Old Lower Plant	\$36,796
• Upper Plant	\$27,285
• City Plant	\$30,268
• Gemstate Plant	\$29,640

Lower Plant would be completed in late 2019 (or early 2020) using BKI's 2019 rate schedule. The remaining four plants would be completed in 2020 using BKI's 2020 rate schedule. The above prices reflect the varying BKI rate schedules.

The above is a general estimate, additional equipment such as the GSU protection, the SEL-487E and the SEL-787, as well as the GE DIFC adds additional hours and costs to the analysis work.

ADDITIONAL SERVICES

Generator Test Plans

BKI is offering to develop test plans and procedures for the generator protection. This includes developing the test files for Omicron or Doble Test sets and check sheets to document the testing results. It is expected to take 40 hours to develop test plans and procedures.

- Develop test plans and procedures - \$7,910 for 1st generator and \$3,955 for each additional generator thereafter. This estimated cost can be significantly reduced if any of the generators and control schemes are identical to one another. In addition, once the first test plan is built, it can be easily modified by engineers for use at the other plants if desired.

Generator Protection Testing Training

BKI will also offer on-site instruction to IFP engineers and technicians to test the protection equipment on a time and materials basis. Typical commissioning testing of generator protection systems takes between one and two days and requires a generator outage. These hours are based upon either the Doble Engineering or the Omicron current injection test sets, other test sets will incur additional costs.

- On-site generator testing training, two days - \$10,300 (Test equipment rental not included)
- This requires at least one of the above Generator Test Plans to be completed

Generator Protection Training

BKI also offers training/review of the generator protection settings and recommendations. This can be onsite or be held at the BKI offices to reduce costs. This offering would be a short class on the protection fundamentals for generating system tailored for IFP's generators. This would be a one-day session where engineers and technicians can ask specific questions. This would be performed on a time and materials basis.

- On-site generator protection settings training, one day - \$5,665

AVR and Governor Tuning

BKI also offers AVR and Governor tuning. If this is an interest, BKI will facilitate discussions to obtain cost estimate on a per unit basis.

This Statement of Work is BKI's proposed scope of work and budget as it pertains to IFP's Generation RFQ #: 19-067 and is subject to the review, comments, changes and approval of IFP. IFP shall provide BKI a contract with the mutually agreed upon scope of work and budget for both parties to sign.

Brown & Kysar, Inc.

Scott M. Lindsay
Print Name and Title

Scott M. Lindsay
Signature

8-30-19
Date



MEMORANDUM

FROM: Municipal Services

DATE: Wednesday, September 25, 2019

RE: Consent Agenda, Treasurer's Report for August 2019

Item Description

Attached please find the Treasurer's Report for the month-ending August, 2019.

Purpose

A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval.

Fiscal Impact / Financial Review

For the month-ending August, 2019, total cash and investments total \$130.3M. As reported in the attached investment report, the total investments reconciled to the August bank statements were \$110.4M. Total receipts received and reconciled to the general ledger were reported at \$15.4M, which includes revenues of \$12.7M and interdepartmental transfers of \$2.7M. Total disbursements reconciled to the general ledger were reported at \$16.2M, which includes salary and benefits of \$5.6M, operating costs of \$7.4M, capital costs of \$0.5M and interdepartmental transfers of \$2.7M.

Legal Review

Not applicable.

Interdepartmental Review

Not applicable.

Recommended Action

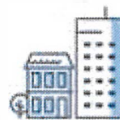
We encourage the Council to approve and accept the Treasurer's Report for the month-ending August, 2019 on the consent agenda (or take other action deemed appropriate).



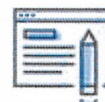
☐ Economic



☒ Governance



☐ Growth



☐ Learning



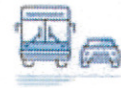
☐ Livable



☐ Safety



☐ Sustainability



☐ Transportation

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT

August, 2019

FUND	BEGINNING CASH & INVESTMENTS	TOTAL RECEIPTS	TOTAL DISBURSEMENTS	ENDING BALANCE CASH & INVESTMENTS
GENERAL	\$10,506,077.23	\$4,015,086.42	\$5,233,054.15	\$9,288,109.50
STREET	\$4,304,628.06	\$398,768.58	\$373,482.26	\$4,329,914.38
RECREATION	(\$64,582.07)	\$89,447.25	\$189,584.03	(\$164,718.85)
LIBRARY	\$2,956,192.72	\$603,044.10	\$266,282.90	\$3,292,953.92
AIRPORT PFC FUND	\$0.00	\$62,769.45	\$0.00	\$62,769.45
MUNICIPAL EQUIP. REPLCMT.	\$14,725,233.48	\$300,558.03	\$301,408.40	\$14,724,383.11
EL. LT. WEATHERIZATION FD	\$2,832,690.09	\$10,971.50	\$53,306.61	\$2,790,354.98
BUSINESS IMPRV. DISTRICT	\$86,620.62	\$29,257.79	\$26,979.78	\$88,898.63
GOLF	(\$114,690.40)	\$354,744.29	\$236,956.31	\$3,097.58
SELF-INSURANCE FD.	\$3,180,861.37	\$152,850.84	\$254,300.89	\$3,079,411.32
HEALTH & ACCIDENT INSUR.	\$4,548,904.59	\$3,977.75	\$0.00	\$4,552,882.34
WILDLAND	\$153,140.00	\$0.00	\$18,844.07	\$134,295.93
SANITARY SEWER CAP IMP.	\$2,370,071.62	\$53,584.90	\$0.00	\$2,423,656.52
MUNICIPAL CAPITAL IMP.	\$1,511,744.85	\$5,028.31	\$0.00	\$1,516,773.16
STREET CAPITAL IMPROVEMENT	\$1,166,960.34	\$735.04	\$0.00	\$1,167,695.38
BRIDGE & ARTERIAL STREET	\$789,629.67	\$14,612.74	\$0.00	\$804,242.41
WATER CAPITAL IMPROVEMENT	\$4,280,480.36	\$92,509.29	\$66,732.50	\$4,306,257.15
SURFACE DRAINAGE	\$168,723.14	\$3,839.88	\$0.00	\$172,563.02
TRAFFIC LIGHT CAPITAL IMPRV.	\$890,873.49	\$32,050.76	\$4,692.75	\$918,231.50
PARKS CAPITAL IMPROVEMENT	\$98,588.56	\$708.28	\$20,068.45	\$79,228.39
FIRE CAPITAL IMPROVEMENT	(\$2,866,919.15)	\$2,081.03	\$0.00	(\$2,864,838.12)
ZOO CAPITAL IMPROVEMENT	(\$148,665.37)	\$10,000.00	\$0.00	(\$138,665.37)
CIVIC AUDITORIUM CAPITAL IMP.	\$930,056.99	\$244.33	\$504,436.08	\$425,865.24
AIRPORT	\$912,161.25	\$1,013,983.26	\$1,101,233.91	\$824,910.60
WATER	\$7,887,143.43	\$1,083,623.62	\$1,737,051.07	\$7,233,715.98
SANITATION	\$2,738,042.13	\$552,248.64	\$314,006.51	\$2,976,284.26
AMBULANCE	(\$2,005,219.60)	\$555,722.14	\$634,302.48	(\$2,083,799.94)
IDAHO FALLS POWER	\$49,274,759.79	\$4,875,950.22	\$4,270,877.24	\$49,879,832.77
FIBER	\$1,136,221.04	\$132,099.20	\$25,006.33	\$1,243,313.91
WASTEWATER	\$18,863,510.78	\$990,512.91	\$585,248.47	\$19,268,775.22
TOTAL ALL FUNDS	\$131,113,239.01	\$15,441,010.55	\$16,217,855.19	\$130,336,394.37

CITY OF IDAHO FALLS

INVESTMENT RECONCILIATION

Aug-19

	<u>BOND</u>	<u>AGENCY</u>	<u>TREASURY</u>	<u>CERTIFICATES</u>	<u>MONEY MARKET</u>	<u>CASH/EQUIVALENT</u>	<u>TOTAL</u>
LPL				\$1,980,018.31		\$67,960.81	\$2,047,979.12
LGIP					\$10,038,139.26		\$10,038,139.26
WELLS FARGO	\$46,710,000.00	\$11,090,000.00	\$2,500,000.00		\$16,189,519.04		\$76,489,519.04
DA DAVIDSON	\$0.00	\$500,000.00		\$1,750,000.00		\$504,376.22	\$2,754,376.22
WASHINGTON FEDERAL				\$250,000.00			\$250,000.00
ISU				\$250,000.00		\$25.00	\$250,025.00
KEY BANK	\$1,286,313.08	\$3,375,157.93	\$642,477.33			\$217,888.53	\$5,521,836.87
IDAHO CENTRAL				\$4,000,000.00		\$25.00	\$4,000,025.00
BANK OF IDAHO					\$7,057,812.22		\$7,057,812.22
BANK OF COMMERCE				\$2,000,000.00			\$2,000,000.00
	<u>\$47,996,313.08</u>	<u>\$14,965,157.93</u>	<u>\$3,142,477.33</u>	<u>\$10,230,018.31</u>	<u>\$33,285,470.52</u>	<u>\$790,275.56</u>	<u>\$110,409,712.73</u>
	TOTAL INVESTMENTS (MINUS CASH)						\$109,619,437.17



MEMORANDUM

FROM: Pam Alexander, Municipal Services Director

DATE: Wednesday, October 2, 2019

RE: Bid IF-20-A - Backhoe for Public Works

Item Description

On September 17, 2019 the attached quote was received in response to Bid IF-20-A – Backhoe for Public Works.

Purpose

This purchase of the backhoe supports the safety community oriented result by providing safe and reliable equipment.

Fiscal Impact / Financial Review

Funds to purchase the backhoe are within the Public Works 2019/20 MERF budget.

Legal Review

Purchase complies with State Statute 67-2803(9) as piggyback purchase through the General Services Administration (GSA) contract.

Interdepartmental Review

Public Works concurs with the purchase.

Recommended Action

Municipal Services recommends approval of the quote from Honnen Equipment Company of Idaho Falls to purchase a 2020 John Deere backhoe loader in the amount of \$139,919.16 (or take other action deemed appropriate).



☐ Economic



☐ Governance



☐ Growth



☐ Learning



☐ Livable

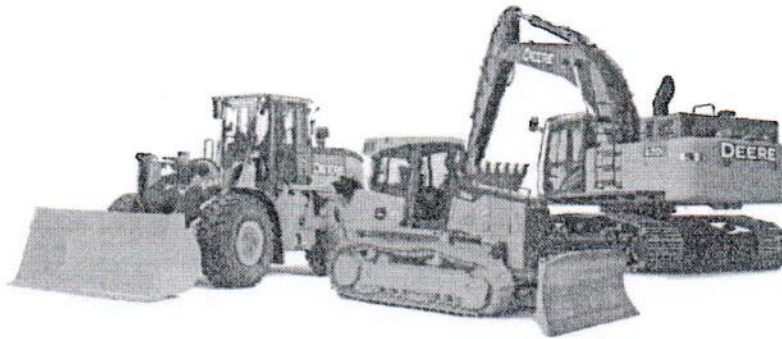
☒ Safety

☐ Sustainability

☒ Transportation

Quote Id: 20458165

Prepared For:
CITY OF IDAHO FALLS



Prepared By: **TODD ROBINSON**

Honnen Equipment Co.
1505 Foote Drive
Idaho Falls, ID 83402

Tel: 208-523-9915
Mobile Phone: 208-221-8385
Fax: 208-523-7488
Email: toddrobinson@honnen.com

(CIR # 1434)

Date: 17 September 2019

Offer Expires: 31 October 2019

Confidential

Quote Summary

Prepared For:

CITY OF IDAHO FALLS
2530 Hemmert Ave
Po Box 50220
Idaho Falls, ID 83401
Home: 208-529-1433
Business: 208-612-8432
tsmith@idahofallsidaho.gov

Prepared By:

TODD ROBINSON
Honnen Equipment Co.
1505 Foote Drive
Idaho Falls, ID 83402
Phone: 208-523-9915
Mobile: 208-221-8385
toddrobinson@honnen.com

Contract Number: GS-30F-0013U

Contract Period: 20 March 2008 - 19 March 2023

Eligibility: Federal agencies and United States Military. Authorized state, counties and local municipalities.

Quote Id: 20458165

Created On: 17 September 2019

Last Modified On: 17 September 2019

Expiration Date: 31 October 2019

Equipment Summary

2020 JOHN DEERE 410L BACKHOE
LOADER

Selling Price	Qty	Extended
\$ 110,668.69 X	1 =	\$ 110,668.69

2020 NPK PH4 Hammer with auto
lube

\$ 20,291.65 X	1 =	\$ 20,291.65
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2020 NPK Fixed C4C Compactor

\$ 8,958.82 X	1 =	\$ 8,958.82
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Equipment Total
\$ 139,919.16
Quote Summary

Equipment Total	\$ 139,919.16
SubTotal	\$ 139,919.16
Total	\$ 139,919.16
Balance Due	\$ 139,919.16

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 20458165

Customer: CITY OF IDAHO FALLS

2020 JOHN DEERE 410L BACKHOE LOADER

Hours:

Stock Number:

				Selling Price
				\$ 110,668.69
Code	Description	Qty	Unit	Extended
0AB0T	410L BACKHOE LOADER	1	\$ 126,797.00	\$ 126,797.00
Standard Options - Per Unit				
170C	JDLink Ultimate 5 Year Subscription	1	\$ 0.00	\$ 0.00
1065	John Deere PowerTech Plus 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions	1	\$ 14,820.00	\$ 14,820.00
2035	Cab	1	\$ 12,889.00	\$ 12,889.00
2401	English Decals with English Operator and Safety Manuals	1	\$ 0.00	\$ 0.00
3065	Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	1	\$ 0.00	\$ 0.00
4891	Firestone 21L - 24 12PR & 12.5/50-18 12PR Traction Sure Grip Lug, Front	1	\$ 574.00	\$ 574.00
5285	Pilot Controls, Two Lever, with Pattern Selection	1	\$ 2,594.00	\$ 2,594.00
5440	New Series Multi-Brand Quick Coupler	1	\$ 1,444.00	\$ 1,444.00
5686	30" (762 mm) Wide, Heavy-Duty, 10 Cu. Ft. (0.28 Cu. M.) Capacity Bucket	1	\$ 1,650.00	\$ 1,650.00
6020	Extendible Dipperstick	1	\$ 8,141.00	\$ 8,141.00
6220	Auxiliary Hydraulic with One Way Flow (Hammer)	1	\$ 3,978.00	\$ 3,978.00
7025	Two-Function Loader Hydraulics, Single Lever	1	\$ 0.00	\$ 0.00
7655	1.5 Cu. Yd. (1.15 Cu. M.), 92 in. (2.34 m.) wide Heavy Duty Long Lip Bucket with Bolt-On Cutting Edge and Skid Plates	1	\$ 3,569.00	\$ 3,569.00
8485	1250 Lb. (567 kg) Front Counterweight	1	\$ 1,711.00	\$ 1,711.00
8685	Dual Maintenance Free Batteries With Disconnect and Jump Post	1	\$ 529.00	\$ 529.00
9060	Front View Mirror	1	\$ 80.00	\$ 80.00
9080	Engine Coolant Heater	1	\$ 167.00	\$ 167.00
9110	Ride Control	1	\$ 1,935.00	\$ 1,935.00
9116	LED Light Package	1	\$ 1,025.00	\$ 1,025.00
9210	Left Side Console Storage with Cup Holders	1	\$ 79.00	\$ 79.00
9515	Diagnostic Oil Sampling Ports	1	\$ 201.00	\$ 201.00
9905	Strobe Light with Magnetic Mount	1	\$ 572.00	\$ 572.00
9916	Radio, Bosch Premium Package	1	\$ 1,320.00	\$ 1,320.00

Selling Equipment

Quote Id: 20458165
Customer: CITY OF IDAHO FALLS

9919	Sun Visor	1	\$ 92.00	\$ 92.00
9920	Exterior Rear View Mirrors (2)	1	\$ 334.00	\$ 334.00
9965	Seat, Cloth Air-Suspension	1	\$ 490.00	\$ 490.00
Standard Options Total				\$ 58,194.00
Dealer Attachments				
AT323580	Backhoe Boom Protection Plate, Bolt-On	1	\$ 586.00	\$ 586.00
AT305073	Stabilizer Cylinder Guards (Set of Two)	1	\$ 303.00	\$ 303.00
Dealer Attachments Total				\$ 889.00
Other Charges				
	Freight	1	\$ 2,340.00	\$ 2,340.00
Other Charges Total				\$ 2,340.00
Suggested Price				\$ 188,220.00
Customer Discounts				
Customer Discounts Total			\$ -77,551.31	\$ -77,551.31
Total Selling Price				\$ 110,668.69

2020 NPK PH4 Hammer with auto lube				
Hours:		0		
Stock Number:				
			Selling Price	
				\$ 20,291.65
Code	Description	Qty	Unit	Extended
PH4	PH4 Hammer w/ hammer-mounted auto lube & tool	1	\$ 22,190.00	\$ 22,190.00
Standard Options - Per Unit				
L2256	Mounting Kit 410L	1	\$ 1,200.00	\$ 1,200.00
Standard Options Total				\$ 1,200.00
Other Charges				
	Freight	1	\$ 875.00	\$ 875.00
	Setup	1	\$ 550.00	\$ 550.00
	HE Hose Couplers	1	\$ 385.00	\$ 385.00
Other Charges Total				\$ 1,810.00
Suggested Price				\$ 25,200.00
Customer Discounts				
Customer Discounts Total			\$ -4,908.35	\$ -4,908.35
Total Selling Price				\$ 20,291.65

Selling Equipment

Quote Id: 20458165

Customer: CITY OF IDAHO FALLS

2020 NPK Fixed C4C Compactor				
Hours:		0		
Stock Number:				
				Selling Price
				\$ 8,958.82
Code	Description	Qty	Unit	Extended
C4C	Fixed Compactor 410L Backhoe	1	\$ 6,500.00	\$ 6,500.00
Standard Options - Per Unit				
L4036	Mount for 410L	1	\$ 1,200.00	\$ 1,200.00
Pins	Dead Pins	1	\$ 550.00	\$ 550.00
Standard Options Total				\$ 1,750.00
Other Charges				
	Freight	1	\$ 550.00	\$ 550.00
	Setup	1	\$ 550.00	\$ 550.00
	Couplers for Hoses	1	\$ 365.00	\$ 365.00
Other Charges Total				\$ 1,465.00
Suggested Price				\$ 9,715.00
Customer Discounts				
Customer Discounts Total			\$ -756.18	\$ -756.18
Total Selling Price				\$ 8,958.82



MEMORANDUM

FROM: Pam Alexander, Municipal Services Director

DATE: Wednesday, October 2, 2019

RE: Quote 19-035 Purchase of Cargo Van for Idaho Falls Zoo

Item Description

Municipal Services received one quote from Warner Vans of Utah to purchase a new cargo van for the Idaho Falls Zoo.

Purpose

The purchase of the cargo van supports the safety community oriented result by providing safe and secure transportation for zoo animals.

Fiscal Impact / Financial Review

Funds to purchase the cargo van are within the Zoo's 2019/20 budget.

Legal Review

Purchase complies with State Statute §67-2806.

Interdepartmental Review

Zoo staff concurs with the purchase.

Recommended Action

Municipal Services recommends approval of the quote from Warner Vans of Utah to purchase a new cargo van in the amount of \$90,888.24 (or take other action deemed appropriate).



☐ Economic



☐ Governance



☐ Growth



☐ Learning



☐ Livable



☒ Safety



☐ Sustainability



☐ Transportation

SPRINTER

SALES PARTS SERVICE



warner vans
Authorized Sprinter Dealer

Warner Vans of Utah
5396 West 2400 South
West Valley, Utah 84120
Ph: 801-956-2701

Salesman: Pat Struhs
Email: patrick@sprinterutah.com
Quotation Date:
*Quotation Expires: End of Month of Quote
CAN:

Company/Customer:

Company: City of Idaho Falls
Contact: Lisa Lathouris
Address: PO Box 50220
City, St, Zip: Idaho Falls, ID 83402
Phone: 208.612.8446
Cell:
Fax:
Email: llathouris@idahofallsidaho.gov
Sales Rep: Patrick Struhs

Vehicle:

MODEL YEAR: 2019
MODEL: 2500 Cargo
COLOR: White
WHEELBASE: 144
ROOF: High
ENG/TRANS: 6 cyl turbo diesel/ 7 speed auto

VIN# TBD
MILES: NEW
STOCK # TBD
NEW/USED NEW
DRIVE 4X4

Price:

MSRP/LIST: \$64,690.00

Factory Incentives
Fleet Discount
Dealer Discount \$500.00
Other

TOTAL DISCOUNTS \$500.00

Price less incentive/discounts \$64,190.00

INCLUDED OPTIONS:

AFTER MARKET OPTIONS AND UPFITTING:

Upfit package- see proposal \$ 25,958.24
Delivery \$ 450.00

ADDITIONAL TERMS OR ADDENDUMS:

Summary:

TOTAL OF AFTER MARKET OPTIONS:	\$	26,408.24	
SELLING PRICE		\$90,598.24	
TRADE ALLOWANCE:			
BALANCE OWED ON TRADE:			
NET TRADE ALLOWANCE	\$	-	
CASH DOWN/DEPOSIT:			
TOTAL CREDITS:	\$	-	
SUB TOTAL LINE 42:	\$	90,598.24	
DEALER DOC FEES:	\$	195.00	
SUB TOTAL - TAXABLE ITEMS:	\$	90,598.24	
TRADE ALLOWANCE: LINE 41:	\$	-	
NET TAXABLE AMOUNT:	\$	90,793.24	
SALES TAX ON TAXABLE AMOUNT :	7.25%		
UTAH STATE REGISTRATION FEES:	Temp permit	\$	95.00
UTAH WASTE TIRE FEE:			
TOTAL OF ALL ITEMS ABOVE:	\$	90,888.24	
TOTAL CREDITS:	\$	-	
BALANCE DUE:	\$	90,888.24	

*Prices, terms and manufacture discounts are subject to change at anytime without notice.

Acknowledgement and approval to Process this Quote (initial AND date):

Customer: _____ Warner Vans Sales Rep: _____ Sales Manager: _____



MEMORANDUM

FROM: Chris H Fredericksen, Public Works Director

DATE: Friday, October 4, 2019

RE: Bid Award – Well 4 Well House Replacement

Item Description

On Thursday October 3, 2019 bids were received and opened for the Well 4 Well House Replacement project. A tabulation of bid results is attached.

Purpose

The purpose of the proposed bid award is to enter into contract with the lowest bidder to replace the well house at Well 4. The existing well house was constructed in 1948 and needs to be replaced. Well house replacement supports the community-oriented results of a safe and secure community and reliable public infrastructure.

Fiscal Impact / Financial Review

The cost allocation for this project will be provided by the water fund and sufficient funding and budget authority exist for completion of the proposed improvements.

Legal Review

N/A

Interdepartmental Review

Reviews have been conducted with all necessary departments to ensure coordination of project activities.

Recommended Action

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Petra, Inc., in an amount of \$1,544,904.00 and authorization for the Mayor and City Clerk to sign contract documents.



☐ Economic



☐ Governance



☐ Growth



☐ Learning



☐ Livable



☒ Safety



☐ Sustainability



☒ Transportation

City of Idaho Falls

Engineering Department Bid Tabulation

Project: WELL 4 WELL HOUSE REPLACEMENT
Submitted: Kent J. Fugal, P.E., PTOE
Number: 2-38-17-3-WTR-2018-24
Date: October 3, 2019

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Petra, Inc.		Eagle Rock Timber		Rivers West Construction, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
SPECIAL PROVISIONS											
SP-1	Well House Replacement	1	LS	\$1,575,000.00	\$1,575,000.00	\$1,544,904.00	\$1,544,904.00	\$1,625,000.00	\$1,625,000.00	\$2,163,800.00	\$2,163,800.00
TOTAL					\$1,575,000.00		\$1,544,904.00		\$1,625,000.00		\$2,163,800.00

CITY OF IDAHO FALLS
WELL 4 WELL HOUSE REPLACEMENT
PROJECT # 2-38-17-3-WTR-2018-24

AUGUST 2019
BID SET

MAYOR
REBECCA L. NOAH CASPER

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

ENGINEERING DIVISION
PUBLIC WORKS DIRECTOR CITY ENGINEER
CHRIS H. FREDERICKSEN, P.E. KENT J. FUGAL, P.E., PTOE
2019

OWNERS ACCEPTANCE

THE CITY OF IDAHO FALLS CERTIFIES THAT THE CITY ACCEPTS THE DRAWINGS AND ACCOMPANYING SPECIFICATIONS FOR THE CONSTRUCTION OF THIS PROJECT.

IDAHO FALLS CITY
DAVID RICHARDS, WATER SUPERINTENDENT

DATE

ENGINEER'S CERTIFICATE

J-U-B ENGINEERS, INC., CERTIFIES THAT THE CORPORATION WAS EMPLOYED TO PREPARE THE DRAWINGS AND SPECIFICATIONS FOR THE CONSTRUCTION OF THIS PROJECT IN IDAHO FALLS, IDAHO AND THAT THESE DRAWINGS AND ACCOMPANYING SPECIFICATIONS ARE THE INFORMATION TO BE SUBMITTED FOR APPROVAL.

J-U-B ENGINEERS, INC.
DELMAS W. JOHNSON, P.E.
PROJECT ENGINEER

DATE

NOTICE AND DISCLAIMER

THE PLANS AND/OR SPECIFICATIONS (DOCUMENTS) ARE THE PROPERTY OF J-U-B ENGINEERS, INC. ("J-U-B") AND BY USING THE DOCUMENTS YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS NOTICE AND DISCLAIMER.

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LAST UPDATED: 8/5/2019

SHEET NUMBER:

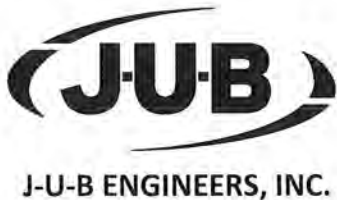
G-001

Sheet List Table	
Sheet Number	Sheet Title
General	
G-001	COVER
G-002	VICINITY MAP & GENERAL NOTES
G-003	LINE LEGEND & DETAIL KEY
G-004	SYMBOL LEGEND & ABBREVIATION
Civil	
V-101	EXISTING SITE PLAN
C-101	SITE DEMOLITION
C-102	OVERALL SITE AND YARD PIPING PLAN
C-103	SITE GRADING PLAN
C-301	SECTIONS
C-501	DETAILS
C-502	DETAILS
C-503	DETAILS
Landscape	
LP-001	PLANTING NOTES
LP-101	PLANTING PLAN
Architectural	
A-001	CODE COMPLIANCE, LEGENDS, AND ABBREVIATIONS
A-101	FLOOR PLAN
A-102	REFLECTED CEILING PLAN
A-103	ROOF PLAN
A-201	BUILDING ELEVATIONS
A-301	BUILDING SECTIONS
A-501	TYPICAL DOOR DETAILS
A-502	TYPICAL WINDOW DETAILS AND WALL ASSEMBLIES
A-503	GENERATOR ENCLOSURE GATE DETAILS
A-504	TYPICAL ROOFING DETAILS
Mechanical	
M-101	EXISTING PIPE REMOVAL
M-102	FLOOR DRAIN LAYOUT
M-103	PIPING PLAN
M-301	WELL AND PIPING SECTION
M-302	BOOSTER PUMP AND PIPING ELEVATION
M-303	PIPING SECTION
M-305	WELL SECTION
M-501	DETAILS
M-502	DETAILS
M-503	DETAILS
M-504	DETAILS
M-505	DETAILS
M-701	VENTILATION LAYOUT PLAN

Sheet List Table	
Sheet Number	Sheet Title
Structural	
S-001	GENERAL STRUCTURAL NOTES AND SPECIFICATIONS
S-002	GENERAL STRUCTURAL NOTES AND SPECIFICATIONS
S-101	FOUNDATION PLAN
S-102	ROOF FRAMING PLAN
S-301	TYPICAL WALL SECTIONS
S-302	TYPICAL WALL SECTIONS
S-303	TYPICAL WALL SECTIONS
S-304	TYPICAL WALL SECTIONS
S-501	TYPICAL CONCRETE DETAILS
S-502	TYPICAL CONCRETE DETAILS
S-503	TYPICAL CONCRETE DETAILS
S-504	TYPICAL CONCRETE DETAILS
S-505	TYPICAL MASONRY DETAILS
S-506	TYPICAL ROOF FRAMING DETAILS
S-507	TYPICAL ROOF FRAMING DETAILS
S-508	GLULAM BEAM CONNECTION DETAILS
S-509	TYPICAL GRATING DETAILS
S-801	WATER TANK MODIFICATION PLANS
Electrical	
E-101	LEGEND AND GENERAL NOTES
E-102	LEGEND & TABLES
E-201	ELECTRICAL SCHEDULES
E-301	POWER ONE-LINE DIAGRAM
E-302	CONTROL ONE-LINE DIAGRAM
E-303	RVSS CONTROL DIAGRAM
E-304	VFD CONTROL DIAGRAM
E-305	ELECTRICAL DIAGRAMS
E-401	ELECTRICAL SITE PLAN
E-402	PUMP STATION POWER PLAN
E-403	PUMP STATION I AND C PLAN
E-404	PUMP STATION LIGHTING PLAN
E-501	CP-1 MAIN CONTROL PANEL
E-601	INSTALLATION DETAILS, SHT 1
E-602	INSTALLATION DETAILS, SHT 2
E-603	INSTALLATION DETAILS, SHT 3
E-701	IDAHO FALLS POWER, SHT 1
E-702	IDAHO FALLS POWER, SHT 2



PROJECT NO. 80-18-503



677 SOUTH Woodruff Ave. Idaho Falls, ID 83401
p 208 932 4486 w www.jub.com

OTHER J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.



MEMORANDUM

FROM: Chris H Fredericksen, Public Works Director

DATE: Friday, October 4, 2019

RE: Bid Award – Mound Sanitary Sewer Lift Station Upgrade and 17th Street and Yellowstone Storm Lift Station Upgrade

Item Description

On Thursday October 3, 2019 bids were received and opened for the Mound Sanitary Sewer Lift Station Upgrade and 17th Street and Yellowstone Storm Lift Station Upgrade project. A tabulation of bid results is attached.

Purpose

The proposed bid award is to enter into contract with the lowest bidder to upgrade various sanitary and storm lift stations. The lift stations in question are old, have exceeded their anticipated life expectancy and need to be updated. These lift station upgrades support community-oriented results of a safe and secure community and reliable public infrastructure.

Fiscal Impact / Financial Review

The cost allocations for this project will be provided by the sewer fund and sufficient funding and budget authority exist for completion of the proposed improvements.

Legal Review

N/A

Interdepartmental Review

Reviews have been conducted with all necessary departments to ensure coordination of project activities.

Recommended Action

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, TMC Contractors, Inc., in an amount of \$266,027.00 and authorization for the Mayor and City Clerk to sign contract documents.



☐ Economic



☐ Governance



☐ Growth



☐ Learning



☐ Livable



☒ Safety



☐ Sustainability



☒ Transportation

City of Idaho Falls
Engineering Department
Bid Tabulation

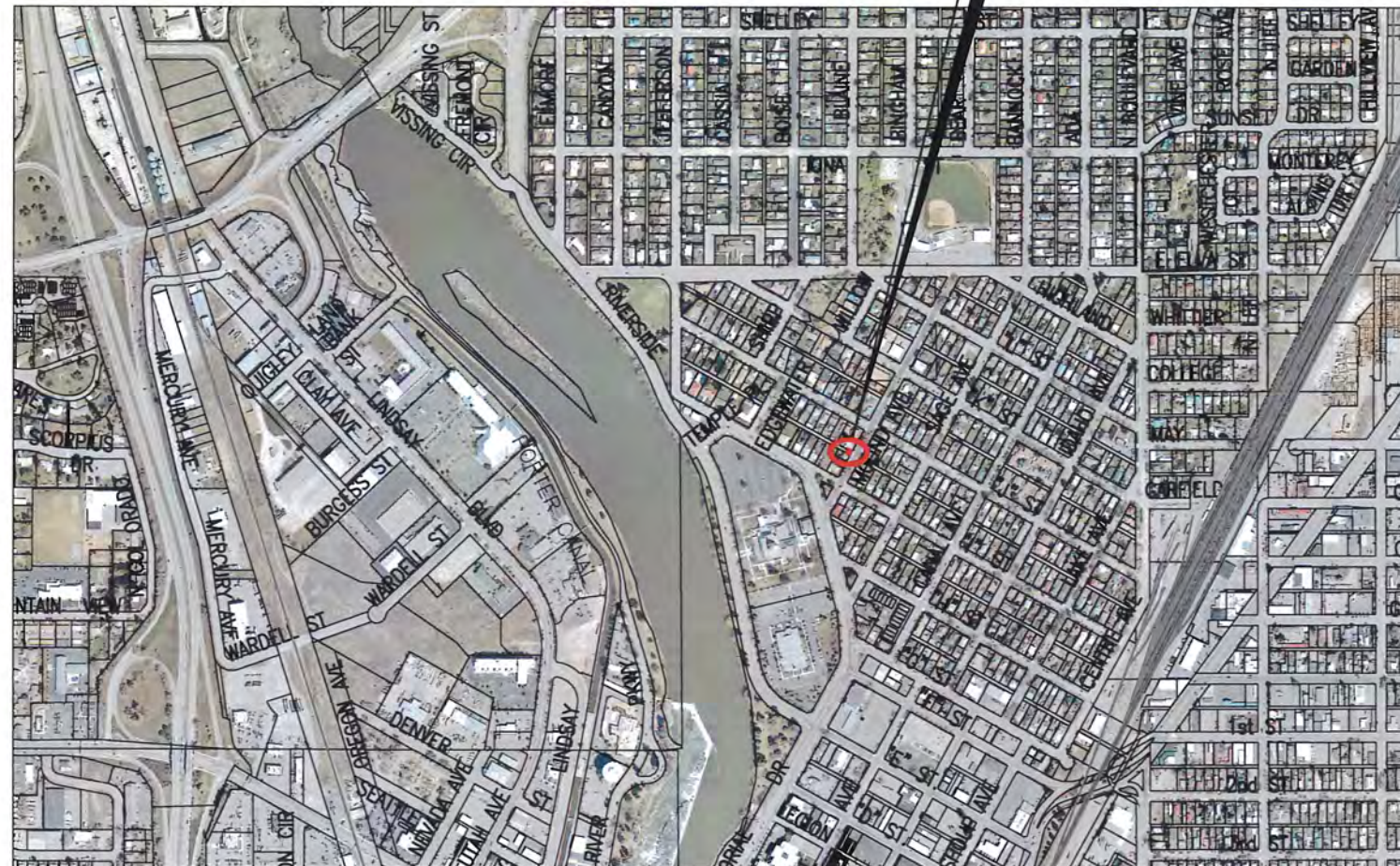
Project: Mound Sanitary Sewer Lift Station Upgrade
17th Street & Yellowstone Storm Lift Station Upgrade
Submitted: Kent J. Fugal, P.E., PTOE

Number: 2-38-18-3-SWR-2018-17
2-37-24-4-SDN-2019-19
Date: October 3, 2019

Submitted: Kent S. Pugh, P.E., P.O.E.		Date: October 3, 2019													
Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		TMC Contractors, Inc.		Eagle Rock Timber, Inc.		Ready Service Jobber, Inc.		GSE Construction Co., Inc.		
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	
DIVISION 600 - CULVERTS & STORM DRAINS															
6.01	603.4.1.A.1	Storm Lift Station	1	LS	\$180,000.00	\$180,000.00	\$136,250.00	\$136,250.00	\$228,800.00	\$228,800.00	\$260,094.00	\$260,094.00	\$300,000.00	\$300,000.00	
DIVISION 800 - AGGREGATES & ASPHALT															
8.01	802.4.1.A.1.a	6" Crushed Aggregate for Base, Type I	2	CY	\$40.00	\$80.00	\$1.00	\$2.00	\$225.00	\$450.00	\$85.00	\$170.00	\$2,700.00	\$5,400.00	
8.02	810.4.1.A.1.a	2.5" Plant Mix Pavement 1/2", PG 58-34	17	TON	\$85.00	\$1,445.00	\$825.00	\$14,025.00	\$350.00	\$5,950.00	\$400.00	\$6,800.00	\$640.00	\$10,880.00	
SPECIAL PROVISIONS															
SP-1	S0512	Upgrade Sanitary Sewer Lift Station	1	LS	\$100,000.00	\$100,000.00	\$115,750.00	\$115,750.00	\$124,800.00	\$124,800.00	\$173,768.00	\$173,768.00	\$181,120.00	\$181,120.00	
TOTAL						\$281,525.00		\$266,027.00		\$360,000.00		\$440,832.00		\$497,400.00	

MOUND SANITARY SEWER LIFT STATION UPGRADE PROJECT # 2-38-18-3-SWR-2018-17

PROJECT LOCATION



REVIEWED BY: WASTEWATER DIVISION
[Signature]
DATE: 5-31-19



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

2019

AS BUILT:																			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY																			
ENGINEERING DIVISION																			
MOUND SANITARY SEWER LIFT STATION UPGRADE TITLEPAGE																			
<table border="1"> <tr> <td>CHK BY:</td> <td>YG</td> <td>DES BY:</td> <td>RS</td> <td>DWN BY:</td> <td>RS</td> </tr> <tr> <td>FILE NO. 2-38-18-3-SWR-2018-17</td> <td colspan="2">DATE PLOTTED: 05/31/19</td> <td colspan="3">SHEET NO. 1 of 5</td> </tr> <tr> <td colspan="3">DWG NO. Main-Mound-Titlepage</td> <td colspan="3"></td> </tr> </table>	CHK BY:	YG	DES BY:	RS	DWN BY:	RS	FILE NO. 2-38-18-3-SWR-2018-17	DATE PLOTTED: 05/31/19		SHEET NO. 1 of 5			DWG NO. Main-Mound-Titlepage						
CHK BY:	YG	DES BY:	RS	DWN BY:	RS														
FILE NO. 2-38-18-3-SWR-2018-17	DATE PLOTTED: 05/31/19		SHEET NO. 1 of 5																
DWG NO. Main-Mound-Titlepage																			



MEMORANDUM

FROM: Chris H Fredericksen, Public Works Director

DATE: Friday, October 4, 2019

RE: Bid Award – Broadway Street Lights – Old Butte Road to Bellin Road

Item Description

On Friday October 4, 2019, bids were received and opened for the Broadway Street Lights – Old Butte Road to Bellin Road project. A tabulation of bid results is attached.

Purpose

The purpose of the proposed bid award is to enter into contract with the lowest bidder to place 11 street light foundations along Broadway between Old Butte Road and Bellin Road. There is currently no street lighting along this portion of Broadway. Street light installation supports the community-oriented results of a safe and secure community and reliable public infrastructure.

Fiscal Impact / Financial Review

The cost allocation for this project will be provided by the street capital improvement fund and sufficient funding and budget authority exist for completion of the proposed improvements.

Legal Review

N/A

Interdepartmental Review

Reviews have been conducted with all necessary departments to ensure coordination of project activities.

Recommended Action

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Wheeler Electric, Inc., in an amount of \$28,380.00 and authorization for the Mayor and City Clerk to sign contract documents.



☐ Economic



☐ Governance



☐ Growth



☐ Learning



☐ Livable



☒ Safety



☐ Sustainability



☒ Transportation

City of Idaho Falls

Engineering Department

Bid Tabulation

Project: BROADWAY STREET LIGHTS - OLD BUTTE TO BELLIN
Submitted: Kent J. Fugal, P.E., PTOE
Number: 2-37-22-1-STR-2019-36
Date: October 4, 2019

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Wheeler Electric, Inc.		Rivers West Construction, Inc.		Mountain West Electric, Inc.		Arco Electric Idaho, Inc.	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
SPECIAL PROVISIONS														
SP-1	S1120	Install Light Pole Foundation	11	EA	\$2,800.00	\$30,800.00	\$2,580.00	\$28,380.00	\$4,586.00	\$50,446.00	\$7,500.00	\$82,500.00	\$8,597.00	\$94,567.00
TOTAL						\$30,800.00	\$28,380.00	\$50,446.00	\$82,500.00			\$94,567.00		

BROADWAY STREET LIGHTS OLD BUTTE TO BELLIN PROJECT # 2-37-22-1-STR-2019-36

PROJECT LOCATIONS



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

2019

AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
ENGINEERING DIVISION			
BROADWAY STREET LIGHTS OLD BUTTE TO BELLIN			
CHECK BY: K.J.F.	DESIGN BY: Y.G.	DRAWN BY: Y.G.	
FILE NO. 2-37-22-1-STR-2019-36	DATE PLOTTED: 09/23/19	SHEET NO. 1 OF 2	
DWG NO. STR-2019-36 Title Page			

September 23, 2019 - Unapproved

The City Council of the City of Idaho Falls met in Council Work Session, Monday, September 23, 2019, 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 Thomas Hally
Councilmember John Radford
Councilmember Shelly Smede
Councilmember Jim Francis
Councilmember Michelle Ziel-Dingman
Councilmember Jim Freeman

Also present:

DaNiel Jose, Bonneville Metropolitan Planning Organization (BMPO)
Dana Briggs, Economic Development Coordinator
Jon Perry, Training Chief
Scott Wetzels, Training Captain
Kerry Hammon, Fire Department Public Information Officer
Kathy Hampton, City Clerk

Calendars, Announcements and Reports:

September 24, Distinguished Under 40
September 25, Groundbreaking at Snake River Landing
September 26, Idaho Falls Power (IFP) Board Meeting; Civic Auditorium Ribbon Cutting; Chamber CEO Speaker Series; Museum of Idaho (MOI) Expansion Ribbon Cutting; Idaho Falls Fire Department (IFFD) Fire Prevention Block Party; and, City Council Meeting
September 27, MOI:2 Grand Openings
September 28, American Foundation for Suicide Prevention (AFSP) Suicide Prevention Walk
October 1, Center for Advanced Energy Studies (CAES) 10th Anniversary Celebration
October 3, Eastern Idaho Chamber Legislative Forum; and, Brick House Recovery Ribbon Cutting
October 4, 13th Annual Policeman's Ball
October 7, City Council Work Session
October 10, Groundbreaking Idaho State Veterans Cemetery; and, 2019 Scouting Stars
October 11, Hoedown for Humanity
October 14, Idaho National Laboratory (INL) Ribbon Cutting
October 17, Fiber Launch Party
October 21, City Council Work Session
October 24, City Council Meeting
October 25, Idaho Falls Arts Council (IFAC) Event

Mayor Casper recognized an appreciation letter received by Bay County Emergency Services to those local individuals who assisted with emergency operations following Hurricane Michael in the previous year. Mayor Casper introduced Ms. Jose who briefly described the international Walk to School Day to be held on October 2, 2019. Ms. Jose stated Walk to School Day has been occurring for several years which encourages students to walk and/or bike to school. Five (5) schools in District 91 and nine (9) schools in District 93 will be participating in the event. She invited all elected officials to participate in this event. Mayor Casper stated travel reimbursements will be included in a regular paycheck. She also stated the Association of Idaho Cities (AIC) Board will be meeting on October 18 to discuss upcoming legislative issues. Brief discussion followed regarding a quorum for the IFP Board Meeting and City Council Meeting to be held on September 26. Mayor Casper stated a Signage and Wayfinding Program was established in 2012. She indicated several requests/additions have been received over the course of years regarding signs, therefore, a committee was formed to govern signage. Ms. Briggs, as chair of the committee, requested any

September 23, 2019 - Unapproved

community requests regarding signage be submitted to herself as guidelines have been established regarding new and existing signs. She briefly recognized additional committee members.

Liaison Reports and Council Concerns:

Councilmember Hally acknowledged Ms. Briggs, Mayor Casper, and Catherine Smith for their recent presentation at City Club. He also reiterated the Policeman's Ball to be held October 4.

Councilmember Smede stated the Library Board Meeting will be held on September 26. She expressed her appreciation for the recent Library card day event.

Councilmember Freeman stated the Ice Arena opening day will be October 5; Boo at the Zoo will be held October 24-26; and, an adult masquerade and costume event at the zoo will be held October 18.

Councilmember Francis reiterated the IFFD Block Party on September 26.

Councilmember Radford reiterated the INL Ribbon Cutting on October 14 and the Fiber Launch Party on October 17. He stated he recently visited the Police Department and Fire Department in Winter Park, Florida. He noted both facilities were located in one (1) building. Brief comments followed.

Councilmember Dingman stated the Airport is improving the security processes which will be submitted to the Transportation Security Administration (TSA). She commended Airport Director Rick Cloutier for his efforts to improve the security at the Airport. Councilmember Dingman also stated the Targhee Regional Public Transportation Authority (TRPTA) Board of Directors will be publically auctioning the TRPTA vehicles and office equipment. A preview of items will be held October 4 with the auction occurring on October 6.

Cardiopulmonary Resuscitation (CPR) Demonstration and Training:

Chief Perry stated his previous agency participated in CARES – Cardiac Arrest Registry to Enhance Survival. He stated data collection, beginning January 1, 2019, provides information for the agency as well as community response regarding cardiac arrest. Chief Perry reviewed the algorithms for the Utstein Survival Report since January 1, 2019 including non-traumatic etiology survival rates and bystander intervention rates. He emphasized the importance of bystander CPR. Chief Perry also reviewed demographics of cardiac services including gender, age, and, location type. He stated public education is important for CARES. He indicated hands-only CPR/compression continues to allow oxygen to the blood in the event there is fear of mouth-to-mouth resuscitation. An Automated External Defibrillator (AED) can also provide assistance if available. Mayor Casper questioned the possibility of the AED being used incorrectly on a victim. Chief Perry stated the AED is designed for a first-time user. He reiterated public education. He indicated chest compressions is the key and should be applied prior to the AED. He also indicated adult compressions should be applied approximately 2 inches inward, the compression should also allow full expansion of the chest. Captain Wetzel demonstrated chest compressions on the training dummy stating approximately 100 compressions should be applied per minute. Mayor Casper questioned the length of time for compressions. Captain Wetzel stated compressions should continue for 4-5 minutes, at that time Emergency Medical Services (EMS) should be arriving from a number of locations. He also demonstrated the AED device on the training dummy, stating the AED will announce the length of compressions. Captain Wetzel indicated breaths can be given if the individual is comfortable with the technique but EMS does not want the lack of breathing to be the lack of CPR. He believes community involvement may have a better outcome for victims. He also stated the PulsePoint mobile app could be helpful. Mayor Casper questioned if there is a specific time of year for CPR victims. Captain Wetzel stated data is not currently available. General brief discussion followed, including AED devices in City-owned buildings. Ms. Hammon stated AED devices are approximately \$1000 per device. Chief Perry briefly reviewed the PulsePoint app. He stated the AEDs can be registered on the app.

There being no further business, the meeting adjourned at 4:18 p.m.

CITY CLERK

MAYOR

September 26, 2019 - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, September 26, 2019, 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 Jim Francis
Councilmember John Radford
Councilmember Michelle Ziel-Dingman
Councilmember Shelly Smede
Councilmember Jim Freeman

Absent:

Councilmember Thomas Hally

Also present:

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

Pledge of Allegiance:

Mayor Casper requested Paige Prairie, an 8th grade student at Taylorview Middle School and daughter of Idaho Falls Power (IFP) Director Bear Prairie, to lead those present in the Pledge of Allegiance.

Public Comment:

Mayor Casper requested any public comment not related to items currently listed on the agenda or not related to a pending matter.

Carolyn Abbott appeared. Ms. Abbott stated she has three (3) issues. 1-Recycling, Ms. Abbott indicated it is really bad that there is nowhere to put plastics or paper. She believes the plastic companies should be contacted because if these companies are going to make plastic, then they should figure out how to recycle it. Ms. Abbott noted she has been arguing this cause for radioactive waste and hazardous waste for approximately 30 years. 2-Idaho Falls Power solar power, Ms. Abbott questioned the changes and possible credit. She indicated she was told by a solar company that she did not qualify for solar power due to the location of her residence. 3-Homeless, Ms. Abbott stated for the previous year she has been trying to help individuals who have been living in their vehicle or a small recreational vehicle (RV) and there is no place to park for an extended period of time. Ms. Abbott questioned the empty parking lots. She believes the City should address this issue as rules could be followed to allow parking. She believes most individuals are very responsive.

Consent Agenda:

Public Works requested approval of minutes from the August 28, 2019 Annual Public Works Department Utility Meeting.

Municipal Services requested approval of purchase of Technology Storage Systems for Municipal Services Department.

Idaho Falls Power requested approval of Contract with First Call Jewel for Heating System Upgrade.

September 26, 2019 - Unapproved

The City Clerk requested approval of minutes from the September 9, 2019 Council Work Session and Executive Session; and, September 12, 2019 Council Meeting; License Applications, including Beer Licenses to 1 Fine Café; Albertsons, 17th Street; Albertson's, Broadway; Black Bear Diner; Blue Hashi; Blue Wave; Boozer Quick Stop; Bowlero; Buck's; Copper Rill Restaurant; El Rinconcito Authentic Mexican Food; Ford's Bar; Golden Crown Lounge; Hampton Inn; Hitt the Road; Holiday Oil; Jaker's of Idaho Falls; Krung Thep; Los Panchos; Maverik Country Store, Sunnyside; Maverik Country Store, Broadway; Maverik Country Store, Woodruff; Midget Market; Muddys Place; Outback Steakhouse; Plum Loco; Puerto Escondido; Roadrunner Pit Stop; Rogelio La Yesca; Sam's Club; Sandpiper East; Seventeenth Street Gas & Wash; Short Stop Market; Sizzler Family Steak House; Smith's Food & Drug; Smokin Fins; Sneekers Bar & Grill; Snow Eagle Brewing & Grill; Tap-N-Fill; That One Place Lounge; The DEC – Downtown Event Center; Tobacco Connection, Broadway; Tobacco Connection, S. Utah; Walmart; Walmart Fuel Station; and, Winco Foods, all carrying the required approvals.

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

Regular Agenda:

Community Development Services

Subject: Ordinance Amending Certain Street Names for Consistency and Correct Spellings

For consideration is an ordinance amending the names of certain streets throughout the City. These changes correct spellings and unify streets with the same name that previously had different spellings. This assists in more consistent addressing, provides overall consistency, and promotes consistent emergency response.

Councilmember Smede clarified Yukatan will be changed to Yucatan with a 'c'. Councilmember Freeman stated, as a former firefighter, these street names were confusing and difficult to respond to. He believes there may be additional changes.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Ordinance amending certain street names throughout the City under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Freeman, Francis, Radford, Smede, Dingman. Nay – none. Motion carried.

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

ORDINANCE NO. 3272

AN ORDINANCE CHANGING THE SPELLING OF LA PALOMA DRIVE TO LAPOLOMA DRIVE; YUCATAN WAY TO YUKATAN WAY; FOX RUN DRIVE TO FOXRUN DRIVE; EAST VIEW DRIVE TO EASTVIEW DRIVE; CAPITOL AVENUE AND CAPOTIL AVENUE TO CAPITAL AVENUE; TELLEDEGA STREET TO TALLADEGA STREET; CASSIOPEA STREET TO CASSEOPEIA STREET; CHANGING THE NAME OF PIONEER LANE TO PIONEER ROAD; BRENTWOOD STREET AND TERRACE DRIVE BETWEEN BRENTWOOD DRIVE AND S SKYLINE DRIVE TO BRENTWOOD DRIVE; MILLIGAN AVENUE TO MILLIGAN ROAD; WEST BROADWAY FROM THE WESTERN CITY BOUNDARY TO N EASTERN AVENUE, BROADWAY STREET, WEST BROADWAY AVENUE, AND WEST BROADWAY AVENUE TO BROADWAY; HEMMERT DRIVE TO HEMMERT AVENUE; S 21ST WEST AND STODDARD ROAD TO GRIZZLY AVENUE; AND GLASS MTN BOULEVARD TO GLASS MOUNTAIN BOULEVARD; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING AN EFFECTIVE DATE WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE.

September 26, 2019 - Unapproved

Subject: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Southpoint Division No. 9

For consideration is the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Southpoint Division No. 9. The Planning and Zoning Commission considered the plat at its June 4, 2019, meeting and recommended approval by unanimous vote.

Councilmember Smede stated there are 23 total lots, 22 of which are buildable. The subdivision includes a park storm pond with a sheltered facility.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Development Agreement for Southpoint Division No. 9, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Radford, Francis, Smede, Freeman. Nay – none. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to accept the Final Plat for Southpoint Division No. 9, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Radford, Freeman, Smede, Francis, Dingman. Nay – none. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Southpoint Division No. 9, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smede, Dingman, Freeman, Francis, Radford. Nay – none. Motion carried.

Subject: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Ivywood Subdivision Division No. 2

For consideration is a Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Ivywood Subdivision Division No. 2. The Planning and Zoning Commission considered the plat at its January 8, 2019 meeting and recommended approval by unanimous vote.

Councilmember Smede stated this area was annexed in November 2015 and Division 1 was approved in February 2016. This second division will tie into the existing development street network. Councilmember Smede also stated Division 2 has 46 lots with two (2) of the lots unbuildable. The unbuildable lots include the canal lot and the storm pond.

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

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to accept the Final Plat for Ivywood Subdivision Division No. 2, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Dingman, Smede, Francis, Freeman, Radford. Nay – none. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Ivywood Subdivision Division No. 2, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Radford, Smede. Nay – none. Motion carried.

Municipal Services

Subject: Approval of Professional Services Agreement with Zions Public Finance, Inc

It is the recommendation of the Municipal Services Department to approve a professional services agreement with Zions Public Finance, Inc. for municipal advisory services. The purpose of this professional services agreement is to enlist an expert in the municipal bonding environment to assist the City in identifying viable financial alternatives to build a new Police Station.

Councilmember Radford stated the Council previously met with Zions Public Finance. To the response of Councilmember Francis, Municipal Services Director Pamela Alexander clarified the particular section of the agreement that would apply to the City. Councilmember Francis noted the 'out-clause' which provides options moving forward. Mayor Casper noted this agreement will engage Zions Bank to act as the City's fiduciary.

It was moved by Councilmember Radford, seconded by Councilmember Smede, to approve the Professional Services Agreement with Zions Public Finance, Inc, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smede, Dingman, Radford, Freeman, Francis. Nay – none. Motion carried.

Parks and Recreation

Subject: Veterinary Services Independent Contractor Agreement

For your review is the Independent Contractor Agreement renewal between the City of Idaho Falls and Dr. Rhonda Aliah for the purpose of providing veterinary services at the Idaho Falls Zoo at Tautphaus Park from October 1, 2019 through September 30, 2020.

Councilmember Freeman stated Dr. Aliah has been the zoo veterinary for more than 20 years. He believes her experience is very important and the City is lucky to have her. Councilmember Radford expressed his appreciation to Dr. Aliah for her care for the animals. To the response of Councilmember Dingman, Councilmember Freeman stated there is a slight increase of cost in the agreement.

It was moved by Councilmember Freeman, seconded by Councilmember Radford, to approve the Veterinary Services Independent Contractor Agreement, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Francis, Radford, Dingman, Smede, Freeman. Nay – none. Motion carried.

Public Works

Subject: Change Order No. 4 – Wastewater Primary Treatment Plant Upgrades Project

For consideration is Change Order No. 4 for the Primary Treatment Plant Upgrades project. This change order addresses numerous items encountered on the project with associated work change directives.

Public Works Director Chris Fredericksen stated in April 2017 there was a bid for major improvements to the Wastewater Treatment Facilities. The original contract was for \$10,354,000 which is a substantial investment to ensure the river remains clean with the water discharge. Director Fredericksen stated this change order will serve as the final accounting for the project. He noted in the change order there is a credit back to the City for delays the contractor experienced. He stated the credit is approximately \$80,000 and of that the total change order is \$68,528.00. He also noted an additional 134 days was added to the contract. In all, the total change order increases in costs on this contract is \$195,069 which is 1.9% of the actual original contract price. Director Fredericksen commended the consultant and staff members.

It was moved by Councilmember Freeman, seconded by Councilmember Francis, to approve Change Order 4 to reflect the total cost of the changes of \$68,528 for the Primary Treatment Upgrades project, and give authorization

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for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Freeman, Radford, Smede, Francis, Dingman. Nay – none. Motion carried.

Airport

Subject: Ratification of Signatures on AIP 45 and AIP 46 Grant Acceptance

The Idaho Falls Regional Airport recommends City Council approval of the acceptance of the federal aviation grants for Airport Improvement Program (AIP) 45 and AIP 46 for the total of \$4,125,000, and ratification of the Mayor's signature on the grant paperwork. Grant acceptance paperwork was received by the Airport on Monday, September 23, 2019 and had to be returned with signatures to the Federal Aviation Administration (FAA) by Wednesday, September 25, 2019, or else forfeit funding. In order to secure these Grants, the Mayor and City Attorney signed the grant acceptance documents to ensure that the Airport is able to proceed with capital improvements to the Airport facility.

Councilmember Dingman stated this is the Council's formal consent to make the agreement officially valid as the Council is well aware of the grants details which were presented in August. She stated the first grant is for Snow Removal Equipment and Terminal Building Phase 1. The second grant deals with the reconstruction of the runway and taxiways which is to be completed in summer of 2020. Mayor Casper noted there was no objection to the Council vote and ratification during the August discussion. Councilmember Dingman stated this is a 93.75% project grant with the remaining 6.25% to be covered by the City. She noted this expense was included in the Airport's budget and is part of the Airport 5-year Capital Improvement Plan.

It was moved by Councilmember Dingman, seconded by Councilmember Radford, to ratify the signatures of the Mayor and City Attorney on the required FAA grant acceptance documents and thus approve AIP 45 & 46 for a total of \$4,125,000. Roll call as follows: Aye – Councilmembers Radford, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

Idaho Falls Power

Subject: Approval of Carbon Free Resolution

It is the recommendation of Idaho Falls Power (IFP) to accept and approve a resolution establishing a formal commitment to maintain our City's clean and carbon-free electricity generation resources and to work to integrate community-wide, where economically viable, the use of clean energy.

Councilmember Radford stated IFP is a fundamental link to the City. He recognized the vision of City leaders who started the electrical process through hydro generation and, the benefit that the City sees 100 years later. He noted the power generation is already 100% carbon-free. Councilmember Radford read the Whereas Statements in the resolution. He stated the City can be proud of this opportunity. Councilmember Smede noted this resolution is on the heels of the no rate increase announcement. She believes the energy is high quality and economically frugal. Mayor Casper stated the few local residents using electric vehicles are maintaining their carbon-free footprint. Councilmember Francis believes the 100% carbon-free generation opens the door for use for additional electric use. He recognized the commitment by the City. Mayor Casper believes low rates and clean energy are economically attractive.

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

RESOLUTION NO. 2019-22

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A RESOLUTION OF THE CITY COUNCIL OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ESTABLISHING A FORMAL COMMITMENT TO MAINTAIN CLEAN, CARBON-FREE ELECTRICITY GENERATION AND ESTABLISHING THAT, WHERE ECONOMICALLY VIABLE, THE CITY WILL WORK TO INTEGRATE CLEAN ENERGY USE ACROSS ALL CITY OPERATIONS TO ENSURE A STRONG AND RESILIENT ECONOMY AND CITY.

Subject: Approval of Amended Ordinance Title 8, Chapter 5

It is the recommendation of Idaho Falls Power (IFP) to accept and approve the City Ordinance amending Title 8, Chapter 5 by adjusting and clarifying definitions, billing, and, business practices; adding access to City facilities as a condition of customer Electric and Fiber Optic Services; and, setting conditions for current opt-out residential customers.

Councilmember Radford stated this item was discussed in detail at the September 26, 2019 IFP Board Meeting. Mayor Casper stated access to meters is important to continue to provide service and make repairs. Councilmember Freeman stated access issues have become more apparent with the fiber project.

It was moved by Councilmember Radford, seconded by Councilmember Freeman, to approve the ordinance amending Title 8, Chapter 5, under a suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Freeman, Francis, Radford, Smede, Dingman. Nay – none. Motion carried.

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

ORDINANCE NO. 3273

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 8, CHAPTER 5 BY ADJUSTING AND CLARIFYING DEFINITIONS AND BILLING AND BUSINESS PRACTICES; ADDING ACCESS TO CITY FACILITIES AS A CONDITION OF CUSTOMER ELECTRIC AND FIBER OPTIC SERVICE; SETTING CONDITIONS FOR CURRENT OPT OUT RESIDENTIAL CUSTOMERS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Subject: Approval of Amended Ordinance Title 8, Chapter 13

It is the recommendation of Idaho Falls Power (IFP) to accept and approve the City Ordinance amending Title 8, Chapter 13 by clarifying and adjusting definitions, billing, and, business practices for dark and lit fiber and adding access to City facilities as a condition of Electric and Fiber Services.

Councilmember Radford stated this item was also discussed at the September 26, 2019 IFP Board Meeting.

It was moved by Councilmember Radford, seconded by Councilmember Dingman, to approve the ordinance amending Title 8, Chapter 13, under a suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Dingman, Radford, Francis, Smede, Freeman. Nay – none. Motion carried.

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

ORDINANCE NO. 3274

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 8, CHAPTER 13 BY CLARIFYING AND ADJUSTING DEFINITIONS AND BILLING AND BUSINESS PRACTICES FOR DARK AND LIT FIBER; ADDING ACCESS TO CITY FACILITIES AS A CONDITION OF ELECTRIC AND FIBER

September 26, 2019 - Unapproved

SERVICES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Announcements:

Mayor Casper stated several renovations at the Civic Center for the Performing Arts have concluded and, two (2) grand opening events will be forthcoming at the Museum of Idaho.

Executive Session:

It was moved by Councilmember Radford, seconded by Councilmember Smede, to move into Executive Session as has been called pursuant to the provisions of Idaho Code Section 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated, but imminently likely to be litigated. The Executive Session will be held in the City Annex Conference Room. At the conclusion of the Executive Session the Council will reconvene into Regular Council Meeting. Roll call as follows: Aye – Councilmembers Radford, Freeman, Smede, Francis, Dingman. Nay – none. Motion carried.

The City Council of the City of Idaho Falls met in Special Council Meeting (Executive Session), Thursday, September 26, 2019, in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 8:14 p.m.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Jim Francis
Councilmember John Radford
Councilmember Shelly Smede
Councilmember Jim Freeman
Councilmember Michelle Ziel-Dingman

Also present:

Chris Fredericksen, Public Works Director
Michael Kirkham, Assistant City Attorney
Randy Fife, City Attorney

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

There being no further business, the Executive Session concluded at 8:36 p.m. and the Council reconvened into Regular Council Meeting.

Public Works

Public Works requests City Council to review, provide direction, or make a decision on a proposed settlement between the City and H-K Contractors.

It was moved by Councilmember Freeman, seconded by Councilmember Francis, to approve the proposed settlement with H-K Contractors on the bid on S. 15th E. Roll call as follows: Aye – Councilmembers Smede, Dingman, Freeman, Francis, Radford. Nay – none. Motion carried.

September 26, 2019 - Unapproved

For further clarification, it was then moved by Councilmember Freeman, seconded by Councilmember Francis, to authorize the Mayor to sign the agreements. Roll call as follows: Aye – Councilmembers Radford, Francis, Freeman, Dingman, Smede. Nay – none. Motion carried.

Executive Session:

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

The City Council of the City of Idaho Falls met in Special Council Meeting (Executive Session), Thursday, September 26, 2019, in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 8:45 p.m.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Jim Francis
Councilmember John Radford
Councilmember Shelly Smede
Councilmember Jim Freeman
Councilmember Michelle Ziel-Dingman

Also present:

Ronnie Campbell, Parks and Recreation Superintendent
Michael Kirkham, Assistant City Attorney
Randy Fife, City Attorney

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

There being no further business, the Executive Session adjourned at 8:50 p.m.

REGULAR

AGENDA:



MEMORANDUM

FROM: Idaho Falls Regional Airport

DATE: Monday, October 7, 2019

RE: Regular Agenda, Approve and Authorize the Contract and Notice of Award to Knife River Construction.

Item Description

It is the recommendation of the Idaho Falls Regional Airport to approve on the Regular Agenda, the Notice of Award to Knife River Construction. The Contract price is \$1,824,292.

Purpose

The purpose of this project is to relocate runway 17 end and connecting taxiway, remove taxiway A from taxiway A1 to runway 17, and to construct taxiway H from taxiway A to taxiway B. This project is being completed to increase safety of departing and arriving aircraft. This was identified by the FAA as a safety concern. At the September 26, 2019 City Council Meeting the City Council approved the acceptance of the FAA AIP grant #46-2019 for this project. This approved grant will fund 93.75% of this project with the remainder being funded from airport budget.

Fiscal Impact / Financial Review

This project is 93.75% funded from FAA AIP grant 046-2019. The breakdown is as follows: FAA funded amount is \$1,710,274, the airport share of the project is \$114,018.

Legal Review

This notice of award has been reviewed approved by the Legal Services Department.

Interdepartmental Review

Municipal Services has reviewed as part of the budget process.

Recommended Action

It is the recommendation of the IFRA staff that the City Council approve this Notice of Award and Contract and authorized the Mayor and City Clerk execute the necessary documents.



☐ Economic

☐ Governance

☒ Growth

☐ Learning



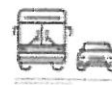
☐ Livable



☒ Safety



☒ Sustainability



☒ Transportation

NOTICE OF AWARD

Date of Issuance:

Owner: City of Idaho Falls, Idaho

Engineer: T-O Engineers

Project: Idaho Falls Regional Airport

Owner's Contract No.: FAA/AIP No. 3-16-0018-045

Engineer's Project No.: 190200

Contract Name: Relocate Runway 17 End and Connecting
Taxiway, Remove Taxiway A from Taxiway A-1 to Runway 17,
Construct Taxiway H from Taxiway A to Taxiway B

Bidder: Knife River Corporation -

Mountain West

Bidder's Address: 5450 West Gowen Road

Boise, ID 83709

TO BIDDER:

You are notified that Owner has accepted your Bid dated July 17, 2019 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: **Relocate Runway 17 End and Connecting Taxiway, Remove Taxiway A from Taxiway A-1 to Runway 17, Construct Taxiway H from Taxiway A to Taxiway B.**

The Contract Price of the awarded Contract is: **\$ 1,824,292.00**

3 unexecuted counterparts of the Agreement accompany this Notice of Award.

5 sets of the Contract Documents and Drawings have been transmitted or made available to Bidder, or will be delivered separately.

You must comply with the following conditions within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 3 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreements the Contract Security (Payment and Performance Bonds) and Certificates of Insurance as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):
 - a. Award of this Contract is Subject to the approval of the Federal Aviation Administration.
 - b. The Contractor should be prepared to receive a Notice to Proceed with an effective date for commencement of construction on _____.
 - c. Complete Public Works Contract Report (WH-5) and submit to Idaho State Tax Commission within thirty days of award.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Idaho Falls, Idaho

Authorized Signature

By: _____

Title: _____

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between City of Idaho Falls, Idaho ("Owner") and
Knife River Corporation – Mountain West ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Relocate Runway 17 End and Connecting Taxiway, Remove Taxiway A from Taxiway A-1 to Runway 17, Construct Taxiway H from Taxiway A to Taxiway B

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Relocate Runway 17 End and Connecting Taxiway, Remove Taxiway A from Taxiway A-1 to Runway 17, Construct Taxiway H from Taxiway A to Taxiway B
Idaho Falls Regional Airport
Idaho Falls, Idaho
FAA/AIP Project No. 3-16-0018-045

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by T-O ENGINEERS, 2471 S. Titanium Place, Meridian, ID 83642-6703.
- 3.02 The Owner has retained T-O ENGINEERS ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Contract Times: Days*

The Work will be substantially completed and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions in accordance with following:

<u>Phase</u>	<u>Description</u>	<u>Completion Limit</u>	<u>Liquidated Damages per Calendar Day</u>
1	Construct Taxiway D inside the Taxiway A Object Free Area and Remove Taxiway B	12 Calendar Days	\$2,000
1A	Remove Taxiway A and Runway 17 inside the Runway 21 Threshold Siting Surface	5 Calendar Days	\$5,000
1	Complete Phase 1	12 Calendar Days	\$5,000
2	Construct Taxiway D and Taxiway B	40 Calendar Days	\$2,000
3	Remark Runway 17-35 and Taxiway B and Relocate Runway Guard Lights	2 Calendar Days	\$2,000
4	Permanent Pavement Marking	1 Calendar Day	\$2,000

The days indicated are the number of days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amount(s) specified in Paragraph 4.02 for each phase for each day that expires after the time specified in Paragraph 4.02 for Final Completion of each phase until each phase of the Work is complete.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the unit prices stated in Contractor's Bid, attached hereto as Exhibit 5. In addition, Exhibit 6 includes a revised Bid Tab with revised quantities and a revised total contract price of \$1,824,292.00.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **26th day** of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such

Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions and in the case of Unit Price Work based on the number of units completed.

1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract and in accordance with Specification Section 007002 Federal Aviation Administration General Provisions, Section 90 - Measurement and Payment.
 - a. 95 percent of Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. The Contractor is notified and accepts by execution of the Agreement, that progress payments may not be made for up to 60 (sixty) days from the date of approval of the payment request by the Owner.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06 and Specification Section 007002 Federal Aviation Administration General Provisions and Contract Provisions.

6.04 *Payments to Subcontractors*

- A. The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Contractor receives from the Owner. The Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the Owner. This clause applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subcontractors. Failure by the Contractor to carry out these requirements shall be a material breach of the agreement.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 5 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications as bearing the title: **Relocate Runway 17 End and Connecting Taxiway, Remove Taxiway A from Taxiway A-1 to Runway 17, Construct Taxiway D from Taxiway A to Taxiway B**, dated June 2019, to include, but not limited to Contract

Documents, Specifications, General Conditions, and Supplementary Conditions - Owner and consisting of divisions and pages, as listed in Table of Contents, dated May 2019, thereof, copy of Table of Contents attached as **Exhibit 1**.

7. Drawings (not attached but incorporated by reference) bearing the title: **Relocate Runway 17 End and Taxiway B, Remove Taxiway A from Taxiway A-1 to Runway 17, Construct Taxiway D**, dated June 2019, consisting of sheets numbered 1 through 36, inclusive, as listed in the Index of Drawings. A copy of Index of Drawings attached as **Exhibit 2**.
8. Addenda (Numbers 1 & 2). A copy of the cover page of each addenda has been attached as **Exhibit 3** and **Exhibit 4**.
9. Additional Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid attached as **Exhibit 5**.
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
11. Contract Prevailing Wage Rates included in the Construction Documents, dated March 29, 2019.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. The Contractor, in consideration of securing the business of constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable becomes payable, agrees:
 - 1. To pay promptly when due all taxes, (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term to this Agreement, whether or not the same shall be payable at the end of such term;
 - 2. That if the said taxes, excises, and licenses fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
 - 3. That, in the event of his default in the payment or securing of such taxes, excises, and licenses fees, to consent that the department, officer, board, or taxing unit entering into this Agreement may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said Contractor is liable.
- B. Pursuant to the provisions of section 63-1504 of the Idaho Code, before final payment can be made, the Contractor shall furnish to the Owner, evidence that he has paid all taxes,

excises, and license fees due to the state and its taxing units, due and payable during the term of the contract for such construction, and that he has secured all such taxes, excises, and license fees liability for the payment of which has accrued during the term of such contract, notwithstanding they may not yet be due or payable.

- C. Work shall not commence until Pre-Construction Conference has been held at a mutually agreed to time and place.
- D. The Contractor shall not commence work on the project until receipt of the Notice to Proceed. Contract time shall commence on the effective date of the Notice to Proceed.
- E. No work shall be authorized prior to the execution of the FAA Grant Offer and approval by the FAA of the accepted offer.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Idaho Falls

Knife River Corporation – Mountain West

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

5450 West Gowen Road

Boise, ID 83709

**IDAHO FALLS REGIONAL AIRPORT
IDAHO FALLS, IDAHO**

**Relocate Runway 17 End and Connecting Taxiway
Remove Taxiway A from Taxiway A-1 to Runway 17
Construct Taxiway D from Taxiway A to Taxiway B**

**FAA/AIP Project No. 3-16-0018-045
Date May 2019**

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 - 002115 Instructions to Bidders (C-200)
- II. BID PROPOSAL**
 - 004100 Bid Form (C-410)
 - 004196 Contractor's Supplemental Equipment Rate Schedule
 - 004300 Bid Bond
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 - 006100 Construction Performance Bond (C-610)
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- 011100 Summary of Work
- 011415 Airport Access Control
- 013119 Project Meetings
- 013216 Project Construction Progress Schedule
- 013323 Submittals, Shop Drawings and Samples
- 013513 Construction Safety and Phasing Plan
- 013523 Airport Project Safety Procedures
- 014516 C-100 Quality Control
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- 015515 Construction and Haul Roads
- 015526 Traffic Control and Regulation
- 015600 Dust Control
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**IDAHO FALLS REGIONAL AIRPORT
IDAHO FALLS, IDAHO**

**Relocate Runway 17 End and Connecting Taxiway
Remove Taxiway A from Taxiway A-1 to Runway 17
Construct Taxiway D from Taxiway A to Taxiway B**

**FAA/AIP Project No. 3-16-0018-045
Date May 2019**

TECHNICAL SPECIFICATIONS:

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312333 P-153 Controlled Low-Strength Material (CLSM)

DIVISION 32 – EXTERIOR IMPROVEMENTS

320110 P-101 Preparation/Removal of Existing Pavement
321116 P-154 Subbase Course
321121 P-208 Aggregate Base Course
321213 P-603 Emulsified Asphalt Tack Coat
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321236 P-608 Emulsified Asphalt Seal Coat
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334200 D-701 Pipe for Storm Drains and Culverts
334616 D-705 Pipe Underdrains for Airports
334913 D-751 Manholes, Catch Basins, Inlets, and Inspection Holes

DIVISION 34 – AIRFIELD LIGHTING

344108 L-108 Underground Power Cable for Airports
344110 L-110 Airport Underground Electrical Duct Banks and Conduits
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344125 L-125 Airport Lighting Systems

IDAHO FALLS REGIONAL AIRPORT

CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO

DESIGN & CONSTRUCTION PLANS FOR:

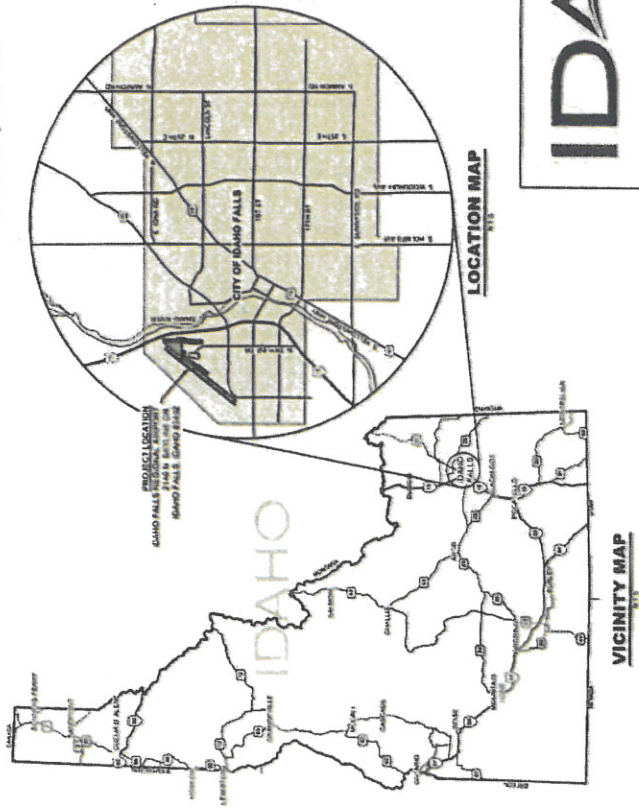
RELOCATE RUNWAY 17 END AND TAXIWAY B

REMOVE TAXIWAY A FROM TAXIWAY A-1 TO RUNWAY 17
CONSTRUCT TAXIWAY D

CONSTRUCT TAXIWAY D

FAA/AIP NO. 3-16-0018-045-2019

JUNE, 2019



811
CALL BEFORE YOU DIG!
CALL 811
PRIOR TO COMMENCING
UNDERGROUND WORK
DIAL: 811

NOTE: THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN APPROXIMATELY ONLY PRIOR TO CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RECONSTRUCT ALL UTILITY COMPONENTS ON THE CONSTRUCTION SCHEDULE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY OCCUR BY FAILING TO PROPERLY LOCATE AND PROTECT ALL UTILITIES.



IDA IDAHO FALLS
REGIONAL AIRPORT

INDEX OF DRAWINGS		Sheet Title
SHEET NUMBER		
1	COVER SHEET	
2	GENERAL LAYOUT PLAN	
3	CONSTRUCTION SAFETY AND TRAINING PLAN	
4	CAPP PHASE 1	
5	CAPP PHASE 2	
6	CAPP PHASE 3	
7	EROSION AND SEDIMENT CONTROL PLAN	
8	GENERAL DEMOLITION PLAN - SHEET 1	
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10	GENERAL DEMOLITION PLAN - SHEET 3	
11	PLAN AND PROFILE - TANKWAY B SHEET 1	
12	PLAN AND PROFILE - TANKWAY B SHEET 2	
13	PLAN AND PROFILE - TANKWAY B SHEET 3	
14	GRADING AND DRAINAGE PLAN - TANKWAY B SHEET 1	
15	GRADING AND DRAINAGE PLAN - TANKWAY B SHEET 2	
16	GRADING AND DRAINAGE PLAN - TANKWAY B SHEET 3	
17	GRADING AND DRAINAGE PLAN - RAINWATER DITCH	
18	HYDRAULIC SECTION	
19	TANKWAY PLAN 1+00 TO 1+100	
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22	TANKWAY PLAN 1+300 TO 1+400	
23	TANKWAY PLAN 1+400 TO 1+500	
24	TANKWAY PLAN 1+500 TO 1+600	
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95	TANKWAY PLAN 8+600 TO 8+700	
96	TANKWAY PLAN 8+700 TO 8+800	
97	TANKWAY PLAN 8+800 TO 8+900	
98	TANKWAY PLAN 8+900 TO 9+000	
99	TANKWAY PLAN 9+000 TO 9+100	

Exhibit 2



IDAHO FALLS REGIONAL AIRPORT
CITY OF IDAHO FALLS, IDAHO
COVER SHEET

DESIGNER	DATE	PROJECT	1 OF 36
DWYAN	11/1	BRIDGE	
DRAWN	11/1	CHECKED	
DATE	11/1	APPROVED	
BY	11/1	DATE	11/1



T-O ENGINEERS

Exhibit 3

MEMORANDUM

TO: Planholders for
FAA/AIP PROJECT NO. 3-16-0018-045
Idaho Falls Regional Airport
RELOCATE RUNWAY 17 END AND TAXIWAY B
REMOVE TAXIWAY A FROM TAXIWAY A-1 TO RUNWAY 17
CONSTRUCT TAXIWAY D

FROM: Wesley Werbelow, P.E.
T-O Engineers
2471 S. Titanium Place
Meridian, Idaho 83642-6703

DATE: July 11, 2019

SUBJECT: Transmittal of Documents

Transmitted herewith is the following:

1. Addendum Number One, dated July 11, 2019.
2. Bid Schedule A REVISED 7-11-2019.
3. Pre-Bid Conference Attendance and Minutes.
4. Response to Plans and Specifications Questions.
5. Lighted Guidance Signs Action Plan for supplemental information for bidders.
6. Geotechnical Report.

Bid Opening is scheduled for 2:00 p.m., Wednesday, July 17, 2019, at the Office of the City Clerk, 308 Constitution Way, Idaho Falls, Idaho 83402. Mailing address is P.O. Box 50220, Idaho Falls, ID 83405.

Signed,

T-O Engineers

Wesley Werbelow, P.E.





T-O ENGINEERS

Exhibit 4

MEMORANDUM

TO: Planholders for
FAA/AIP PROJECT NO. 3-16-0018-045
Idaho Falls Regional Airport
RELOCATE RUNWAY 17 END AND TAXIWAY B
REMOVE TAXIWAY A FROM TAXIWAY A-1 TO RUNWAY 17
CONSTRUCT TAXIWAY D

FROM: Wesley Werbelow, P.E.
T-O Engineers
2471 S. Titanium Place
Meridian, Idaho 83642-6703

DATE: July 15, 2019

SUBJECT: Transmittal of Documents

Transmitted herewith is the following:

1. Addendum Number TWO, dated July 15, 2019.
2. Bid Schedule A REVISED 7-15-2019.
3. Response to Plans and Specifications Questions, dated July 15, 2019.

Bid Opening is scheduled for 2:00 p.m., Wednesday, July 17, 2019, at the Office of the City Clerk, 308 Constitution Way, Idaho Falls, Idaho 83402. Mailing address is P.O. Box 50220, Idaho Falls, ID 83405.

Signed,

T-O Engineers

Wesley Werbelow, P.E.



Exhibit 5

Name of Bidder: Kalispell Valley Corporation

Address: 5450 W. GARDEN RD

POKEE, ID 83409

IDAHO FALLS REGIONAL AIRPORT IDAHO FALLS, IDAHO



BID DOCUMENTS FOR

RELOCATE RUNWAY 17 END AND CONNECTING TAXIWAY
REMOVE TAXIWAY A FROM TAXIWAY A-1 TO RUNWAY 17
CONSTRUCT TAXIWAY D FROM TAXIWAY A TO TAXIWAY B

FAA/AIP PROJECT NO. 3-16-0018-045

June 2019



T-O ENGINEERS

2471 S. Titanium Place
Meridian, Idaho 83642-6703

IDAHO FALLS REGIONAL AIRPORT IDAHO FALLS, IDAHO



BID DOCUMENTS FOR

**RELOCATE RUNWAY 17 END AND CONNECTING TAXIWAY
REMOVE TAXIWAY A FROM TAXIWAY A-1 TO RUNWAY 17
CONSTRUCT TAXIWAY D FROM TAXIWAY A TO TAXIWAY B**

FAA/AIP PROJECT NO. 3-16-0018-045

June 2019



2471 S. Titanium Place
Meridian, Idaho 83642-6703

BID FORM

PROJECT IDENTIFICATION

Idaho Falls Regional Airport
Relocate Runway 17 End and Connecting Taxiway
Remove Taxiway A from Taxiway A-1 to Runway 17
Construct Taxiway D from Taxiway A to Taxiway B

CONTRACT IDENTIFICATION

FAA/AIP No. 3-16-0018-045

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to Owner: City Of Idaho Falls, Idaho
308 Constitution Way
Post Office Box 50220
Idaho Falls, Idaho 83405
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>July 11, 2019 .W</u>
<u>2</u>	<u>July 15, 2019 RJ</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. The Bidder currently possesses or will be able to obtain the appropriate Idaho Public Works Contractor's License prior to award and execution of contract.
- L. All Subcontractors currently possess or will be able to obtain the appropriate Idaho Public Works Contractor's License prior to award and execution of contract.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 BIDDER will complete the Work per the prices established in the attached Bid Schedules:

BID SCHEDULE SUMMARY

Title	Description	Total Price
Bid Schedule A	Relocate Runway 17 and Connecting Taxiway, Remove Taxiway A, Construct Taxiway D	\$ 1,744,042.00

Total Bid Price All Schedules

\$ 1,744,042.00

One million Seven hundred forty four thousand forty two dollars and 00/100

Bidder acknowledges that (1) each bid unit price includes an amount considered by bidder to be adequate to cover contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of bids, and final payment for all unit price bid items will be based on actual quantities, determined as provided in the contract documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- ✓ A. Required Bid security in the form of a cashier's check, or certified check, or a Bid bond;
- ✓ B. Bid Schedule A;
- ✓ C. Supplemental Equipment Rate Schedule
- ✓ D. Identification of Subcontractors required to be identified in this Bid, "Designation of Subcontractors and Suppliers", Exhibit I;
- ✓ E. "Non-Collusion Affidavit", Exhibit II;
- ✓ F. "Joint Venture Statement", Exhibit III (if applicable); N/A
- ✓ G. "Disadvantaged Business Enterprise Utilization", Exhibit IV;
- ✓ H. "Letter(s) of Intent", Exhibit V;
- ✓ I. "Certificate of Buy American Compliance for Manufactured Products", Exhibit VI;
- ✓ J. "Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions", Exhibit VII;
- ✓ K. Bidder's Idaho Public Works Contractors License No. 033799-U-1-2-3; or a written covenant to obtain such license prior to award and execution of contract.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Knife River Corporation- Mountain West

By:

[Signature]

[Printed name]

Jessee Rosin - Authorized Agent

[If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.]

Attest:

[Signature]

[Printed name]

Carvin Dewall

Title:

Authorized Agent

Submittal Date:

July 17, 2019

Address for giving notices:

5450 West Gowen Road

Boise, ID 83709

Telephone Number:

208-362-6152

Fax Number:

208-562-5045

Contact Name and e-mail address:

Jeramie Jenkins

jeramie.jenkins@kniferiver.com



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IDAHO FALLS REGIONAL AIRPORT
3-16-0018-045-2019
BID SCHEDULE A
RELOCATE RUNWAY 17 END AND TAXIWAY B/CONSTRUCT TAXIWAY D
Addendum No. 2 July 15, 2019

Item No.	Item Description	Unit Measure	Estimated Quantity	Unit Price	Total Price
1.	Mobilization @ One hundred seventy thousand and 00/100	L.S.	1	\$ 170,000.00	\$ 170,000.00
2.	Safety Compliance @ One hundred fifty six thousand and 00/100	L.S.	1	\$ 156,000.00	\$ 156,000.00
3.	Contractor Quality Control @ Seventy thousand and 00/100	L.S.	1	\$ 70,000.00	\$ 70,000.00
4.	Contractor Surveys @ Ninety thousand and 00/100	L.S.	1	\$ 90,000.00	\$ 90,000.00
5.	Dust Control @ Fifteen Thousand and 00/100	L.S.	1	\$ 15,000.00	\$ 15,000.00
6.	Stormwater Pollution, Soil Erosion, and Siltation Control				
	A) SWPPP Implementation @ Fifteen Thousand and 00/100	L.S.	1	\$ 15,000.00	\$ 15,000.00
	B) Stabilized Construction Entrance @ Twenty Five Hundred and 00/100	EA.	1	\$ 2,500.00	\$ 2,500.00
	C) Concrete Truck Washout Pit @ Fifteen Hundred and 00/100	EA.	1	\$ 1,500.00	\$ 1,500.00
	D) Fiber Wattle @ Four dollars and 00/100	L.F.	1,000	\$ 4.00	\$ 4,000.00
	E) Inlet Protection @ One Hundred and fifty 00/100	EA.	3	\$ 150.00	\$ 450.00
7.	Full-Depth Removal of Asphalt Pavement by Rotomilling @ Four dollars and 50/100	S.Y.	7,490	\$ 4.50	\$ 33,705.00
8.	Remove Existing Edge Drain @ Ten dollars and 00/100	L.F.	3,200	\$ 10.00	\$ 32,000.00
9.	Remove Existing Inlet @ Six Hundred and 00/100	EA.	1	\$ 600.00	\$ 600.00
10.	Excavation and Embankment (P-152)				
	A) Unclassified Excavation; On-Site Disposal @ Nineteen dollars and 00/100	C.Y.	3,000	\$ 19.00	\$ 57,000.00
	B) Embankment In Place from Unclassified Excavation @ Four dollars and 50/100	C.Y.	1,000	\$ 4.50	\$ 4,500.00
	C) Unsuitable Overdepth Excavation - Remove and Replace @ Fifty dollars and 00/100	C.Y.	300	\$ 50.00	\$ 15,000.00
	D) Rock Excavation, Off-Site Disposal @ One Hundred twenty and 00/100	C.Y.	600	\$ 120.00	\$ 72,000.00
11.	Soil Stabilization Geotextile Fabric @ Three dollars and 00/100	S.Y.	450	\$ 3.00	\$ 1,350.00
12.	Subbase Course (P-154) @ Thirty two dollars and 00/100	C.Y.	2,200	\$ 32.00	\$ 70,400.00
13.	Aggregate Base Course (P-208) @ Forty five dollars and 00/100	C.Y.	1,390	\$ 45.00	\$ 62,550.00
14.	Hot Mix Asphalt Pavement (P-401) @ One hundred five dollars and 00/100	Ton	2,250	\$ 105.00	\$ 236,250.00
15.	Bituminous Tack Coat (P-603) @ Four dollars and 50/100	Gal.	1,150	\$ 4.50	\$ 5,175.00
16.	Unpaved Shoulder Surfacing (Rotomillings) @ Seven dollars 00/100	S.Y.	5,580	\$ 7.00	\$ 39,060.00
17.	Herbicide Application @ 25/100	S.Y.	5,580	\$ 0.25	\$ 1,395.00

IDAHO FALLS REGIONAL AIRPORT
3-16-0018-045-2019
BID SCHEDULE A
RELOCATE RUNWAY 17 END AND TAXIWAY B/CONSTRUCT TAXIWAY D
Addendum No. 2 July 15, 2019

Item No.	Item Description	Unit Measure	Estimated Quantity	Unit Price	Total Price
18.	Topsolling (T-905) - Salvage and Replace @ One dollar and 50/100	S.Y.	19,620	\$ 1.50	\$ 29,430.00
19.	Drill Seeding (T-901) @ Five thousand dollars and 00/100	Acre	7	\$ 5,000.00	\$ 35,000.00
20.	Install 6-Inch HDPE Corrugated Type SP Perforated Underdrain (D-705) @ Twenty nine dollars and 00/100	L.F.	2,675	\$ 29.00	\$ 77,575.00
21.	Install HDPE Corrugated Type S Drainage Outlet (D-701) @ Twenty two dollars and 00/100	L.F.	280	\$ 22.00	\$ 6,160.00
22.	Install Catch Basin (D-751) @ Seven thousand dollars and 00/100	EA.	2	\$ 7,000.00	\$ 14,000.00
23.	Electrical Demolition @ Sixteen thousand dollars and 00/100	L.S.	1	\$ 16,000.00	\$ 16,000.00
24.	Maintain Airfield Lighting System @ Eleven thousand dollars and 00/100	L.S.	1	\$ 11,000.00	\$ 11,000.00
25.	Install New Regulator (L-109) @ Twenty thousand dollars and 00/100	L.S.	1	\$ 20,000.00	\$ 20,000.00
26.	Junction Cans A) Install Junction Can with 3/8-Inch Lid, 12-Inch (L-867B) @ Seven hundred and fifty dollars and 00/100	EA.	2	\$ 750.00	\$ 1,500.00
	B) Install Junction Can with 3/8-Inch Lid, 12-Inch (L-868B) @ Thirteen hundred dollars and 00/100	EA.	9	\$ 1,300.00	\$ 11,700.00
	C) Install Junction Can with 3/8-Inch Lid, 12-Inch (L-867E) @ Sixteen hundred dollars and 00/100	EA.	6	\$ 1,600.00	\$ 9,600.00
27.	Edge Light A) Relocate Existing L-861T Elevated Light on New L-867 Base @ One thousand dollars and 00/100	EA.	27	\$ 1,000.00	\$ 27,000.00
	B) Install New L-861 Elevated Runway Light on New L-867 Base @ Thirteen hundred dollars and 00/100	EA.	14	\$ 1,300.00	\$ 18,200.00
	C) Install New L-861 Elevated Threshold Light on New L-867 Base @ Thirteen hundred dollars and 00/100	EA.	6	\$ 1,300.00	\$ 7,800.00
	D) Install New L-861T Elevated Taxiway Light on New L-867 Base @ Twelve hundred dollars and 00/100	EA.	3	\$ 1,200.00	\$ 3,600.00
	E) Install New L-852D In-pavement Runway Light on New L-868 Two Piece Base @ Three Thousand three hundred dollars and 00/100	EA.	2	\$ 3,300.00	\$ 6,600.00
28.	Reflective Markers @ One hundred sixty dollars and 00/100	EA.	35	\$ 160.00	\$ 5,600.00
29.	Lighted Airfield Guidance Signs (L-858) A) New Size 2, 1-Module on New Sign Pad @ Five thousand five hundred dollars and 00/100	EA.	1	\$ 5,500.00	\$ 5,500.00
	B) Relocate Existing Size 2, 1-Module on New/Modified Pad @ Three thousand nine hundred dollars and 00/100	EA.	3	\$ 3,900.00	\$ 11,700.00
	C) New Size 2, 2-Module on New Sign Pad @ Seven thousand two hundred dollars and 00/100	EA.	2	\$ 7,200.00	\$ 14,400.00

IDAHO FALLS REGIONAL AIRPORT
3-16-0018-045-2019
BID SCHEDULE A
RELOCATE RUNWAY 17 END AND TAXIWAY B/CONSTRUCT TAXIWAY D
Addendum No. 2 July 15, 2019

Item No.	Item Description	Unit Measure	Estimated Quantity	Unit Price	Total Price
	D) Relocate Existing Size 2, 2-Module on New/Modified Pad				
	@ Four thousand four hundred dollars and 00/100	EA.	2	\$ 4,400.00	\$ 8,800.00
	E) New Size 2, 3-Module on New Sign Pad				
	@ Eight thousand dollars and 00/100	EA.	4	\$ 8,000.00	\$ 32,000.00
	F) Relocate Existing Size 2, 3-Module on New/Modified Pad				
	@ Five thousand dollars and 00/100	EA.	3	\$ 5,000.00	\$ 15,000.00
	G) New Size 2, 1-Module Replacement Sign Panel				
	@ Three hundred and thirty dollars and 00/100	EA.	6	\$ 330.00	\$ 1,980.00
	H) New Size 2, 2-Module Replacement Sign Panel				
	@ Four hundred and forty dollars and 00/100	EA.	7	\$ 440.00	\$ 3,080.00
	I) New Size 2, 3-Module Replacement Sign Panel				
	@ Five hundred and fifty dollars and 00/100	EA.	15	\$ 550.00	\$ 8,250.00
	J) New Size 2, 3.5-Module Replacement Sign Panel				
	@ Six hundred and seventy dollars and 00/100	EA.	5	\$ 670.00	\$ 3,350.00
30.	Install PAPI (2 Boxes)				
	@ Sixteen thousand dollars and 00/100	L.S.	1	\$ 16,000.00	\$ 16,000.00
31.	Install Runway Guard Lights (L-804)				
	@ Six thousand seven hundred dollars and 00/100	L.S.	1	\$ 6,700.00	\$ 6,700.00
32.	Install Electrical Duct (L-110)				
	A) 2-inch PVC or HDPE, 1-Way Direct Earth Burial				
	@ Sixteen dollars and 00/100	L.F.	3,400	\$ 16.00	\$ 54,400.00
	B) 2-inch PVC or HDPE, 2-Way Concrete Encased				
	@ Thirty three dollars and 00/100	L.F.	275	\$ 33.00	\$ 9,075.00
33.	Install Electrical Cable (L-108)				
	A) #8, 5kV Lighting Cable				
	@ Three dollars and 30/100	L.F.	4,200	\$ 3.30	\$ 13,860.00
	B) #6 Counterpoise				
	@ Five dollars and 50/100	L.F.	3,400	\$ 5.50	\$ 18,700.00
34.	Pavement Marking Removal				
	@ Three dollars and 80/100	S.F.	4,950	\$ 3.80	\$ 18,810.00
35.	Fog Seal				
	@ One dollars and 00/100	S.Y.	3,000	\$ 1.00	\$ 3,000.00
36.	Pavement Markings (P-620)				
	A) Temporary Yellow Paint with Glass Beads				
	@ 80/100	S.F.	4,625	\$ 0.80	\$ 3,700.00
	B) Permanent Yellow Paint with Glass Beads				
	@ 80/100	S.F.	10,725	\$ 0.80	\$ 8,580.00
	C) Temporary White Paint with Glass Beads				
	@ 75/100	S.F.	7,100	\$ 0.75	\$ 5,325.00
	D) Permanent White Paint with Glass Beads				
	@ 80/100	S.F.	24,400	\$ 0.80	\$ 19,520.00
	E) Permanent Black Paint without Glass Beads				
	@ 80/100	S.F.	1,690	\$ 0.80	\$ 1,352.00
	F) Temporary Surface Painted Hold Signs with Glass Beads				
	@ One dollars and 80/100	S.F.	1,190	\$ 1.80	\$ 2,142.00
	G) Permanent Surface Painted Hold Signs with Glass Beads				
	@ Two dollars and 20/100	S.F.	1,190	\$ 2.20	\$ 2,618.00
TOTAL BID SCHEDULE A					\$ 1,744,042.00

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CONTRACTOR'S SUPPLEMENTAL EQUIPMENT RATE SCHEDULE

Project: Relocate Runway 17 End and Connecting Taxiway, Remove Taxiway A from Taxiway A-1 to Runway 17, Construct Taxiway D from Taxiway A to Taxiway B

Airport: Idaho Falls Regional Airport
FAA/AIP Project No. 3-16-0018-045

Equipment Operating Rates (with Operator) for Contractor Force Account Work:

		<u>Make/Model/Description</u>	<u>Hourly Rate</u>
1.	Dozers	CAT D6	\$142.50
		CAT D8	\$236.25
2.	Backhoes	CAT 416	\$115.00
		JD 410	\$115.00
3.	Tractors	330 Excavator	\$166.25
		345/450 Excavator	\$187.50
4.	Loaders	JD644	\$136.90
		CAT 950	\$136.90
5.	Scrapers: ___ c.y.		
	___ c.y.		
6.	Compactors	815 Soil Compactor	\$162.50
		SD70 (MED) Dirt	\$123.00
7.	Trucks: 10 c.y.	End Dump	\$148.75
	20 c.y.	Truck and Pup	\$162.00
	___ c.y.		
	water		
8.	Generator	IR-21-65KW	\$88.00/\$16.00
		101-200KW	\$36.00
9.	Paver	CAT Paver 655	\$233.75
		CAT Paver 1055	\$233.75
10.	Asphalt Milling Equipment		
11.	Pulverizer		
12.	Motor Grader	CAT Blade 140/143	\$140.60
		CAT Blade 14H/M	\$182.50
13.	Rollers	SD120 Large Asphalt	\$123.75
		SD70 Med Dirt	\$110.00
14.	Compressor	Air Compressor	\$21.00
15.	Other		

Form shall be filled in at the time of bid submittal or an itemized rate schedule of the Contractor's equipment may be attached in lieu of completion of the form. Hourly rates for equipment shall include OWNERSHIP, OPERATING COST AND OPERATOR.

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Bid Bond

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Knife River Corporation - Mountain West
5450 W. Gowen Road, Boise, ID 83709

SURETY (Name, and Address of Principal Place of Business):

Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116

OWNER (Name and Address):

City of Idaho Falls

BID

Bid Due Date: July 17, 2019

Description (Project Name—Include Location):

Idaho Falls Regional Airport 3-16-0018-045-2019

BOND

Bond Number: Bid Bond

Date: July 17, 2019

Penal sum Five Percent of Amount Bid

\$ 5%

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Knife River Corporation - Mountain West

Bidder's Name and Corporate Seal

(Seal)

Liberty Mutual Insurance Company

Surety's Name and Corporate Seal

(Seal)

By:

Signature

Print Name

Title

Attest:

Signature

Title

Signature (Attach Power of Attorney)

Blake S. Bohlig

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Title

Witness

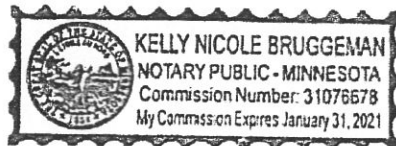
Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

Surety Acknowledgment

State of Minnesota }
County of Hennepin } ss.

On this 17th day of July 2019, before me personally came Blake S. Bohlig, to me known, who being by me duly sworn, did depose and say that he is the Attorney-in-Fact of Liberty Mutual Insurance Company described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name to it by like order.





Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8196930-190003

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Nicole Langer, Blake S. Bohlig, Kelly Nicole Bruggeman, Brian D. Carpenter, Heather R. Goedtel, Michelle Halter, Jessica Hoff, Craig Olmstead

all of the city of Bloomington state of Minnesota each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of September, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 28th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member: Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of July, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**INDEX OF
ADDITIONAL BID FORMS**

Designation of Subcontractors and Suppliers, Exhibit I

Non-Collusion Affidavit, Exhibit II

Joint Venture Statement, Exhibit III

Disadvantaged Business Enterprise Utilization, Exhibit IV

Letter of Intent, Exhibit V

Certificate of Buy American Compliance for Manufactured Products, Exhibit VI

Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions, Exhibit VII

DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS

Project: Relocate Runway 17 End and Connecting Taxiway, Remove Taxiway A from Taxiway A-1 to Runway 17, Construct Taxiway D from Taxiway A to Taxiway B

Airport: Idaho Falls Regional Airport
FAA/AIP Project No. 3-16-0018-045

Each bidder shall set forth below: (a) The name and the location of the place of business of each subcontractor and supplier who will perform work or labor or render service or provide materials or equipment to the Contractor in or about the construction of the work; and (b) The portion of the work which will be done by each subcontractor or provided by each supplier.

Idaho Code Section 67-2310 requires subcontractors who will perform plumbing, HVAC work, or electrical work to be named on the bid of the general contractor. The Contractor shall not name more than one subcontractor for each work item. If the Contractor intends to perform plumbing, HVAC work, or electrical work under the provisions of his own license, he shall name himself providing he is properly licensed.

The Contractor shall not, without written consent of the Engineer, make any substitution, alterations, or additions to the following list of subcontractors or suppliers which is made a material part of this BID.

The following is a complete list of the proposed Subcontractors and Suppliers: (Attach additional sheets if necessary.)

Type of Work	Name and Address	Approximate Amount of Subcontract or Value of Materials	Idaho Public Works Contractor License No.	DBE: Yes/No
Plumbing	N/A			
HVAC	N/A			
Electrical	Mountain West 5816W HWY 26 Blackfoot, ID. 83221	\$332,000.00	PNC-C-12193- Unlimited-4 (16000,02310,02820, 13850,167000) ELE-C-3802	No

Knife River Corporation - Mountain West

(Name of Firm)

7/17/2019

(Date)



(Signature)

Jessee Rosin - Authorized Agent

(Title)

NON-COLLUSION AFFIDAVIT

Project: Relocate Runway 17 End and Connecting Taxiway, Remove Taxiway A from Taxiway A-1 to Runway 17, Construct Taxiway D from Taxiway A to Taxiway B

Airport: Idaho Falls Regional Airport
FAA/AIP Project No. 3-16-0018-045

Bidder's Name Knife River Corporation - Mountain West

Address 5450 West Gowen Road
Boise, ID 83709

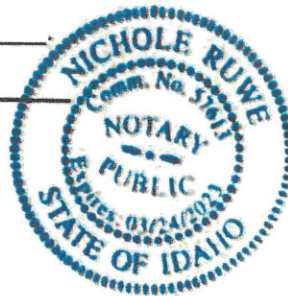
By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The Prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

7/17/2019 (Date)
(SEAL OF CORPORATION)
Knife River Corporation - Mountain West (Firm Name)
(Signature of Responsible Officer)
Authorized Agent (Title)

Subscribed and Sworn to before me, this 17th day of July, 2019. My Commission Expires 3/24/2023

Nichole Ruwe
(Notary Public)



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JOINT VENTURE STATEMENT

Project: Relocate Runway 17 End and Connecting Taxiway, Remove Taxiway A from Taxiway A-1 to Runway 17, Construct Taxiway D from Taxiway A to Taxiway B

Airport: Idaho Falls Regional Airport
FAA/AIP Project No. 3-16-0018-045

PROJECT:

STATE OF _____)

COUNTY OF _____)

SS:

We, undersigned, being duly sworn according to law, upon our respective oaths depose and say that:

1. The following named Contractors have entered into a joint venture for the purpose of carrying out all the provisions of the above project:

a. _____

() An Individual
() A Partnership
() A Corporation

b. _____

() An Individual
() A Partnership
() A Corporation

c. _____

() An Individual
() A Partnership
() A Corporation

2. The Contractors, under whose names we have affixed our respective signatures, have duly authorized and empowered us to execute this Joint Venture Statement in the name of and on behalf of such Contractors for the purpose hereinbefore stated.
3. Under the provisions of such joint venture, the assets of each of the Contractors name in Paragraph 1 hereof, and in case any Contractor so named above is a partnership, the assets of the individual members of such partnership, will be available for the performance of such joint venture and liable therefore and for all obligations incurred in connection therewith.
4. This Joint Venture Statement is executed so that the named Contractors, as one organization, may, under such joint venture, bid upon said Contract, and be awarded the contract if they should become the successful bidder therefore. Any bid, bond and agreement relating to said Contract shall be executed by any of the undersigned, and when so executed shall bind this joint venture and each and every Contractor named herein severally and jointly. Simultaneous with the execution of the Contract, the Contractors entering into this joint venture shall designate and appoint a Project Supervisor to act as their true and lawful agent with full power and authority to do and perform any and all acts or things necessary to carry out the work set forth in said Contract.

5. We bind the Contractors for whom we respectively execute this Joint Venture Statement in firm Agreement with _____ (Owner), that each of the representations herein set forth is true.

(Firm Name)

(Signature of Responsible Officer)

(Title)

Subscribed and Sworn to before me, this (a) _____ day of _____, 20____.

By _____
(Print Name)

Notary Public

My Commission expires _____

(Firm Name)

(Signature of Responsible Officer)

(Title)

Subscribed and Sworn to before me, this (a) _____ day of _____, 20____.

By _____
(Print Name)

Notary Public

My Commission expires _____

(Firm Name)

(Signature of Responsible Officer)

(Title)

Subscribed and Sworn to before me, this (a) _____ day of _____, 20____.

By _____
(Print Name)

Notary Public

My Commission expires _____

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

Project: Relocate Runway 17 End and Connecting Taxiway, Remove Taxiway A from Taxiway A-1 to Runway 17, Construct Taxiway D from Taxiway A to Taxiway B

Airport: Idaho Falls Regional Airport
FAA/AIP Project No. 3-16-0018-045

This project does not have a contract goal for participation by Disadvantaged Business Enterprises (DBE) for construction. Nothing in this determination is to be construed to prohibit or discourage the Contractor from utilizing DBE subcontractor participation on the project.

The Bidder is committed to a minimum 0 % DBE utilization on this project.

Contractor Knife River Corporation - Mountain West

State Registration No. REC-46906

By _____

(Signature)

Jessee Rosin Authorized Agent

(Name and Title)

Address 5450 West Gowen Road
Boise, ID 83709

Telephone 208-362-6152



LETTER OF INTENT

Project: Relocate Runway 17 End and Connecting Taxiway, Remove Taxiway A from Taxiway A-1 to Runway 17, Construct Taxiway D from Taxiway A to Taxiway B

Airport: Idaho Falls Regional Airport
FAA/AIP Project No. 3-16-0018-045

(Provide a separate Letter of Intent for each DBE subcontractor.)

Name of Bidder's Firm: Knife River Corporation - Mountain West

Bidder's Address: 5450 West Gowen Road

City: Boise State: ID Zip: 83709 Telephone: 208-362-6152

Name of DBE Firm:

Address:

City: State: Zip: Telephone:

Attach a copy of most recent letter from DBE certifying agency confirming DBE certification and listing in an approved DBE Directory for each DBE subcontractor.

Description of work to be performed by DBE firm by Bid Item and Bid Schedule.

BID SCHEDULE

BID ITEMS

\$.VALUE

* None Selected At Time of Bid *

Bidder intends to utilize the above-named minority firm for the work described above. The estimated total value of work is \$

DBE Confirmation for Participation in the Contract as Stated above for the Amount Indicated.

Authorized Signature

Name of DBE Firm

Date

If the above-named bidder is not determined to be the successful bidder, the Letter of Intent shall be null and void.

ADDITIONAL BID FORMS
LETTER OF INTENT, EXHIBIT V

I:\190200\40_FINAL DESIGN\SPECIFICATIONS\DIVISION 0001 BID PROPOSAL\004500 ADDITIONAL BID FORMS.DOCX

004500
Page 1 of 1

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

Project: Relocate Runway 17 End and Connecting Taxiway, Remove Taxiway A from Taxiway A-1 to Runway 17, Construct Taxiway D from Taxiway A to Taxiway B

Airport: Idaho Falls Regional Airport
FAA/AIP Project No. 3-16-0018-045

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States, or;
- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product.
3. To furnish US domestic product for any waiver request that the FAA rejects.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety);
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture;
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver - Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

July 17, 2019

Date

Signature

Knife River Corporation- Mountain West

Company Name

Jessee Rosin - Authorized Agent

Title



**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND
FELONY CONVICTIONS**

Project: Relocate Runway 17 End and Connecting Taxiway, Remove Taxiway A from Taxiway A-1 to Runway 17, Construct Taxiway D from Taxiway A to Taxiway B

Airport: Idaho Falls Regional Airport
FAA/AIP Project No. 3-16-0018-045

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1. The applicant represents that it is ☐ is not ☒ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. The applicant represents that it is ☐ is not ☒ is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.


Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

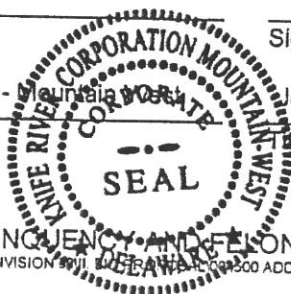
Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Date July 17, 2019 Signature 
Company Name Knife River Corporation - Mountain West Lessee Roslin - Authorized Agent

ADDITIONAL BID FORMS

CERTIFICATION TAX DELINQUENCY AND FELONY CONVICTION, EXHIBIT VII Page 1 of 1

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BIDDERS LIST INFORMATION

Project: Relocate Runway 17 End and Connecting Taxiway, Remove Taxiway A from Taxiway A-1 to Runway 17, Construct Taxiway D from Taxiway A to Taxiway B

Airport: Idaho Falls Regional Airport
FAA/AIP Project No. 3-16-0018-045

- The OWNER is required to create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts.
- The bidders list is used to determine the number of firms that are participating, or attempting to participate on DOT-assisted contracts.
- The bidders list must include all firms that bid on prime contracts or bid or quote subcontracts on DOT-assisted projects, including both DBE and non-DBE firms.
- The bidders list provides a valuable measure of available DBE subcontractors and will be used to set realistic overall DBE goals.

Provide the following information for ALL firms from which you received a bid or quote. Copy the form as needed to provide data for ALL firms. Submit with Bid Documents.

Firm Name: <u>Harper-Leavitt Engineering</u>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <u>101 S. Park Avenue, Idaho Falls, ID. 83402</u>	
Contact Name and Title: <u>Clint Jolley, Estimator</u>	
Year Firm Was Established: <u>1969</u>	
Annual Gross Receipts (check one): ___ less than \$500,000; ___ \$500,000 to \$1 Million; ___ \$1 to \$2 Million; <input checked="" type="checkbox"/> \$2 to \$5 Million; ___ \$5 to \$10 Million; ___ more than \$10 Million	
Work Items Represented in the Quote: <u>Survey</u>	

Firm Name: <u>B. Jackson Construction & Engineering Inc.</u>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <u>4188 West Nike Drive, West Jordan, UT. 84088</u>	
Contact Name and Title: <u>Trent Webb, Estimator</u>	
Year Firm Was Established: <u>1997</u>	
Annual Gross Receipts (check one): ___ less than \$500,000; ___ \$500,000 to \$1 Million; ___ \$1 to \$2 Million; ___ \$2 to \$5 Million; ___ \$5 to \$10 Million; <input checked="" type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: <u>Rotomilling</u>	

Firm Name: <u>Mountain West Electric, Inc.</u>	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address: _____	
Contact Name and Title: <u>Chad Fields, V.P.</u>	
Year Firm Was Established: <u>1986</u>	
Annual Gross Receipts (check one): ___ less than \$500,000; ___ \$500,000 to \$1 Million; ___ \$1 to \$2 Million; ___ \$2 to \$5 Million; <input checked="" type="checkbox"/> \$5 to \$10 Million; ___ more than \$10 Million	
Work Items Represented in the Quote: <u>Electrical</u>	

Firm Name: <u>Colvico</u>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <u>2812 North Pittsburg St. Spokane, WA. 99207</u>	
Contact Name and Title: <u>James Orrego, Regional Manager</u>	
Year Firm Was Established: <u>1987</u>	
Annual Gross Receipts (check one): ___ less than \$500,000; ___ \$500,000 to \$1 Million; ___ \$1 to \$2 Million; ___ \$2 to \$5 Million; ___ \$5 to \$10 Million; <input checked="" type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: <u>Electrical</u>	

BIDDERS LIST INFORMATION

Project: Relocate Runway 17 End and Connecting Taxiway, Remove Taxiway A from Taxiway A-1 to Runway 17, Construct Taxiway D from Taxiway A to Taxiway B

Airport: Idaho Falls Regional Airport
FAA/AIP Project No. 3-16-0018-045

- The OWNER is required to create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts.
- The bidders list is used to determine the number of firms that are participating, or attempting to participate on DOT-assisted contracts.
- The bidders list must include all firms that bid on prime contracts or bid or quote subcontracts on DOT-assisted projects, including both DBE and non-DBE firms.
- The bidders list provides a valuable measure of available DBE subcontractors and will be used to set realistic overall DBE goals.

Provide the following information for ALL firms from which you received a bid or quote. Copy the form as needed to provide data for ALL firms. Submit with Bid Documents.

Firm Name: <u>Specialty Construction Supply</u>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <u>348 Northwest 13th Place, Meridian, ID. 83642</u>	
Contact Name and Title: <u>Daniel Kircher</u>	
Year Firm Was Established: <u>1984</u>	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input checked="" type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: <u>AOA Closure Barricades</u>	

Firm Name: <u>A Core, Inc.</u>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <u>4452 N. Haroldsen Dr. Idaho Falls, ID. 83401</u>	
Contact Name and Title: <u>Cody Rodgers, Estimator</u>	
Year Firm Was Established: <u>1979</u>	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input checked="" type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: <u>Saw Cutting</u>	

Firm Name: <u>Snake River Reclamation</u>	DBE: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Address: <u>123 South 725 West, Blackfoot, ID. 83221</u>	
Contact Name and Title: <u>Jennifer</u>	
Year Firm Was Established: <u>2010</u>	
Annual Gross Receipts (check one): <input checked="" type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: <u>Hydro seed</u>	

Firm Name: <u>Idaho Traffic Safety</u>	DBE: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Address: <u>3400 E. Sunnyside Rd. Idaho Falls, ID. 83406</u>	
Contact Name and Title: <u>Dustin Smith, Estimator</u>	
Year Firm Was Established: <u>1980</u>	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input checked="" type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: <u>Barricades and Paint</u>	

BIDDERS LIST INFORMATION

Project: Relocate Runway 17 End and Connecting Taxiway, Remove Taxiway A from Taxiway A-1 to Runway 17, Construct Taxiway D from Taxiway A to Taxiway B

Airport: Idaho Falls Regional Airport
FAA/AIP Project No. 3-16-0018-045

- The OWNER is required to create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts.
- The bidders list is used to determine the number of firms that are participating, or attempting to participate on DOT-assisted contracts.
- The bidders list must include all firms that bid on prime contracts or bid or quote subcontracts on DOT-assisted projects, including both DBE and non-DBE firms.
- The bidders list provides a valuable measure of available DBE subcontractors and will be used to set realistic overall DBE goals.

Provide the following information for ALL firms from which you received a bid or quote. Copy the form as needed to provide data for ALL firms. Submit with Bid Documents.

Firm Name: <u>Suman</u>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <u>2107 Delta Drive, Nampa, ID. 83687</u>	
Contact Name and Title: <u>Eric Olvera, Estimator</u>	
Year Firm Was Established: <u>2007</u>	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input checked="" type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: <u>SWPPP</u>	

Firm Name: <u>Porter W. Yett</u>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <u>125 N. Park Rd. Spokane Valley, WA. 99212</u>	
Contact Name and Title: <u>Ryan Murdoch</u>	
Year Firm Was Established: <u>1910</u>	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input checked="" type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: <u>Milling</u>	

Firm Name: <u>Wheeler Electric, Inc.</u>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <u>4109 West 11th St. Idaho Falls, ID. 83403</u>	
Contact Name and Title: <u>Jeff Wheeler, President</u>	
Year Firm Was Established: <u>1902</u>	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input checked="" type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: <u>Electrical</u>	

Firm Name: <u>H K Contractors</u>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <u>10350 S. Yellowstone Hwy, Idaho Falls, ID. 83405</u>	
Contact Name and Title: <u>Maureso Vasquez, Estimator/PM</u>	
Year Firm Was Established: <u>1952</u>	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input checked="" type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: <u>Paving</u>	

BIDDERS LIST INFORMATION

Project: Relocate Runway 17 End and Connecting Taxiway, Remove Taxiway A from Taxiway A-1 to Runway 17, Construct Taxiway D from Taxiway A to Taxiway B

Airport: Idaho Falls Regional Airport
FAA/AIP Project No. 3-16-0018-045

- The OWNER is required to create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts.
- The bidders list is used to determine the number of firms that are participating, or attempting to participate on DOT-assisted contracts.
- The bidders list must include all firms that bid on prime contracts or bid or quote subcontracts on DOT-assisted projects, including both DBE and non-DBE firms.
- The bidders list provides a valuable measure of available DBE subcontractors and will be used to set realistic overall DBE goals.

Provide the following information for ALL firms from which you received a bid or quote. Copy the form as needed to provide data for ALL firms. Submit with Bid Documents.

Firm Name: <i>DePatco</i>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <i>497 N. Capitol St 210, Idaho Falls, ID. 83402</i>	
Contact Name and Title: <i>Dillon Stucki, Estimator</i>	
Year Firm Was Established:	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input checked="" type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: <i>Paving</i>	

Firm Name:	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote:	

Firm Name:	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote:	

Firm Name:	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote:	

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T-O ENGINEERS

2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642-6703
(208) 323-2288 - PHONE
(208) 323-2399 - FAX

CERTIFICATE

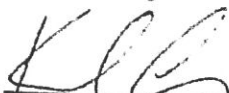
I, KARL A. LIEPITZ, hereby certify that I am the duly elected and qualified Assistant Secretary of Knife River Corporation – Mountain West, a Delaware corporation; and I further certify that, pursuant to a resolution adopted by Written Consent of the Board of Directors dated February 2, 2018, the persons named below have been duly elected, have qualified and are officers of the Company holding the offices set forth opposite their respective names:

David C. Barney	Chair of the Board and Chief Executive Officer
Zachary W. O'Kelley	President
Nancy K. Christenson	Treasurer and Chief Financial Officer
Daniel S. Kuntz	General Counsel and Secretary
Calvin R. DeWall	Region Controller and Assistant Secretary
Karl A. Liepitz	Assistant Secretary

I further certify that the following is a true and correct copy of Section 5.13 of the Bylaws of Knife River Corporation – Northwest, which sets forth the powers of the officers to execute documents; and that said Bylaw Section is presently in full force and effect:

5.13 Execution of Instruments. All deeds, bonds, mortgages, notes, contracts and other instruments shall be executed on behalf of the Corporation by the Chairman of the Board, the Chief Executive Officer, the President, any Vice President or Assistant Vice President, the General Counsel, any other officer who performs a policy-making function (such as administration, operations, accounting, or finance) or such other officer or agent of the Corporation as shall be duly authorized by the Board of Directors. Any officer or agent executing any such documents on behalf of the Corporation may do so (except as otherwise required by applicable law) either under or without the seal of the Corporation and either individually or with an attestation, according to the requirements of the form of the instrument. If an attestation is required, the document shall be attested by the Secretary or an Assistant Secretary or by the Treasurer or an Assistant Treasurer or any other officer or agent authorized by the Board of Directors. When authorized by the Board of Directors, the signature of any officer or agent of the Corporation may be a facsimile.

IN WITNESS WHEREOF, I have hereunto set my hand on March 14, 2018.


Karl A. Liepitz, Assistant Secretary

March 14, 2018

Re: Appointment of Agents - Power of Attorney

To Whom It May Concern:

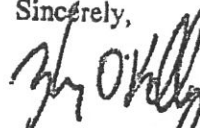
Pursuant to a Board resolution adopted by the Board of Directors of Knife River Corporation - Mountain West, I am authorized, as President, to designate certain individuals as agents of Knife River Corporation - Mountain West who shall be authorized, in the name and on behalf of Knife River Corporation - Mountain West, to execute and deliver construction contracts, subcontracts, agreements, documents, and other instruments with governmental authorities (federal, state, county, or local), with general contractors or subcontractors, and with private parties.

I hereby designate each of the following individual(s) an agent of Knife River Corporation - Mountain West, and each of them is authorized and empowered to execute and deliver documents, including but limited to, construction contracts, subcontracts, prime contractor proposals, subcontractor proposals, competitive bids for projects, price quotations or bids for materials, lien releases, and other related agreements, documents, and instruments with governmental authorities (federal, state, county, or local), with general contractors or subcontractors, and with private parties, in the name and on behalf of Knife River Corporation - Mountain West:

Norm Avery
Jim Lauteren
David Midtlyng
Jessee Rosin

This authorization letter is effective and in full force and effect, until modified.

Sincerely,



Zachary O'Keefe
President

Knife River Corporation - Mountain West

STATE OF IDAHO

COUNTY OF ADA

Zachary O'Kelley, being first duly sworn, deposes and says that he is the President for Knife River Corporation - Mountain West; that the execution of this instrument is the act and deed of the Corporation, that he has read the foregoing document and knows the contents thereof, and that the statements herein are true.

Zachary O'Kelley
Zachary O'Kelley
President
Knife River Corporation - Mountain West

Subscribed and sworn to before me on March 14th, 2018.



Sherri A. Rivers
Notary Public
Ada County, Idaho

My commission expires: 7/22/2019

Brad Little
Governor

State of Idaho
Division of Building Safety
PUBLIC WORKS CONTRACTORS LICENSING
CONTRACTOR

033799 - UNLIMITED - 1-2-3
License Number

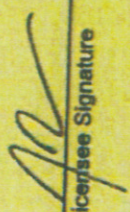
03/09/2018
Original License Issued

This is to certify that

KNIFE RIVER CORPORATION - MOUNTAIN WEST

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45
and is hereby granted this certificate.

This license expires: 03/31/2020


Licensee Signature


Chris L. Jensen, Administrator

Idaho Falls Regional Airport, Idaho Falls, Idaho
Relocate Runway 17 End and Connecting Taxiway, Remove Taxiway A from Taxiway A-1 to Runway 17, and Construct Taxiway D
AIP 3-16-0018-045
Revised Bid Extensions

BID SCHEDULE A						Knife River Corporation				Knife River Corporation			
Item No.	Item Description	Unit Measure	Plan Quantity	Unit Price	Extended Amount	Revised Quantity	Unit Price	Extended Amount	Revised Quantity	Unit Price	Extended Amount	Revised Quantity	Extended Amount
1.	Mobilization	L.S.	1	\$ 170,000.00	\$ 170,000.00	1	\$ 170,000.00	\$ 170,000.00	1	\$ 170,000.00	\$ 170,000.00	1	\$ 170,000.00
2.	Safety Compliance	L.S.	1	\$ 156,000.00	\$ 156,000.00	1	\$ 156,000.00	\$ 156,000.00	1	\$ 156,000.00	\$ 156,000.00	1	\$ 156,000.00
3.	Contractor Quality Control	L.S.	1	\$ 70,000.00	\$ 70,000.00	1	\$ 70,000.00	\$ 70,000.00	1	\$ 70,000.00	\$ 70,000.00	1	\$ 70,000.00
4.	Contractor Surveys	L.S.	1	\$ 90,000.00	\$ 90,000.00	1	\$ 90,000.00	\$ 90,000.00	1	\$ 90,000.00	\$ 90,000.00	1	\$ 90,000.00
5.	Dust Control	L.S.	1	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00
6.	Stormwater Pollution, Soil Erosion and Siltation Control												
	A) SWPPP Preparation and Implementation	L.S.	1	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00
	B) Stabilized Construction Entrance	EA.	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00
	C) Concrete Truck Washout Pit	EA.	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00
	D) Fiber Watle	L.F.	1,000	\$ 4.00	\$ 4,000.00	1,000	\$ 4.00	\$ 4,000.00	1,000	\$ 4.00	\$ 4,000.00	1,000	\$ 4,000.00
	E) Inlet Protection	EA.	3	\$ 150.00	\$ 450.00	3	\$ 150.00	\$ 450.00	3	\$ 150.00	\$ 450.00	3	\$ 450.00
7.	Full-Depth Remove Asphalt Pavement by Rotomilling	S.Y.	7,490	\$ 4.50	\$ 33,705.00	7,490	\$ 4.50	\$ 33,705.00	7,490	\$ 4.50	\$ 33,705.00	7,490	\$ 33,705.00
8.	Remove Existing Edge Drain	L.F.	3,200	\$ 10.00	\$ 32,000.00	3,200	\$ 10.00	\$ 32,000.00	3,200	\$ 10.00	\$ 32,000.00	3,200	\$ 32,000.00
9.	Remove Existing Inlet	EA.	1	\$ 600.00	\$ 600.00	1	\$ 600.00	\$ 600.00	1	\$ 600.00	\$ 600.00	1	\$ 600.00
10.	Excavation/Embankment (P-152)												
	A) Unclassified Excavation, On-Site Disposal	C.Y.	3,000	\$ 19.00	\$ 57,000.00	3,000	\$ 19.00	\$ 57,000.00	3,000	\$ 19.00	\$ 57,000.00	3,000	\$ 57,000.00
	B) Embankment in Place from Unclassified Excavation	C.Y.	1,000	\$ 4.50	\$ 4,500.00	1,000	\$ 4.50	\$ 4,500.00	1,000	\$ 4.50	\$ 4,500.00	1,000	\$ 4,500.00
	C) Unsuitable Overdepth Excavation - Remove and Replace	C.Y.	300	\$ 50.00	\$ 15,000.00	300	\$ 50.00	\$ 15,000.00	300	\$ 50.00	\$ 15,000.00	300	\$ 15,000.00
	D) Rock Excavation, Off-Site Disposal	C.Y.	600	\$ 120.00	\$ 72,000.00	600	\$ 120.00	\$ 72,000.00	600	\$ 120.00	\$ 72,000.00	600	\$ 72,000.00
11.	Soil Stabilization Geotextile	S.Y.	450	\$ 3.00	\$ 1,350.00	450	\$ 3.00	\$ 1,350.00	450	\$ 3.00	\$ 1,350.00	450	\$ 1,350.00
12.	Subbase Course (P-154)	C.Y.	2,200	\$ 32.00	\$ 70,400.00	2,200	\$ 32.00	\$ 70,400.00	2,200	\$ 32.00	\$ 70,400.00	2,200	\$ 70,400.00
13.	Aggregate Base Course (P-208)	C.Y.	1,390	\$ 45.00	\$ 62,550.00	1,390	\$ 45.00	\$ 62,550.00	1,390	\$ 45.00	\$ 62,550.00	1,390	\$ 62,550.00
14.	Hot Mix Asphalt Pavement (P-401)	Ton	2,250	\$ 105.00	\$ 236,250.00	2,250	\$ 105.00	\$ 236,250.00	2,250	\$ 105.00	\$ 236,250.00	2,250	\$ 236,250.00
15.	Bituminous Tack Coat (P-603)	Gal	1,150	\$ 4.50	\$ 5,175.00	1,150	\$ 4.50	\$ 5,175.00	1,150	\$ 4.50	\$ 5,175.00	1,150	\$ 5,175.00
16.	Unpaved Shoulder Surfacing (Rotomillings)	S.Y.	5,560	\$ 7.00	\$ 39,060.00	5,560	\$ 7.00	\$ 39,060.00	5,560	\$ 7.00	\$ 39,060.00	5,560	\$ 39,060.00
17.	Herbicide Application	S.Y.	5,560	\$ 0.25	\$ 1,395.00	5,560	\$ 0.25	\$ 1,395.00	5,560	\$ 0.25	\$ 1,395.00	5,560	\$ 1,395.00
18.	Topsolling (T-905) Salvage and Replace	S.Y.	19,620	\$ 1.50	\$ 29,430.00	19,620	\$ 1.50	\$ 29,430.00	19,620	\$ 1.50	\$ 29,430.00	19,620	\$ 29,430.00
19.	Drill Seeding (T-801)	ACRE	7	\$ 5,000.00	\$ 35,000.00	7	\$ 5,000.00	\$ 35,000.00	7	\$ 5,000.00	\$ 35,000.00	7	\$ 35,000.00
20.	Install 6-Inch HDPE Corrugated Type SP Perf. Underdrain (D-705)	L.F.	2,875	\$ 29.00	\$ 77,575.00	2,875	\$ 29.00	\$ 77,575.00	2,875	\$ 29.00	\$ 77,575.00	2,875	\$ 77,575.00
21.	Install Pipe HDPE Corrugated Type S Drainage Outlet (D-701)	L.F.	280	\$ 22.00	\$ 6,160.00	280	\$ 22.00	\$ 6,160.00	280	\$ 22.00	\$ 6,160.00	280	\$ 6,160.00
22.	Install Catch Basin (D-751)	EA.	2	\$ 7,000.00	\$ 14,000.00	2	\$ 7,000.00	\$ 14,000.00	2	\$ 7,000.00	\$ 14,000.00	2	\$ 14,000.00
23.	Electrical Demolition	L.S.	1	\$ 16,000.00	\$ 16,000.00	1	\$ 16,000.00	\$ 16,000.00	1	\$ 16,000.00	\$ 16,000.00	1	\$ 16,000.00
24.	Maintain Airfield Lighting System	L.S.	1	\$ 11,000.00	\$ 11,000.00	1	\$ 11,000.00	\$ 11,000.00	1	\$ 11,000.00	\$ 11,000.00	1	\$ 11,000.00
25.	Install New Regulator	EA.	1	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00
26.	Junction Cans												
	A) Install Junction Can with 3/8-Inch Lid, 12-Inch (L-867B)	EA.	2	\$ 750.00	\$ 1,500.00	2	\$ 750.00	\$ 1,500.00	2	\$ 750.00	\$ 1,500.00	2	\$ 1,500.00
	B) Install Junction Can with 3/8-Inch Lid, 12-Inch (L-868B)	EA.	9	\$ 1,300.00	\$ 11,700.00	9	\$ 1,300.00	\$ 11,700.00	9	\$ 1,300.00	\$ 11,700.00	9	\$ 11,700.00
	C) Install Junction Can with 3/8-Inch Lid, 12-Inch (L-867E)	EA.	6	\$ 1,600.00	\$ 9,600.00	6	\$ 1,600.00	\$ 9,600.00	6	\$ 1,600.00	\$ 9,600.00	6	\$ 9,600.00
27.	Edge Light												
	A) Relocate Existing L-861T Elevated Light on New L-867 Base	EA.	27	\$ 1,000.00	\$ 27,000.00	27	\$ 1,000.00	\$ 27,000.00	27	\$ 1,000.00	\$ 27,000.00	27	\$ 27,000.00
	B) Install New L-861 Elevated Runway Light on New L-867 Base	EA.	14	\$ 1,300.00	\$ 18,200.00	14	\$ 1,300.00	\$ 18,200.00	14	\$ 1,300.00	\$ 18,200.00	14	\$ 18,200.00

\$(840.00)

Exhibit 6

Revised Bid Tab

	C) Install New L-861 Elevated Threshold Light on New L-867 Base	EA.	6	\$ 1,300.00	\$ 7,800.00	6	\$ 1,300.00	\$ 7,800.00	
	D) Install New L-861T Elevated Taxiway Light on New L-867 Base	EA.	3	\$ 1,200.00	\$ 3,600.00	4	\$ 1,200.00	\$ 4,800.00	(1,200.00)
28.	E) Install new L-852D In-pavement Runway Light on New L-868 Two Piece Base	EA.	2	\$ 3,300.00	\$ 6,600.00	2	\$ 3,300.00	\$ 6,600.00	
29.	Reflective Markers	EA.	35	\$ 160.00	\$ 5,600.00	35	\$ 160.00	\$ 5,600.00	
	Install Lighted Airfield Guidance Signs (L-858)								
	A) New Size 2, 1-Module on New Sign Pad	EA.	1	\$ 5,500.00	\$ 5,500.00	0	\$ 5,500.00	\$ -	5,500.00
	B) Relocate Existing Size 2, 1-Module on New/Modified Pad	EA.	3	\$ 3,900.00	\$ 11,700.00	0	\$ 3,900.00	\$ -	11,700.00
	C) New Size 2, 2-Module on New Sign Pad	EA.	2	\$ 7,200.00	\$ 14,400.00	11	\$ 7,200.00	\$ 79,200.00	(64,800.00)
	D) Relocate Existing Size 2, 2-Module on New/Modified Pad	EA.	2	\$ 4,400.00	\$ 8,800.00	2	\$ 4,400.00	\$ 8,800.00	
	E) New Size 2, 3-Module on New Sign Pad	EA.	0	\$ 4,400.00	\$ -	2	\$ 5,000.00	\$ 10,000.00	(10,000.00)
	F) Relocate Existing Size 2, 3-Module on New/Modified Plan	EA.	4	\$ 8,000.00	\$ 32,000.00	6	\$ 8,000.00	\$ 48,000.00	(16,000.00)
	G) New Size 2, 1-Module Replacement Sign Panel	EA.	3	\$ 5,000.00	\$ 15,000.00	3	\$ 5,000.00	\$ 15,000.00	
	H) New Size 2, 2-Module Replacement Sign Panel	EA.	6	\$ 330.00	\$ 1,980.00	0	\$ 330.00	\$ -	1,980.00
	I) New Size 2, 2-Module Replacement Sign Panel	EA.	7	\$ 440.00	\$ 3,080.00	4	\$ 440.00	\$ 1,760.00	1,320.00
	J) New Size 2, 3-Module Replacement Sign Panel	EA.	15	\$ 550.00	\$ 8,250.00	6	\$ 550.00	\$ 3,300.00	4,950.00
30.	Install PAPI (2 Boxes)	EA.	5	\$ 670.00	\$ 3,350.00	1	\$ 670.00	\$ 670.00	2,680.00
31.	Install Runway Guard Lights (L-804)	L.S.	1	\$ 16,000.00	\$ 16,000.00	1	\$ 16,000.00	\$ 16,000.00	
32.	Install Electrical Duct (L-110)	L.S.	1	\$ 6,700.00	\$ 6,700.00	1	\$ 6,700.00	\$ 6,700.00	
	A) 2-Inch PVC, 1-Way Direct Earth Burial	L.F.	3,400	\$ 16.00	\$ 54,400.00	4,000	\$ 16.00	\$ 64,000.00	(9,600.00)
33.	B) 2-Inch PVC, 2-Way Concrete Encased	L.F.	275	\$ 33.00	\$ 9,075.00	275	\$ 33.00	\$ 9,075.00	
	Install Electrical Cable (L-108)								
	A) #8, 5kV Lighting Cable	L.F.	4,200	\$ 3.30	\$ 13,860.00	5,000	\$ 3.30	\$ 16,500.00	(2,640.00)
34.	B) #6, Counterpoise	L.F.	3,400	\$ 5.50	\$ 18,700.00	4,000	\$ 5.50	\$ 22,000.00	(3,300.00)
35.	Pavement Marking Removal	S.F.	4,950	\$ 3.80	\$ 18,810.00	4,950	\$ 3.80	\$ 18,810.00	
36.	Fog Seal	S.Y.	3,000	\$ 1.00	\$ 3,000.00	3,000	\$ 1.00	\$ 3,000.00	
	Pavement Marking (P-620)								
	A) Temporary Yellow Paint with Glass Beads	S.F.	4,625	\$ 0.80	\$ 3,700.00	4,625	\$ 0.80	\$ 3,700.00	
	B) Permanent Yellow Paint with Glass Beads	S.F.	10,725	\$ 0.80	\$ 8,580.00	10,725	\$ 0.80	\$ 8,580.00	
	C) Temporary White Paint with Glass Beads	S.F.	7,100	\$ 0.75	\$ 5,325.00	7,100	\$ 0.75	\$ 5,325.00	
	D) Permanent White Paint with Glass Beads	S.F.	24,400	\$ 0.80	\$ 19,520.00	24,400	\$ 0.80	\$ 19,520.00	
	E) Permanent Black Paint without Glass Beads	S.F.	1,690	\$ 0.80	\$ 1,352.00	1,690	\$ 0.80	\$ 1,352.00	
	F) Temporary Surface Painted Hold Signs with Glass Beads	S.F.	1,190	\$ 1.80	\$ 2,142.00	1,190	\$ 1.80	\$ 2,142.00	
	G) Permanent Surface Painted Hold Signs with Glass Beads	S.F.	1,190	\$ 2.20	\$ 2,618.00	1,190	\$ 2.20	\$ 2,618.00	
	TOTAL			\$ 1,744,042.00				\$ 1,824,292.00	(\$80,250.00)
				\$ 501,000.00	\$ 501,000.00			\$ 501,000.00	
				\$ 1,243,042.00	\$ 1,323,292.00			\$ 1,323,292.00	
					40.3%				37.9%



MEMORANDUM

FROM: Idaho Falls Regional Airport

DATE: Monday, October 7, 2019

RE: Regular Agenda, Approve and Authorize the Procurement Agreement with M-B Companies.

Item Description

It is the recommendation of the Idaho Falls Regional Airport to approve on the Regular Agenda, the Procurement Agreement to M-B Companies for the procurement and purchase of Multi-Tasking Equipment for Airfield Snow Removal. The contract price of the awarded contract is: \$680,114. This project was project was competitively bid in accordance with the City procurement policy. M-B Companies was the approved low bidder. This equipment is required to ensure operational reliability.

Purpose

The purpose of this project is to purchase a multi-tasking snow removal vehicle that will assist in the operational effectiveness of the airport. At the September 26, 2019 City Council Meeting the City Council approved the acceptance of the FAA AIP grant #45-2019 for this project. This approved grant will fund 93.75% of this project with the remainder being funded from airport budget.

Fiscal Impact / Financial Review

This project is 93.75% funded from FAA AIP grant 045-2019. The breakdown is as follows: FAA funded amount is \$637,607, the airport share of the project is \$42,507.

Legal Review

This notice of award has been reviewed approved by the Legal Services Department.

Interdepartmental Review

Municipal Services has reviewed as part of the budget process.

Recommended Action

It is the recommendation of the IFRA staff that the City Council approve this Procurement Agreement and authorized the Mayor and City Clerk execute the necessary documents.



☐ Economic

☐ Governance

☒ Growth

☐ Learning



☐ Livable



☒ Safety



☒ Sustainability



☒ Transportation

PROCUREMENT AGREEMENT

THIS AGREEMENT is dated as of the 30th day of July the year 2019 by and between the **City of Idaho Falls, Idaho**, (hereinafter called Owner) and M-B Companies, Inc. (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 GOODS AND SERVICES

Contractor shall furnish all Goods, Special Services and other services as specified or indicated in the Contract Documents. The Goods and Special Services to be furnished are generally described by Schedule, or part thereof as identified in the Notice of Award as follows:

Procurement of Multi-Tasking Equipment (MTE) for Airfield Snow Removal

The Project for which the Goods and Special Services under the Contract Documents may be the whole or only a part is generally described as follows:

Procurement of Multi-Tasking Equipment (MTE) for Airfield Snow Removal
Idaho Falls Regional Airport
Idaho Falls, Idaho
FAA/AIP Project No. 3-16-0018-045

Article 2 ENGINEER

The Goods have been specified by T-O Engineers, 2471 S. Titanium Place, Meridian, Idaho 83642-6703, who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3 POINT OF DELIVERY

The place where the Goods are to be delivered as defined in the Procurement General Conditions as the point of delivery and designated as: Maintenance Yard, Idaho Falls Regional Airport, Idaho Falls, Idaho.

Article 4 CONTRACT TIME

4.1 The Goods are to be delivered to the point of delivery, commissioned and ready for Owner's acceptance on or before **300 calendar days** from the effective date of the

Procurement Agreement. Work encompassed by this Agreement as identified in Article 1 above shall be Complete and ready for Final Payment, in accordance with paragraph 10.06 of the Procurement General Conditions; in accordance with the following:

- 4.2 The furnishing of Special Services to the Owner shall conform to the requirements of Specification Section 011100 Summary of Work, Part 3.
- 4.3 All Shop Drawings and samples required by the Contract Documents shall be submitted to Engineer for review and approval as identified in Specification Section 011100 Summary of Work, Part 2.
- 4.4 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner before the time specified in paragraph 4.1 above, plus any extensions thereof allowed in accordance with Article 7 of the Procurement General Conditions. They also recognize that the timely performance of services by other parties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Goods are not delivered on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Five Hundred and 00/100 dollars (\$500.00) for each day** that expires after the time specified in paragraph 4.1 for delivery of acceptable Goods.

Article 5 CONTRACT PRICE

Owner shall pay Contractor for furnishing the Goods and Special Services and for performing other services in accordance with the Contract Documents in current funds as follows: See copy of Bid (and attachments) marked Exhibit 2, attached.

Article 6 PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 10 of the Procurement General Conditions and Specification Section 007301 Supplementary Conditions. Applications for Payment will be processed by Engineer as provided in the Procurement General Conditions and Specification Section 007301 Supplementary Conditions.

- 6.1 Progress Payments. Owner shall make progress payments on account of the Contract Price in accordance with paragraph 10.03 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as provided below.

- 6.1.1 Upon receipt of the first Application for Payment accompanied by the Engineer's recommendation of payment in accordance with paragraph 10.01 of the

Procurement General Conditions, Owner shall pay to Contractor an amount equal to 95% of the Contract Price, less such amount as Engineer shall determine in accordance with paragraph 10.02.A.3. of the Procurement General Conditions.

- 6.1.2 The Contractor is notified and accepts by execution of the Procurement Agreement, that progress payments may not be made for up to 60 (sixty) days from the date of receipt of the payment request by the Owner. Owner shall within sixty days after receipt of each Application for Payment with Engineer's recommendation pay Contractor the amount recommended; but in the case of the Application for Payment upon Owner's acceptance of delivery of the Goods, said sixty day period may be extended for so long as is necessary for Owner to examine the bill of sale and other documentation submitted therewith. Owner shall notify Contractor promptly of any deficiency in the documentation and shall not unreasonably withhold payment.
- 6.2 Final Payment. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with paragraph 10.6 of the Procurement General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 10.06. If the Application and accompanying documentation are appropriate as to form and substance, Owner shall, within sixty days after receipt thereof, pay Contractor the amount recommended by the Engineer.
- 6.3 Payments to Subcontractors. The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Contractor receives from the Owner. The Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the Owner. This clause applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subcontractors. Failure by the Contractor to carry out these requirements shall be a material breach of the agreement.

Article 7 INTEREST

All amounts not paid when due shall bear interest at the rate of 5 percent per annum.

Article 8 CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 8.1 Contractor has familiarized himself with the nature and extent of the Contract Documents and has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Engineer is acceptable to the Contractor.
- 8.2 Contractor has familiarized himself with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, production and delivery of the Goods and furnishing Special Services and other services in connection therewith.
- 8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish Goods, Special Services and other services at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with paragraph 9.02 of the Procurement General Conditions.
- 8.4 Contractor has correlated the results of all such observations, examinations, investigations and resolutions with the terms of the Contract Documents.
- 8.5 The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
- 8.6 The Contractor will ensure that the following clause is placed in every subcontract to which the Contractor is a party:

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

- 8.7 The Contractor agrees to make available to the Owner the name, address, DBE/non-DBE status and age of firm of all subcontractors from whom they receive quotes.

Article 9 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Procurement Agreement between Owner and Contractor consist of the following:

- 9.1 This Agreement, pages 1 to 8, inclusive.
- 9.2 Exhibits to this Agreement, 1 to 2, inclusive.
- 9.3 Performance and payment bonds.
- 9.4 Certificates of Insurance.
- 9.5 Notice of Award.
- 9.6 Contract Documents and Specifications bearing the title: **Procurement of Multi-Tasking Equipment (MTE) for Airfield Snow Removal for the Idaho Falls Regional Airport**, dated June 2019, to include, but not limited to Contract Documents, Specifications, Procurement General Conditions, and Supplementary Conditions - Owner and consisting of divisions and pages, as listed in Table of Contents, dated June 2019, thereof, copy of Table of Contents attached as Exhibit 1.
- 9.7 Addendum Number 1 dated July 11, 2019 for FAA/AIP Project No. 3-16-0018-045, **Procurement of Multi-Tasking Equipment (MTE) for Airfield Snow Removal for the Idaho Falls Regional Airport**.
- 9.8 Contractor's Bid, dated July 15, 2019, including Additional Bid Forms, Exhibit 2.
- 9.9 Documentation submitted by Contractor prior to Notice of Award.
- 9.10 Any Modification, including Change Orders, duly delivered after execution of Procurement Agreement.

There are no Contract Documents other than those listed above in this Article 9. The Contract Documents may only be altered, amended or repealed according to paragraph 3.04 of the Procurement General Conditions.

Article 10 MISCELLANEOUS

- 10.1 Terms used in this Agreement which are defined in Article 1 of the Procurement General Conditions shall have the meanings indicated in the Procurement General Conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.4 The Contractor, in consideration of securing the business of constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable becomes payable, agrees:
- 10.4.1 To pay promptly when due all taxes, (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term to this Agreement, whether or not the same shall be payable at the end of such term;
- 10.4.2 That if the said taxes, excises, and licenses fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
- 10.4.3 That, in the event of his default in the payment or securing of such taxes, excises, and licenses fees, to consent that the department, officer, board, or taxing unit entering into this Agreement may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said Contractor is liable.

Article 11 OTHER PROVISIONS

- 11.1 No work shall be authorized prior to the execution of the FAA Grant Offer and acceptance of the offer by the Owner.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on _____, 2019.

Owner:

Contractor:

City of Idaho Falls, Idaho

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest _____

Address for giving notices:

Address for giving notices:

IDAHO FALLS REGIONAL AIRPORT
PROCUREMENT of MULTI-TASKING EQUIPMENT (MTE) for AIRFIELD SNOW REMOVAL

FAA/AIP Project No. 3-16-0018-045
June 2019

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419009 Multi-Tasking Equipment (MTE) for Airfield Snow Removal

**Idaho Falls Regional Airport
City of Idaho Falls, Idaho**

FAA/AIP Project No. 3-16-0018-045

**Procurement of Multi-Tasking Equipment (MTE)
for Airfield Snow Removal**

Bids Opening Date July 17, 2019, 1:30 P.M.

**M-B Companies, Inc.
1200 Park Street
Chilton, WI 53014
920-898-1005**

**Idaho Falls Regional Airport, City of Idaho Falls, Idaho,
FAA/AIP Project No. 3-16-0018-045,
Procurement of Multi-Tasking Equipment (MTE)
for Airfield Snow Removal,
Bids Opening Date July 17, 2019, 1:30 P.M.**

July 10, 2019

City of Idaho Falls, Idaho
308 Constitution Way
Idaho Falls, Idaho 83405

Dear Sir / Madam:

Thank you for allowing the M-B Companies, Inc. to bid on this project.

M-B Companies confirms that the equipment proposed in this bid meets or exceeds the applicable standards of the FAA Advisory Circular 150/5220-20A and SAE ARP5548. Any exceptions to the published specifications are detailed on the enclosed Clarifications and Information sheets. Please see the additional enclosed information.

We have been designing, manufacturing, integrating, and servicing Airport snow removal equipment for many years with great success. The enclosed customer reference listing prominent airports can attest to this fact. Thus, M-B has successfully provided equipment of similar size and specification to that specified in the bid specifications.

M-B Companies, Inc. will stand behind your equipment and will support your efforts. Please check our website at www.m-bco.com where a history of our 100-year tradition is described. All questions, concerns, issues or omissions that need to be addressed can be forwarded to me. My direct telephone number is 920-898-1005. Thank you again for allowing us to participate in this project.

Sincerely,



Doug Blada
Business Unit Director
M-B Companies, Inc.
Airport Maintenance Products Division

Doug Blada
Doug Blada 7/15/19



T-O ENGINEERS

MEMORANDUM

TO: Planholders for
FAA/AIP PROJECT NO. 3-16-0018-045
Idaho Falls Regional Airport
Multi-Tasking Equipment (MTE) for Airfield Snow Removal

FROM: J. D. Heithoff, P.E., C.M.
T-O Engineers
2471 S. Titanium Place
Meridian, Idaho 83642-6703

DATE: July 11, 2019

SUBJECT: Transmittal of Documents

Transmitted herewith is the following:

1. Addendum Number One (1), dated July 11, 2019.
2. Revised Specifications.
3. Response to Bidders' Questions.

Bid Opening is scheduled for 1:30 p.m., Wednesday, July 17th, 2019, at the Office of the City Clerk, 308 Constitution Way, Idaho Falls, Idaho 83405.

Signed,

T-O Engineers

J. D. Heithoff, P.E., C.M.

ADDENDUM NUMBER ONE (1)

Date: July 11, 2019

PROJECT TITLE: FAA/AIP Project No 3-16-0018-045
Idaho Falls Regional Airport

Multi-Tasking Equipment (MTE) for Airfield Snow Removal

OWNER: Idaho Falls Regional Airport
City of Idaho Falls, Idaho
308 Constitution Way
P.O. Box 50220
Idaho Falls, Idaho 83405

ENGINEER: T-O Engineers
2471 S. Titanium Place
Meridian, Idaho 83642-6703
(208) 323-2288

The Contract Documents for the project identified above, dated June 2019, are amended as follows and additional information is provided to clarify the Contract Documents.

The following changes, additions, and/or deletions are hereby made a part of the ***Multi-Tasking Equipment (MTE) for Airfield Snow Removal*** project as fully and completely as if the same were entirely set forth in the Procurement Documents and Specifications. Changes and additions are underlined, and deletions are noted in ~~strike through~~.

CONTRACT DOCUMENTS:

No modifications noted.

SPECIFICATIONS:

1. SECTION 419009 MULTI-TASKING EQUIPMENT (MTE) FOR AIRFIELD SNOW REMOVAL.

MODIFY Paragraph 1.9 C. 6. On page 419009-4 to read as follows:

6. Operator Video. Not required. ~~Provide a video for operator training of all features of the unit.~~

2. SECTION 419009 MULTI-TASKING EQUIPMENT (MTE) FOR AIRFIELD SNOW REMOVAL.

MODIFY Paragraph 5.15.4 On page 419009-11 to read as follows:

5.15.4 Wiper and Washer System. Provide manufacturer's standard catalog heated wipers, ~~heater washer fluid~~, and heated side window wiper/washer systems.

QUESTIONS & ANSWERS:

Question 1: Can the Bid Opening be delayed by one week?

Answer 1: No. The Bid Opening will remain as noted.

***** END OF ADDENDUM NUMBER ONE (1)*****

Name of Bidder: M-B Companies, Inc.
Address: 1200 Park Street
Chilton, WI 53014

IDAHO FALLS REGIONAL AIRPORT IDAHO FALLS, IDAHO



BID DOCUMENTS FOR

MULTI-TASKING EQUIPMENT (MTE) FOR AIRFIELD SNOW REMOVAL

FAA/AIP PROJECT NO. 3-16-0018-045

June 2019



T-O ENGINEERS

2471 S. Titanium Place
Meridian, Idaho 83642-6703

IDAHO FALLS REGIONAL AIRPORT IDAHO FALLS, IDAHO



MULTI-TASKING EQUIPMENT (MTE) FOR AIRFIELD SNOW REMOVAL

FAA/AIP PROJECT NO. 3-16-0018-045

June 2019



T-O ENGINEERS

2471 S. Titanium Place
Meridian, Idaho 83642-6703

Bid Documents

Bid Form

Bid Bond

Additional Bid Forms

Bidders List Information

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BID FORM

PROJECT IDENTIFICATION:

Idaho Falls Regional Airport
Idaho Falls, Idaho
Procurement of Multi-Tasking Equipment (MTE)
for Airfield Snow Removal

CONTRACT IDENTIFICATION AND NUMBER: FAA/AIP No. 3-16-0018-045

THIS BID IS SUBMITTED TO OWNER:

City of Idaho Falls, Idaho
308 Constitution Way
P.O. Box 50220
Idaho Falls, Idaho 83405

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for 60 days after the day of Bid Opening. BIDDER will sign the Agreement and submit other documents required by the Contract Documents within 15 days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- a) BIDDER has examined copies of all the Contract Documents and of the following addenda:

Addendum Date:

7/11/19

Number of Addendum:

1

(Receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Invitation to Bid and the Instructions to Bidders;

- b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNERS; and

4. BIDDER will deliver the Goods and complete the Special Services per the prices established in the following Bid Schedule Summary:

Lump Sum Bid Price for Multi-Tasking Equipment (MTE) for Airfield Snow Removal	\$ <u>630,114.00</u>
--	----------------------

5. BIDDER agrees that the:
- a) Work will be Substantially Complete and Complete on or before the dates or within the number of calendar days indicated in Article 4 of the Procurement Agreement.
 - b) BIDDER accepts the provisions of Article 4.4 of the Procurement Agreement as to Liquidated Damages in the event of failure to complete the Work on time.
6. The following documents are attached to, and made a condition of, and incorporated by reference into this Bid if not attached.
- a) Required Bid Security in the form of (Bid Bond), (Certified Check) or (Bid Bond).
 - b) Non-Collusion Affidavit, Exhibit I.
 - c) Joint Venture Statement, Exhibit II (if applicable).
 - d) Disadvantaged Business Enterprise Utilization, Exhibit III.
 - e) Letter of Intent, Exhibit IV.
 - f) Certification of Buy American Compliance for Manufactured Products, Exhibit V.
 - g) Specification Compliance Certification, Exhibit VI.
 - h) Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions, Exhibit VII.
 - i) The Bidder shall submit as part of their Bid, complete documentation and illustrative descriptions of all major components and systems comprising the Goods offered to demonstrate conformance with the specifications.
 - j) The Bidder shall submit as part of the Bid a proposed policy for parts and service availability.

7. Communications concerning this Bid shall be addressed to:

The address of BIDDER indicated below:

M-B Companies, Inc.
1200 Park Street
Chilhow, WI 53014

8. The terms used in this Bid which are defined in the Procurement General Conditions of the Procurement Agreement included as part of the Contract Documents have the meanings assigned to them in the Procurement General Conditions, and as may be amended.

9. Bid Opening: 7/17/19 1:30 P.M.
Date Time

SUBMITTED on 7/15/19, 2019.

If BIDDER is:

A Corporation

M-B CO INC

(Corporation Name)

WISCONSIN

(State of Incorporation)

By

Doug Blada

(Signature of Person Authorized to Sign)

Doug Blada, Business Unit Director

(Name and Title of Person Authorized to Sign)

Attest

Steph O Mueller

Assistant (Secretary) Stephan D. Mueller

Business Address M-B Companies, Inc.

1615 Wisconsin Avenue

New Holston, WI 53061

Phone No. 920 898-1005

A Joint Venture

By

(Signature)

(Name)

(Address)

By

(Signature)

(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Attest

(Secretary)

Business Address

Phone No.

A Partnership

(Firm Name)

(Signature of General Partner)

(Name of General Partner)

Business address _____

Phone No. _____

Attest _____
(Secretary)

Business Address _____

Phone No. _____

An Individual

By _____
(Signature of Individual)

By _____
(Individual's Name)

Doing business as _____

Business address _____

Phone No. _____

Attest _____
(Secretary)

Business address _____

Phone No. _____

BID BOND

BIDDER (Name and Address):

M-B Companies, Inc.
 1615 Wisconsin Avenue
 New Holstein, WI 53061

SURETY (Name and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America
 One Tower Square
 Hartford, CT 06183

OWNER (Name and Address):

City of Idaho Falls
 308 Constitution Way
 Idaho Falls, ID 83405

BID

BID DUE DATE: July 17th, 2019

PROJECT (Brief Description Including Location):

Multi-Tasking Equipment (MTE) for Airfield Snow Removal
 FAA/AIP Project No. 3-16-0018-045

BOND

BOND NUMBER: 68103-Travelers-19-019

DATE: (Not later than Bid Due Date): July 10th, 2019

PENAL SUM: Five Percent (5%) of the Bid Amount

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

M-B Companies, inc. (Seal)

Bidder's Name and Corporate Seal

By: [Signature] Service
 Signature and Title President/Exec.

Attest: [Signature] Assistant
 Signature and Title Sec.

SURETY

Travelers Casualty and Surety Company of (Seal)

Surety's Name and Corporate Seal America

By: [Signature] Paige M. Turner
 Signature and Title Paige M. Turner,

Witness: (Attach Power of Attorney) Attorney-in-Fact

Attest: [Signature]
 Signature and Title
 Michael Dorian, Witness

- Note: (1) Above addresses are to be used for giving required notice.
 (2) Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

IMPORTANT--Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

TRAVELERS
Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Paige M. Turner of Kansas City Missouri, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

 By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021


Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 10th day of July, 2019


Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Marsh

**INDEX OF
ADDITIONAL BID FORMS**

Non-Collusion Affidavit, Exhibit I

Joint Venture Statement, Exhibit II

Disadvantaged Business Enterprise Utilization, Exhibit III

Letter of Intent, Exhibit IV

Certification of Buy American Compliance for Manufactured Products, Exhibit V

Specification Compliance Certification, Exhibit VI

Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions, Exhibit VII

NON-COLLUSION AFFIDAVIT

PROJECT: PROCUREMENT OF MULTI-TASKING EQUIPMENT (MTE)
FOR AIRFIELD SNOW REMOVAL
AIRPORT: IDAHO FALLS REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0018-045

Bidder's Name

M-B Companies, Inc.

Address

1615 Wisconsin Avenue, New Holstein, WI 53061

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The Prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

7/15/19

(Date)

(SEAL OF CORPORATION)

M-B Companies, Inc.

(Firm Name)

Don Blada

(Signature of Responsible Officer) Don Blada

Business Unit Director

(Title)

Subscribed and Sworn to before me, this 15th day of July, 2019. My Commission Expires

April 24th 2021
Dee Schumacher Parker
(Notary Public)

JOINT VENTURE STATEMENT

PROJECT: PROCUREMENT OF MULTI-TASKING EQUIPMENT (MTE)
FOR AIRFIELD SNOW REMOVAL
AIRPORT: IDAHO FALLS REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0018-045

PROJECT:
STATE OF Wisconsin)
COUNTY OF Calumet) SS:

We, undersigned, being duly sworn according to law, upon our respective oaths depose and say that:

1. The following named Contractors have entered into a joint venture for the purpose of carrying out all the provisions of the above project:
 - a. N/A ☐ An Individual
☐ A Partnership
☐ A Corporation
 - b. N/A ☐ An Individual
☐ A Partnership
☐ A Corporation
 - c. N/A ☐ An Individual
☐ A Partnership
☐ A Corporation
2. The Contractors, under whose names we have affixed our respective signatures, have duly authorized and empowered us to execute this Joint Venture Statement in the name of and on behalf of such Contractors for the purpose hereinbefore stated.
3. Under the provisions of such joint venture, the assets of each of the Contractors name in Paragraph 1 hereof, and in case any Contractor so named above is a partnership, the assets of the individual members of such partnership, will be available for the performance of such joint venture and liable therefore and for all obligations incurred in connection therewith.
4. This Joint Venture Statement is executed so that the named Contractors, as one organization, may, under such joint venture, bid upon said Contract, and be awarded the contract if they should become the successful bidder therefore. Any bid, bond and agreement relating to said Contract shall be executed by any of the undersigned, and when so executed shall bind this joint venture and each and every Contractor named herein severally and jointly. Simultaneous with the execution of the Contract, the Contractors entering into this joint venture shall designate and appoint a Project Supervisor to act as their true and lawful agent with full power and authority to do and perform any and all acts or things necessary to carry out the work set forth in said Contract.

5. We bind the Contractors for whom we respectively execute this Joint Venture Statement in firm Agreement with N/A (Owner), that each of the representations herein set forth is true.

N/A
(Firm Name)
N/A
(Signature of Responsible Officer)
N/A
(Title)

Subscribed and Sworn to before me, this (a) N/A day of N/A, 20N/A.

By N/A
(Print Name)

N/A
Notary Public

My Commission expires N/A

N/A
(Firm Name)
N/A
(Signature of Responsible Officer)
N/A
(Title)

Subscribed and Sworn to before me, this (a) N/A day of N/A, 20N/A.

By N/A
(Print Name)

N/A
Notary Public

My Commission expires N/A

N/A
(Firm Name)
N/A
(Signature of Responsible Officer)
N/A
(Title)

Subscribed and Sworn to before me, this (a) N/A day of N/A, 20N/A.

By N/A
(Print Name)

N/A
Notary Public

My Commission expires N/A

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

PROJECT: PROCUREMENT OF MULTI-TASKING EQUIPMENT (MTE)
FOR AIRFIELD SNOW REMOVAL
AIRPORT: IDAHO FALLS REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0018-045

This project does not have a contract goal for participation by Disadvantaged Business Enterprises (DBE) for construction. Nothing in this determination is to be construed to prohibit or discourage the Contractor from utilizing DBE subcontractor participation on the project.

The Bidder is committed to a minimum 0 % DBE utilization on this project.

Contractor M-B Companies, INC.

State Registration No. 602852294

By Doug Blada
(Signature)

Doug Blada, Business Unit Director
(Name and Title)

Address 1200 Park Street
Chilton, WI 53014

Phone No. 920-898-1005

LETTER OF INTENT

PROJECT: PROCUREMENT OF MULTI-TASKING EQUIPMENT (MTE)
FOR AIRFIELD SNOW REMOVAL
AIRPORT: IDAHO FALLS REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0018-045

(Provide a separate Letter of Intent for each DBE subcontractor.)

Name of Bidder's Firm: M-B Companies, Inc.
Bidder's Address: 1200 Park Street
City: Chilton State: WI Zip: 53014
Name of DBE Firm: N/A
Address: N/A
City: N/A State: N/A Zip: N/A
Telephone: N/A Area Code: N/A

Attach a copy of most recent letter from DBE certifying agency confirming DBE certification and listing in an approved DBE Directory for each DBE subcontractor.

Description of work to be performed by DBE firm by Bid Item and Bid Schedule.

<u>BID SCHEDULE</u>	<u>BID ITEMS</u>	<u>\$ VALUE</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

Bidder intends to utilize the above-named minority firm for the work described above. The estimated total value of work is \$ N/A.

DBE Confirmation for Participation in the Contract as Stated above for the Amount Indicated.

N/A N/A N/A
Authorized Signature Name of DBE Firm Date

If the above-named bidder is not determined to be the successful bidder, the Letter of Intent shall be null and void.

LETTER OF INTENT, EXHIBIT IV

CERTIFICATION OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

**PROJECT: PROCUREMENT OF MULTI-TASKING EQUIPMENT (MTE)
FOR AIRFIELD SNOW REMOVAL**

**AIRPORT: IDAHO FALLS REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0018-045**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States, or;
- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product.
3. To furnish US domestic product for any waiver request that the FAA rejects.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☒ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety);
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture;
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver - Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Name of Firm M-B Companies, INC.
By Doug Blada Business Unit Director 7/15/19
(Signature) (Title) (Date)
Doug Blada

Buy America Waiver Request

Title 49 U.S.C Section 50101 (b)

For Equipment and Vehicles (ARFF and SRE) Procured under the Airport Improvement Program

Type of Waiver Request:

The bidder may request a waiver subject to the provisions of Section 50101 (b)(1), Section 50101 (b)(2), Section 50101(b)(3) or Section 50101(b)(4). The Owner's approval of the bidders request is contingent upon Federal Aviation Administration (FAA) approval with the waiver request. The bidder must select one of the following applicable waiver provisions:

- ☐ Section 50101(b)(1): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(1). Applying subsection 50101 (a) *Preference*, would be inconsistent with the public interest. (See approval level below).
- ☐ Section 50101(b)(2): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(2). The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality. (See approval level below).
- ☒ Section 50101(b)(3): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(3). The bidder further certifies 75.8 % of the cost of components and subcomponents comprising the facility are produced in the United States and that final assembly occurs with the United States. (Bidder must attach a copy of the component cost calculation table).
- ☐ Section 50101(b)(4): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(4). The bidder asserts provision of domestic material increases the cost of the overall project by more than 25%.

Certification Signature

In accordance with Section 50101(b), we request a waiver to the Buy America provisions based on the above certification and attached documentation.

M-B Companies, Inc.
Bidder's Firm Name
Don Black
Signature Don Black

7/15/19
Date

Approval level for Waivers:

Please note that approval of waivers listed under (b)(1) & (2), can only be approved by the FAA Office of Airports in Washington DC and approval is rare. Waivers listed under (b) (3) & (4) may be approved by FAA Regional or District Offices.

Instructions for Section 50101(b)(3) Waiver:

1. "Equipment" in Section 50101 shall mean AIP-funded vehicle or single piece of equipment.
2. The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. Bidder shall avoid mere pro forma efforts to establish the waiver request percentage. The Bidder must submit the component cost calculation table as an attachment to the waiver request. The component breakout shall be along major elements/systems of the equipment.
3. Components are the material and products directly incorporated into the "vehicle" at the place of final assembly.
4. The final assembly of the AIP-funded "equipment" must be within the USA (Section 50101(b)(3)(B)). Final assembly is the substantial transformation of the components and subcomponents into the end product.
5. All steel used in the "Equipment" must be produced in the USA. FAA will not approve a waiver for products made with non-domestic steel.
6. The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide sufficient documentation that indicates origin of manufacturer and percentage of domestic manufactured product.
7. The bidder is hereby advised there is no implied or expressed guarantee that the Federal Aviation Administration (FAA) will approve any requested waiver. The FAA CANNOT concur with any waiver request for less than 60% US component participation.

Instructions for Section 50101(b)(4) Waiver:

1. This waiver is rarely applied. Consult Owner before making this request.
2. Prepare detailed proposal costs using domestic product(s) and the overall project cost. Prepare detailed alternate proposal costs of the non-domestic product(s) and the overall project cost. If the proposal with domestic product(s) is more than 25% of the proposal with non-domestic product(s), the bidder may request a waiver under 50101(b)(4).
3. Bidder must attach adequate documentation that supports the use of domestic products results in an increase in the overall project costs that exceeds 25%. The bidder must certify under signature and date that the submittal information is correct and accurate.

North America Free Trade Act (NAFTA)

The NAFTA does not apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.

M-B Companies, Inc.
 MB5 Multi-Tasking Carrier Vehicle with Plow and Broom
 Procurement of Multi-Tasking Equipment (MTE) for Airfield Snow Removal
 Prepared for Idaho Falls Regional Airport
 FAA/AIP Project No. 3-16-0018-045

Buy American		MB5			
Country		Quantity	Manufacturer	Sell Price Each	
China	QSG engine	2	Cummins	\$ 100,192.21	
Indeterminable	Tires	5	Goodyear	\$ 4,077.73	
Sweden	Frame rail	2	GE Mathis	\$ 3,953.25	
Czech Republic	Broom caster tires	4	Continental	\$ 1,859.95	
Italy	Broom drive gear boxes	2	Brevini	\$ 4,860.83	
Sweden	Air blower motors	2	SunFab	\$ 3,151.84	
Czech Republic	Plow caster tires	2	Continental	\$ 929.97	
Indeterminable	Electrical controllers, lights, modules	1	Indeterminable	\$ 4,367.53	
Indeterminable	Operating control screen	1	Indeterminable	\$ 2,533.77	
Indeterminable	Electrical Harnesses	1	Indeterminable	\$ 3,307.79	
Indeterminable	Nuts, bolts, fittings	1	Indeterminable	\$ 1,463.64	
			Non-USA sell price	\$ 130,698.51	
	Sell price less final assembly, warranty, freight, training		Each	\$ 540,326.40	
	Non-USA components		Each	\$ 130,698.51	
	USA components		Each	\$ 409,627.89	
	Percent USA components			75.8%	

Final Assembly takes place in Chilton, Wisconsin

M-B Companies, Inc. 7/15/19


 Doug Blada
 Business Unit Director

11



January 10, 2017

Russell Thiel
PIC Manager
M-B Companies – Airport Maintenance Products
1200 Park St. Chilton, WI 53014

Russ:

The purpose of this letter is to confirm that if M-B Companies requests USA Mill sourced materials, we will provide only USA sourced materials, along with Mill Certs for the materials purchased. All purchases are subject to Russel Metals Williams Bahcall Inc. terms and conditions.

Regards,

A handwritten signature in black ink, appearing to read 'Steve DeBot'. The signature is fluid and cursive, written over a blank space.

Steve DeBot
Controller



1555 N. Mayfair Road
Milwaukee, WI 53226
Telephone 414.453.4441 | 800.279.8335
Fax 414.453.0789

January 10th, 2017

Christopher Stutzman
Senior Buyer/Production Planner
M-B Companies – Airport Maintenance Products
1200 Park Street
Chilton, WI 53014

RE: FAA "Buy American" Requirements

Dear Mr. Stutzman,

In response to your request that Wisconsin Steel and Tube Corporation (WS&T) be able to provide steel products from only US sources when specified by the Purchase Order, we are able to comply. WS&T does currently maintain records for the country of origin for the stock we distribute.

Orders will be reviewed at time of entry for the requirement, and the COO of the stock on-hand. The sales representative will inform M-B via conformation that WS&T has US stock to fill the order or if there will be a delay while US stock if procured is it not currently in stock.

Please direct any further questions to Steve Lewis.

Regards,

Michele Jashinski
Sales Manager
Wisconsin Steel & Tube Corporation



Michele Jashinski
Sales Manager

Direct 414-256-8142
Cell 414-840-1204
Main 414-453-4441
Fax 414-453-0789
Toll Free 800-279-8335

Michele.J@wisteeltube.com
wisteeltube.com



YOUR PARTNER IN PRODUCTION

2.9.17

Chris Stutzman

Senior Buyer/Production Planner

M-B Companies-Airport Maintenance Products

1200 Park Street Chilton, WI 53014

Good Morning Chris,

Lapham-Hickey Steel will adhere to the request from M-B Companies to supply American or US Steel Products when requested. Lapham-Hickey reserves the right to review any and all orders that require to have a specific Country of Origin to verify stock is available at time of order. Lapham-Hickey will let M-B Company know if there are any concerns with a Purchase Order and the Country of Origin. All orders and quotes from Lapham-Hickey are subject to the Lapham-Hickey Steel terms and conditions.

Best Regards,


Steve Ford Jr

Account Manager

920-376-0964



FAA
Office of Airports Planning and Programming

Buy American Preferences - Final Assembly Questionnaire

Submitted by: M-B Companies, Inc.

Regarding: Idaho Falls Regional Airport, FAA/AIP Project No. 3-16-0018-045
One (1) MB5 Multi-Tasking Carrier Vehicle with Plow and Broom

To assist the Federal Aviation Administration (FAA) in making the determination of whether final assembly of the product occurs in the United States, please complete and submit this questionnaire when requesting a Buy American Waiver under 49 U.S.C. 50101(b)(3)(A).

1. Please provide a description of the assembly process occurring at the specified final location in the United States?

Please describe the final assembly process and its various operations?

M-B manufactures most of the components used on the proposed product in Chilton, Wisconsin. These components, plus those purchased are brought to the Chilton final assembly area where they are painted as needed, and assembled into the final product. Final assembly includes installing the frame, the front and rear drive axle, drop box, building and installing the plow, building and installing the broom head, installing the hydraulic system and controls, installing cab controls and install auxiliary lights, etc.

How long does the final assembly process take to complete?

Because this information is confidential, we will state that it will take over 800 man-hours for final assembly

2. Please provide a description of the resources used to conduct the assembly of the product at the specified location in the United States?

How many employees are involved in the final assembly process and what is the general skill level of those employees?

The number of employees in the final assembly process is approximately 7-9 employees on a given unit during assembly. Skill levels range from qualified mechanic / assembler to craftsman.

What type of equipment is used during the final assembly process?

Painting equipment, power and hand tools, hoists and cranes

What is a rough estimate of the associated cost to conduct final assembly of the product at the specified location in the United States?

Final assembly labor costs represent between 15% and 20% of the total bid price for this project.

SPECIFICATION COMPLIANCE CERTIFICATION

PROJECT: PROCUREMENT OF MULTI-TASKING EQUIPMENT (MTE)
FOR AIRFIELD SNOW REMOVAL
AIRPORT: IDAHO FALLS REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0018-045

1. In submission of this Bid, the Bidder hereby certifies that the goods he/she intends to provide to the Owner ☒ Do ☐ Do Not comply with the design and construction requirements of this procurement specification. If the 'Do Not' box is marked, the Bidder shall attach a detailed description of the item(s) in which the proposed Goods fail to comply with the procurement specification. Failure to submit this information shall be grounds to consider the bid non-responsive.
2. In submission of this Bid, the Bidder hereby certifies that the goods he/she intends to provide to the Owner ☒ Do ☐ Do Not comply with the performance requirements of FAA Advisory Circular 150/5220-20 Airport Snow and Ice Control Equipment, SAE ARP5943 Snowplows and Hitches, SAE ARP5539 Rotary Plow with Carrier Vehicle, and this specification. Equipment testing shall be conducted on standard production models. If the 'Do Not' box is marked, the Bidder shall attach a detailed description of the item(s) in which the proposed Goods fail to comply with the performance requirements specified. Failure to submit this information shall be grounds to consider the bid non-responsive.
3. In submission of this Bid, the Bidder hereby certifies that he/she ☒ Will ☐ Will Not be able to deliver Goods by the date (or in the Contract time) specified in Article 4 of the Procurement Agreement. If the 'Will Not' box is marked, the Bidder proposes to deliver the Goods no later than the following date:

If an earlier delivery date can be achieved, identify the proposed date:

Name of Firm M-B Companies, Inc.

By Dan Blada Business Unit Director 7/15/19
(Signature) (Title) (Date)

**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND
FELONY CONVICTIONS**

PROJECT: PROCUREMENT OF MULTI-TASKING EQUIPMENT (MTE)
FOR AIRFIELD SNOW REMOVAL
AIRPORT: IDAHO FALLS REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0018-045

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

3. The applicant represents that it is ☐ is not ☒ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
4. The applicant represents that it is ☐ is not ☒ is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Date

7/15/19

Signature

Don Blada

Company Name

M-B Companies, Inc.

Title

Business Unit Director

BIDDERS LIST INFORMATION

PROJECT: PROCUREMENT OF MULTI-TASKING EQUIPMENT (MTE)
FOR AIRFIELD SNOW REMOVAL
AIRPORT: IDAHO FALLS REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0018-045

- The OWNER is required to create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts.
- The bidders list is used to determine the number of firms that are participating, or attempting to participate on DOT-assisted contracts.
- The bidders list must include all firms that bid on prime contracts or bid or quote subcontracts on DOT-assisted projects, including both DBE and non-DBE firms.
- The bidders list provides a valuable measure of available DBE subcontractors and will be used to set realistic overall DBE goals.

Provide the following information for ALL firms from which you received a bid or quote. Copy the form as needed to provide data for ALL firms. Submit with Bid Documents.

Firm Name: <i>(See Attached DBE statement and)</i>	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address: <i>Good Faith Listing</i>	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote:	

Firm Name:	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote:	

Firm Name:	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote:	

Firm Name:	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote:	

**Idaho Falls Regional Airport, City of Idaho Falls, Idaho,
FAA/AIP Project No. 3-16-0018-045,
Procurement of Multi-Tasking Equipment (MTE)
for Airfield Snow Removal,
Bids Opening Date July 17, 2019, 1:30 P.M.**

M-B Companies, Inc. DBE Participation Plan

The M-B Companies has over the past several years sent out solicitations to our supply base inquiring and encouraging our suppliers to participate in the Disadvantaged Business Enterprise (DBE) program.

87 M-B suppliers have been contacted through email and follow up phone calls. Evidence of this is detailed on our attached Good Faith Effort listing.

The solicitation directs the suppliers to the following websites:

Out of state suppliers are directed to: <http://www.dot.gov/osdbu/disadvantaged-business-enterprise/state-dot-and-dbe-program-websites>,

Wisconsin Suppliers are directed to: <http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

As of this date, we have not found a certified DBE supplier for the equipment in this bid.

M-B continues to search for certified DBE's for future opportunities.

M-B Companies - AMP

06/20/19 - Bill Hecker

**Good Faith Effort for:
WBE-MBE-DBE-SBE-VEB**

<u>Supplier</u>	<u>Supplier Contact Info</u>	<u>N/A</u>	<u>WBE</u>	<u>MBE</u>	<u>DBE</u>	<u>SBE</u>	<u>VEB</u>	<u>GRS</u>
Metals Engineering	Metals Engineering 1800 South Broadway Green Bay, WI 54304 (920) 339-8590 Phone (920) 339-8592 Fax Rhonda Rusch	X						1
Lenz Inc.	Lenz Inc. 3301 Klepinger Road Dayton, OH 45406 phone 678-641-2852 fax 770-529-1472 Richard Brown	X						1
Kelburn	Kelburn Engineering Company 851 N. Industrial Drive, Elmhurst, IL 60126 P 630-832-8383 x209 F 630-832-8515 Ron Johnson	X						1
Henderson products	Henderson Products Inc. 1085 South Third Street Manchester, IA 52057 563-927-7236 Dennis Meisgeier	X						1
Monarch Ind.	Monarch Industries Limited Phone: 204-786-7921 Ext 219 Fax: 204-772-9496 Toll free: 800-665-0247 Fred Morgan	X						1
J&D Tube Benders	J & D TUBE BENDERS, INC. 8951 Enterprise Way Schofield, WI 54476 1-800-283-8302 1-715-359-8687 FAX Tom Felch	X						1
Falcon Ind.	Falcon Industries, Inc. 901 Astro Blvd. East Cosmos, MN 56228 ☎Telephone: 320-877-7713 ☎Fax: 320-877-7715 Rhonda J. Gass	X						1
Power Systems	Power Systems, LLC 3026C Highway 145 Richfield, WI 53076 p. 262-677-4567 f. 262-677-4655 Donna Peterleus	X						2
Prop Shaft Supply	Prop Shaft Supply 969 Koopman Lane Elkhorn, WI 53121 Office 262-743-1606 Cell 262-492-7799 Joe Kinney		X					1

Arntzen Corp.	Arntzen Corporation 14600 W. Washington St. Woodstock, IL 60098 Ph: 800.957.7655 ext: 221 Fax: 815.334.0778 Ryan D. Moyer	X							1
Northern Iron and Machine	Northern Iron & Machine 867 Forest Street St. Paul, MN 55106 651-778-3320, phone 651-778-3380, fax 763-300-9563, cell Mark Amland	X							1
McNeilus Steel	McNeilus Steel - Fond du Lac, WI 123 East Larsen Drive Fond du Lac, WI 54937 920-923-1778 ext. 5026 Zachary J Todd	X							1
Aurelius MFG.	Aurelius Mfg. Co. Inc. 220 SW 8th Street Braham, MN 55006 Phone - 320-396-3343 Fax - 320-396-3346 Laura Keppler	X							1
Trimark Corp.	Trimark Corp. 510 Bailey Avenue New Hampton, IA 50659 800-431-8616 Terri Troutner	X							1
Gemini Plastics	Gemini Plastics, Inc. 1333 Viking Lane Green Bay, WI 54115 Phone: 800-236-3333 Ken Curry	X							1
Waytek Wire	Waytek Inc. PO Box 81 Chaska, MN 55318 Phone (800)328-2724 X111 Fax (800)858-0319 Travis Dhein	X							1
Cross MFG.	Cross Manufacturing, Inc. 100 James H. Cross Blvd. Lewis, KS 67552 620-324-5525 Mike Worley	X							1
Diesel Components Inc.	Diesel Components Inc. 1500 E Cliff Road Burnsville, MN 55337 PH 952-890-2885 FX 952-890-2920 Nick Fiddle	X							1
Burns Industrial	Burns Industrial W8622 Willis Ray Road Whitewater, WI 53190 414-587-8214 Jim Robinette	X							1

Jay MFG.	Jay Manufacturing Oshkosh, Inc. 2045 West 20th Avenue Oshkosh, WI 54903-3064 Phone: (920) 235-1770 ext. 32 Cell: (920) 573-9151 Fax: (920) 235-2383 John Bores							X	1
Fuel Systems	Fuel Systems Inc. 12730 Robin Lane Brookfield, WI 53005 800-236-3835 Jeff Koppelman	X							1
Therma-Tech	A.R Lintern-Therma-Tech 24900 Capitol Redford, Mi (313)537-5330 ext. 204 Jim Geagan	X							1
Safety Vision	Safety Vision/ICOP 6100 West Sam Houston Parkway North Houston, Texas 77041-5113 800.880.8855 TOLL 713.929.1151 DIRECT 713.896.6600 MAIN 713.896.6640 FAX Terri Molina	X							1
Arrowhead Plastic Engineering	Arrowhead Plastic Engineering, Inc. P.O. Box 75 Eaton, IN 47338 Phone: 765-396-9647 Fax: 765-396-9649 Faith Adair	X							1
Russel Metals	Russel Metals Williams Bahcall PO BOX 210380 Milwaukee, WI 53221 office 414-481-7100 direct 414-982-6666 cell 414-750-2876 Steve DeBot	X							2
Enginaire Inc.	Enginaire Inc. 122 South River Street Janesville, WI 53548 608-755-5466 Ginny Allbee	X							1
Dana Corp.	Dana Holding Corporation Commercial Vehicle Products Group One Village Center Drive Van Buren Twp, MI 48111-5711 Ph: (269) 779-4478 Mark Jeffrey	X							2
Sawbrook Steel	Sawbrook Steel 425 Shepherd Avenue Cincinnati, OH 45215 513-554-1700 Mary Simpson	X							2

Schofield Enterprises	Schofield Enterprises, Inc. 8405 Enterprise Way Schofield, WI 54476 (715)359-2497 Tami Holmes	X						1
Durst	Durst-Regal 5560 E. Buss Road Clinton, WI 53525 D: 608-361-5526 O: 800.356.0775 F: 608.365.6812 Al Bower	X						1
HED	HED Inc. 2120 Constitution Avenue Hartford, WI 53027 (262) 670-2980 Direct (262) 673-9455 Fax Michelle Schmitt	X						1
Weimer Bearing	Weimer Bearing & Transmission 2051 Progress Way Kaukauna, WI 54130 920-766-5463 920-766-5725 fax Ben Cleveland	X						1
Nott Company	Nott Company 3100 East Frontage Road Kaukauna, WI 54130 800-456-0152 x 110 Brian Genke	X						1
NM Transfer Company Inc.	NM Transfer Co., Inc. NM Expedited 630 Muttart Road Neenah, WI 54956 800-236-4463 C 920-427-5786 Mark Winter	X						1
IAP Inc	IAP Inc W6905 Paradise Lane Phillips, WI 54555 715-339-3024 Scott Woldt	X						1
Dufeck Wood	Dufeck Wood Products Mfg. 210 Maple Street Denmark, WI 54208 Jodi Weier	X						1
Road Equipment	Road Equipment Parts Center 801 N Bluemound Drive Appleton, WI 54914 920-731-5393 fax 920-731-1712 Bob Momberg	X						1
Knopf	OE Sales div. of Knopf Automotive 600 Corporation Dr. Pendleton, IN 46064 office: 1-765-778-6483 mobile: 1-989-295-3618 Jim Nadolny	X						1

Motion Ind.	Motion Industries-WI09 3669 Enterprise Drive Sheboygan, WI 53083 P 920-208-5600 F 920-208-5618 Torren Nicholas	X							1
Hentzen Coatings, Inc.	Hentzen Coatings, Inc. 6937 West Mill Road Milwaukee, WI 53218-1225 Office: (414) 353-4200 Ex. 56871 Fax: (414) 353-0286 I Mobile: (414) 704-4534 Kevin Sehmer	X							1
GS Global Resources, Inc.	GS Hydraulics Sales Inc. 926 PERKINS DRIVE MUKWONAGO, WI 53149 Direct Phone: 262-901-1071 GS Main Fax: 262-786-6787 Jay Stoll	X							1
Industrial Nameplate	Industrial Nameplate, Inc. W6251 Neubert Rd. Appleton, WI 54913 920.731.9105 John Schuldes		X		Applied				1
JTD Enterprises Inc.	JTD Enterprises Inc. 44 Walnut Street Chilton, WI 53014 920-849-2900 Tom Hoban		X		Applied				2
S. Sterling	S. Sterling Company 102 International Drive Peachtree City, GA 30269 770-632-8755 770-632-8756 fax Amanda Collier	X							1
Machine Service Inc	Machine Service Inc 1000 Ashwaubenon Street Green Bay, WI 54304 920-339-3000 x 139 Eric Caelwaerts	X							1
Endries International	Endries International 714 Ryan Street Brillion, WI 54110 T: (920) 756-4584 Todd Marsicek	X							1
Ray's Tire	Ray's Tire 1614 7th Street Green Bay, WI 54304 800-810-5177 David Ellis	X							1
Rychtik Welding & Mfg	Rychtik Welding & Mfg 818 Beech Street Grafton, WI 53024 262-377-1592 Greg Rychtik	X							1

Images on Metal Inc	Images on Metal Inc 105 S Mantorville Avenue Kasson, MN 55944 507-634-1210 Carol Benner	X							1
Hotstart Inc.	Hotstart Inc. E 5723 Alki Avenue Spokane, WA 99212 Ph: 509.536.8669 Cell: 509.954.1000 Jason Cook	X							1
Actia	ACTIA 2809 Bridger Court Elkhart, IN 46514 Ph: 574-266-2640 Fax: 574-266-2740 Lisa Foster	X							1
Flambeau	Flambeau 801 Lynn Ave Baraboo, WI 53913 Phone: 608-355-6568 6568 Fax: 608-355-2245 Katy Morehouse	X							1
Interstate Power Systems	Interstate Power Systems 13015 W. Custer Avenue Butler, WI 53007-0500 Phone 262-783-8702 Mobile 262-441-0884 Fax 262-783-8981 Steve Fredrick	X							2
Fleet Pride	Fleet Pride 743 North Keyser Avenue Scranton, PA 18504 (920) 499-4522 Aaron	X							1
OTR Wheel Engineering, INC.	OTR Wheel Engineering, INC. PO Box 732068 Dallas, TX 75373 706-235-9781 Charles Jackson	X							1
Purosil LLC	Purosil LLC PO Box 1839 Corona, CA 92878 951-271-3900 ext 413 951-271-3901 fax Annie Dinh	X							1
Connector Concepts Inc	Connector Concepts Inc 1530 McCormick Blvd. Mundelein, IL 60060 847-541-4020 Tony Doctor							X	1
Packer City International	Packer City International 611 Hansen Road Green Bay, WI 54306 920-499-0879 Michelle Burt	X							2

ESCO Corp. (Bucyrus)	ESCO Bucyrus 260 E. Beal Avenue Bucyrus, OH 44820 Office: +1 419.563.2673 Toll Free: +1 800.446.3726 Fax: +1 800.642.4542 Brad Timmer	X							1
Olson Trailer & Body	Olson Trailer & Body PO Box 12586 Green Bay, WI 54307 920-499-0881 Tom Johnson	X							1
R. H. Sheppard Co. Inc.	R. H. Sheppard Co. Inc. PO BOX 7383 Lancaster, PA 17604 717-633-4155 Tony Noble	X							1
Commercial Vehicle Group	Commercial Vehicle Group 527 West US Highway 20, Michigan City, IN 46360 Office: (219) 861-2540 Fax: Mobile: (219) 363-6493 Voice IP: 62540 Carla Leake	X							1
SunSource	SunSource 23851 Network Place Chicago, IL 60673 Phone: 952.563.1710 Fax: 800.548.0541 Wendy Sorter	X							1
United Rotary Brush Corp.	United Rotary Brush Corp. PO Box 219911 Kansas City, MO 64121 800-851-5108 Rob Hill	X							1
American Cooling Systems, LLC	American Cooling Systems 3099 Wilson Drive NW Grand Rapids, MI 49544 Office 248-332-7200 Mobile 248-762-1399 Dave Solomon	X							1
Appleton Packing & Gasket	Appleton Packing & Gasket 2809 North Conkey Street Phone - 920-731-4487 Fax - 920-731-6622 Barry Prosser	X							1
Brunner Enterprises									1
Dexter Axle	Dexter Axle 26656 Network Place Chicago, IL 60673 260-636-3033 Vicky Metzger	X							1
Engman-Taylor	Engman-Taylor 3311 E. Capitol Drive Appleton, WI 54912 800-236-3820 Michael West	X							1

Faster Inc.	<p>FASTER INC. 6560 Weatherfield Ct. Maumee, OH 43537 Main Office: 1-800-231-2501 Fax: 1-888-316-2695 Rachel Hake</p>	X							1
Fertilizer Dealer Supply	<p>Fertilizer Dealer Supply PO Box 500 Philo, IL 61864 800-462-6670 Chris Blakeney</p>	X							1
Guenther Supply	<p>Guenther Supply Inc 429 W 11th Street Fond du Lac, WI 54935 Phone - 920-921-0821 Fax - 920-921-5409 Steve Wojahn</p>	X							1
Jagemann Plating Co.	<p>Jagemann Plating Co. 1324 So. 26th Street Manitowoc, WI 54221 920-682-6883 Joe Denor</p>	X							1
Kahlenberg Industries Inc.	<p>Kahlenberg Industries, Inc. P.O. Box 358, 1700 12th St. Two Rivers, WI 54241 Ph: 920-793-4507 x116 Fx: 920-793-1346 Erick Kahlenberg</p>	X							1
Kaman Industrial Technologies Corporation	<p>Kaman Industrial Technologies Corporation 4736 South Taylor Drive, Sheboygan, WI 53081 O: 920-395-7178 F: 920-458-2645 Kelly Kilmartin</p>	X							1
Kundinger Fluid Power									1
Lisowe Fab Weld & Machine LLC	<p>Lisowe Fab, Weld & Machine LLC N2280 Hayton Road New Holstein, WI 53061 920-450-8591 Tel 920-898-5976 Fax Todd Lisowe</p>	X							1
Logan Clutch Corporation	<p>Logan Clutch Corporation Manufacturers of Industrial Clutches and Brakes Tel: (440) 808-4258 Toll Free: (800) 525-8824 Fax: (440) 808-0003 Elyse (Lisa) Logan</p>	X							1
Milcut	<p>Milcut Incorporated N50 W13400 Overview Dr Menomonee Falls, WI 53051 Direct: 262.252.1508 Cell: 262-212-9806 Fax: 262.783.7678 Karl O. Johnson, Veteran USMC</p>	X							1

Molded Dimensions	Molded Dimensions 701 Sunset Road Port Washington, WI 53074 P: 262/284-9455 x 129 F: 262/284-0696 Sarah Post		X						1
MSC Industrial Supply	MSC Industrial Supply 75 Maxess Road Melville, NY 11747 800-645-7270	X							1
Spies Painting, Inc.	Spies Painting, Inc. N8003 Highway 151 Fond du Lac, WI 54937 Ph: (920) 921-7107 Fax: (920) 921-5608 Lisa Schreiber	X							1
Steelwind Ind.									1
Baum Machining	Baum Machine Inc. N253 Stoney Brook Rd. Appleton, WI 54915 Phone 920-738-6613 Cell 920-716-3358 Fax 920-738-0571 Duane Felton	X							1
Centerline Machining and Grinding	Centerline Machining & Grinding, LLC 760 Centerline Drive Hobart, WI 54155 920-544-0825 920-544-0576 - Fax Sara L. Dietzen	X							1
Note: Suppliers highlighted yellow have not responded.									
Note: Suppliers who have certification.									

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T-O ENGINEERS

2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642-6703
(208) 323-2288 - PHONE
(208) 323-2399 - FAX



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. Six PPG Place, Suite 300 Pittsburgh, PA 15222	CONTACT NAME: Bill Tomlinson PHONE (A/C, No, Ext): 866-966-4664 E-MAIL ADDRESS: pittsburgh.certrequest@marsh.com FAX (A/C, No): 212-948-0836
CN117013730--GAXW-19-19	INSURER(S) AFFORDING COVERAGE
INSURED ASH North America Inc. (*See Attached) 874 Walker Road Suite C Dover, DE 19904	INSURER A: XL Insurance America, Inc. NAIC # 24554 INSURER B: Zurich American Insurance Company 16535 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

CLE-006458615-01

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		US00081895L119A	07/01/2019	01/01/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP 0158388-02	07/01/2019	08/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		US00082557L119A	07/01/2019	01/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A	WC 0158387-02	07/01/2019	08/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Garagekeepers Coverage		BAP 0158388-02	07/01/2019	08/01/2019	Limits: See Attached Deductibles: 1k Comp/\$1k Coll

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: FAA/AIP Project No. 3-16-0018-045, Procurement of Multi-Tasking Equipment (MTE) for Airfield Snow Removal.

Certificate Holder, City of Idaho Falls, Idaho, is/are included as Additional Insured where required by written contract with respect to General Liability and Auto Liability. WC coverage is primary, where required by written contract.

CERTIFICATE HOLDER

City of Idaho Falls, Idaho
308 Constitution Way
Idaho Falls, ID 83405

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

AGENCY CUSTOMER ID: CN117013730

LOC #: Pittsburgh



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED ASH North America Inc. (*See Attached) 874 Walker Road Suite C Dover, DE 19904
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Garagekeepers Limits:

1200 Park St., Chilton, WI	\$1,000,000
1615 Wisconsin Ave., New Holstein, WI	\$300,000
2490 Ewald Ave SE, Salem, OR	\$500,000
95 Blessing Road, Muncy, PA	\$750,000

*M-B Companies, Inc. is an Insured under this program.



MEMORANDUM

FROM: Bear Prairie, General Manager *Book*
DATE: Tuesday, October 1, 2019
RE: Regular Agenda – Bid award to Rivers West Construction for Idaho Fall Power Mezzanine Remodel

Item Description

Bid award to Rivers West Construction to remodel the warehouse mezzanine in the Idaho Falls Power administration building to the lowest responsive and responsible bids received for \$87,165.00.

Purpose

Idaho Falls Power has a need for additional office space in order to locate work groups together that are currently located in different buildings. This purchase request is relevant to the growth and development community-oriented results by remodeling warehouse storage space into usable office space for at least nine employees.

Fiscal Impact / Financial Review

Funds to pay for the mezzanine remodel are within the FY20 Idaho Falls Power operating budget and in the capital improvement plan.

Legal Review

No review required.

Interdepartmental Review

None required.

Recommended Action

It is the recommendation of Idaho Falls Power to accept and approve the bid from the lowest responsive and responsible bidder, Rivers West Construction, for \$87,165.00 or take other action deemed appropriate.



☐ Economic



☐ Governance



☒ Growth



☐ Learning



☐ Livable



☐ Safety



☐ Sustainability



☐ Transportation

Project Name: Idaho Falls Power Admin Building Mezanine Remodel
Project Number:

Project Name: Idaho Falls Power Admin Building Mezanine Remodel
Project Number:

[illegible]



MEMORANDUM

FROM: Chris Fredericksen, Public Works Director

DATE: Friday, October 4, 2019

RE: Easement Vacation – East View Addition

Item Description

Attached for consideration is an easement vacation for Lots 12, 13, 20, and 21 in Block 17 of the East View Addition, Division 3.

Purpose

This easement vacation is requested by the lot owners, Carey R. and Julie K, Heaton, to better facilitate the development of their property. The easement vacation supports the community-oriented result of economic growth and vibrancy by allowing the property owners to make better use of their property.

Fiscal Impact / Financial Review

N/A

Legal Review

The City Attorney prepared the easement vacation.

Interdepartmental Review

Other appropriate departments have reviewed the easement vacation.

Recommended Action

Public Works recommends approval of this easement vacation; and, authorization for the Mayor and City Clerk to sign the necessary documents.



☒ Economic



☐ Governance



☐ Growth



☐ Learning



☐ Livable



☐ Safety



☐ Sustainability



☐ Transportation

ORDINANCE NO. 2019-

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATIONS OF EASEMENTS LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED EASEMENTS SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the owners would like to vacate the eight (8') foot public utility easements along the back lot lines of lots 12, 13, 20, and 21 Block 17 of the East View Addition, Division 3, to better facilitate the development of their lots; and

WHEREAS, the utility providers have agreed to the vacation; and

WHEREAS, the owners will dedicate new easements, as needed, as the site plan for the property is developed.

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

SECTION 1. Vacation. The following portion of the public utility easement to the City of Idaho Falls, Bonneville County, Idaho, shown in Exhibit "A" attached hereto.

SECTION 2. Exceptions from Vacation. Vacation of property described in Section 1 of this Ordinance shall not include any other easements, or any franchise rights that are not shown by Section 1 above.

SECTION 3. Right-of-Way Vacation. Council deems it expedient for the public good and to be in the best interests of the adjoining properties that the property described in Section 1 of this Ordinance be in the same is hereby vacated in its entirety and shall revert to property owners as follows:

Vacation of property shall be to Carey R. and Julie K. Heaton, 798 S. Boulevard, Idaho Falls, Idaho 83402.

SECTION 4. 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 5. 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 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this ____ day of October, 2019.

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, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATIONS OF EASEMENTS LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED EASEMENTS SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW."

Kathy Hampton
City Clerk

(SEAL)

Exhibit "A"



IDAHO FALLS (208) 542-2665
REXBURG (208) 359-2665

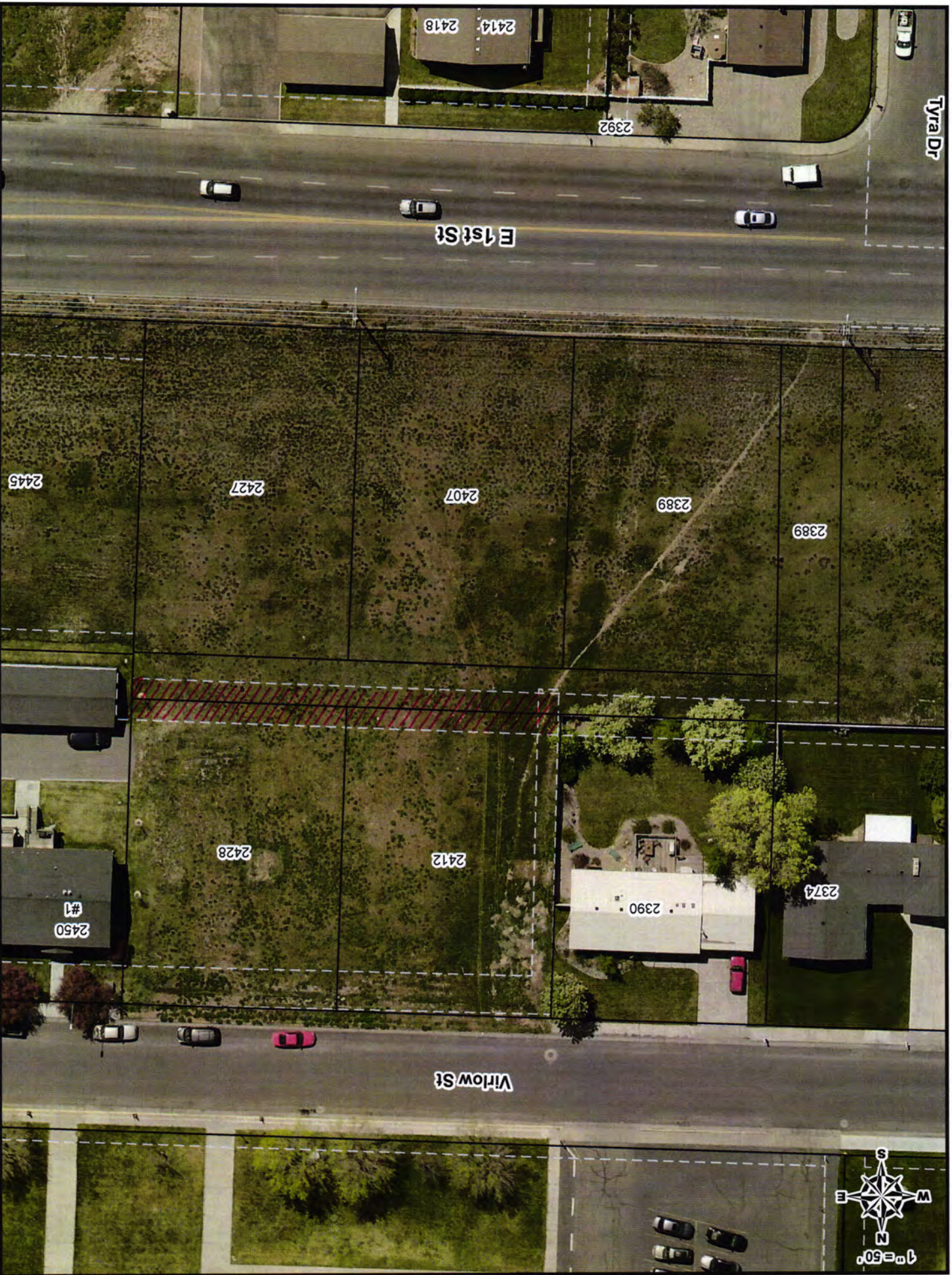
LEGAL DESCRIPTION

A PARCEL OF LAND INCLUDED IN LOT 12, LOT 13, LOT 20 AND LOT 21, BLOCK 17, EAST VIEW ADDITION, DIVISION NO. 3, TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO AND BEING PART OF THE SOUTH-EAST 1/4 OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN AND THE BOUNDARY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT THAT IS N.87°58'13"W. ALONG THE SECTION LINE 461.77 FEET AND N.00°47'37"E. 180.43 FEET FROM THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SAID POINT BEING THE SOUTHEAST CORNER OF AN EXISTING PUBLIC UTILITY EASEMENT INSTRUMENT NO. 1411400; RUNNING THENCE N.02°01'47"E. ALONG THE EAST LINE OF SAID PUBLIC UTILITY EASEMENT A DISTANCE OF 16.00 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING PUBLIC UTILITY EASEMENT AS PART OF EAST VIEW ADDITION, DIVISION NO. 3, TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, INSTRUMENT NO. 438826; THENCE S.87°58'13"E. ALONG SAID NORTH LINE 162.00 FEET TO THE WEST BOUNDARY LINE OF FIRST AMENDED PLAT OF EAST VIEW ADDITION, DIVISION NO. 3, TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, INSTRUMENT NO. 1020529; THENCE S.02°01'47"W. ALONG SAID WEST BOUNDARY LINE 16.00 FEET TO THE SOUTH LINE OF SAID EAST VIEW, DIVISION NO. 3, PUBLIC UTILITY EASEMENT; THENCE N.87°58'13"W. ALONG SAID SOUTH LINE 162.00 FEET TO THE POINT OF BEGINNING.



18078



Tyra Dr

E 1st St

2418

2414

2392

2389

2389

2407

2427

2445

2374

2390

2412

2428

#1
2450

Willow St





MEMORANDUM

FROM: Brad Cramer, Community Development Services Director

DATE: Monday, October 7, 2019

RE: Ordinance and Memorandum of Understanding Regarding Parking Enforcement in the
Downtown Area

Item Description

Attached for consideration at the October 10, 2019 regular Council Meeting is an ordinance modifying various sections of City Code to allow an authorized parking enforcement agent to assist in parking enforcement. The Ordinance also includes an appeal process for parking violation tickets and addresses other minor changes within these sections. The ordinance is directly related to the Memorandum of Understanding (MOU) also included with this application, which designates Idaho Falls Downtown Development Corporation (IFDDC) as an authorized parking enforcement agent for the downtown area. This concept was discussed during the budget work sessions earlier this year and the Council indicated support for developing the MOU and committed \$35,000 in the budget to assist with this transition. The MOU stipulates the authority of IFDDC, how the money from the City and any parking tickets may be used.

Purpose

Staff believes this request is consistent with goals outlined in community oriented results for Good Governance and a Safe and Secure Community.

Fiscal Impact / Financial Review

This ordinance and MOU outlines how the \$35,000 committed in the budget and any monies from parking tickets may be used.

Legal Review

Legal has prepared and reviewed the ordinance and MOU.

Interdepartmental Review

CDS and IFDDC have reviewed the ordinance and MOU.

Recommended Action

Staff recommends the following actions:

1. To approve the Ordinance amending various sections of City Code related to parking enforcement, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published summary.

2. To approve the Memorandum of Understanding with Idaho Falls Downtown Development Corporation, and give authorization to the Mayor and City Clerk to execute the necessary documents.



☐ Economic



☒ Governance



☐ Growth



☐ Learning



☐ Livable



☒ Safety



☐ Sustainability



☐ Transportation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING THE CITY CODE'S DOWNTOWN PARKING REGULATIONS, CREATING PROCEDURES AND REGULATIONS FOR THE COUNCIL TO AUTHORIZE AGENTS TO ENFORCE THE DOWNTOWN PARKING REGULATIONS, AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the economic and community activity in the City's downtown area creates unique and consistent demand for public parking; and

WHEREAS, the Council desires to appoint parking agents to assist the Police Department in regulating and enforcing the City's downtown parking regulations; and

WHEREAS, the City desires the downtown area to have consistent and enforced parking regulations.

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

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

...

9-1-3: **ENFORCEMENT:** Any person who violates any traffic or motor vehicle law within the City shall be guilty of an infraction and shall be punishable in accordance with the provisions of Title 49, Chapter 15, Idaho Code, as the same now exists or as amended hereafter. All authorized parking enforcement agents and peace officers shall follow the procedures set forth in such Chapter when issuing citations for infractions.

...

9-1-10: **PROHIBITION OF ATV'S, UTILITY-TYPE VEHICLES AND MOTORBIKES ON PUBLIC STREETS:**

...

(C) **AREAS CLOSED TO ATV, UTV, OR MOTORBIKE USE:** No person shall drive or operate an ATV, UTV, or Motorbike on any street, sidewalk, alley, jogging path, park, golf course or other public way located within the City of Idaho Falls.

(D) **EXCEPTIONS:** Nothing herein shall prohibit the operation of an ATV, UTV, or Motorbike under the following circumstances:

- (1) The use of ATV's or UTV's by the City of Idaho Falls personnel for public property or public facility maintenance.
- (2) The use of ATV's or UTV's for snow removal from driveways, sidewalks or parking lots. Any traveling in prohibited areas must be directly related to such snow removal.
- (3) The use of ATV's or UTV's by the City of Idaho Falls Law Enforcement officers or any City authorized parking enforcement agent.
- (4) The use of ATV's or UTV's for events or activities, in which the user or owner of the machine has received a permit from the Police Department for use of the machine during that event or activity. The Police Department may place reasonable restrictions on such permits, for safety purposes.

(E) PENALTY: Any violation of this section shall be an infraction.

SECTION 2. Title 9, Chapter 4 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

9-4-20: UNLAWFUL PARKING:

~~_____A._____It shall be unlawful for any person to park a vehicle, or, having parked the same, to allow it to remain parked in violation of the regulations of any parking sign located within clear view of a restricted parking area. When the parking sign merely states the duration of time allowed for parking, then the regulation shall be in force only during "operating times." When the sign forbids parking at all times, or at designated times, the regulation is in force at all times, or as stated. Any person who violates this Section shall be guilty of an infraction and shall, upon conviction thereof, be punishable in an amount set from time to time by Resolution of the Council. The Council may set higher or graduated fines for repeated violations.~~

~~_____B._____A bona fide resident of the downtown area, as defined in this subsection, may apply for a permit which shall exempt them from any two (2) hour parking limit established for parking spaces within the off-street City-owned parking lot located between Shoup Avenue on the east, Park Avenue on the west, Broadway Avenue on the north, and Cliff Street on the south. Nothing herein shall exempt a person holding this permit from compliance with other parking limits or restrictions in this Code. For purposes of this subsection, a bona fide resident of the downtown area must reside within the area bounded on the west by Memorial Drive and Capitol Avenue, on the south by Cliff Street, on the east by Yellowstone Avenue, and on the north by and including "G" Street at the time of application for the permit and at all times during the validity of~~

the permit. Discontinuance of residency for a period of thirty (30) consecutive days or more shall automatically void the permit. The downtown residents' permit shall be valid for one (1) year from its issuance. The cost of each permit shall be in an amount set from time to time by Resolution of the Council. Only one (1) permit per licensed driver shall be allowed. The permit shall be displayed in the vehicle as to be visible from outside the vehicle, whenever the permittee parks his or her vehicle in a two-hour parking space. It shall be unlawful to transfer or allow another person to use this permit.

9-4-21: DOWNTOWN AREA STREET PARKING

A. For the purposes of this Chapter, the "Downtown Area" shall be defined as the area bounded on the west by Memorial Drive and Capital Avenue, on the south by Cliff Street, on the east by Yellowstone Avenue and on the north by and including D Street. The Downtown Area shall also include the both sides of the streets that form the borders of the Downtown Area.

B. Within the Downtown Area, any person who parks a vehicle in violation of any regulation as stated on any parking sign located within clear view of a restricted parking area shall be liable of a civil parking fine in an amount set from time to time by Resolution of the Council. The Council may set higher or graduated fines for repeated violations.

A.C. This Section may be enforced by the Police Department or by any agent authorized to enforce the City's parking regulations in the Downtown Area by the Council, which the Council may authorize or appoint from time to time.

D. A bona-fide resident of the Downtown Area may apply for a permit which shall exempt them from any two (2)-hour parking limit established for parking spaces within the off-street City-owned parking lot located between Shoup Avenue on the east, Park Avenue on the west, Broadway Avenue on the north, and Cliff Street on the south. Nothing herein shall exempt a person holding this permit from compliance with other parking limits or restrictions in this Code. For purposes of this subsection, a bona-fide resident of the Downtown Area must actually reside within the Downtown Area the time of application for the permit and at all times during the validity of the permit. Discontinuance of residency for a period of thirty (30) consecutive days or more shall automatically void the permit. The downtown resident's permit shall be valid for one (1) year from its issuance. The cost of each permit shall be in an amount set from time to time by Resolution of the Council. Only one (1) permit per licensed driver shall be allowed. The permit shall be displayed in the vehicle as to be visible from outside the vehicle, whenever the permittee parks his or her vehicle in a two-hour parking space. It shall be unlawful to transfer or to allow another person to use this permit.

E. Violations of the Downtown Area Parking

a. A notice of a violation of the Downtown Area parking regulations may be issued by any police officer or an agent authorized by the Chief of Police or the City Council. The notice of violation shall be issued by placing the notice on the

windshield of an illegally parked vehicle, in a secure manner, or in a prominent place upon the vehicle. At the minimum, the notice shall state the following:

- i. The date and time of when the notice was issued; and
- ii. The nature of the parking violation observed; and
- iii. The amount of the civil fine imposed; and
- iv. The procedure to pay or contest the fine.

b. A separate notice shall be issued for each parking regulation violated. If the violation is overtime parking, a separate notice may be issued for each hour or fraction of an hour that, the owner or operator of the vehicle allows it to remain parked in violation of this Section.

~~B.—~~

9-4-22~~4~~: PARKING FOR PERSONS WITH DISABILITIES:

1. Any person who parks or allows a vehicle to be parked in any parking space designated for use by persons with disabilities and signed in conformity with ~~the next section of this Code~~ this Chapter is guilty of an infraction, and shall, upon conviction thereof, be punishable by a fine in an amount set from time to time by Resolution of the Council.

2. Exceptions:

- a. ~~unless the~~ Vehicles that are ~~is~~ momentarily in the space for the purpose of allowing a disabled person to enter or leave the vehicle, or
- b. ~~unless~~ Vehicles which have special license plates or a temporary card issued for the disable pursuant to Idaho Code § 49-410 ~~that is~~ clearly displayed on the vehicle.

~~4.3.—~~For the purposes of this section, the registered owner of a vehicle who has expressly or impliedly consented to the use of his or her vehicle shall be deemed to have allowed the parking of such vehicle by the person to whom such consent was given. The term "person with a disability" shall have the same meaning ascribed in Idaho Code §49-117(7)(b).

9-4-23~~2~~: DESIGNATION OF PARKING SPACES FOR PERSONS WITH DISABILITIES: For the purposes of ~~the preceding section~~ this Chapter, a parking space designated for persons with disabilities shall be any parking space or area upon which there is posted immediately adjacent thereto, and visible from each stall or space, a sign which is at least thirty-six inches (36") above the ground, displaying the international symbol of accessibility that shall have the same proportions shown in Idaho Code §49-410.

9-4-24~~3~~: ENFORCEMENT OF DESIGNATED PARKING SPACES FOR PERSONS WITH DISABILITIES ON PRIVATE PROPERTY: The provisions of this Sections 9-4-21 and 9-4-22 Chapter regulating parking for persons with disabilities and the designating of spaces for persons with disabilities shall be enforceable with respect to handicapped parking spaces upon public property and private property open to public use.

-9-4-254: NOTICE OF PARKING VIOLATIONS OUTSIDE OF THE DOWNTOWN AREA:

- (A) A notice of a violation of the parking regulations of this Chapter outside of the Downtown Area may be issued by any police officer or by any person or agent duly authorized by the Chief of Police or the Council. The notice of violation shall be issued by placing it on the windshield of an illegally parked vehicle, in a secure manner, or in a prominent place upon the vehicle. A separate notice shall be issued for each parking regulation violated. If the violation is overtime parking, a separate notice shall be issued for each hour or fraction of an hour that, the owner or operator of the vehicle allows it to remain parked in violation of this Chapter.
- (B) The notice of violation shall state the date and time when it is issued and the nature of the parking violation observed. The notice shall advise the owner or operator of the vehicle that he or she must admit the violation and pay the penalty or deny the violation and appear before ~~an Idaho Falls Police Department~~ a designated hearing officer within fourteen (14) days of the date the notice is issued, in default of which a summons and criminal complaint may be filed with the Bonneville County Magistrate Court and served upon such person.
- (C) Any person issued a parking notice may enter an admission in the following ways:
 - (1) Depositing the notice of violation with the amount of penalty stated thereon in any collection box designated by the Police Department;
 - (2) Mailing the notice of violation with the amount of the penalty stated thereon to the address indicated on the notice; or
 - (3) Presenting the notice together with the amount of the penalty indicated– thereon at the office of the City Treasurer.
- (D) -Within fourteen (14) days of the date of issue of the notice of violation of this Chapter, any person issued a parking notice may deny the violation and may request a hearing before a hearing officer with the Idaho Falls Police Department by contacting the hearing officer.
 - (1) The hearing officer shall schedule a hearing within ten (10) working days after being contacted by a person denying a parking violation.
 - (2) During a hearing, the hearing officer shall outline the hearing process, state the allegation of the violation, and permit the person denying the parking violation to present statements, photographs, or other evidence.
 - (3) Within ten (10) days after the hearing, the hearing officer shall make a determination whether the violation occurred.
 - (a) If the hearing officer determines that the parking violation occurred, the hearing officer shall file a summons and criminal complaint with the Bonneville

County Magistrate Court and shall refer the parking violation for prosecution by the City Attorney Division.

(b) If the hearing officer finds that the parking violation did not occur, the hearing officer shall dismiss the notice of parking violation.

9-4-265: PENALTIES:

- ~~(A) Any person who violates Section 9-4-20 of the City Code is guilty of an infraction and shall, upon conviction thereof, be punishable as follows: If there have been no other citations given to the recipient within the past thirty (30) days, the penalty shall be in an amount set from time to time by Resolution of the Council. If there has been one (1) other citation received in the past thirty (30) days by the recipient, the penalty shall be in an amount set from time to time by Resolution of the Council. If there has been two (2) or more other citations received by the recipient in the past thirty (30) days, the penalty shall be in an amount set from time to time by Resolution of the Council.~~
- ~~(B) Any person who violates the provisions of Section 9-4-21 of this Code is guilty of an infraction and shall, upon conviction thereof, be punishable by a fine in an amount set from time to time by Resolution of the Council.~~
- ~~(C) Any person who violates any other provision of this Chapter, which does not otherwise provide a specific penalty, shall be guilty of an infraction, and shall, upon conviction thereof, be punishable by a fine in an amount set from time to time by Resolution of the Council.~~

9-4-276: ADDITIONAL REMEDIES PRESERVED:

The issuance of a notice of violation shall not be the exclusive remedy for enforcing the parking regulations of this Chapter and all other lawful remedies are reserved, including prosecution by filing a criminal complaint for an infraction violation.

SECTION 3. 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 4. 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 5. 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 6. 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 _____, 2019.

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 THE CITY CODE'S DOWNTOWN PARKING REGULATIONS, CREATING PROCEDURES AND REGULATIONS FOR THE COUNCIL TO AUTHORIZE AGENTS TO ENFORCE THE DOWNTOWN PARKING REGULATIONS, AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

(SEAL)

KATHY HAMPTON, CITY CLERK

MEMORANDUM OF UNDERSTANDING FOR IFDDC PARKING PROGRAM BETWEEN
CITY OF IDAHO FALLS, IDAHO AND IDAHO FALLS DOWNTOWN DEVELOPMENT
CORPORATION

THIS MEMORANDUM OF UNDERSTANDING FOR IFDDC PARKING PROGRAM BETWEEN CITY OF IDAHO FALLS, IDAHO AND IDAHO FALLS DOWNTOWN DEVELOPMENT CORPORATION (hereinafter "MOU") is entered into this day ____ of _____, 2019, by and between City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and the Idaho Falls Downtown Development Corporation, a 501(c)(3) Idaho non-profit corporation, 381 Shoup Ave., Ste. 207, Idaho Falls, Idaho, 83402 (hereinafter "IFDDC").

WHEREAS, the downtown area in Idaho Falls is a vital, vibrant, and important part of our community; and

WHEREAS, the commercial and business establishments in downtown thrive when there is efficient and effective and predictable parking usage; and

WHEREAS, CITY wishes to promote the downtown area and to explore a different way to manage the availability of on-street and off-street parking in the area depicted in Exhibit "A" incorporated in this MOU; and

WHEREAS, the Idaho Falls Downtown Development Corporation ("IFDDC") is dedicated to the improvement and sustaining of the downtown area for commercial, business, and residential purposes; and

WHEREAS, CITY and IFDDC are of the opinion that IFDDC has the proper interest, organization, and staffing to regulate on-street and off-street parking in the downtown area; and

WHEREAS, CITY and IFDDC desire to allow IFDDC to regulate downtown parking for the term of this MOU in order to have an effective downtown parking program.

THEREFORE, in consideration of the mutual promises below, CITY and IFDDC agree as follows:

1.0 IFDDC'S OBLIGATIONS

1.1 Scope of IFDDC's Authority

IFDDC shall administer permits and enforcement of IFDDC pilot parking program on CITY streets and public rights-of-way within the area in and around downtown Idaho Falls and as identified on the map incorporated into this MOU as Exhibit "A," including both sides of the streets that form

the borders of the area illustrated in Exhibit “A.” Upon mutual written agreement, CITY and IFDDC may amend Exhibit “A.”

1.2 IFDDC’s Parking Regulations

IFDDC shall apply all relevant state and local on-street and off-street parking regulations on City streets and public right-of-ways in the downtown area, as identified on the map appropriated as Exhibit “A” through the term of this MOU. Such include parking regulations in Idaho Code Title 49 and Idaho Falls City Code (especially IFCC Title 9).

1.3 Dedicated CITY Streets

IFDDC acknowledges that this MOU is not intended to be construed in any way to void, limit, or restrict CITY’s jurisdiction, control, or authority over dedicated CITY streets or public rights-of-way.

1.4 Collections and Use of Revenue

CITY agrees to pay IFDDC thirty-five thousand dollars (\$35,000) per year, during the term of this MOU, for management and enforcement of on-street and off-street parking in the area illustrated in Exhibit “A.” IFDDC shall collect revenues associated with regulation and enforcement of the IFDDC Parking Program, including collection of administrative fines and penalties related to enforcement as described in this MOU, on dedicated CITY streets, parking lots, and public rights-of-way in the area shown in Exhibit “A.” IFDDC agrees that revenues generated from parking enforcement, encompassed by this MOU, shall be specifically accounted for and used exclusively on public transportation or maintenance and improvement of CITY streets, public rights-of-way, public parking facilities, and public property, as directed by CITY. In the event that IFDDC’s costs exceed, thirty-five thousand dollars (\$35,000), IFDDC may deduct reasonable costs directly attributable to enforcement or collection of parking revenue from the amount of revenue collected for and in behalf of CITY.

Nothing in this MOU precludes IFDDC from retaining monies collected in excess of IFDDC pilot program expenses as reserve funds for future downtown parking enhancements.

1.5 Parking and Traffic Control Signs

CITY shall install and maintain traffic and parking control devices on designated CITY streets and public rights-of-way described in accordance with the Manual on Uniform Traffic Control Devices and applicable State and local laws. CITY Director of Public Works shall approve regulatory traffic and parking devices on CITY streets and public rights-of-way before being posted by IFDDC. IFDDC shall correct any inadequate or improper signage or markings at the direction of CITY’s Director of Public Works. Any additional signage requested by IFDDA related to this MOU shall be approved by CITY Director of Public Works.

1.6 Liability Coverage Provisions

CITY is a governmental entity subject to statutory and constitutional restrictions concerning the acceptance of liability. CITY’s liabilities are further governed by the Idaho Tort Claims Act. It is

the intention of the Parties that each will be responsible for its own acts and omissions and those of its officers and employees acting within the course and scope of their employment and will not be responsible for the other Parties risks or liabilities.

1.6.1 Each Party to this MOU shall be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this MOU. Neither Party shall be considered the agent of the other and neither Party assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a party to this MOU.

1.6.2 Subject to the limits of CITY liability specified in Idaho Code Sections 6-901 through 6-929, known as the Idaho Tort Claims Act, IFDDC shall indemnify and hold CITY and its agents and assigns harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred and that arise as a direct result of and which are caused by IFDDC's performance under this MOU.

1.6.3 Indemnitee shall promptly notify the IFDDC of any such claim of which it has knowledge and shall cooperate fully with IFDDC or its representatives in the defense of the same, to the extent allowed by Idaho Code and Idaho County Risk Management Program (ICRMP).

1.6.4 IFDDC's shall maintain Automobile Insurance, Workmen's Compensation Insurance coverage, Employer's Liability, and Comprehensive General Liability Insurance coverage. The Comprehensive General Liability Insurance shall have a minimum limit of liability of one million dollars (\$1,000,000.00) Combined Single Limits. IFDDC shall provide to CITY, upon request, proof of insurance for any required coverage under this paragraph.

1.6.5 IFDDC shall indemnify, defend and hold CITY harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorney's fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on IFDDC's part to be performed under the terms of this MOU, or arising from any act, negligence or the failure to act of IFDDC, or any of its agents, subcontractors, employees, invitees or guests. IFDDC, upon notice from CITY, shall defend CITY at IFDDC's expense by counsel reasonably satisfactory to CITY. IFDDC, as a material part of the consideration of CITY, hereby waives all claims in respect thereof against CITY.

1.7 Reporting Obligations

1.7.1 Claim Reporting. IFDDC shall provide a report to CITY of any liability or negligence claim of which it has knowledge, and shall cooperate fully with CITY or its representatives in the defense of the same.

1.7.2 Activity Reporting. On or before June 1, 2020, IFDDC shall provide an annual report to CITY summarizing the following:

- a. number of parking permits sold for CITY streets and public rights-of-way;
- b. revenue from permits sold for CITY streets and public rights-of-way;
- c. revenue generated from collection of administrative fines and penalty tickets;
- d. locations and amount of each ticket for parking violations on CITY streets, public property, public parking lots, and public rights-of-way; and
- e. percentage of total IFDDC parking ticket revenue collected from tickets for CITY streets, public property, public parking lots, and public rights-of-way.

2.0 Grant of Authority

IFDDC employees are hereby granted the authority to issue permits and tickets or citations and to enforce CITY parking regulations on all CITY streets and public rights-of-way shown on Exhibit "A" in the manner as outlined in the Idaho Falls City Code.

3.0 GENERAL TERMS

3.1 Additional Acts

Except as otherwise provided herein, the Parties to this MOU shall perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts and assurances as any Party to this MOU may reasonably require to execute the promises in this MOU.

3.2 Notices

Any notice under this MOU shall be in writing and be delivered in person or by public or private courier services (including U.S. Postal Service Express Mail), or certified mail with return receipt requested, or by facsimile. All notices shall be addressed to the Parties at the following addresses or at such other addresses as the Parties may from time to time direct in writing:

IFDDC: Executive Director
 381 Shoup Avenue, Ste. 207
 Idaho Falls, ID 83402

CITY: Director of Community Development Services Department
 P.O. Box 50220
 Idaho Falls, ID 83405
 (208) 612-8256

3.3 Term

The term of this MOU shall commence on October 1, 2019, and shall end September 31, 2020. This MOU shall renew annually unless notification of termination is provided subject to paragraph 3.4, Termination.

3.4 Termination

Either Party may terminate this MOU by providing written notice six (6) months in advance of the proposed termination. Monies and resources paid to or collected by IFDDC shall be apportioned pro rata, at the termination of this MOU. IFDDC shall remit City a detailed accounting of amounts paid to IFDDC from City, IFDDC's costs directly incurred by IFDDC's parking management, amounts collected by IFDDC, and any money withheld by IFDDC for its costs or retained as reserve funds for future downtown parking enhancements.

3.5 Open Records and Retention

IFDDC agrees that all records created as part IFDDC's day-to-day business performance of this MOU shall be treated as public records, as that term is defined in Idaho Code Title 74 Chapter 1. All public records shall be subject to and disclosed pursuant to Title 74, Chapter 1, of the Idaho Code (the Idaho Public Records Act). In addition, IFDDC agrees to retain public records in accordance with Idaho Code § 50-907 and City's Retention Policy, Resolution No. 2016-22.

3.6 Modification

This MOU may be modified or amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

3.7 Headings

The headings contained in this MOU are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

3.8 Entity Authority

Each individual executing this MOU on behalf of a Party hereto represents and warrants that he or she is duly authorized to execute and deliver this MOU on behalf of said Party in accordance with duly adopted organizational documents or agreement and, if appropriate, a Resolution of the Party, and that this MOU is binding upon said Party in accordance with its terms.

ATTEST:

CITY OF IDAHO FALLS

Kathy Hampton, City Clerk

By: _____

Rebecca L. Noah Casper, Mayor

IFDDC

By: _____
Catherine Smith

County of Bonneville) ss.
)

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

My Commission Expires: _____

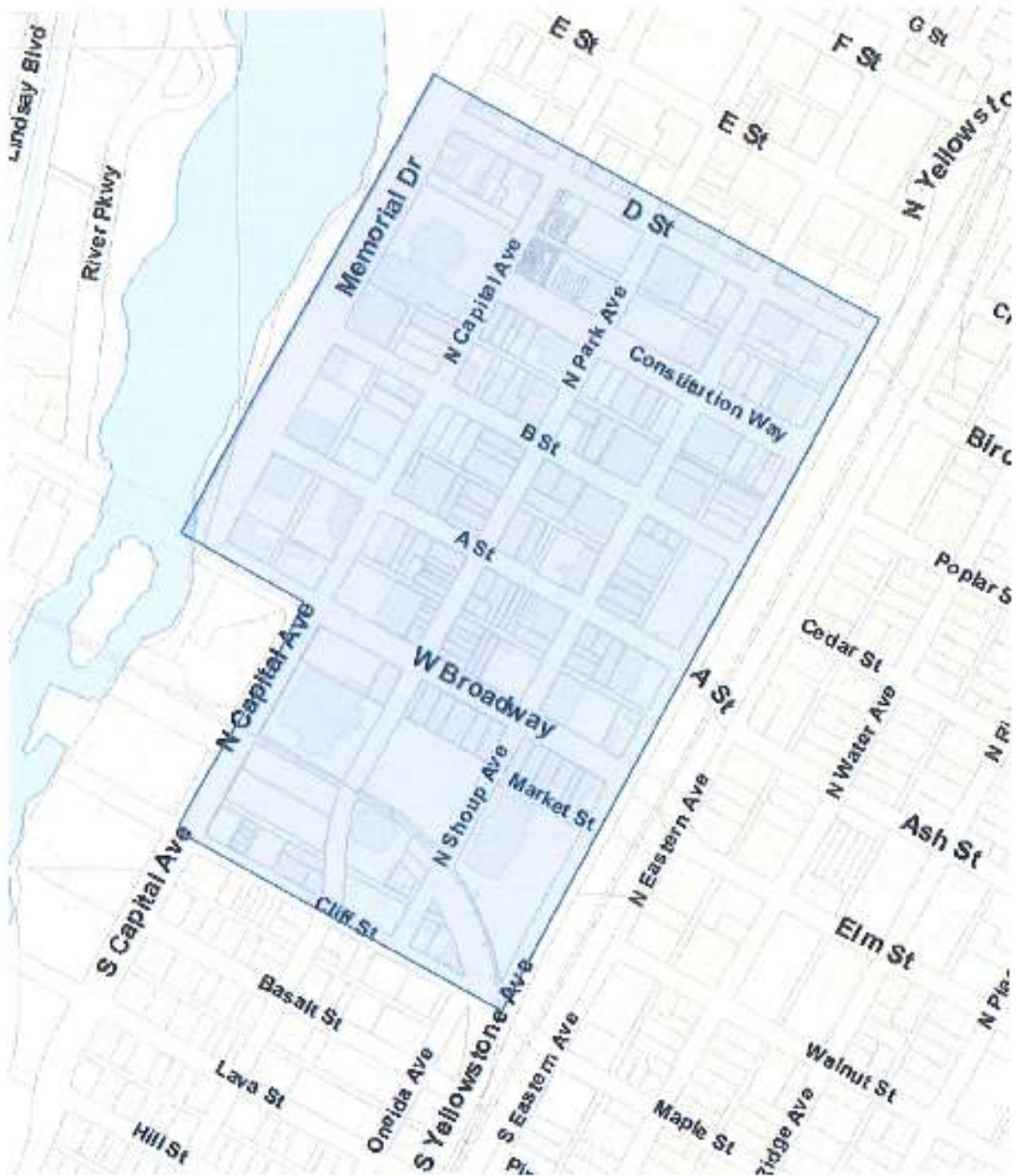
STATE OF IDAHO)
County of Bonneville) ss.

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

My Commission Expires: _____

PAGE 7 OF 8

EXHIBIT A





MEMORANDUM

FROM: Brad Cramer, Community Development Services Director

DATE: Monday, October 7, 2019

RE: Parking Management Agreement with IF-1, LLC for The Broadway Garage

Item Description

Attached for consideration at the October 10, 2019 regular Council Meeting is a Parking Management Agreement between Idaho Falls and IF-1, LLC to manage the parking garage at The Broadway. IF-1, LLC owns the buildings on the site and constructed the garage and plaza. Although the City is gradually moving towards having all downtown parking managed by a single entity, staff felt this site needed to be managed by the original contractor for one year. The main reason for this arrangement is the garage is still under warranty and there was concern that if the City entered into an agreement with a different entity to manage the facility it could potentially draw into question warranty responsibilities. After one year this agreement will be re-evaluated to determine if the City should continue with IF-1 or another entity. The agreement is structured much like current agreements with IFDDC to manage other City-owned lots in the downtown area. It outlines responsibilities for maintenance, revenues, and expenditures.

Purpose

Staff believes this request is consistent with goals outlined in community oriented results for Good Governance.

Fiscal Impact / Financial Review

The agreement anticipates leasing the property for \$1 and allowing revenues to be collected by IF-1. IF-1 will also have maintenance responsibilities.

Legal Review

Legal has prepared and reviewed the agreement.

Interdepartmental Review

CDS, Municipal Services, and IF-1 have reviewed the agreement.

Recommended Action

Staff recommends the following actions:

1. To approve the Parking Management Agreement and give authorization for the Mayor and City Clerk to execute the necessary documents.



☐ Economic



☒ Governance



☐ Growth



☐ Learning



☐ Livable



☐ Safety



☐ Sustainability



☐ Transportation

PARKING MANAGEMENT AGREEMENT

PARKING MANAGEMENT AGREEMENT, made and entered this 1ST day of October, 2019, by and between IF-1, LLC, an Idaho limited liability company, herein referred to as "IF-1," and City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, referred to as "CITY."

WITNESSETH:

For and in consideration of the mutual covenants, conditions, and obligations set forth herein, the parties agree as follows:

1. Premises. CITY agrees to lease to IF-1, subject to the full and faithful performance of the terms and conditions of this Agreement, the parking spaces within the Garage Unit and Surface Parking Unit within The Broadway, located at 560 West Broadway and 344 Memorial Drive and more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter "Garage"). IF-1 shall be entitled to the exclusive use of the Garage solely for the purpose of providing parking spaces for the public and the customers and tenants of The Broadway.

2. Term. The term of this Agreement shall commence from the date of execution by all parties and shall terminate on September 30, 2020.

3. Rental and Payment. IF-1 agrees to pay to CITY as rent for the Garage the sum of one dollar (\$1), due and payable concurrently with the execution of this Agreement.

4. Use of Garage. IF-1 is hereby granted the privilege of using the Garage for the purpose of providing off-street parking for the public and the customers and tenants of The Broadway.

5. Limitation on Use. IF-1 agrees that the Garage and improvements thereon shall be used only for the temporary parking of private motor vehicles by the public and the customers and tenants of The Broadway. IF-1 further agrees that the Garage shall not be used for parking of commercial vehicles, as defined by Idaho Code § 49-123 or for any other commercial purpose, except as permitted in this Agreement or without the express written consent of CITY.

The Garage shall be operated as a public parking facility and the parking spaces therein shall be generally open and available for parking by the public, including customers and tenants of The Broadway, on a first-come first-served basis; provided, however, that IF-1 may charge a fee to the public and customers and tenants of The Broadway to park in the Garage, as set forth in Paragraph 8 of this Agreement. CITY shall

have no authority to make additional rules or set standards governing the parking of vehicles in the Garage during the term of this Agreement.

6. Utilities. IF-1 shall be responsible for and pay all utilities for the Garage. CITY shall have no obligation to construct or provide water or sanitary sewer service lines, electrical, sanitation, telephone, or other utility services to the Garage.

7. Maintenance of Garage. IF-1 agrees to keep the Garage clear of any debris, trash, weeds, clutter, or other unattractive items of personal property. IF-1 shall also keep the Garage reasonably clear of snow, ice, or other obstruction or hazard to its use as a parking lot and pedestrian way. IF-1 shall also ensure the parking spaces are properly and clearly designated by pavement striping and parking barriers. IF-1 shall establish and maintain clearly marked entrance and exit points for vehicles, marked pedestrian access to elevators and stairs connected to underground and surface levels, adequate lighting and monitoring equipment, any parking management or control equipment (including automated gates, automatic ticket dispensers, or "attendant-less" kiosks), all elevators and stairs, signage, curbs, bumper guards, and wheel blocks. IF-1 shall also be responsible for maintaining fire suppression systems and providing and maintaining fire extinguishers. All other maintenance, repair and replacement of any portion of the Garage shall be the duty and responsibility of CITY, provided that if any portion of the Garage is damaged due to IF-1's failure to secure the Garage or failure to comply with this paragraph IF-1 shall be responsible for the repair or replacement.

8. Property Damage and Public Liability Insurance. IF-1 shall maintain and pay for fire and extended coverage insurance. In the event of any covered loss or damage to the Garage, IF-1 shall promptly restore the premises to the same or better condition as such improvement existed prior to such loss, to the extent insurance proceeds are available to fund such restoration work. In the event the premises are totally destroyed or otherwise rendered inhabitable as a result of an uninsured cause, then this Agreement may be terminated by City if IF-1 shall fail to commence substantially the reconstruction of the Garage.

IF-1 agrees to obtain, at IF-1's own proper cost and expense, a policy of public liability insurance protecting and indemnifying City and IF-1 against all claims for damages to person or property or for loss of life or of property occurring upon, in, or about the Garage and arising from the use, operation and maintenance of the Garage with liability limits of \$50,000 property damage and \$500,000 single limit with respect to bodily injury or death to any person or persons. City shall be named as co-insured on all such policies.

Prior to the delivery of the possession of the premises, IF-1 shall deliver a certificate of insurance to City evidencing the existence of property damage and public liability insurance described above. The policies shall provide that all notices issued by the insurance company pertaining to any changes in insurance coverage, delinquent premium notices, or other matters pertaining to any changes in insurance coverage

provided by such insurance policies shall be sent to both City and IF-1. City shall have the right at any time to require IF-1 to provide to City a copy of such insurance policies, together with any amendments or additions to such insurance policies and evidence that all payments required to be made in order to maintain such insurance in full force and effect have been paid in full by IF-1.

9. Parking Rates. IF-1 shall have the discretion to set fees for parking in the Garage, provided that the fees do not exceed rates generally charged for public parking within the Idaho Falls downtown area. IF-1 may set fees for hourly parking or monthly parking provided that IF-1 shall offer the hourly or monthly parking fees to the public on the same terms as to the customers and tenants of The Broadway. IF-1 may also sell more monthly parking spaces than there are spaces allocated to monthly parking, within recognized industry standards. Notwithstanding, the City shall have the right to evaluate any such arrangement to ensure that the Garage is functioning in a commercially reasonable manner.

10. Waste. IF-1 agrees it will not commit nor permit any waste, or destruction of the Garage or the improvements thereon, and shall upon the expiration of the term hereof, return the Garage to CITY in the same condition as now exists, reasonable wear and tear excepted.

11. Compliance With Applicable Law. IF-1 agrees at all times herein to comply with all applicable rules, regulations, ordinances, statutes, or administrative laws of the City of Idaho Falls, Bonneville County, the State of Idaho, the United States of America, or any agency or political subdivisions thereof having jurisdiction over the Garage. Notwithstanding the foregoing, IF-1 shall have no obligation to improve, alter or otherwise modify the physical structure of the Garage due to any changes in the rules, regulations, ordinances, statutes or administrative laws applicable to the Garage.

12. Compliance With Environmental Laws. IF-1 agrees not to store, dispose, use, or allow the use of any "hazardous substance" or "hazardous waste" upon the Garage, as such term is defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA," 42 U.S.C. § 9601, et seq.), the Clean Water Act ("CWA," 33 U.S.C. § 1251, et seq.), the Clean Air Act ("CAA," 42 U.S.C. § 7401, et seq.), the Toxic Substances Control Act ("TSCA," 15 U.S.C. § 2601, et seq.), the Resource Conservation and Recovery Act of 1976 ("RCRA," 42 U.S.C. § 6901, et seq.), the Idaho Environmental Protection and Health Act of 1972 ("IEPHA," Title 39, Chapter 1, Idaho Code), the Idaho Hazardous Waste Management Act of 1983 ("IHWVIA," Title 39, Chapter 44, Idaho Code) or any other similar state or federal law or regulation regulating the use, storage, transport or manufacture of a hazardous substance (such laws and regulations are hereafter referred to as "Environmental Laws"). Notwithstanding the foregoing, IF-1 may store, use and permit to be used hazardous substances in the Garage in a safe and prudent manner and in accordance with the requirements of all applicable Environmental Laws those kinds and quantities of Hazardous Materials that

are normally used in conducting the activities permitted under this Agreement. In no event will IF-1 be in breach of this paragraph due to the use, release or disposal of petroleum or petroleum by-products by users of the Garage.

CITY, and its agents, attorneys, employees, consultants and contractors, hereby reserve the right to enter upon and inspect the Garage at any time for the purpose of determining IF-1's compliance with the provisions of this paragraph, including without limitation the right to perform such inspections, examinations, subsurface testing, soils, and groundwater testing and other tests necessary to protect CITY's interest in the Garage and ensure IF-1's compliance with the terms and provisions of this paragraph.

If IF-1 fails to strictly comply with the Environmental Laws, CITY may immediately and without prior notice enter upon the Garage and take such response action as reasonably necessary to bring the Garage into compliance with such laws and comply with any response action taken by any agency charged with the enforcement thereof. In such event, all costs, expenses and consultants' fees incurred by CITY for such response or remediation effort shall be promptly and immediately paid by IF-1.

CITY may, at the termination of this Agreement, perform an environmental audit of such scope and extent determined necessary by CITY, in order to determine IF-1's compliance with the terms and provisions of this paragraph. Such audit shall be performed at the sole expense of CITY.

IF-1 agrees to indemnify and save CITY harmless from any and all damages, remedial orders, judgments, decrees, costs, and expenses, including but not limited to attorneys' fees, consultants' fees, clean-up costs, removal and response costs arising from IF-1's failure to strictly comply with the terms and provisions of this paragraph. The terms and provisions of this paragraph shall survive the termination of this Agreement and shall remain in effect for the full period of any statute of limitations with respect to the enforcement of the Environmental Laws or the terms and conditions of this Agreement, whichever is longer. Nothing herein shall be deemed to impose upon IF-1 any obligation or duty to indemnify CITY on account of any violation of the environmental laws by CITY, by any owner or leaseholder of the Garage prior to the commencement of the term of this Agreement, or for the conduct or omission of any user of the Garage.

13. Indemnification. IF-1 agrees to indemnify, defend, and hold City, its agents, elected officials, officers, representatives, and employees harmless from any and all costs, expenses, fees, penalties, liability, or loss resulting from any claim or claims, of any kind or nature, arising directly or indirectly from the acts of IF-1, its agents, employees, or invitees, under this Agreement.

To the extent permitted by the Idaho Constitution, the Idaho Tort Claims Act, Chapter 6, Title 9 of the Idaho Code, by any other law, City agrees to indemnify, defend, and hold IF-1, its agents, officers, board members, members and employees harmless from any and all costs, expenses, fees, penalties, liability, or loss resulting from any claim

or claims, of any kind or nature, arising directly or indirectly from the acts or omissions of City, its agents, employees, or invitees, under this Agreement.

14. Assignment. IF-1 shall not assign, mortgage, encumber, sublease, or transfer this Agreement or any part thereof, or improvements thereon or any privileges arising hereunder, without the prior written consent of CITY, which consent shall not be unreasonably withheld.

15. Termination of Agreement. IF-1 agrees to surrender and quit the Garage immediately upon the termination of this Agreement.

16. Default. In the event IF-1 shall file or have filed against it a petition under the Bankruptcy Act, or shall make an assignment for the benefit of creditors, become insolvent, or fail to fully and faithfully comply with the terms and provisions hereof, then and in such event, IF-1 shall be deemed to be in default of this Agreement, and in the event IF-1 shall fail to cure such default within thirty (30) days after written notice shall have been given to IF-1 by CITY in a manner provided herein below, the CITY may elect to terminate this Agreement or alternatively or in addition thereto, the CITY may pursue any other remedies at law or in equity to enforce the performance of this Agreement or to recover damages for the breach thereof. Such notice shall generally set forth the nature of the default claimed by CITY.

17. Notices. All notices required under the terms of this Agreement shall be given by depositing a copy of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the receiving party at the address set forth below, or such other addresses as may be given in a writing delivered to the sending party. All notices shall be deemed to be received upon their deposit in the United States mail in the manner provided above. For the purposes of this paragraph, the parties' addresses are as follows:

IF-1, LLC
Attn: Arthur F. "Skip" Oppenheimer
877 Main Street, Suite 700
Boise, ID 83702

City of Idaho Falls
Attn: Director of Municipal Services
P.O. Box 50220
Idaho Falls, ID 83405

18. Attorney's Fees. In the event either party is required to commence legal action to enforce the terms and provisions hereof, the prevailing party shall be entitled to recover from the defaulting party a reasonable attorney's fee and court costs as determined by the court.


19. Waiver/Invalidity. If either party waives a breach of this Agreement, such waiver shall not be construed as a waiver of any other simultaneous or subsequent breach of this Agreement. If any provision of this Agreement is found invalid, such invalidity shall not affect the enforceability of any other term or provision of this Agreement.

20. Binding Effect. This Agreement shall be binding upon the heirs, successors, personal representatives, or assigns of the parties hereto.

21. Complete Agreement. The parties acknowledge and agree that this writing shall constitute the complete and final agreement of the parties hereto on this topic, that all prior negotiations, representations, or understandings of the parties shall be deemed to merge into and are superseded by this Agreement. This Agreement may be amended only by written agreement duly and regularly executed by the parties hereto.

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

IF-1, LLC

By: 
Jeremy Malone, Vice President
Oppenheimer Development Corporation,
Managing Member of IF-1, LLC

ATTEST

CITY OF IDAHO FALLS

By: _____
Kathy Hampton
City Clerk

BY: _____
Rebecca L. Noah Casper
Mayor



MEMORANDUM

FROM: Brad Cramer, Community Development Services Director

DATE: Monday, October 7, 2019

RE: Snake River Townhomes Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards

Item Description

Attached for consideration at the October 10, 2019 regular Council Meeting is the application for a Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards for Snake River Townhomes in the Snake River Landing Development. Details of the application are included in the attached staff report. This application was considered by the Planning and Zoning Commission at its September 3, 2019 meeting and recommended for approval by unanimous vote.

Purpose

The proposed development complies with the requirements of the Zoning Code and is consistent with many principles found in the Comprehensive Plan. In addition, staff believes it is consistent with the following community oriented results:

1. **Access to Culture, Recreation, Leisure, Education and Life-long Learning Opportunities:** Develops Easily Accessible Parks, Trail Systems, Green Spaces, and Recreational Facilities to Meet Current and future Community Expectations.
2. **Attractive, Clean, Livable, and Family-Oriented Community:** Plans for Well-planned Residential and Commercial Developments and Redevelopments, Develops Easily Accessible Parks, Trail Systems, Green Spaces, and Recreational Facilities to Meet Current and future Community Expectations.
3. **Economic Growth and Vibrancy:** Prioritizes the Development of Amenities that Promote Our Quality of Life and Sense of Community.
4. **Environmental Sustainability and Resource Protection:** Designs for a Bikeable and Walkable Community, Implements Land use Plans that Encourage High Quality Development, Reduces Sprawl, and Facilitates and Orderly Well-maintained Community
5. **Managed, Well-Planned Growth and Development:** Promotes Development and Redevelopment that Emphasize Blight Reduction and Elimination, Infill Development, and Reinvestment in Older Areas of the City
6. **Reliable Public Infrastructure and Effective Transportation and Mobility:** Creates a Safe and Interconnected and Accessible Community by way of its Bike Trails, Pedestrian Walkways, and Trail Systems

Fiscal Impact / Financial Review

NA

Legal Review

NA

Interdepartmental Review

All departments with applicable codes and standards have reviewed the application.

Recommended Action

Staff recommends the following actions:

1. To approve the Planned Unit Development for Snake River Townhomes
2. To approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Snake River Townhomes, and give authorization for the Mayor to execute the necessary documents.



☒ Economic



☐ Governance



☒ Growth



☒ Learning



☒ Livable



☐ Safety


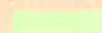
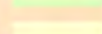

















☒ Sustainability

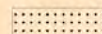
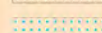



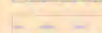



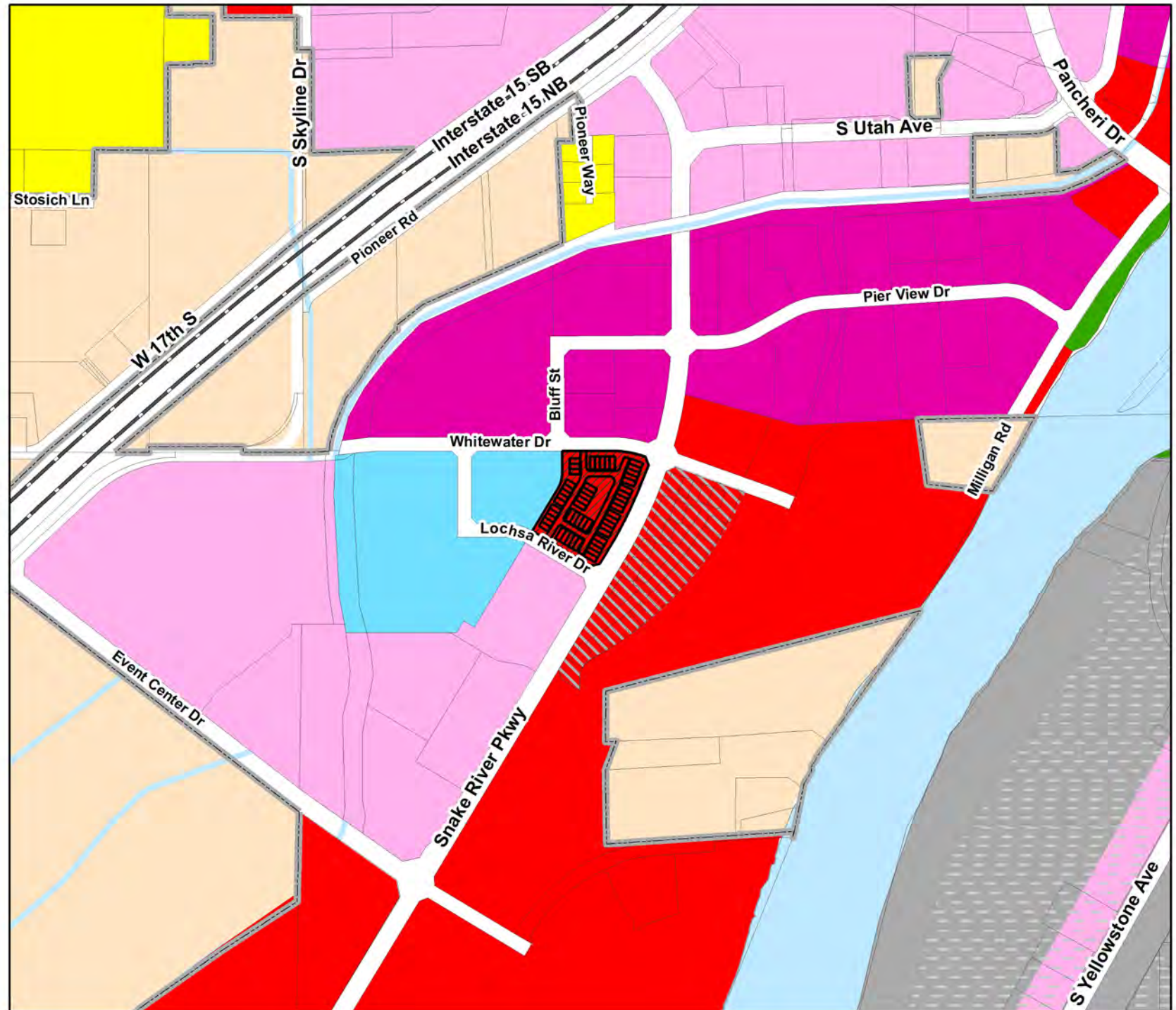
☒ Transportation

Legend

-  Site
-  RE
-  RP
-  R1
-  R2
-  TN
-  RMH
-  R3
-  R3A
-  PB
-  DT
-  CC
-  LC
-  HC
-  R&D
-  LM
-  I&M
-  P

Overlays

-  PT
-  PT&T-1
-  PUD
-  T-1
-  T-2
-  City Limits
-  Area of Impact



IDAHO FALLS

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









RASPBERRY ICE CORAL BELLS
WINTER GEM BOXWOOD
PARDON ME DAYLILY
MAY NIGHT SALVIA
STELLA DE ORO DAYLILY

WINE & ROSES WEIGELA
CHANTICLEER PEAR
GOLDFLAME SPIREA

GREENSPIRE LINDEN

SHADEMASTER HONEYLOCUST

SPRING SNOW CRABAPPLE
HIDCOTE ENGLISH LAVENDER
DOUBLE KNOCKOUT ROSE

KARL FOERSTER GRASS

SUM AND SUBSTANCE HOSTA

TALLHEDGE BUCKTHORN

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STREET ADDRESS TO BE PROMINENTLY DISPLAYED IN
CONTRASTING COLOR PLAINLY VISIBLE FROM THE STREET.

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ELEVATION

SHEET NAME:

DRAWN BY: J.H.

DATE:

REVISIONS:

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ADDRESS:

Snake River
Townhomes B - PLEX
BUILDING - 1

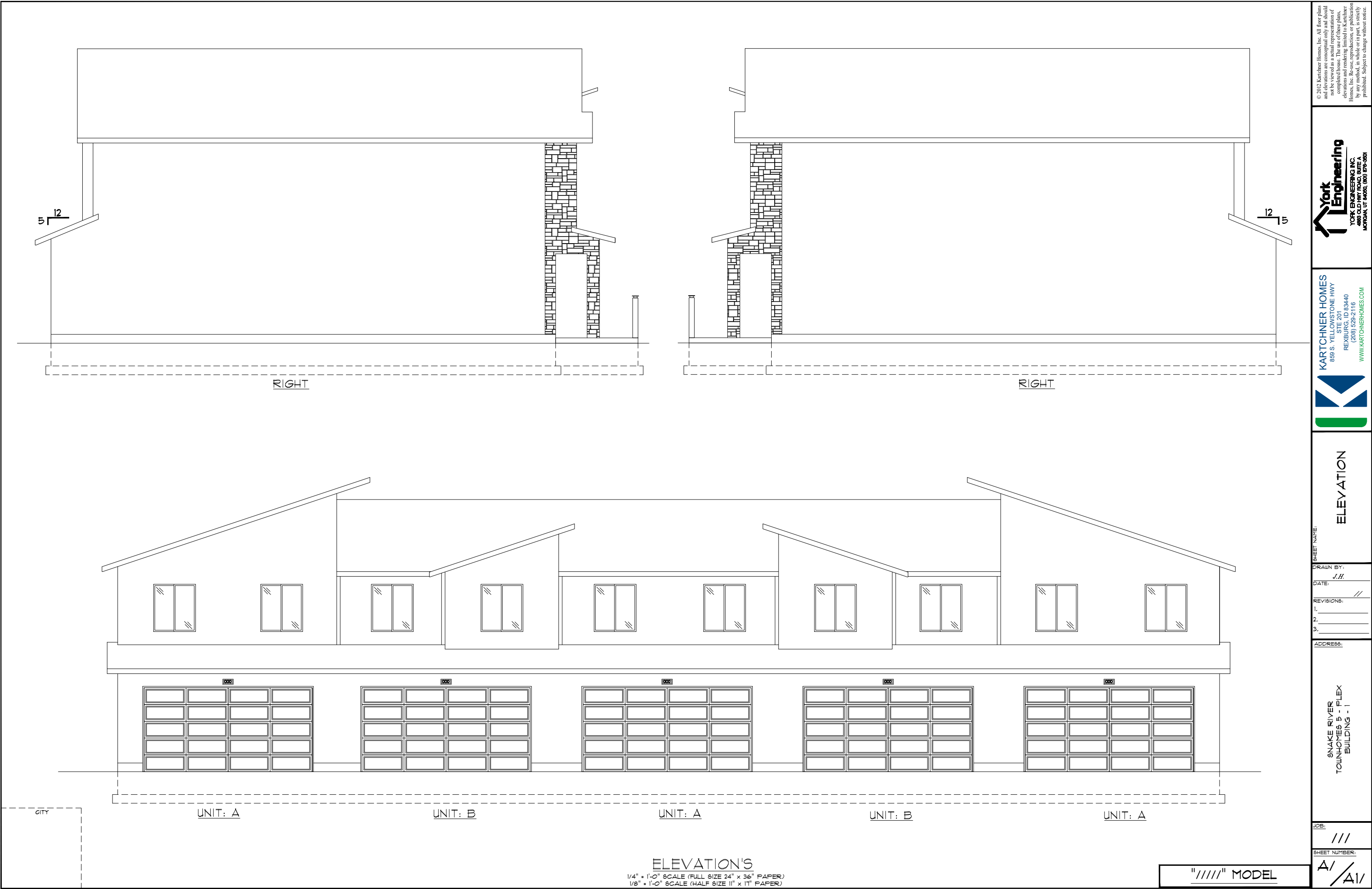
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ELEVATION

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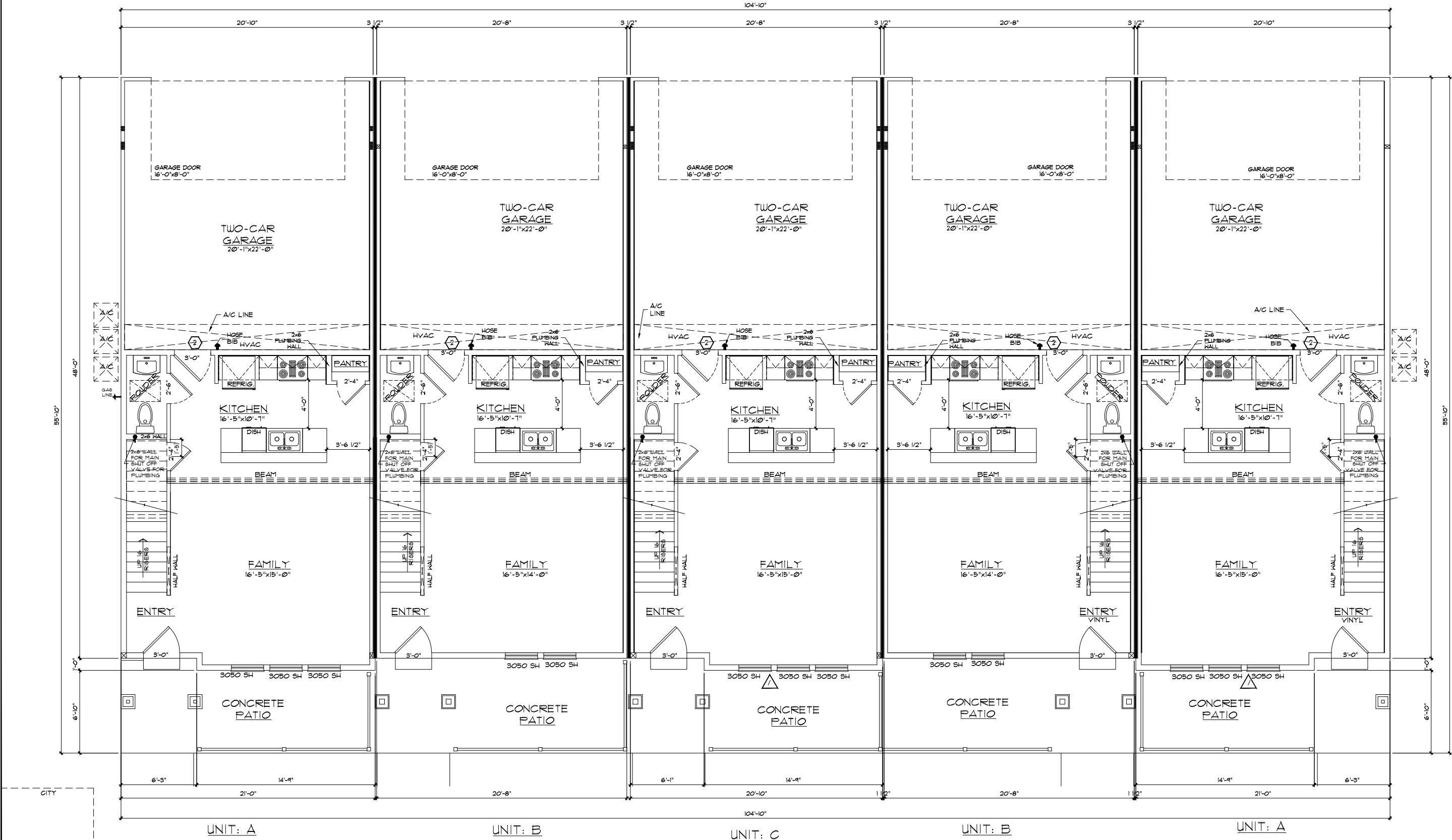
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TOWNHOMES 5 - PLEX
BUILDING - 1

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"/////" MODEL

7/22/2019 11:26:00 AM, KARTCHNER HOMES

SQUARE FOOTAGE	AREA		
	UNIT: A	UNIT: B	UNIT: C
SECOND LEVEL	944 Sq. Ft.	920 Sq. Ft.	900 Sq. Ft.
MAIN LEVEL	541 Sq. Ft.	526 Sq. Ft.	541 Sq. Ft.
TOTAL FINISHED PER UNIT	1,485 Sq. Ft.	1,446 Sq. Ft.	1,441 Sq. Ft.
GARAGE	// Sq. Ft.		



MAIN LEVEL 9'-0" CEILING
1/4" = 1'-0" SCALE (FULL SIZE 24" x 36" PAPER) - 1/8" = 1'-0" SCALE (HALF SIZE 11" x 17" PAPER)

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SHEET NAME:
MAIN LEVEL

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J.H.
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REVISIONS:
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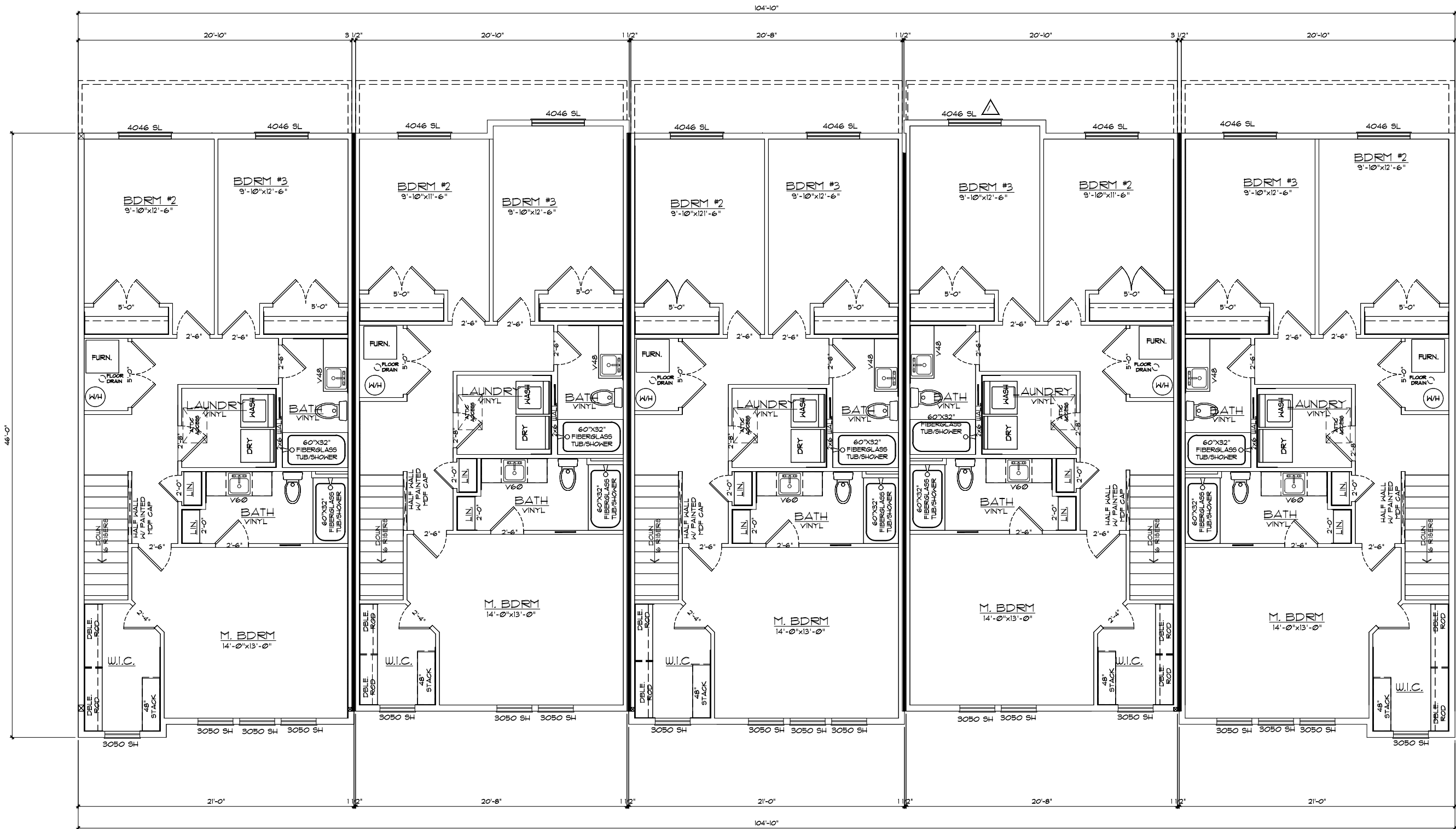
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Townhomes B - PLEX
Building - 1

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8'-0" CEILINGS
UNIT: A
SECOND LEVEL

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SECOND LEVEL

SHEET NAME:
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DATE:
REVISIONS:
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ADDRESS:

Snake River
Townhomes B - PLEX
BUILDING - 1

J.H.

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A/ A/



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ELEVATION

SHEET NAME:

DRAWN BY:

J.H.

DATE:

REVISIONS:

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ADDRESS:

SNAKE RIVER
TOWNHOMES
BUILDING 2, 3 - PLEX

JOB:

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ELEVATION'S
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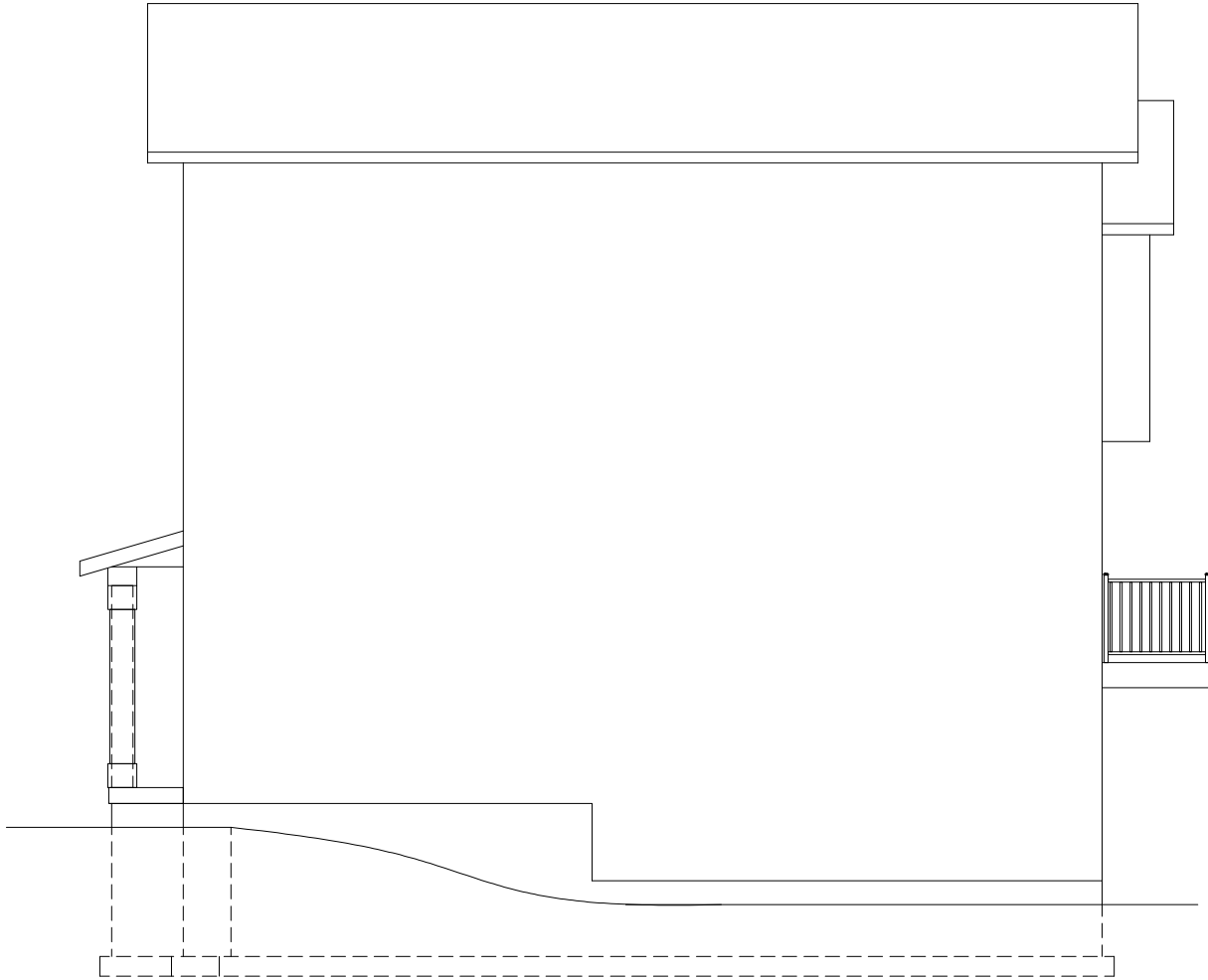
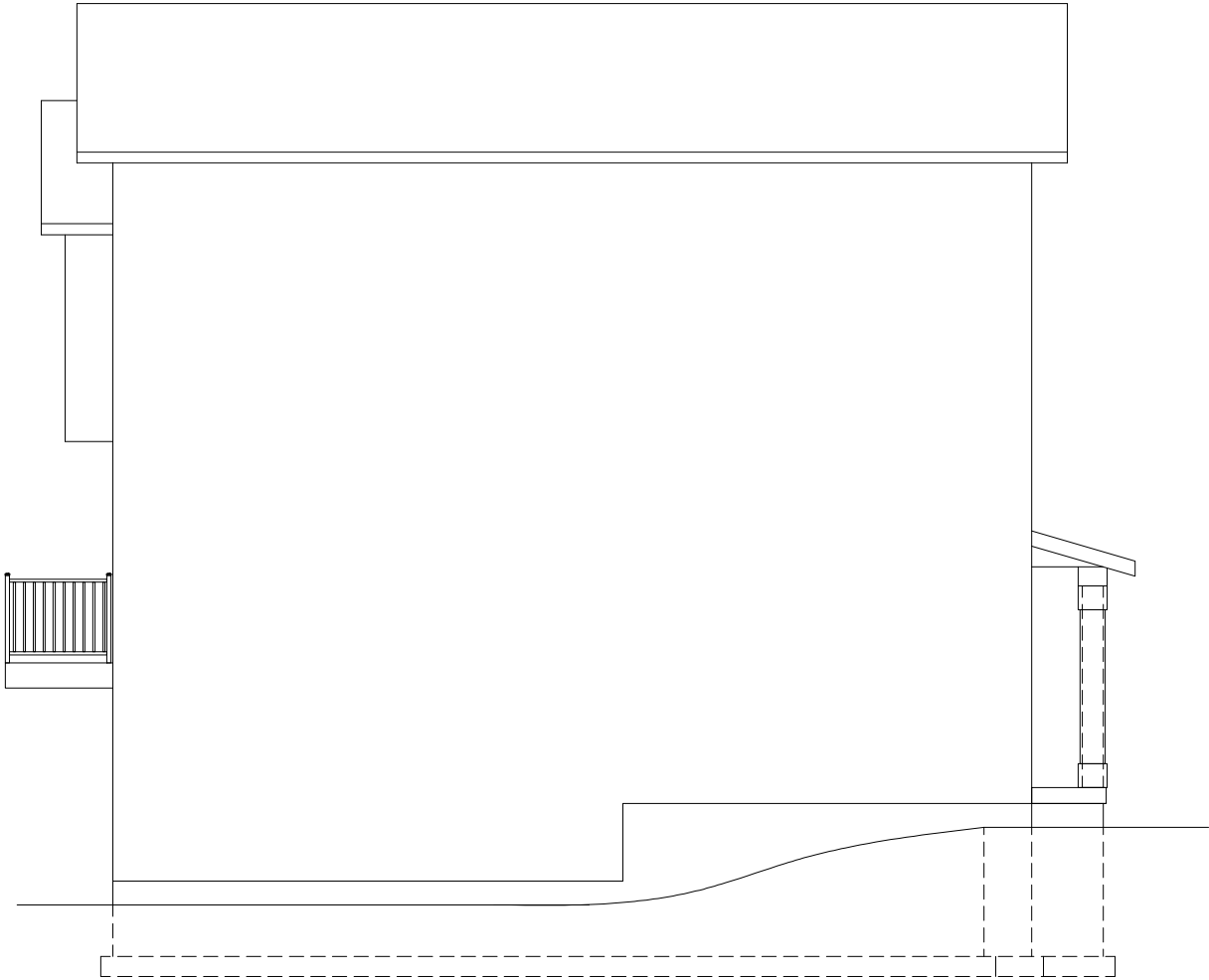
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Building 2, 3 - PLEX

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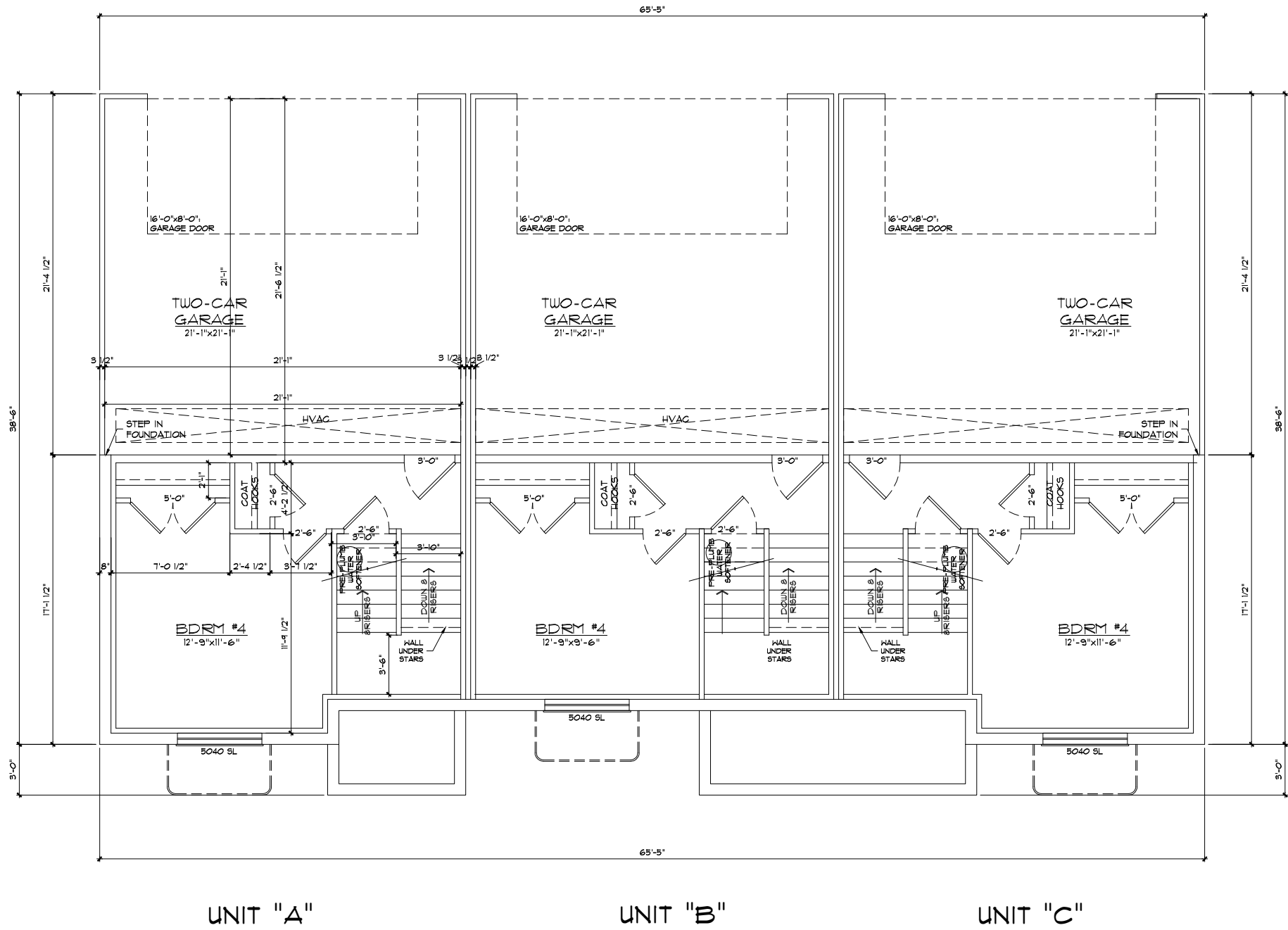
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9'-0" CEILINGS
BASEMENT LEVEL
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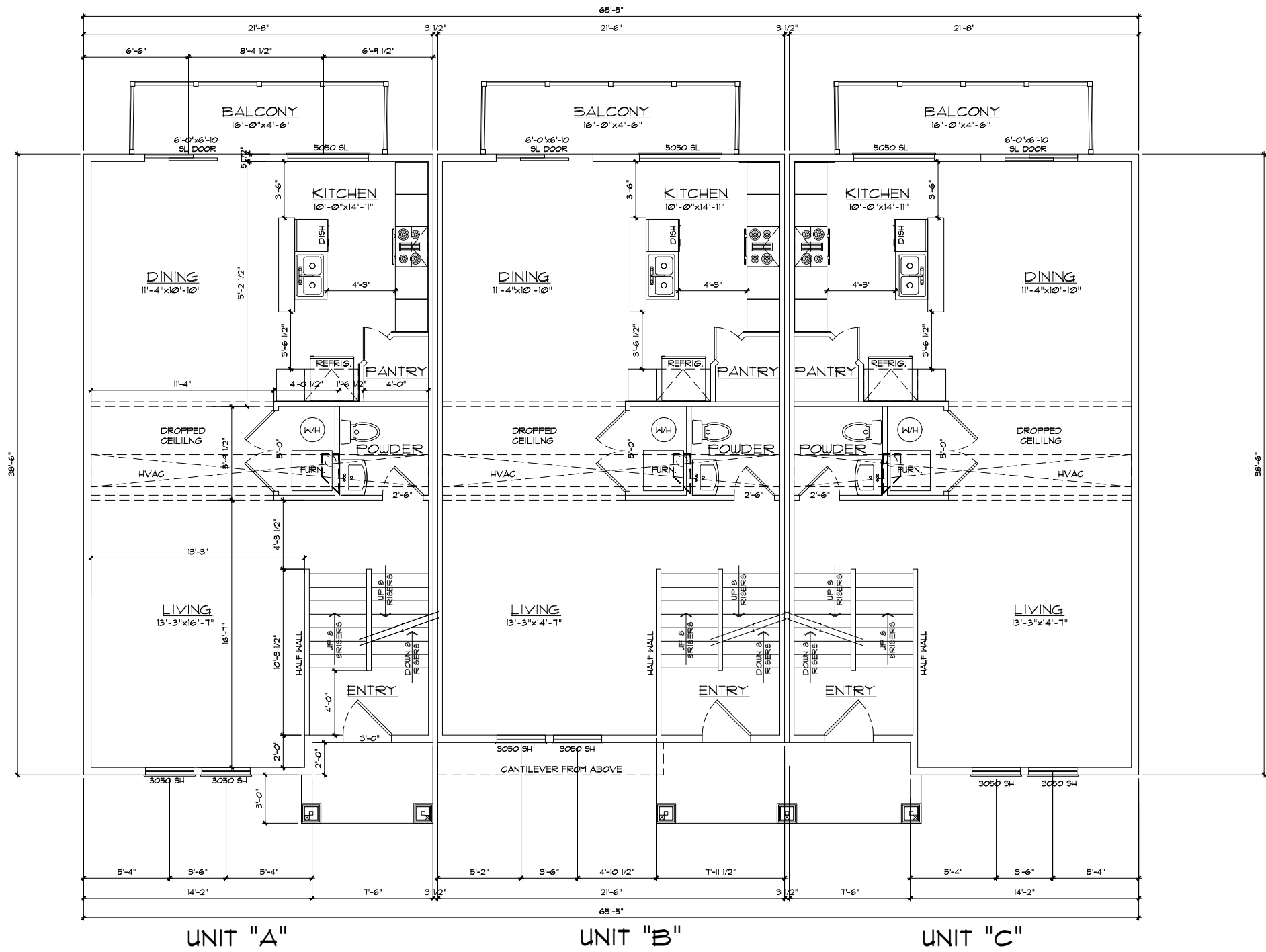
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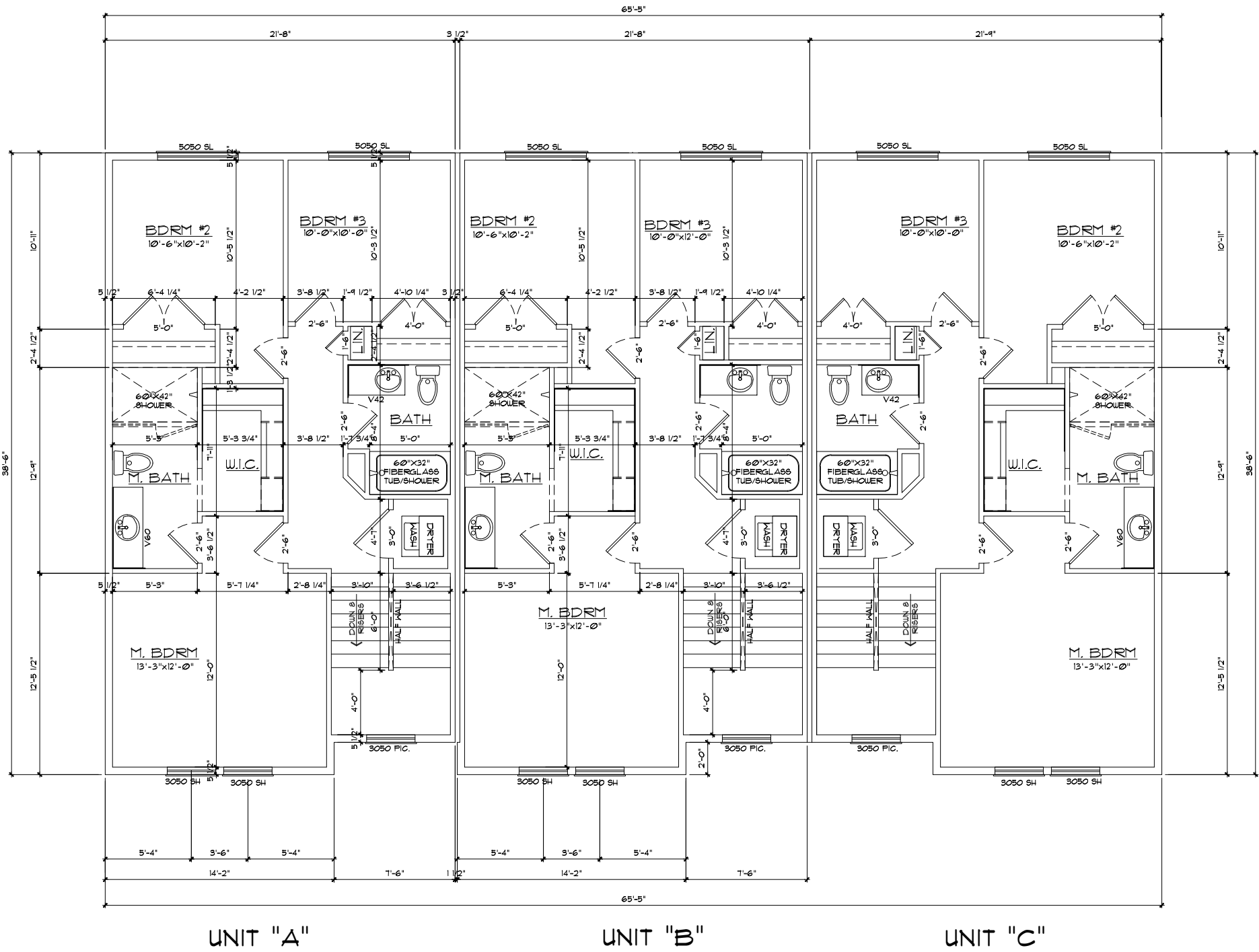
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Building 2, 3 - PLEX

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8'-0" CEILINGS
SECOND LEVEL
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SHEET NAME:
SECOND LEVEL

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Building 2, 3 - PLEX


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ELEVATION'S
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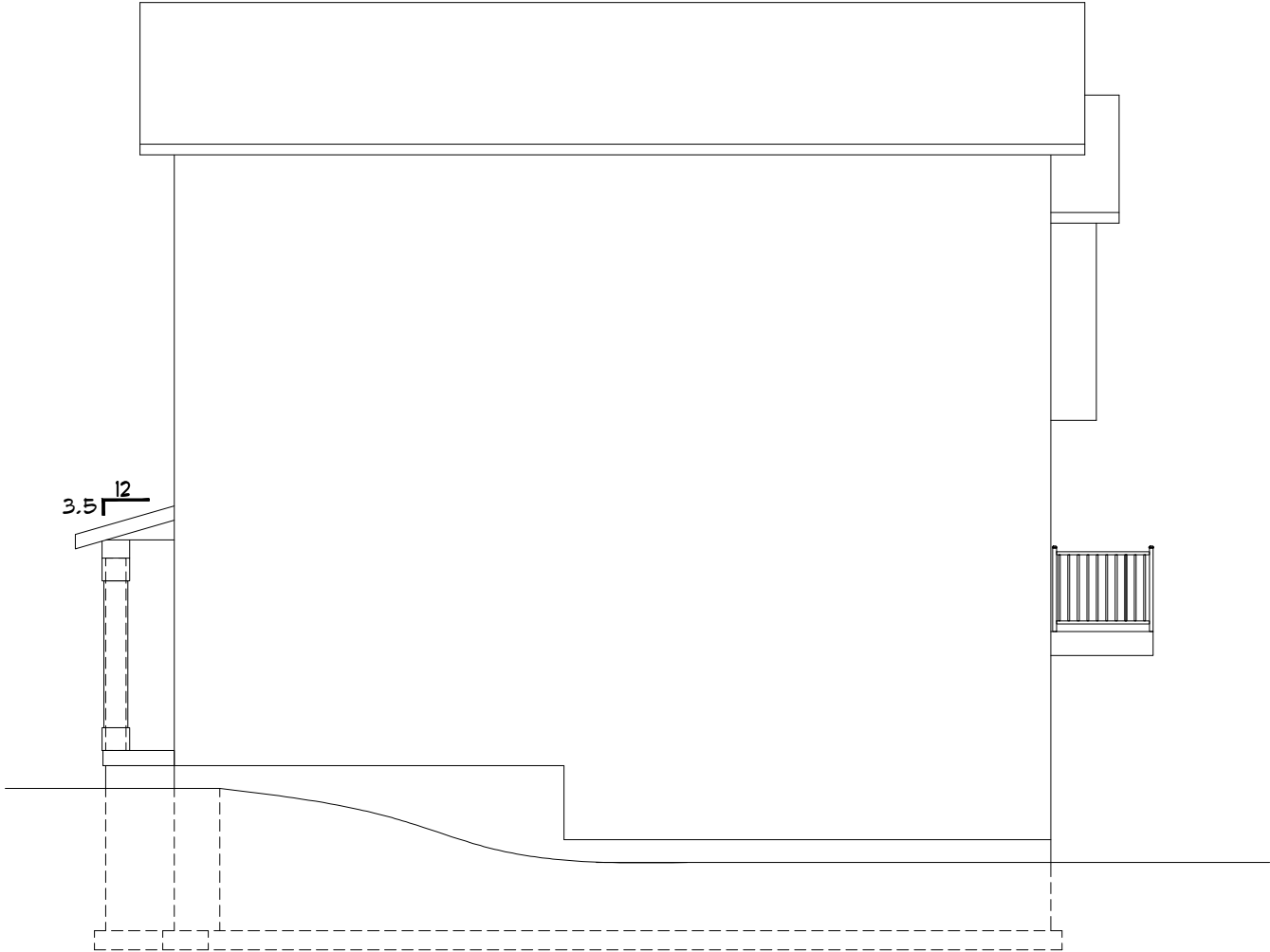
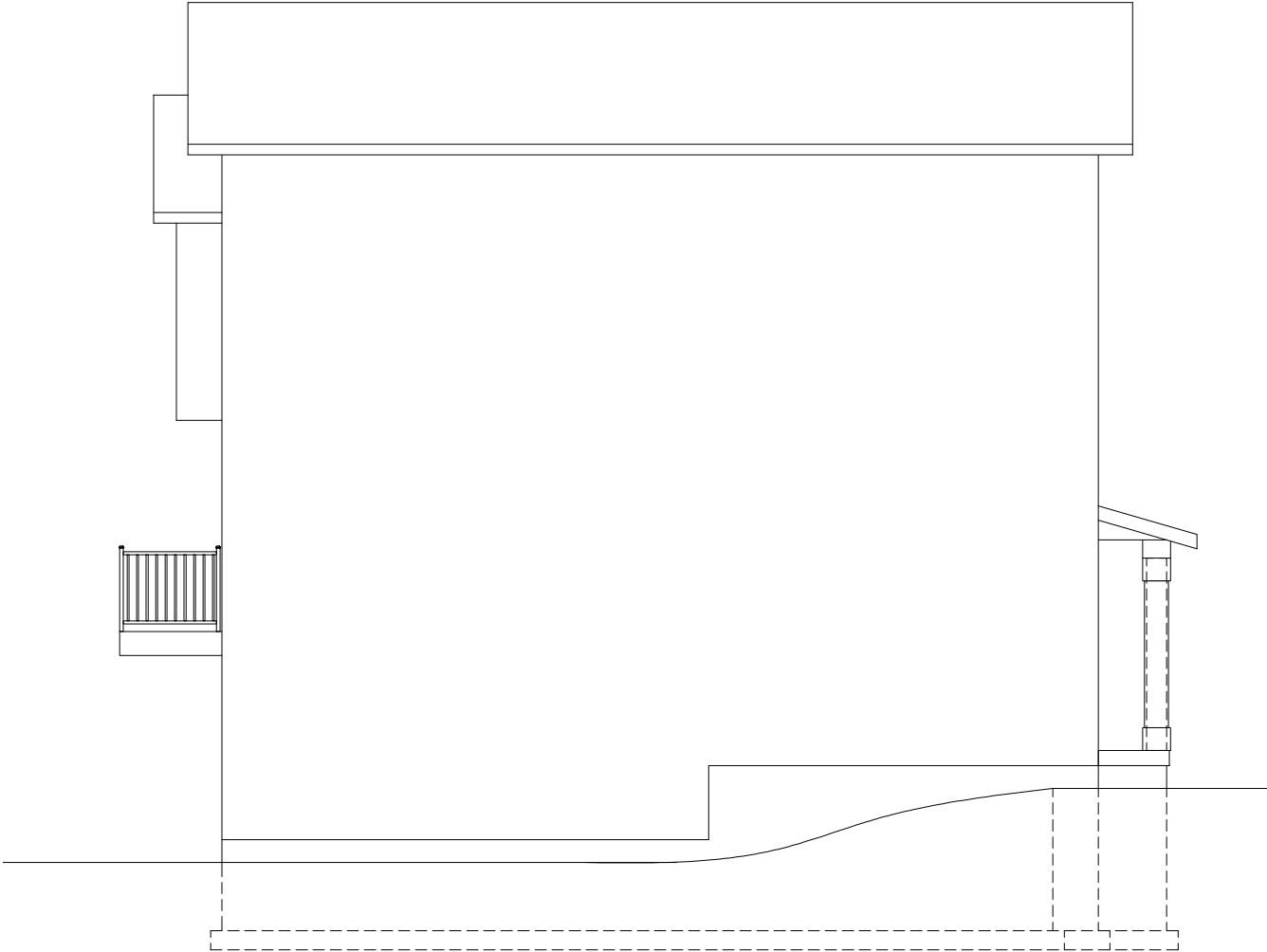
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SHAKE RIVER TOWNHOMES
BUILDING 2 - 5 FLEX



ELEVATION'S
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SNAKE RIVER
TOWNHOMES
BUILDING 2 - 5 FLEX

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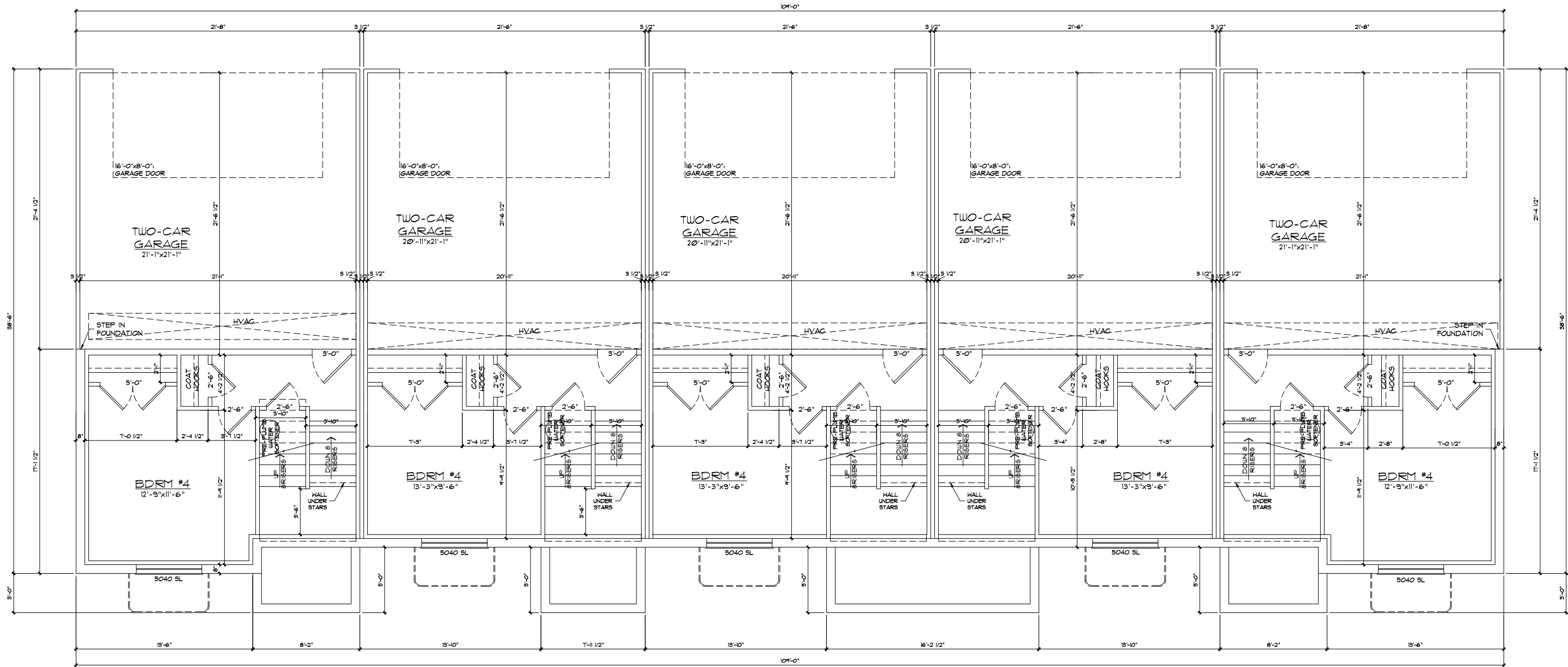


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UNIT "A"

UNIT "B"

UNIT "C"

9'-0" CEILINGS
BASEMENT LEVEL

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UNIT "B"

UNIT "A"

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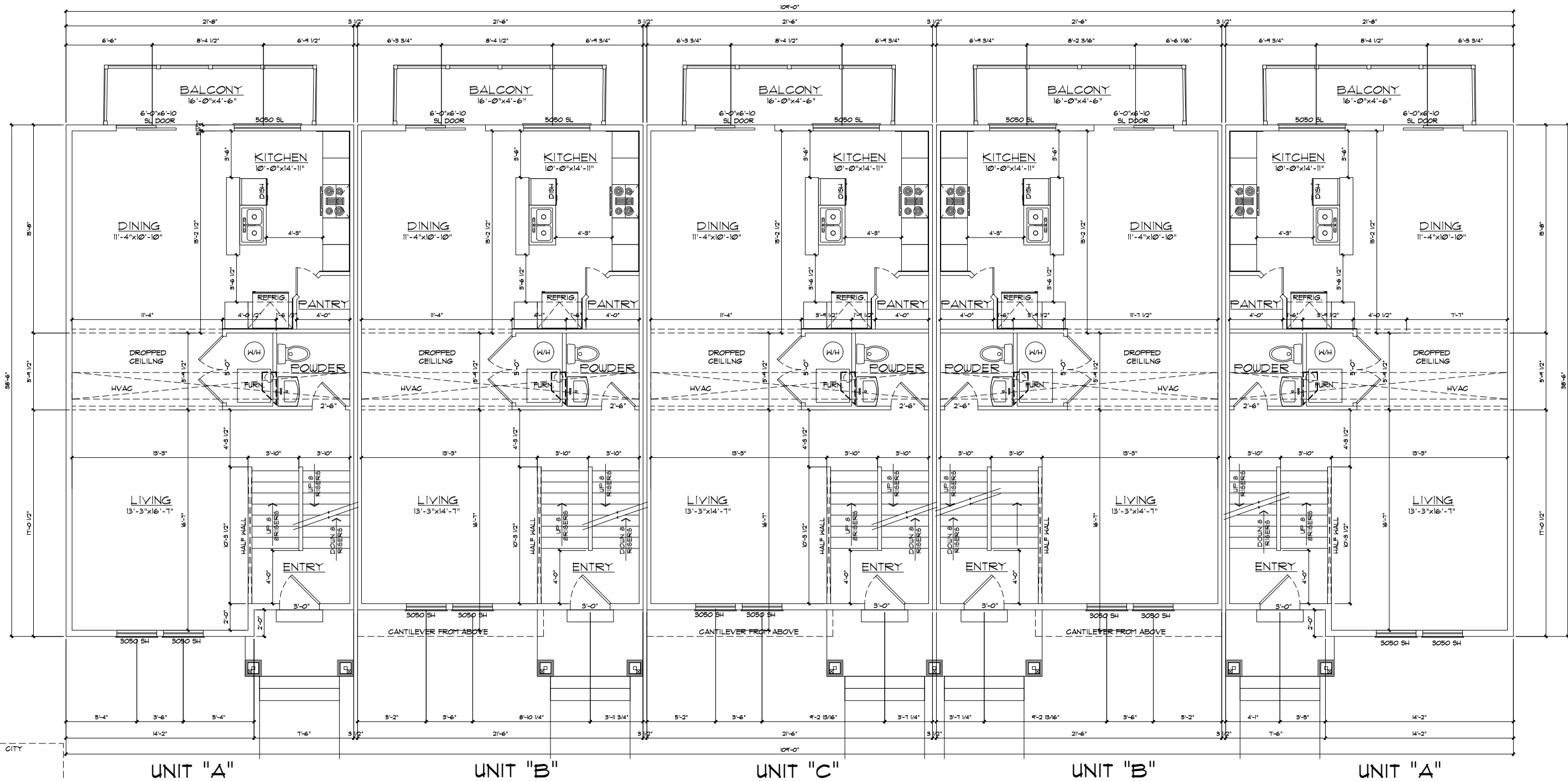
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TOWNHOMES
BUILDING 2 - 5 PLEX

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9'-0" CEILING
MAIN LEVEL

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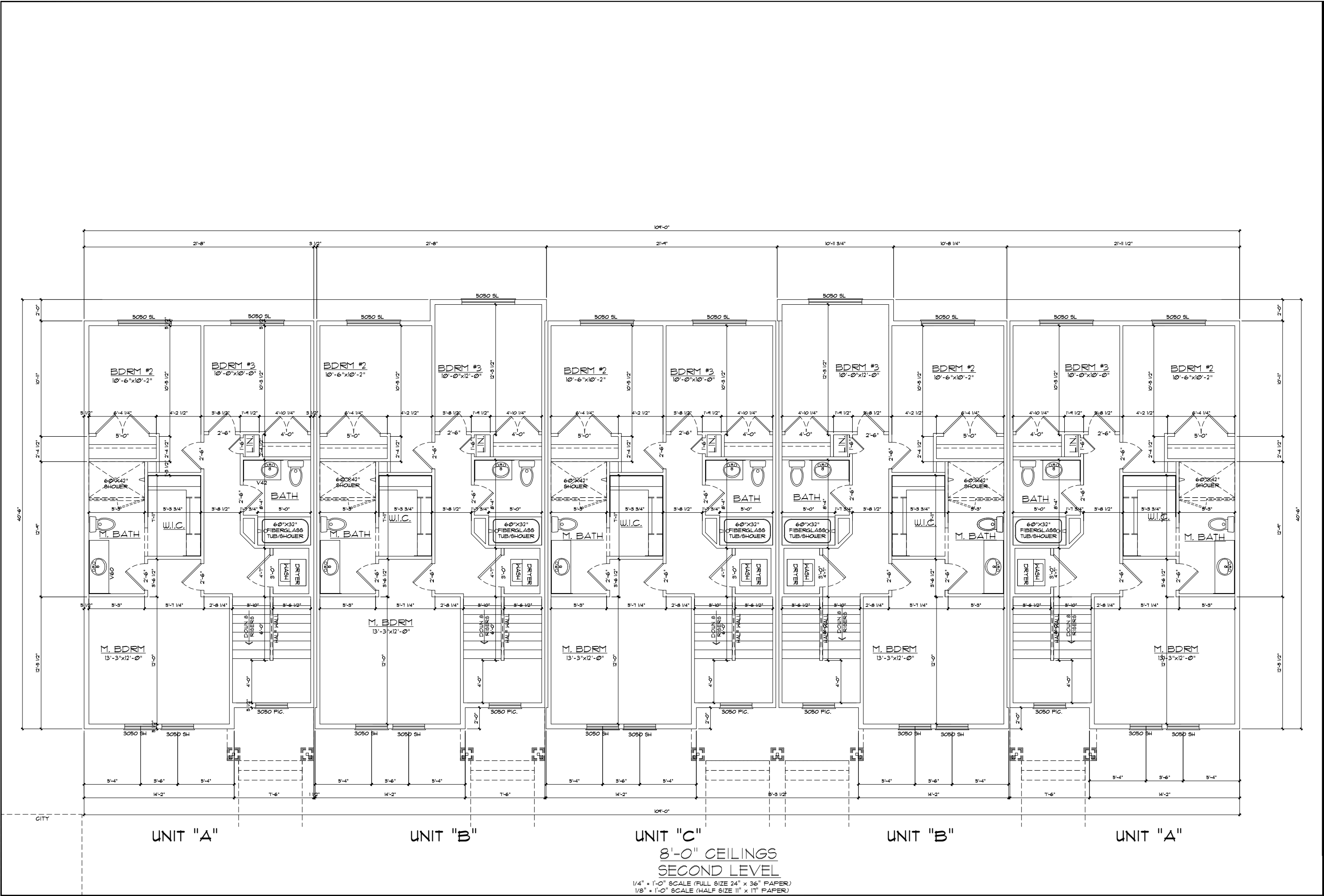
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Townhomes
Building 2 - 5 PLEX

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MORGAN UT 84051 (801) 875-5001

SECOND LEVEL

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ADDRESS:
SNAKE RIVER TOWNHOMES
BUILDING 2 - 5 PLEX

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IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
**Planned Unit Development
Snake River Townhomes
September 3, 2019**



Applicant: Kartchner Land Management

Location: Generally south of south of S Utah Ave. extended, west of Snake River Pkwy., north of Event Center Dr., and east of I-15

Size: Approx. 3.558 acres
Units: 53

Existing Zoning: LC
North: CC
South: HC
East: LC/PUD
West: R3A

Existing Land Uses:
Site: Vacant
North: Commercial
South: High Density Residential
East: Single Unit Residential
West: High Density Residential

Future Land Use Map:
Greenbelt Mixed Use and Higher Density

Attachments:

1. Zoning Information
2. Maps and Aerial Photos
3. Plans
4. Elevations
5. Photos
6. Application

Requested Action: To **recommend** to the Mayor and City Council approval of the Planned Unit Development for Snake River Townhomes

History: The property was originally preliminarily platted as Eagle Ridge in 2002. Then the property was annexed in 2004. A revised preliminary plat was completed in 2008 and then final platted in 2018. This area of Snake River Landing includes both commercial and mixed residential uses including single unit dwellings, senior housing, and multi-unit housing.

Staff Comments: The property is zoned LC, Limited Commercial. The LC Zone is a mixed use zone that also allows for residential development. The PUD includes 53 units. The units will be constructed as attached townhomes that also include two car garages. The homes will face outward to the streets and existing pathway system with the garages facing the internal private street system. In addition to the garage parking 17 parking spaces are proposed. Daytime on street parking is also available on Whitewater and Lochsa River Drive. Most of the units are proposed to be grouped with five living units per building, though, there is a group that has been varied that includes three units. Also some buildings will be three stories in height while others will be two stories.

All areas of the PUD not covered by building or drive area will be landscaped. In addition to the landscaping the development includes a common playground. The playground will be constructed as part of the first phase of development. Snake River Landing has a significant sidewalk and pathway system. This development will tie in with the existing system providing connection the additional open space amenities of the development.

The proposed underlying LC Zone District will govern the project unless varied by the PUD. The varied standards being requested are for 9 feet by 19 feet parking stalls, the standard parking stall required by code is 9 feet by 20 feet. The smaller parking space is consistent with what has been allowed at other developed sections of Snake River Landing. Also being requested for variance is a reduction of the 10' of landscape along the private road system internal to the town homes. The reduction in landscape along the private streets on the garage side of the townhomes will allow the development to maximize the useful open space for the residents.

Staff Recommendation: Staff recommends approval of the Planned Unit Development.

Planned Unit Development Considerations: Criteria from Section 11-2-6(W) of the Comprehensive Zoning Ordinance.

PUD Standards	Staff Comment
<p>Purpose. The purpose of the Planned Unit Development (PUD) regulations is to allow for residential and limited commercial uses, or a mix of residential and limited commercial uses, in an overall site development that may vary from the requirements of this Code.</p>	<p>The intent of the PUD regulations is to:</p> <ul style="list-style-type: none"> (a) Allow for flexibility from traditional zoning standards that results in development providing an improved living environment, including usable common space, amenities or services, increased landscaping, additional architectural features or standards, and compatibility with the contiguous neighborhood. (b) Promote flexibility and innovation of design while permitting diversification of development types in order to encourage the most suitable use of a site. (c) Achieve a compatible land use relationship with the surrounding area. (d) Promote redevelopment and reuse of previously developed property. (e) Encourage development of vacant properties within developed areas. (f) Provide usable and suitably located common space, recreation facilities or other public/common facilities. (g) Facilitate functional and efficient systems of streets, pathways, utilities, and municipal services on and off site. (h) Promote efficient use of land with a more flexible arrangement of buildings and land uses. (i) Provide for master planned development that includes interconnected design elements between structures or phases, increased amounts of landscaping or natural features, connections to the surrounding neighborhood or public lands and unique architectural features. (j) Ensure appropriate phasing of development and amenities. (k) Provide for attractive streetscapes that are not dominated by parked vehicles or garage entrances.
<p>Siting Requirements: Minimum site size shall be two (2) acres</p>	<p>The PUD includes 3.558 acres.</p>
<p>Regulations and Uses: Function as an overlay zone, all regulations and uses shall be the same as the underlying zone district unless modified as part of the PUD</p>	<p>The underlying Zone District for this property is LC. Unless otherwise varied the LC use and development standards shall govern the project.</p> <p>Varied Development Standards:</p> <p>Internal Street landscaping 6' vs 10'</p> <p>Parking stall dimensions 9'x19'</p>
<p>Unified Control:</p>	<p>The PUD will include a unified control.</p>

Locations of Buildings and Structures: Setbacks shall reflect the general standards of the area and character of the neighborhood	This area includes a mix of housing types and zoning designations. The setback and building locations are consistent with the neighboring residential developments.
Height Requirements: The maximum structure height for a residential PUD shall be determined by the underlying base zone, except where a structure is set back from required setback lines by at least one foot (1') for each additional foot of building height.	The LC Zone does not have a maximum height requirement in this area. The proposed buildings are consistent with what has been developed within this area.
Arrangement and Design: A PUD shall be compatible with the surrounding neighborhood bulk, scale, structural mass, and character demonstrated by similar building types, construction, separations, and heights. Structures should include a high quality of design and architecture as demonstrated by cohesive building styles, a range of building positions, custom architectural features, and varied building materials.	The buildings are oriented around open common areas. The layout provides for areas shared by the building's tenants and areas shared by the entire complex.
Landscaping: All areas within the PUD not covered by buildings, parking spaces, sidewalks or driveways shall be landscaped and maintained.	All non-hard surfaced areas are proposed to be covered by landscaping.
Common Space: All PUDs shall provide common space and landscape areas. Not less than twenty five percent (25%) of the gross area of a PUD shall be designated and maintained as common space for the recreational and/or common use of the occupants of the development.	The proposal will exceed the minimum 25% common space and will include a playground as well as connection to the existing pathway system in the area.
Amenities: PUDs shall provide amenities in addition to the common space required by this Section. The number and size of amenities should increase as overall acreage and scale of the development increases.	The development proposes to provide active recreation areas, including a playground as well as connection to existing pathway system.
Pedestrian System: Pedestrian connections shall form a logical, safe, and convenient system for pedestrian access to all structures, project facilities and amenities, and principal off-site pedestrian destinations.	The PUD is providing for safe pedestrian ways through the development as well as connecting to existing facilities within the area.
Phasing:	The development is proposed to be completed in five phases as outlined in the attachment with amenities being developed with the first phase as required.

Comprehensive Plan Policies:

Through their feedback, residents told us they wanted treed residential areas to be:

- With a strong sense of identity
- Served by neighborhood parks and schools
- Linked by sidewalks and trails to facilities both within and outside the neighborhood
- Shielded from but convenient to attractive, landscaped shopping areas
- Offering affordable housing available to all income ranges (p.38)

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. Not only is a compact city convenient but the provision of public facilities is less expensive. Growth does not always occur at the fringe of a community. Vacant lands or underutilized parcels may redevelop to more intensive uses which use existing utilities. (p. 67)

Higher density residential: Homes, apartments, and condominiums developed at densities of 8 to 35 units per acre. (p.63)

Zoning:

(C) LC Limited Commercial Zone. This zone provides a commercial zone for retail and service uses which supply the daily household needs of the City's residents. This Zone is usually located on major streets contiguous to residential uses. This zone is characterized by smaller scale commercial uses which are easily accessible by pedestrians and non-motorized vehicles from the surrounding residential neighborhoods, although larger scale developments such as big-box stores may still serve as anchors. Connectivity is provided with walkways that provide access to and through the development site. Parking for vehicles is understated by the use of landscaping, location, and provision of pedestrian walkways to the businesses.

Proposed Land Use Classification	PB	CC	LC	HC	PT
Food Store		P	P	P	P
Health Care and Social Services	P	P	P	P	P
Higher Education Center		P	P	P	P
Home Occupation*	P	P	P	P	P
Hospital*	C ₂	C ₂	C ₂	C ₂	C ₂
Industry, Craftsman	P	P	P	P	
Industry, Light		P		P	
Information Technology	P	P	P	P	P
Laundry and Dry Cleaning		P			P
Live-Work*	C ₂	P	P	P	P
Lodging Facility		P	P	P	P
Mortuary				P	P
Parking Facility		P	P	P	P
Pawn Shop		P			
Personal Service	P	P	P	P	P
Professional Service	P	P	P	P	P
Planned Unit Development*		C ₃	C ₃		C ₃
Public Service Facility*	C ₂	C ₂	C ₂	C ₂	C ₂

September 3, 2019

7:00 p.m.

Planning Department

Council Chambers

MEMBERS PRESENT: Commissioners Margaret Wimborne, Joanne Denney, Brent Dixon, George Swaney, Lindsey Romankiw, Arnold Cantu, Gene Hicks. (7 present 6 votes).

MEMBERS ABSENT: Natalie Black, George Morrison.

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Kerry Beutler, Brent McLane and Brian Stephens; and interested citizens.

CALL TO ORDER: Margaret Wimborne called the meeting to order at 7:00 p.m.

Public Hearing:

1. PUD 19-002: PLANNED UNIT DEVELOPMENT. Snake River Townhomes. Stephens presented the staff report, a part of the record. Hicks confirmed that the two car garages are per unit. Wimborne asked if the Common space is collection pond. Stephens clarified that Snake River Landing has a large storm water facility so the common space will be useable space.

Wimborne opened the public hearing.

Applicant: Dan Larsen, 601 West 1700 South, Idaho Falls, Idaho. Larsen indicated that this product is not currently offered in the Snake River Landing area so this will add to the vision of the area. Dixon clarified and Larsen confirmed, that the fronts of the building face outward, so the west units will face the multi-story apartments. Dixon asked what direction the interior units will face. Larsen indicated that the interior units face towards the private drive and the garages come in the back side. Dixon asked about the surface on the playground area. Larsen indicated that it is soft fall bark. Dixon asked about the setback from the sidewalk. Larsen believes it is 15-20 feet. Dixon asked how these units setback will compare to the homes kidi-corner to the property. McLane believes the setback is similar. Dixon believes the sides of buildings that face outside (end units) would be more attractive with windows. Larsen agreed.

No one appeared in support or opposition.

Wimborne closed the public hearing.

Dixon believes that it is too many units too close together, although it meets the zoning requirements, so there are no grounds to deny it. Dixon feels that the units are too close to the street. Dixon hopes the contractor is judging the market correctly.

Swaney indicated that the one advantage to a PUD is that they are committed to the plot plan shown and it is enforceable to make sure they actually build the development as presented.

Swaney moved to recommend to the Mayor and City Council approval of the PUD for Snake River Townhomes as presented, including the requested variances, Hicks seconded the motion.

Dixon asked if the motion included the need for windows on the blank walls, as the applicant indicated a willingness to include windows. Dixon asked if approving the PUD as presented will prevent them from adding windows to the units. Cramer stated that there is a part of the ordinance that allows for minor adjustments.

Dixon proposed an amendment to the Motion, to require the builder to include at least 2 windows on the bare walls, on 4 of the units facing the public street.

Romankiw clarified if Dixon is wanting windows on both stories of the building, as she doesn't believe that people want windows in their garages. Dixon stated that some windows are necessary so that it is not a blank wall.

The proposed amendment died for lack of a second.

Wimborne called for a vote on the original Motion. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

Planned Unit Development for Snake River Townhomes Located generally south of south of S Utah Ave. extended, west of Snake River Pkwy., north of Event Center Dr., and east of I-15.

WHEREAS, the applicant filed an application for PUD on July 23, 2019; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on September 3, 2019; and

WHEREAS, this matter came before the Idaho Falls City council during a duly noticed public hearing on October 10, 2019; 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 City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 3.558 acres located generally south of south of S Utah Ave. extended, west of Snake River Pkwy., north of Event Center Dr., and east of I-15.
3. The property is currently zoned LC and the proposed PUD includes 53 single family townhome units.
4. The Development is proposed to be completed in 5 phases. Streets within the PUD will be private
5. Phase 1 includes two amenities, a common area playground and a connection to Snake River Landing pathway system.
6. All areas of the PUD not covered by building or drive area will be landscaped.
7. On September 3rd 2019 the Planning Commission recommended to The Mayor and City Council approval of the PUD with the following conditions:
 - 9 feet by 19 feet parking stalls
 - Reduction of the 10' landscape strip along the private road system internal to the Development.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the PUD as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2019

Rebecca Casper - Mayor



MEMORANDUM

FROM: Brad Cramer, Community Development Services Director

DATE: Monday, October 7, 2019

RE: Modifications to the Zoning Code and Sign Code

Item Description

Attached for consideration at the October 10, 2019 regular Council Meeting is an ordinance for minor modifications to the zoning code and sign code. These changes are part of ongoing maintenance to both codes which CDS conducts annually. The changes address issues identified during implementation of the codes. The only change to the sign code is to change the reviewing body for conditional use permits for signs from the Planning and Zoning Commission to the Board of Adjustment. This follows the same change already made in the zoning code. The changes to the zoning code include allowing single- and two-unit residential in the LC zone, requiring any residential development in the LC zone to follow the standards of the R3A zone, and adding phasing requirements for Planned Unit Developments which were unintentionally not included when the code was updated. These changes were reviewed by the Planning and Zoning Commission at its September 3, 2019 meeting and recommended for approval by a 5-1 vote.

Purpose

Modifying the codes is consistent with goals outlined in community oriented results for Good Governance and Managed, Well-Planned Growth and Development.

Fiscal Impact / Financial Review

NA

Legal Review

Legal has reviewed the proposed changes.

Interdepartmental Review

CDS and Legal have reviewed the proposed changes

Recommended Action

Staff recommends the following actions:

1. To approve the Ordinance amending the Zoning Code and Sign Code, under the suspension of the rules requiring three complete and separate readings and that it be ready by title and published by summary.



☐ Economic



☒ Governance



☒ Growth



☐ Learning



☐ Livable



☐ Safety



☐ Sustainability



☐ Transportation

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT

Comprehensive Zoning Ordinance & Sign Code Amendments
September 3, 2019



Community
Development
Services

Applicant: City
of Idaho Falls

Attachments:

1. Proposed
Amendment
Language

Staff Recommendation: To **recommend** to the Mayor and City Council approval of the amendment language to the Comprehensive Zoning Ordinance and Sign Code.

Staff Comments:

Sign Code: Section 7-9-43 of the Sign Code deals with electronic message center signs. Electronic signs located at schools or within a planned unit development are only allowed through a conditional use permit process. We previously modified the Zoning Ordinance so that conditional use permits would be heard by the Board of Adjustment instead of the Planning and Zoning Commission. We're now proposing to modify the Sign Code to be consistent. There is no change in standards. The hearing regarding the sign would be heard by the Board of Adjustment instead of the Planning and Zoning Commission.

Comprehensive Zoning Ordinance:

Table 11-2-1: Allowed Uses in Residential Zones. The amendment proposes making financial institutions a permitted use within the R3A Zone. The R3A Zone is a mixed use zone that allows for both residential as well as professional and technical services. The previous zoning code allowed for financial institutions within the R3A Zone and several currently are located on property zoned R3A. Staff had recommended removing it as a permitted use to provide more of a distinction between the PB, Professional Business and R3A Zone. This resulted in the existing institutions becoming nonconforming and has created questions regarding how to address these properties when they remodel, seek new signage, etc. Staff would recommend reinstating the use as permitted use within the zone.

Residential Uses within the LC Zone. The amendment proposes allowing single unit attached and detached dwellings, as well as two unit dwellings, as permitted uses within the LC, Limited Commercial Zone. The LC Zone is intended to function as a mixed use zone and currently allows for multi-unit dwellings. Prior to the Zoning Ordinance change the LC Zone, known as the C1 Zone, allowed for all types of dwellings. This has allowed for more dense residential uses, of all types, to develop close to services. The amendment also recommends that residential uses within the LC Zone be developed according to R3A standards. This is consistent with the previous Zoning Ordinance and current practice as well and will help clarify development within the LC Zone.

Phasing within PUDs. The amendment proposes to include phasing of development language that was included within the previous code but mistakenly left out in the recent rewrite. The language clarifies that amenity improvements will occur during the first phase of development.

September 3, 2019

7:00 p.m.

Planning Department

Council Chambers

MEMBERS PRESENT: Commissioners Margaret Wimborne, Joanne Denney, Brent Dixon, George Swaney, Lindsey Romankiw, Arnold Cantu, Gene Hicks. (7 present 6 votes).

MEMBERS ABSENT: Natalie Black, George Morrison.

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Kerry Beutler, Brent McLane and Brian Stephens; and interested citizens.

CALL TO ORDER: Margaret Wimborne called the meeting to order at 7:00 p.m.

2. RZON 19-008: REZONE. Amendment to Tile 7, Chapter 9 Sign Code and Title 11

Comprehensive Zoning of the Idaho Falls City Code. Beutler presented the staff report, a part of the record. Dixon commented that R3A is a catchall and that has been a problem in the past because the public is concerned with apartments but are fine with other things allowed in R3A such as banks, or businesses. Dixon suggested splitting out residential cleanly from anything that is non-residential and make it clear when someone comes to the Commission for a zone they are looking at either a business use or a residential use. Wimborne suggested that what is being presented tonight is clean up with existing zones and Dixon's suggestions are bigger and needs to be discussed at a different time.

Beutler continued with the staff report.

Swaney asked if financial institutions are defined as he can see a payday loan business coming in as a financial institution. Beutler stated that the definition is defined in the Code, however payday loan businesses do fit within the definition. Dixon asked where Hotel and Motels fit. Beutler stated that Hotels are in the highway commercial zone (HC).

Beutler continued with the staff report.

Swaney hypothesized that if financial institutions are approved, which would include payday loan businesses, a person could get a trailer and put it on a lot in an R3A area and run a payday loan business. Swaney asked if that is what the City wants to happen. Beutler stated that any one in that zone could use a similar structure to live in or to run a business out of. Beutler indicated that there are development standards for commercial development, including parking lots, street trees, buffering requirements. Swaney believes there are plenty of zones that allow financial institutions without adding them back to R3A. Swaney understands that they are trying to eliminate non-conforming uses, but before moving forward, they might look to see that they have plenty of zones that allow financial institutions. Beutler agreed that this was really trying to address the non-conforming properties.

Dixon asked what zone would cover the first floor as a business and the second/third residence. Beutler stated that the only place that would have the necessary density to do that would be in Central Commercial and part of the new zoning code allowed for work/live units. Beutler stated that the Downtown area has the form based code and it has specific places and regulates commercial uses on the ground floor and residential uses above.

Beutler continued with the staff report.

Wimborne asked about the development standards used in the LC Unit for the dwelling units. Beutler indicated that it would be the same standards as the LC zone, so the setbacks would be the same as commercial type setbacks.

Beutler continued with the staff report.

Dixon asked if there is a chance to extend the phase ordinance beyond PUDs. Beutler indicated that it could be discussed.

Wimborne opened the public hearing.

Applicant: City of Idaho Falls.

No one appeared in support or opposition to the application.

Wimborne closed the public hearing.

Dixon agrees with Wimborne's observation that his comments are a bigger issue and the financial institutions and the multi-family are part of the bigger issue. Dixon doesn't feel that including/excluding them at this point will matter, as the bigger issue is something that would end up sweeping up other changes if staff felt inclined to take it on.

Romankiw agreed that now that the code has been re-written and there has been time to work with the code and see how it is turning out, it is time to readdress some of the bigger issues.

Romankiw moved to recommend to the Mayor and City Council approval of all of the Amendments to Title 7, Chapter 9, as presented by staff, Denney seconded the motion and it passed 5-1. Dixon opposed the motion.

Dixon opposed the motion for the reason that merging more residential and commercial together is the wrong direction to go in.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 7, CHAPTER 9, TO CHANGE AND REVIEW CONDITIONAL USE PERMITS TO THE BOARD OF ADJUSTMENTS; AMENDING TITLE 11, CHAPTERS 2 AND 3 OF THE ZONING CODE TO MODIFY THE LAND USE TABLES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City adopted the adopted the Sign Code and Comprehensive Zoning Ordinance to promote the health, safety, peace, convenience, and general welfare of the inhabitants of the City by implementing the goals and policies of the City's Comprehensive Plan; and

WHEREAS, the City desires for the standards of the code to be consistent and clear; and

WHEREAS, upon review of the code Planning Division staff has determined there are minor updates needed to improve the consistency and clarity of the code's standards; and

WHEREAS, changes include modifying the sign code to have conditional use permits to be heard by the Board of Adjustment consistent with the Comprehensive Zoning Ordinance; and

WHEREAS, changes to the Comprehensive Zoning Ordinance include modifications to the land use tables; clarification that multi-unit developments shall comply with the development standards of the R3A, Residential Mixed Use Zone in LC, Limited Commercial Zones; Phasing standards within Planned Unit Developments; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve the recommended changes on October 10, 2019.

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

SECTION 1. Title 7, Chapter 9, Section 1 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

7-9-1 ELECTRONIC MESSAGE CENTER SIGNS AND CHANGEABLE COPY

PANELS: Electronic message center signs and changeable copy signs shall be permitted within an on-premise freestanding pole or wall sign in commercial zones, except as provided in this Sign Code. Electronic message center signs shall not be permitted in the downtown area bounded on the north by and including G Street, on the west by and including Memorial Drive, on the east by the extended north-south alleyway located between Yellowstone Highway and Shoup Avenue, and on the south by and including Broadway.

...

- (K) Electronic message signs shall be permitted as school signs when approved by the ~~Planning and Zoning Commission~~ Board of Adjustment as a Conditional Use Permit and according to the following standards:

...

- (6) The ~~Planning and Zoning Commission~~ Board of Adjustment may modify the above standards where necessary to minimize adverse effects on adjoining residential uses or where necessary to assure visibility to students and parents on and immediately adjacent to the school entrance or parking areas.

...

- (M). Electronic message signs shall be permitted as part of on-premise freestanding signs for planned unit developments when approved by the ~~Planning and Zoning Commission~~ Board of Adjustment as a Conditional Use Permit. The application submitted for a Conditional Use Permit, in addition to other materials and information requested by the ~~Planning and Zoning Commission~~ Board of Adjustment, shall include the following:

- (1) A plan for the development indicating the type and size of signs proposed for each lot and building;
- (2) A statement delineating which lots will be advertising on the electronic message sign; and,
- (3) Evidence of continuing unified management of the development. Such evidence may include lease agreement, private covenants recorded against the property, or other documentation as approved by the Director of the Community Development Services Department.

To issue a Conditional Use Permit, the ~~Planning and Zoning Commission~~ Board of Adjustment shall make the following findings:

...

SECTION 2. Title 11 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

11-2-3: ALLOWED USES IN RESIDENTIAL ZONES.

Table 11-2-1: Allowed Uses in Residential Zones

P = permitted use. C₁ = administrative conditional use. C₂ = Planning Commission conditional use. C₃ = City Council conditional use. A blank denotes a use that is not allowed in that zone.

*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

	Low Density Residential			Medium Density Residential			High Density Residential	
Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Accessory use	P	P	P	P	P	P	P	P
Agriculture*	P							
Animal Care Clinic					P*			P
Artist Studio					P*			
Bed and Breakfast*								P
Boarding /Rooming House							P	P
Day Care, Center*			C ₂	P	P		P	P
Day Care, Group*	C ₁		C ₁	P	P	C ₁	P	P
Day Care, Home	C ₁		C ₁	P	P	C ₁	P	P
Dwelling, accessory unit*	P			P	P		P	P
Dwelling, multi-unit*				P*	P		P	P
Dwelling, single unit attached*			P	P	P	P	P	P
Dwelling, single unit detached	P	P	P	P	P	P	P	P
Dwelling, two unit				P	P		P	P
Eating establishment, limited					P*			P
Financial Institutions					P*			P
Food Processing, small scale					P*			
Food Store					P*			
Fuel Station					P*			
Health Care and Social Services					P*			P
Home Occupation*	C ₁		C ₁	C ₁	C ₁	C ₁	C ₁	C ₁
Information Technology								P
Laundry and Dry Cleaning					P*			P
Live-Work*					C ₁			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						C ₂		C ₂
Mortuary								P
Park and Recreation Facility*	P	P	P	P	P	P	P	P
Parking Facility								P
Personal Service					P*			P
Planned Unit Development*	C ₃	C ₃	C ₃	C ₃		C ₃	C ₃	C ₃
Professional Service								P
Public Service Facility*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P
Recreational Vehicle Park*						C ₂		
Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A

Religious Institution*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Residential Care Facility							P	P
Retail					P*			C ₂
School*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Short Term Rental*	P	P	P	P	P	P	P	P
Transit Station								P

11-2-4: ALLOWED USES IN COMMERCIAL ZONES.

Table 11-2-2: Allowed Uses in Commercial Zones

<p>P = permitted use. C₁ = administrative conditional use. C₂ = Planning Commission conditional use. C₃ = City Council conditional use. A blank denotes a use that is not allowed in that zone.</p> <p>*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.</p>					
	Commercial				
Proposed Land Use Classification	PB	CC	LC	HC	PT
Accessory use*	P	P	P	P	P
Accessory use, Fuel Station*		P	P	P	
Accessory use, Storage Yard*		P	P	P	
Amusement Center, Indoor		P	P	P	
Amusement Center, Indoor Shooting Range*		P	P	P	
Amusement Center, Outdoor*				P	
Animal Care Clinic*	P	P	P	P	
Animal Care Facility*				P	
Bed and Breakfast*		P	P		P
Boarding /Rooming House		P	P		P
Building Material, Garden and Farm Supplies			P	P	
Cemetery*		C ₂	C ₂	C ₂	
Club*		P	P	P	
Communication Facility		P	P	P	
Day Care, all Types*	P	P	P	P	P
Drinking establishment		P		P	
Drive-through Establishment *	P*	P	P	P	P
Dwelling, accessory unit *		P	P	P	P
Dwelling, multi-unit*		P	P		P
<u>Dwelling, Single Unit Attached*</u>			<u>P</u>		
<u>Dwelling, Single Unit Detached</u>			<u>P</u>		
Dwelling, two unit			<u>P</u>		P
Eating establishment		P	P	P	P
Eating Establishment, limited	P	P	P	P	P
Financial Institutions	P	P	P	P	P
Entertainment and Cultural Facilities	P	P	P	P	P
Equipment Sales, Rental and Services			P	P	
Food Processing, small scale				P	

11-2-6: STANDARDS FOR ALLOWED LAND USES.

...

(A) Dwelling, Multi-Unit.

(1) In the R2 Zone, no more than four (4) dwelling units shall be constructed within a single structure.

(2) In the LC Zone, multi-unit developments shall comply with the development standards of the R3A Zone.

(B) Planned Unit Development (PUD).

...

(11) Phasing. Phasing of development and associated public and private improvements is permitted, subject to an approved phasing schedule. Phased development shall be considered with the initial PUD approval process and the phasing schedule shall be approved as part of the development plan. Proposed amenities shall be constructed with the first phase or approved according to the phasing schedule, provided that a majority of the improvements occur within the first phase. Upon approval of the development plan and schedule for all phases of the PUD, each phase of the development may occur in accordance with the review and approval procedures, as specified by this Code.

...

11-3-6: STANDARDS FOR COMMERCIAL ZONES

(A) Dimensional Standards. Table 11-3-6 Dimensional Standards for Commercial Zones shall be used for determining the minimum site area, minimum site width measured at the setback line, minimum setbacks, maximum building height, maximum lot coverage and maximum gross density in each Commercial Zone.

Table 11-3-5: Dimensional Standards for Commercial Zones

	CC	PB	LC	HC
Site width at front setback - Minimum in ft.		50	50*	50
Setbacks – Minimum in ft.				
Front		20	20*	20
Side			*	
Rear			*	

Landscape buffer contiguous to street* in ft.	7*	15	20*	20*
Landscape buffer contiguous to a residential Zones* in ft.	10	10	20/10	30/10
Building height – Maximum in ft.		*	*	
Lot Coverage- Maximum in %		80	80	
*See explanations, exceptions and qualifications that follow in Section 11-3-6A (1-5) of this Zoning Code.				

...

(6) In the LC Zone residential uses shall comply with the R3A Zone dimensional standards.

...

SECTION 3. 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 4. 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 5. 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 6. 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 September, 2019.

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 TITLE 7, CHAPTER 9, TO CHANGE AND REVIEW
CONDITIONAL USE PERMITS TO THE BOARD OF ADJUSTMENTS;
AMENDING TITLE 11, CHAPTERS 2 AND 3 OF THE ZONING CODE TO
MODIFY THE LAND USE TABLES; PROVIDING SEVERABILITY,
CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING
EFFECTIVE DATE.”

(SEAL)

KATHY HAMPTON, CITY CLERK



MEMORANDUM

FROM: Pam Alexander, Municipal Services Director

DATE: Wednesday, October 2, 2019

RE: Quote 19-036 Renovation of City Hall Utility Offices

Item Description

On September 9, 2019, quotes were received and opened for the renovation of City Hall Utility Offices. A tabulation of the bid quotes are attached.

Purpose

The renovation of the City Hall utility offices supports the good governance community oriented result by providing improved building access to residents.

Fiscal Impact / Financial Review

Funds to renovate the offices are within the 2019/20 Municipal Services budget.

Legal Review

Purchase complies with State Statute §68-2805.

Interdepartmental Review

Reviews have been conducted with all necessary City departments.

Recommended Action

Municipal Services recommends approval of the quote from Alan Clark Construction, Inc. of Idaho Falls for a total of \$86,559.00.



☐ Economic



☒ Governance



☐ Growth



☐ Learning



☐ Livable



☐ Safety



☐ Sustainability



☐ Transportation

City of Idaho Falls

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

Office of Purchasing Agent
Closing Date September 9, 2019

TABULATION Quote 19-036

Renovation of New Utility Offices / Old Gym

BIDDER

Alan Clark Construction, LLC	Rivers West Construction, Inc.	All Phase Construction, LLC
Idaho Falls, ID	Idaho Falls, ID	Idaho Falls, ID

Public Works License	020156-A	013042-AA-1-3	PWC-C-17441-A-4
Lump Sum Amount of bid <u>without</u> Bonds and Insurances	\$84,900.00	\$118,139.00	\$89,463.00
Add-on Amount for Required Bonds and Insurance	\$1,659.00	\$1,701.00	\$2,884.00
Lump Sum Total	\$86,559.00	\$119,840.00	\$92,347.00



MEMORANDUM

FROM: Pamela Alexander, Municipal Services Director

DATE: Monday, October 7, 2019

RE: Public Hearing for the Purchase and Sale Agreement between the City of Idaho Falls and Bonneville County

Item Description

Municipal Services respectfully requests the Mayor and Council to conduct a public hearing for the purchase and sale agreement between the City of Idaho Falls and Bonneville County.

Purpose

The purpose of the public hearing is to receive public comment for the purchase of surplus 4-H property for \$430,000. The purchase of the 4-H property supports the economic growth and vibrancy community oriented result by identifying areas and develop amenities that promote quality of life and a sense of community for all residents.

Fiscal Impact / Financial Review

Parks and Recreation has budgeted a total of \$107,500 within the 2019/20 budget. Three additional annual payments as outlined in the purchase and sale agreement will be prioritized and budgeted by the Parks and Recreation department in future fiscal years.

Legal Review

Legal Services has confirmed the public hearing process is within Idaho Code §67-2323.

Interdepartmental Review

Reviews have been conducted with all necessary City departments.

Recommended Action

Mayor and City Council to conduct the public hearing.



☒ Economic



☐ Governance



☐ Growth



☐ Learning



☐ Livable



☐ Safety



☐ Sustainability



☐ Transportation

**PURCHASE AND SALE AGREEMENT BETWEEN
CITY OF IDAHO FALLS, IDAHO, AND BONNEVILLE COUNTY, IDAHO
(4-H FAIRGROUNDS PROPERTY, LOT 1)**

THIS PURCHASE AND SALE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND BONNEVILLE COUNTY, IDAHO, (hereinafter "Agreement"), is made this ___ day of September 18, 2019, by and between City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY" or "BUYER"), and Bonneville County, Idaho, whose address is 605 N. Capital Ave., Idaho Falls, Idaho 83402 (hereinafter "COUNTY" or "SELLER").

WHEREAS, COUNTY owns certain property (hereinafter "4-H Fairgrounds Property") of approximately 1.208 acres and further identified as Lot 1, Block 1 of the 4-H Addition to the City of Idaho Falls, located on the east side of Rollandet Avenue slightly south of the former Rogers Street in City limits, which property is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, because of the success of COUNTY 4-H programs and the burgeoning population and interest, COUNTY's needs and programs for residents and visitors cannot be adequately accommodated or addressed on 4-H Fairgrounds Property; and

WHEREAS, COUNTY has recently acquired and is developing a reasonably sized property that will address the current and future 4-H program needs and other needs of COUNTY; and

WHEREAS, CITY is desirous of obtaining 4-H Fairgrounds Property for CITY purposes including, but not limited to, an expansion of the Idaho Falls Zoo and use of existing buildings currently located and constructed on 4-H Fairgrounds Property; and

WHEREAS, for such reasons the Parties desire to effectuate the sale of the 4-H Fairgrounds Property to CITY in accordance with the terms and conditions of this Purchase and Sale Agreement and the requirements of the Idaho Code; and

WHEREAS, COUNTY has property sales authority through Idaho Code §§ 31-808(9); 31-808(1); and 67-2322 through 67-2325; and

WHEREAS, CITY has property purchasing authority through Idaho Code Title 50, Chapter 14; and

WHEREAS, COUNTY and CITY understand and agree that certain Idaho Code requirements must be followed as a prerequisite to the property sale contemplated by this Purchase and Sale Agreement and that each Party to this Purchase and Sale Agreement intends to follow its respective and the collective Idaho statutory requirements; and

WHEREAS, such sale of property may be made for COUNTY's declared value payment if COUNTY determines that it is in the best interest of the public, in the opinion of COUNTY, to

do so; and

WHEREAS, COUNTY, by this Agreement declares and determines that the "total purchase price" defined in this Agreement, at Paragraph 1. Purchase Price, is the value of the Property that is in the best interest of the public in the judgment of COUNTY; and

WHEREAS, COUNTY intends, by this Purchase and Sales Agreement, to grant to CITY permission and access and use of all structures on the 4-H Fairgrounds Property upon delivery of the first payment of the total purchase price for the 4-H Fairgrounds Property (as described in Paragraph 1.1 of this Agreement) in order to facilitate the construction of the use of such Property by CITY; and

WHEREAS, SELLER hereby agrees to sell to BUYER, the real 4-H Fairground Property set forth below and all improvements thereon, (hereinafter the "PROPERTY"), and BUYER agrees to purchase said PROPERTY from SELLER on the terms and conditions set forth in this Agreement, as follows:

PROPERTY: The PROPERTY is commonly known as Lot 1, Block 1 of the 4-H Addition to the City of Idaho Falls, a property of approximately 1.208 acres, and is more particularly described in Exhibit "A" attached to this Agreement and made a part hereof the same as if fully transcribed and copied herein.

1. PURCHASE PRICE. Total purchase price shall be Four Hundred and Thirty Thousand dollars (\$430,000). The total purchase price shall be payable as follows:

1.1. At Closing. A non-refundable first payment of One Hundred Seven Thousand, Five Hundred and no/hundredths (\$107,500) cash shall be paid by BUYER to SELLER upon closing of this Agreement, which will occur within thirty (30) days immediately following a two-thirds (2/3) vote of each of the Parties, pursuant to Idaho Code Section 67-2324.

1.2 Three Additional Annual Payments. Subject to Paragraph 2.d of this Agreement, three (3) annual payments shall be made in addition to the first payment recited in Paragraph 1.1 as follows:

Second payment	\$107,500	October 1, 2020
Third payment	\$107,500	October 1, 2021
Fourth and Final payment	\$107,500	October 1, 2022

1.3 There shall be no penalty for any payment by BUYER to SELLER made in advance of the date such payment is due.

2. SPECIAL CONDITIONS. The following Special Conditions shall apply to the sale of the PROPERTY:

a. Any and all water rights, irrigation rights, mineral rights and all other rights of ownership shall transfer from SELLER to BUYER with the transfer of title from COUNTY to CITY at closing unless this Agreement is terminated, at which time BUYER shall, within thirty (30) days remove BUYER's property and vacate the property.

b. CITY shall have sole use of the buildings and structures on the PROPERTY from and after the date of closing. COUNTY shall have no liability of ownership for the property after the date of closing. Some type of wording for indemnification.

c. The Parties agree that the failure of either Party to execute to this Agreement pursuant to the requirements of the Idaho Code (particularly I.C. Section 67-2324), shall nullify this Agreement. Neither Party shall seek or be entitled to damages from the other Party for such nullification.

d. Non-Appropriation. Notwithstanding any other provision or provisions of this Agreement, the Parties understand and agree that BUYER does not commit to a legal or other obligation to make payments or to incur any liability beyond the revenue and income provided during each separate fiscal year during the term of this Agreement. In the event BUYER fails to include in its proposed budget or related documents for the ensuing fiscal year or fails to appropriate sufficient funds to fully fund any payment obligation hereunder for any future fiscal year, or otherwise chooses to terminate this Agreement, then BUYER will immediately notify SELLER and said notice will terminate this Agreement as of September 30 of the fiscal year in which the failure to appropriate or other terminating event occurs. In such case, the liability and obligations and remedies against BUYER will be limited to recovery only of funds appropriated for payment for the then-current fiscal year.

3. TITLE OF SELLER. All rights, titles and interests of SELLER shall be conveyed by Warranty Deed, be good and marketable and free and clear of all liens and encumbrances but subject to rights reserved in federal patents, state deeds; CITY building or zoning regulations and ordinances; and rights of way and easements (including easements for buried telephone, cable and gas lines established or of record).

4. TITLE INSURANCE. No Title insurance shall be provided by SELLER. In the event BUYER desires Title Insurance, BUYER may purchase such Title Insurance at its sole cost and expense.

5. CLOSING. The closing agent is yet to be determined, however, "Closing" shall occur within thirty (30) days immediately following the approval of the purchase by a two-thirds (2/3) majority vote of each of the Parties, pursuant to Idaho Code Section 67-2324.

BUYER and SELLER shall deposit with the Closing Agent all instructions, information, funds

and instruments necessary to complete the sale.

6. COSTS PAID BY. Any costs or fees necessary to the Closing of this transaction shall be paid by SELLER and BUYER equally.

7. POSSESSION/PRORATION. SELLER shall deliver possession of all portions of PROPERTY to BUYER at Closing. Taxes and water assessments, if any, shall be prorated as of closing.

8. SELLER WARRANTIES. No warranties, agreements, or representations, express or implied, have been made or shall be binding upon either party unless set forth in this Agreement. Except as otherwise set forth in this Agreement, BUYER accepts the PROPERTY in an "AS IS" condition, and is purchasing the PROPERTY upon its own examination and judgment, and not by reason of any representation made by SELLER, or SELLER's agents, including but not limited to its condition, size, location, zoning status, covenants, conditions and restrictions, present value, future value, income, or production therefrom.

9. INSPECTION. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER's expense, within twenty (20) days of execution of this Agreement. SELLER agrees to make the PROPERTY available therefor at reasonable times. Should any of these inspections reveal the presence of possible presence of hazardous wastes or toxic substances (as defined by Federal or State health, safety, and water regulations or laws) which constitute a material hindrance to the construction or use of facilities on the PROPERTY, or the intended operation or use of the PROPERTY, then BUYER will promptly notify SELLER of the presence or possible presence of such hazardous wastes or toxic substances and provide SELLER with copies of the inspection results. SELLER shall have ten (10) days in which to respond to BUYER in writing. If SELLER determines not to cure or remediate such hazardous or toxic conditions or materials prior to closing, BUYER may terminate this Agreement.

10. TIME IS OF THE ESSENCE-EXTENSION OF CLOSING. Time is of the essence in this Agreement. However, in the event the transaction contemplated under the terms of this Agreement cannot be closed by the date provided herein for any reason set forth below, then, and in such event, BUYER and SELLER authorize the Closing Agent to extend the date for Closing one time only for a period of not to exceed ten (10) days. The Closing Agent may, in its sole discretion, extend the closing for the following or similar reasons: (1) Delay in preparation, delivery, inadvertent loss, or destruction by the parties, or their representatives Closing Agent, lawyers, title companies, insurers, of contracts or other documents required for Closing; (2) Unavailability, illness or scheduling conflict of BUYER, SELLER, or their representative(s), or Closing Agent on date set for Closing; (3) Extreme inclement weather or hazardous transport conditions. The Closing Agent shall, in the event of any such extension, promptly give notice to the parties at their addresses set forth herein.

11. RISK OF LOSS. Prior to execution of this Agreement, all risk of loss shall remain with SELLER. Thereafter, all risk of loss shall be to BUYER.

12. AMENDMENT. No amendment, alteration or modification of this Agreement shall be effective unless made in writing, duly executed by the parties hereto and in accordance with requirements of Idaho Code.

13. ASSIGNMENT. Neither party may assign this Agreement or any interest hereunder.

14. EXECUTION OF OTHER DOCUMENTS. The parties agree to execute any further and additional documents necessary to carry out the terms of this Agreement as long as such are consistent with Idaho Code.

15. SEVERABILITY. In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

16. DEFAULT. If SELLER executes this Agreement, and title to said PROPERTY is marketable and insurable and BUYER fails, neglects or refuses to comply with the terms or any conditions of sale set forth herein within five (5) days from the date on which said term or condition is to be complied with, then BUYER's interest in PROPERTY shall be terminated and any money paid by BUYER to SELLER at execution of this Agreement, pursuant to Paragraph 1.1, shall be forfeit to SELLER.

In the event of default under the terms and conditions of this Agreement (other than a legal challenge to this Agreement based upon a failure to followed requirements of Idaho Code), the defaulting party agrees to pay all fees and costs, including reasonable attorney's fees and costs incurred by the non-defaulting party.

17. GOVERNING LAW. This Agreement shall be governed by and interpreted under the laws of the State of Idaho.

18. BINDING EFFECT. This Agreement shall inure to and be binding upon the parties hereto and their heirs, personal representatives, successors and assignees.

19. ENTIRE AGREEMENT. This Agreement constitutes and contains the entire Agreement of the parties and supersedes and merges all other prior understandings or agreements between the parties with respect to the purchase and sale of the PROPERTY described above, if any, whether verbal or written.

20. EXECUTION IN COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

21. SURVIVAL OF TERMS, CONDITIONS, AND COVENANTS. The terms, conditions, and covenants contained in paragraphs 3 and 8 shall survive the recordation of the Warranty Deed referred to hereinbefore.

ATTEST:

CITY OF IDAHO FALLS

Kathy Hampton, City Clerk

By: _____
Rebecca L. Noah Casper, Mayor

BONNEVILLE COUNTY, IDAHO

By: Roger Christensen
Roger Christensen, Chair

By: Dave Radford
Dave Radford, Commissioner

By: Byron Reed
Byron Reed, Commissioner

STATE OF IDAHO)
) ss.
County of Bonneville)

On the _____ 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 he 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 State of Idaho
Residing at Idaho Falls, Idaho

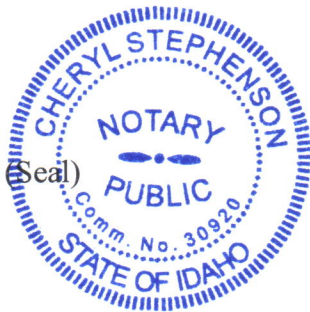
(Seal)

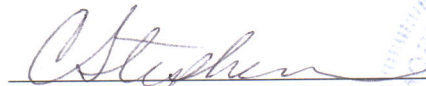
My Commission Expires: _____

STATE OF IDAHO)
) ss.
County of Bonneville)

On the 18th day of September 2019, before me, the undersigned, a notary public in and for said State, personally appeared Roger S. Christensen, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



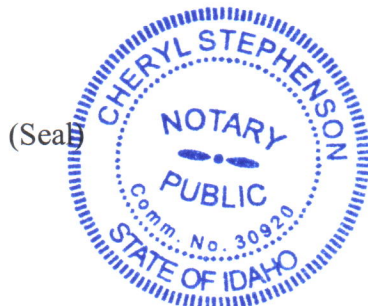



Notary Public for State of Idaho
Residing at Shelley, ID
My Commission Expires: 11/5/2022

STATE OF IDAHO)
) ss.
County of Bonneville)

On the 18th day of September 2019, before me, the undersigned, a notary public in and for said State, personally appeared Dave Radford, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



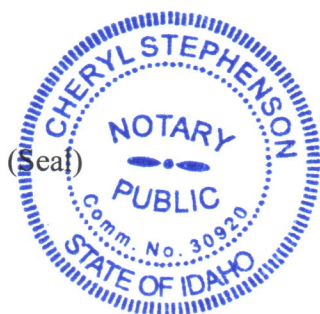



Notary Public for State of Idaho
Residing at Shelley, ID
My Commission Expires: 11/5/2022

STATE OF IDAHO)
) ss.
County of Bonneville)

On the 18th day of September 2019, before me, the undersigned, a notary public in and for said State, personally appeared Byron Reed, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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 for State of Idaho
Residing at Shelley, ID
My Commission Expires: 11/5/2022



