

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, it is best to contact Councilmembers by email or personally before the meeting. 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. 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 make an effort to accommodate your needs.

1. **Call to Order.**

2. **Pledge of Allegiance.**

3. **Public Comment.** *Members of the public are invited to address the City Council regarding matters that are not on the Agenda or already noticed for a public hearing. When you address the Council, please state your name and address for the record and please limit your remarks to three (3) minutes. The Mayor may exercise discretion to decide if and when to allow public comment on an agenda item that does not include a public hearing. If the Mayor determines your comments may be made later in the meeting, she will let you know when you may make your comments. Please note that matters currently pending before the Planning Commission or Board of Adjustment which may be the subject of a pending enforcement action, or which are relative to a City personnel matter are not suitable for public comment.*

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

A. Item from Community Development Services:

- 1) Receipt of Planning and Zoning Commission Actions, June 7, 2016, meeting.

B. Items from the City Clerk:

- 1) Approval of Treasurer's Report for the month of May, 2016.
- 2) Approval of Minutes from the May 23, 2016, Council Work Session and May 26, 2016, Council Meeting.
- 3) Approval of License Applications, including a Beer To Be Consumed On Premises license to Bear & Blue, all carrying the required approvals.

RECOMMENDED ACTION: To approve all items on the Consent Agenda according to the recommendations presented.

5. **Regular Agenda.**

A. Community Development Services

1) Request for waiver of electric line extension fees, Printcraft Press: For your consideration is a request for waiver of electric line extension fees for the project at 670 Colorado for Printcraft Press. The total fees were \$73,698.63. This request is made pursuant to City Code 8-5-31 which states, "Council reserves the right to waive or adjust fees (other than net metering fees) upon a finding of good cause to do so where such waiver or reduction supports redevelopment or the annexation of property contiguous with or surrounded by the City." This site is unique from previous requests due to a number of factors. The site is an infill site as it is not on the fringes of existing City limits and is surrounded by City and County development. Also, sewer and water facilities are either adjacent to the site or within a short distance. However, electric facilities were not as close to the site and lines and poles had to be extended. There were also no existing transformers on the site and the project requires more transformers than a more typical residential or commercial development. Based on these factors, and in consultation with Idaho Falls Power, staff recommends approval of a waiver for the labor portion of the line extension fees which total \$17,324.28.

RECOMMENDED ACTION: To approve the request for waiver for the labor portion of the electric line extension fees in the amount of \$17,324.28, for the project located at 670 Colorado, Printcraft Press (or take other action deemed appropriate).

2) Request for extension to record a final plat, Grandview Storage Units, Division No. 1: The applicant for the Grandview Storage Units, Division No. 1 Final Plat has requested a 180-day extension to record the plat. The owner is still resolving easement issues that must be taken care of prior to recording. The plat was approved by the City Council on March 10, 2016, and the 90-day deadline to record the plat was June 8, 2016. Staff recommends approval of an extension to record to plat to December 31, 2016.

RECOMMENDED ACTION: To approve the request for extension to record a final plat to December 31, 2016, for Grandview Storage Units, Division No. 1 (or take other action deemed appropriate).

B. Fire Department

1) Fire Protection and Equipment Purchase Agreement with Bonneville County Fire District 1: For your consideration is the 2016-2017 Fire Protection Joint Services Agreement with the Bonneville County Fire Protection District #1. This agreement reflects no change in personnel costs from last year and is based on the District supporting the costs of fifteen (15) members of the Fire Department at \$1,596,000. In addition to the Fire Protection Agreement, we have negotiated a separate Equipment Purchase Agreement for the District to pay for fifteen (15) sets of Personal Protective Equipment (PPE) at a cost of \$47,550. This purchase would happen immediately and provide replacement PPE for fifteen (15) of our members.

RECOMMENDED ACTION: To approve the 2016-2017 Fire Protection Joint Services Agreement and Equipment Purchase Agreement with Bonneville County Fire District #1, and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

C. Municipal Services

1) IF-16-22, Line Clearance Project: For your consideration is the bid tabulation for the fiscal year 2016-2017 Line Clearance Project. It is the recommendation of Municipal Services and Idaho Falls Power to accept and award the sole bid from Davey Tree Surgery Company to provide annual tree maintenance work as requested by Idaho Falls Power. The total recommended contract amount is not to exceed \$292,000 for a contract expiration date of September 20, 2017.

RECOMMENDED ACTION: To accept and award the sole bid from Davey Tree Surgery Company to provide annual tree maintenance in an amount not to exceed \$292,000, and give authorization for the Mayor and City Clerk to sign any necessary documents (or take other action deemed appropriate).

2) IF-16-24, Electric Inventory: For your consideration is the tabulation for the subject bid. It is the recommendation of Municipal Services and Idaho Falls Power to accept the lowest responsive, responsible bids from the vendors listed below to furnish electric inventory for a lump sum amount of \$96,272.83.

Anixter Power Solutions	\$17,444.50
General Pacific	\$1,539.00
Codale Electric Supply	\$11,607.77
WESCO Distribution Inc.	\$15,381.56
Northern Power Equipment	\$6,698.50
D & S Electric Supply	\$43,601.50
Lump Sum Total	\$96,272.83

RECOMMENDED ACTION: To accept the lowest responsive, responsible bids from the vendors listed above to furnish electric inventory for a lump sum amount of \$96,272.83, and give authorization for the Mayor and City Clerk to sign any necessary documents (or take other action deemed appropriate).

3) Bid IF-16-J, Sole Source Purchase for Ambulance Gurneys and Monitors: The Municipal Services and Fire Department requests the authorization to advertise the City's intent to make a sole source purchase following a 14-day period, as per I.C. § 67-2808, and then once the advertisement has been completed to issue purchase orders to:

Stryker for two (2) gurneys and the power load system	\$71,923.04
Physio Control for two (2) monitors	\$72,740.15

The above referenced equipment is standardized equipment that will be installed in the two (2) new ambulances approved for purchase on May 26, 2016, from Braun Northwest. To clarify, one ambulance is a replacement funded by the Municipal Equipment Replacement Fund and the other ambulance is an addition to the fleet to be funded by the ambulance fund. Both funding sources are from the 2015/16 Fire department budget.

RECOMMENDED ACTION: To advertise the City's intent to make a sole source purchase following a 14-day period, as per I.C. § 67-2808, and then once the advertisement has been completed to

issue purchase orders for ambulance gurneys in the amount of \$71,923.04, and monitors in the amount of \$72,740.15, and authorize the Mayor and City Clerk to sign any necessary documents (or take other action deemed appropriate).

D. Public Works

1) Bid Award - ADA Improvements on Northgate Mile and on Holmes Avenue Phase III: On June 14th, 2016, bids were received and opened for the ADA Improvements on Northgate Mile and on Holmes Avenue Phase III project. Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, CAP, LLC DBA Reinhart Concrete, in an amount of \$46,023.50 and, authorization for the Mayor and City Clerk to sign contract documents.

RECOMMENDED ACTION: To approve the plans and specifications for the ADA Improvements on Northgate Mile and on Holmes Avenue Phase III project, and award the lowest responsive, responsible bidder, CAP, LLC DBA Reinhart Concrete, an amount of \$46,023.50, and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

2) Bid Award – Thermoplastic Citywide - 2016: On June 14th, 2016, bids were received and opened for the Thermoplastic Citywide – 2016 project. Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Falls Striping, LCC, in an amount of \$79,535.52 and, authorization for the Mayor and City Clerk to sign contract documents.

RECOMMENDED ACTION: To approve the plans and specifications for Thermoplastic Citywide – 2016 project, and award the lowest responsive, responsible bidder, Falls Striping, LCC, an amount of \$79,535.52, and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

3) Bid Award – Eastside Greenbelt Pathway E Street to Vissing Circle: On June 14th, 2016, bids were received and opened for the Eastside Greenbelt Pathway E Street to Vissing Circle project. Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Thompson Paving Inc., in an amount of \$558,341.85 and, authorization for the Mayor and City Clerk to sign contract documents.

RECOMMENDED ACTION: To approve the plans and specifications for Eastside Greenbelt Pathway E Street to Vissing Circle project, and award the lowest responsive, responsible bidder, Thompson Paving Inc., an amount of \$558,341.85, and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

4) Bid Award – Minor Street Overlays - 2016: On June 14th, 2016, bids were received and opened for the Minor Street Overlays - 2016 project. Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, DePatco, Inc., in an amount of \$197,537.10 and, authorization for the Mayor and City Clerk to sign contract documents.

RECOMMENDED ACTION: To approve the plans and specifications for Minor Street Overlays - 2016 project, and award the lowest responsive, responsible bidder, DePatco, Inc., in an amount of \$197,537.10, and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

5) Right-of-Way and Easement Vacation – Lot 5, Block 1 of the Westridge Commercial Plaza, First Amended: As earlier authorized, the City Attorney has prepared the documents to vacate the access right-of-way and easement at Lot 5, Block 1 of the Westridge Commercial Plaza, First Amended. Public Works recommends approval of this vacation; and, authorization for the Mayor and City Clerk to sign the necessary documents.

RECOMMENDED ACTION: To approve the Ordinance vacating the access right-of-way and easement at Lot 5, Block 1 of the Westridge Commercial Plaza, First Amended, under the suspension of the rules requiring three complete and separate readings and 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).

6) Professional Services Agreements – Sanitary Sewer and Water Connection Fee Update: For your consideration are two (2) Professional Services Agreements with Galardi Rothstein Group, with respect to the Sanitary Sewer Connection Fee Update and the Water Connection Fee Update. Under the agreement, Galardi Rothstein Group will analyze the current connection fee structure and make recommendations for a projected fee schedule to accommodate capacity and growth needs. These agreements for services include a not to exceed amount of \$13,675.00 for Sanitary Sewer and \$21,550.00 for Water. Both agreements have been reviewed by the City Attorney.

RECOMMENDED ACTION: To approve the Professional Services Agreements with Galardi Rothstein Group for a not to exceed amount of \$13,675.00 for Sanitary Sewer and \$21,550.00 for Water, and give authorization for the Mayor and City Clerk to sign the necessary documents.

7) Professional Services Agreement – Sanitary Sewer Rate Study: For your consideration is a Professional Services Agreement with Galardi Rothstein Group, with respect to the Sanitary Sewer Rate Study. Under the agreement, Galardi Rothstein Group will analyze the current Sanitary Sewer funding plan and create a rate model to meet city objectives. This agreement for services includes a not to exceed amount of \$24,640.00 and has been reviewed by the City Attorney.

RECOMMENDED ACTION: To approve the Professional Services Agreements with Galardi Rothstein Group for a not to exceed amount of \$24,640.00 for Sanitary Sewer Rate Study, and give authorization for the Mayor and City Clerk to sign the necessary documents.

E. Police Department

1) Leave of Absence Without Pay: An employee with the City of Idaho Falls Police Department, Annake Scholes, has provided a waiver allowing for a discussion and disclosure of information related to her employment and health necessary to make a determination about her request for a leave of absence without pay. This individual has been employed with the City of Idaho Falls since January, 2016. She is not eligible for Family Medical Leave, which requires employment with the City for one year. Ms. Scholes intends to take up to 12 weeks off for delivery and care of her

newborn child. She began her absence on June 6, 2016, at the direction of her physician. She currently has paid benefits that would last until approximately June 23, 2016.

RECOMMENDED ACTION: In accordance with City Policy XXIV, to approve Leave Without Pay for Annake Scholes through August 29, 2016, and that her eligibility for benefits remain whole during her absence (or take other action deemed appropriate).

F. Parks and Recreation

1) Right of Way Grant: For your consideration is a Right-of-Way Grant with the Bureau of Land Management (BLM) for the proposed right-of-way, Serial Number IDI-38145, for facilities on public land associated with Idaho Falls Raceway at Noise Park and an access road. The City of Idaho Falls entered into an agreement in 1967 with the Idaho Army National Guard for the described right-of-way. Recently, it was discovered that the BLM was the land owner, not the Idaho Army National Guard. There are no fees associated with this right-of-way. This proposed grant would expire in 2046. This agreement has been reviewed and approved by the City attorney.

RECOMMENDED ACTION: To approve the Right-of-Way Grant with the Bureau of Land Management for facilities associated with Idaho Falls Raceway at Noise Park and access road and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

G. Idaho Falls Airport

1) Work Orders 16-03, 16-04 and 16-05 with T-0 Engineers FAA AIP Project No. 3-16-0018-041-2016 Design Services for Land Acquisition, TWY A Rehabilitation and N. Terminal Expansion Projects: For your consideration are Work Orders 16-03, 16-04 and 16-05 under the approved Master Professional Services Agreement between the City of Idaho Falls and T-0 Engineers, Inc. for the following 2016 Federal Aviation Administration (FAA) Airport Improvement Program (AIP) 41 Grant design projects:

- 16-03: Land Acquisition Services for Runway 2/20 Protection Zones. Cost \$158,480.00
- 16-04: Design of Rehabilitation of Taxiway A, C and Connecting Taxiways. Cost \$504,140.00
- 16-05: Design Concept and Budget Report for N. Terminal Expansion. Cost \$111,296.00

These projects have been approved to be funded through the FAA AIP 41 Grant at 93.75% with the remaining costs covered under Airport budgeted funds. The City Attorney has reviewed said work orders.

RECOMMENDED ACTION: To approve the Master Professional Services Agreement with T-0 Engineers, Inc. for the 2016 FAA AIP 41 Grant design projects and give authorization for the Mayor and City Clerk to sign any necessary documents (or take other action deemed appropriate).

6. Motion to Adjourn.

CONSENT AGENDA:



BGC-068-16

MEMO

To: Honorable Mayor and City Council
From: Brad Cramer, Director
Date: June 9, 2016
Subject: June 7, 2016, Planning Commission Action

Planning Commission took the following action during the June 7, 2016, meeting.

1. **ANNX16-007 Annexation with Initial Zoning of HC-1: M&B: 55.416 Acres, Sections 26, 27, 34, and 35, T 2N, R 37E.** Recommended approval, as presented.
2. **CUP16-002 Conditional Use Permit: Lots 35-48, Block 45, Crows.** Approved as presented.
3. **PUD16-004 Planned Unit Development: Saturn Park Townhomes.** Recommended approval, as presented.
4. **PLAT16-016 Final Plat: Saturn Park Townhomes, Division No. 1.** Recommended approval as presented.
5. **PLAT 16-014 Final Plat: Snake River Landing, Division No. 11.** Recommended approval as presented.

RECOMMENDED COUNCIL ACTION: To receive recommendation(s) from the Planning and Zoning Commission pursuant to the Local Land Use Planning Act (LLUPA).

BGC/dp *BC*

cc: File

MAY 2016

Dear Mayor and City Council Members.

Attached please find the City of Idaho Falls, Idaho, Monthly Treasurer's Report for the above referenced month, as required by Idaho Code Section 50-208.

This Report was filed in the City Clerk's office on or before the (10th) day from the end of the month of the Report.

OATH

I, Kenneth McOmber, the City of Idaho Falls Treasurer, do hereby affirm that this City of Idaho Falls, Idaho, Monthly Treasurer's Report is true and accurate to the best of my knowledge and that it shows the state of the City treasury as of the date of this Report and the balance of money in the City treasury, all as required by Idaho Code Section 50-208.


Kenneth McOmber

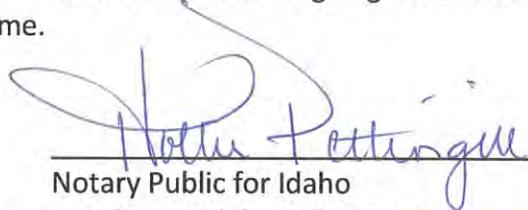
6-9-16
Date Signed

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 9th day of June, 2016, before me, the undersigned, a Notary Public for Idaho, personally appeared KENNETH MCOMBER known to me to be the Treasurer of the City of Idaho Falls, the municipal corporation that executed the foregoing document and acknowledged to that such city executed the same.




Notary Public for Idaho
Residing at Idaho Falls, Idaho
My commission expires: 3-26-2021

May 2016 Treasurer's Report.xls

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT											
KENNETH MCOMBER TREASURER											
MAY, 2016											
FUND	BEGINNING CASH	BEGINNING BALANCE	TOTAL RECEIPTS	MATURED INVESTMTS	JOURNAL DEBIT	TOTAL EXPENSES	NEW INVESTS	JOURNAL CREDITS	CASH ON HAND	INVESTED FUNDS	ENDING BALANCE
GENERAL	131,770.64	15,136,770.64	1,968,490.58	3,000,000.00	1,379,641.80	3,656,813.34	1,000,000.00	380,268.79	1,442,820.89	13,005,000.00	14,447,820.89
HEALTH & ACCIDENT INSUR.	1,487,573.43	2,472,573.43	-	-	-	-	-	-	1,487,573.43	985,000.00	2,472,573.43
STREET	(1,849,611.80)	(1,849,611.80)	1,022,839.69	-	-	265,976.02	-	56,372.67	(1,149,120.80)	-	(1,149,120.80)
RECREATION	122,431.73	122,431.73	151,690.59	-	-	115,362.15	-	12,374.08	146,386.09	-	146,386.09
LIBRARY	39,920.43	1,439,920.43	46,622.92	500,000.00	-	196,695.40	200,000.00	10,601.82	179,246.13	1,100,000.00	1,279,246.13
AIRPORT PFC FUND	54,831.55	54,831.55	35,449.87	-	-	-	-	54,831.55	35,449.87	-	35,449.87
MUNICIPAL EQUIP. REPLCMT.	251,072.56	15,442,403.80	7,523.56	3,073,088.13	337,820.00	283,058.98	2,324,276.99	-	1,062,168.28	14,442,520.10	15,504,688.38
EL. LT. WEATHERIZATION FD	328,384.51	2,228,384.51	79,905.75	500,000.00	-	66,353.79	600,000.00	-	241,936.47	2,000,000.00	2,241,936.47
BUSINESS IMPRV. DISTRICT	85,037.29	85,037.29	448.00	-	-	12,500.00	-	-	72,985.29	-	72,985.29
IFP RATE STABILIZATION FD	320,152.92	19,348,843.15	1,025,142.91	5,745,000.00	150,000.00	-	7,200,000.00	-	40,295.83	18,283,690.23	18,323,986.06
IFP CAPITAL IMPROVEMENT	400,000.00	15,214,728.64	-	-	-	-	-	150,000.00	250,000.00	16,014,728.64	16,264,728.64
GOLF	(353,758.49)	(353,758.49)	301,021.66	-	-	197,886.33	-	59,861.34	(310,484.50)	-	(310,484.50)
GOLF CAPITAL IMPROVEMENT	163,193.30	163,193.30	-	-	12,835.46	-	-	-	176,028.76	-	176,028.76
SELF-INSURANCE FD.	306,765.05	2,106,765.05	2,120.04	1,000,000.00	-	93,066.35	1,000,000.00	-	215,818.74	1,800,000.00	2,015,818.74
SANITARY SEWER CAP IMP.	403,654.23	1,103,654.23	33,199.02	500,000.00	-	-	600,000.00	-	336,853.25	800,000.00	1,136,853.25
MUNICIPAL CAPITAL IMP.	434,419.61	834,419.61	7,018.45	-	-	-	200,000.00	-	241,438.06	600,000.00	841,438.06
STREET CAPITAL IMPRV.	240,158.03	240,158.03	-	-	-	10,000.00	-	-	230,158.03	-	230,158.03
BRIDGE & ARTERIAL STREET	200,239.00	200,239.00	37,774.86	-	-	-	-	-	238,013.86	-	238,013.86
WATER CAPITAL IMPR.	489,682.47	2,289,682.47	128,296.03	500,000.00	-	-	900,000.00	-	217,978.50	2,200,000.00	2,417,978.50
SURFACE DRAINAGE	82,629.08	82,629.08	5,927.03	-	-	-	-	-	88,556.11	-	88,556.11
TRAFFIC LIGHT CAPITAL IMPRV	461,446.48	1,261,446.48	-	-	29,613.33	1,964.36	200,000.00	-	289,095.45	1,000,000.00	1,289,095.45
PARKS CAPITAL IMPROVEMENT	73,737.97	73,737.97	12,257.00	-	-	-	-	-	85,994.97	-	85,994.97
AIRPORT	511,391.32	3,411,391.32	265,592.94	500,000.00	-	175,265.81	500,000.00	32,341.76	569,376.69	2,900,000.00	3,469,376.69
WATER & SEWER	538,096.70	28,512,096.70	1,648,370.23	2,900,000.00	-	643,811.88	3,100,000.00	321,614.48	1,021,040.57	28,174,000.00	29,195,040.57
W & S EQUIPMENT REPLACE	409,108.93	1,004,108.93	-	-	-	-	-	-	409,108.93	595,000.00	1,004,108.93
W & S SANITARY INTERCPT	238,061.30	738,061.30	-	-	-	-	-	-	238,061.30	500,000.00	738,061.30
SANITATION	475,010.94	1,175,010.94	338,418.44	-	-	153,042.48	-	118,935.48	541,451.42	700,000.00	1,241,451.42
AMBULANCE	135,961.50	135,961.50	854,417.26	-	-	363,715.48	-	97,326.22	529,337.06	-	529,337.06
ELECTRIC LIGHT	2,323,457.81	9,468,900.84	4,070,898.03	1,412,568.03	-	4,253,023.47	1,706,568.03	615,382.40	1,231,949.97	7,439,443.03	8,671,393.00
PAYROLL FUND	68,337.21	68,337.21	4,604,920.18	-	-	4,615,066.52	-	-	58,190.87	-	58,190.87
CLAIMS FUND	-	-	2,566,408.34	-	-	2,566,408.34	-	-	-	-	-
TOTAL ALL FUNDS	8,573,155.70	122,212,348.84	19,214,753.38	19,630,656.16	1,909,910.59	17,670,010.70	19,530,845.02	1,909,910.59	10,217,709.52	112,539,382.00	122,757,091.52

May 2016 Treasurer's Report.xls

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT
 CASH AND INVESTMENT REPORT
 May-16

DISTRIBUTION OF CASH CASH AND TRUST ACCOUNTS		INVESTMENTS					
INSTITUTION	AMOUNT	INVESTMENT TYPE	TIME TO MATURITY				TOTAL
			1-30 DAYS	31-90 DAYS	91-180 DAYS	OVER 180 DAYS	
BPA Loan Imprest (BICLI)	\$113,170.37	Certificate of Deposit	\$490,000.00	2,325,000.00	3,225,000.00	7,770,000.00	\$13,810,000.00
El. Lt. Imprest (BIELI)	\$110,910.76						
Refund Acct. (BIRFD)	\$109,289.21	U.S. Securities	\$5,000,000.00	\$348,000.00	\$0.00	\$3,000,000.00	\$8,348,000.00
Wells Fargo Bank	\$3,439,491.07						
Petty Cash	\$14,740.00	Commercial Paper	13,968,360.00	26,325,307.89	7,984,233.33	\$0.00	\$48,277,901.22
US Bank (US)	\$5,314,373.82						
US Bank Payroll (USPAY)	\$18,415.70	Corporate Bonds	\$500,000.00	6,078,000.00	1,511,000.00	34,014,480.78	\$42,103,480.78
Wells Fargo Bank (WELLS)	\$1,089,650.50						
Key Bank	\$7,668.09						
		TOTAL	\$19,958,360.00	\$35,076,307.89	\$12,720,233.33	\$44,784,480.78	\$112,539,382.00
TOTAL	\$10,217,709.52						

MAY 23, 2016

The City Council of the City of Idaho Falls met in Special Council Meeting (Council Work Session), Monday, May 23, 2016, at the City Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 2:00 p.m.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Barbara Ehardt
Councilmember Ed Marohn
Councilmember Thomas Hally
Councilmember John B. Radford
Councilmember David M. Smith
Councilmember Michelle Ziel-Dingman

Also present:

Kerry McCullough, Public Information Officer
Brad Cramer, Community Development Services Director
Krisi Staten, Idaho Falls Downtown Development (IFDDC) Executive Director
Chris Fredericksen, Public Works Director
David Richards, Water Superintendent
Jackie Flowers, Idaho Falls Power Director
Mark Reed, Generation and Operations Superintendent
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 2:00 p.m. with the following:

Mayor's Report and Action Items:

No items at this time.

Other Announcements and Calendar Items:

May 23, Bike ride to celebrate National Bike Month
May 24, City Governance Team Welcome Reception for Fluor Idaho
May 28-30, Field of Honor Memorial events, Council roles on May 30
May 31, Community Appreciation Reception for outgoing Idaho Clean-up Contractors
May 31, Grand opening of Smithsonian Institute's Museum on Main Street Exhibit: Water/Ways at the Idaho Falls Public Library
July 4 Parade, City entries will be grouped together, Mayor and Councilmembers will be collecting items for the Idaho Falls Food Bank

City Council Reports:

Councilmember Hally indicated a proposal has been received for the Kelsch property (the old Saving Center property). He reminded the Councilmembers of the Association of Idaho Cities (AIC) conference in June, and Utah Associated Municipal Power Systems (UAMPS) conference in August.
Councilmember Radford stated the Department of Transportation recently performed their annual review/audit of Targhee Regional Public Transportation Authority (TRPTA). There were approximately 35 findings, with lack of administrators considered a critical finding.
Councilmember Dingman stated Coffee with a Cop was recently held, despite the unfavorable weather. The Police Department's Fraternal Order of Police (FOP) recently awarded approximately \$5000.00 in local scholarships.
Councilmember Ehardt had no items.

MAY 23, 2016

Councilmember Smith stated he will be attending meetings in the near future in Washington, DC, to lobby the lawmakers on behalf of the American Public Power Association (APPA).

Councilmember Marohn indicated the Idaho Falls Redevelopment Agency board will proceed with discussion regarding the Kelsch property expansion. He briefly reviewed the Field of Honors schedule for the elected officials.

Community Development Services presented the following item:

IFDDC Business Improvement District (BID) Update and Outline of Program:

Director Cramer indicated the current agreement with the IFDDC requires a yearly report for current expenditures as well as anticipated revenues and expenditures. He then turned the time to Ms. Staten. Ms. Staten stated due to lower expenses and additional event sponsors the IFDDC budget is doing okay. She indicated the mission of the IFDDC is to promote, beautify, and revitalize the downtown area. She reviewed beautification projects including clean-up and community art, family and adult events, and marketing/advertising, including the collaboration with hotels/motels for promotion of local restaurants and cultural links. Ms. Staten indicated the IFDDC goal is to work in conjunction with the City and align with City goals for the downtown area. Brief discussion followed. Director Cramer stated the purpose of the BID is to allow a percentage of business property owners' taxes to be allocated to the IFDDC to manage downtown projects.

Public Works presented the following item:

Water and Wastewater Billing Changes:

Director Fredericksen stated although it can be difficult to allocate appropriate costs to users without a meter system, the intent is for customers to recognize their use of water. He indicated the implementation of the new software system, Cayenta, will allow continuation of non-metering as well as the proposed system outlined in the Water Facility Plan (WFP) which can also monitor revenues versus expenditures. It is anticipated \$8.4 million will be received in revenues. There is a proposed 5% water fee increase to be effective October 1, 2016.

Director Fredericksen stated points to consider with this presentation-

- This presentation only considers existing, non-metered customers.
- Figures are current year values and do not include 5% rate increase recommended in WFP.
- All new commercial construction is currently required to install water meters.
- WFP dedicated \$250,000 per year to install water meters, converting the largest non-metered, non-residential customers to a metered billing.
- Not all commercial billing classifications are represented in this presentation. These classifications are either currently, or will soon be, completely metered (car washes, halls, laundry facilities, grocery stores, etc.).
- Some values presented are averages; Wastewater rates are preliminary.

Proposed changes, with general discussion throughout, are as follows:

Account Type	Existing Rate Structure	Recommended Rate Structure
Non-metered Residential Domestic	\$25.20 flat rate per dwelling or unit billed monthly	\$17.70 flat rate per dwelling or unit billed monthly
Non-metered Residential Irrigation	\$20.95 flat rate per dwelling or unit billed annually	\$9.50 flat rate per dwelling or unit billed monthly
Metered Water	Minimum monthly charged based on meter size plus \$0.66 per 1,000 gallons in excess of 12,000 gallons	Minimum monthly charge based on meter size plus \$0.66 per every 1,000 gallons
Department of Environmental Quality (DEQ) fee	\$3.00 flat rate per dwelling, unit, or business billed annually	\$0.25 flat rate per dwelling, unit, or business billed monthly

MAY 23, 2016

Average residential examples include:

	Water Rates		Wastewater Rates	
	Current	Proposed	Current	Proposed
Single Family Detached				
Monthly Total	\$25.20	\$27.45	\$21.66	\$21.81
Annual Total	\$326.35	\$329.40	\$259.92	\$261.72
Duplexes				
Monthly Total	\$25.20	\$22.70	\$21.66	\$21.81
Annual Total	\$326.35	\$272.40	\$259.92	\$261.72
Four-plex or Apartment				
Monthly Total	\$18.94	\$16.85	\$16.27	\$16.42
Annual Total	\$251.23	\$202.20	\$195.24	\$197.04

Director Fredericksen stated approximately 90% of water users are Residential customers.

Director Fredericksen reviewed commercial businesses by categories indicating amount of water use. He indicated large-landscape commercial properties generally use a higher amount of water with the City, churches, and school district being the largest irrigation consumers.

Average commercial examples include:

	Water Rates		Wastewater Rates	
	Current	Proposed	Current	Proposed
Four-plex & Apartment				
Monthly Total	\$473.50	\$394.55	\$325.40	\$329.15
Annual Total	\$5,874.11	\$4,734.60	\$3,904.80	\$3,949.80
Auto Repair or Shop				
Monthly Total	\$26.05	\$26.35	\$21.66	\$21.81
Annual Total	\$315.60	\$316.20	\$259.92	\$261.72
Bar				
Monthly Total	\$25.20	\$26.50	\$21.66	\$21.81
Annual Total	\$305.40	\$318.00	\$259.92	\$261.72
Church				
Monthly Total	\$28.86	\$79.45	\$21.66	\$21.81
Annual Total	\$466.43	\$953.40	\$259.92	\$261.72
Office Space				
Monthly Total	\$30.20	\$28.60	\$25.96	\$21.81
Annual Total	\$482.51	\$343.20	\$311.52	\$261.72
Retail Sales				
Monthly Total	\$30.20	\$26.95	\$25.96	\$21.81
Annual Total	\$365.40	\$323.40	\$311.52	\$261.72
Salon or Parlor				
Monthly Total	\$29.89	\$27.10	\$24.22	\$21.81
Annual Total	\$361.68	\$325.20	\$290.64	\$261.72
Warehouse				
Monthly Total	\$25.20	\$27.85	\$21.66	\$21.81
Annual Total	\$305.40	\$334.20	\$259.92	\$261.72
Auto Sales or Auto Body				
Monthly Total	\$25.20	\$35.95	\$21.66	\$35.06
Annual Total	\$422.51	\$431.40	\$259.92	\$420.72
Big Box Store				
Monthly Total	\$264.25	\$31.75	\$227.15	\$35.06
Annual Total	\$3,174.00	\$381.00	\$2,725.80	\$420.72

MAY 23, 2016

Convenience Store				
Monthly Total	\$34.35	\$35.20	\$27.39	\$35.06
Annual Total	\$532.31	\$422.40	\$328.68	\$420.72
Day Care				
Monthly Total	\$36.89	\$36.10	\$31.50	\$35.06
Annual Total	\$562.79	\$433.20	\$378.00	\$420.72
Fast Food				
Monthly Total	\$66.96	\$34.75	\$57.56	\$35.06
Annual Total	\$806.52	\$417.00	\$690.72	\$420.72
Medical Office				
Monthly Total	\$37.75	\$38.05	\$32.45	\$35.06
Annual Total	\$573.11	\$456.60	\$389.40	\$420.72
Restaurant/Bakery				
Monthly Total	\$66.96	\$87.45	\$57.56	\$92.47
Annual Total	\$923.63	\$1,049.40	\$690.72	\$1,109.64
Small Hotel or Assisted Living				
Monthly Total	\$128.32	\$132.25	\$110.72	\$132.15
Annual Total	\$1,659.95	\$1,587.00	\$1,328.64	\$1,585.80
Large Hotel or Assisted Living				
Monthly Total	\$425.06	\$240.75	\$650.48	\$221.81
Annual Total	\$9,166.67	\$2,889.00	\$7,805.76	\$2,661.72

Director Fredericksen stated meters are anticipated to be installed on the higher education facilities in the near future. He indicated with the above proposed rate changes, revenues will be reduced by approximately \$250,000.00, inclusive of the higher education facility changes, estimated at \$125,000.00. He stated the next steps would be as follows:

- With Council approval, implement proposed billing structure through FY2016-17 budgeting process with new rates effective October 1, 2016
- Public notification and education to businesses that have dramatic rate impacts
- Negative responses to new rates could opt to install a water meter
 - City could donate materials (meter and pit) and have owner/tenant pay for installation
- Modify existing ordinance and fee resolution to address water and wastewater billing recommendations
- Continue required installation of water meters on all new commercial development
- Install \$250,000 worth of new meters annually as approved in WFP
 - Goal: School District 91, Eastern Idaho Technical College (EITC), Idaho State University (ISU), and hotels to be metered this year
 - All existing car washes and laundry facilities are currently metered
- Most impacted customers:
 - Negatively: Those with large landscaped areas (schools, churches, Home Owners Associations (HOA's); restaurants
 - Positively: Four-plexes and apartments; large office and retail spaces; big box stores; large hotels; fast food

General discussion followed. It was determined water rates should reflect the appropriate usage. Mr. Richards stated all expenses for the cost of service is currently included in the water rates. Director Fredericksen prefers water conservation be recognized by all consumers. After brief discussion, it was decided to proceed with the proposed water billing rate structure to be effective October 1, 2016.

Idaho Falls Power (IFP) presented the following item:

Fiber Presentation and Discussion:

Mayor Casper stated the Circa Network, the City's fiber optic utility, is operated and managed by Idaho Falls Power. She indicated the City of Idaho Falls has been involved in the fiber business for approximately 14 years and the time has come regarding decisions to move forward with the next steps for the benefit of the community.

Director Flowers introduced Mr. Reed, Doug Dawson, President of CCG Consulting, and Mark Mrla, Business Unit Manager with Finley Engineering. She also recognized those service providers in attendance, and stated the service providers are the reason behind the success of the dark fiber network. Director Flowers briefly reviewed the history of Circa Network beginning in 1999 with a joint City/County project. She refers to the fiber network as the utility central nervous system, stating IFP could not function without the fiber network as it is a critical element for managing and maintaining the system.

Director Flowers presented the following information with general discussion throughout:

Original Objectives:

- Preserve Right of Way (ROW)
- Reduce demand for pole space
- Cost savings to the City (a significant factor)
- Value added "service"
- Economic Development tool (connectivity between businesses)
- More/better broadband service potential in an emerging global economy
- Foster competition among providers

Current Fiber Network:

Service limited to Idaho Falls City limits

- ~ 30 miles of backbone fiber
- ~ 140 miles of distribution fiber
- ~ 16 miles of traffic fiber

Redundant ring configuration - 96 strand backbone, 96 percent overhead

Nearly 100 city facilities connected

Public Private Partnership:

The City of Idaho Falls has enjoyed a successful public/private partnership in our fiber optic network for more than a decade:

- Now Eight Service Providers
- Eleven Private Businesses connecting multiple locations
- Nearly 400 business locations are connected to the fiber optic network
- Enterprise fund – users pay for network and operational costs

Planning for the Future:

- 2015 issued Request for Qualifications to
 - Consider future of existing dark fiber network
 - Identify potential alternatives for extending high speed broadband connectivity to the home
- Finley Engineering Company/CCG Consulting were selected
- Contract negotiated for \$56,904
- Draft report issued
- High level review of options today

The Team:

- Finley Engineering Company/CCG Consulting
 - Together nearly 50 years' experience in telcom/broadband industry
 - Past 6 years, Broadband Properties Magazine named Finley in its Top 100 Broadband Companies in America

MAY 23, 2016

- CCG has been named by Broadband Communities Magazine for the last two years as a Fiber-To-The-Home Top 100 list of leaders and innovators

Director Flowers then turned the presentation to Mr. Dawson and Mr. Mrla for the following presentation with general discussion throughout:

Broadband in the City Today-

- Two primary residential broadband providers today – CableOne and CenturyLink, numerous business providers
- Speed Test Results – approximately 400 responses were received
 - Only a few customers (approximately 2/3) get the speeds they are paying for

Why Broadband Matters-

- Home Broadband Usage is Doubling every 3 Years
 - This is exponential growth – not straight line growth
- Economic Benefits
 - Higher Property Values
 - Education
 - Working at Home/Telecommuting
 - Economic Development

Business Plans We Considered-

- Build Fiber Everywhere in the City
 - If the City was the ISP (Internet Service Provider)
 - If a new ISP comes to the market
 - If an existing ISP comes to the market
 - Partnering between City and ISPs
 - Open Access
 - Cherry Picking
 - Numerous funding scenarios
 - Breakeven Analysis
 - Sensitivity Analysis

Potential Customers-

- Single Family Residential 17,272
- Apartments / Condos 6,228
- Standalone Businesses 3,700
- Businesses in MTUs 500
- Large Business 460
- Total 28,160

Network Design-

- 220 miles of existing underground electric plant and 230 miles of aerial electric plant. We used 450 miles of fiber needed for network.
- Used Sampling Technique to Estimate Costs
 - Sampled 3 neighborhoods that contained different mixes of aerial and underground fiber
- Network foundation is a fiber ring with 7 building sites
- Priced as a PON (Passive Optical Network) Fiber Network from buildings to each subscriber

Asset Costs – Partner with existing ISP (including a 10% contingency, based on approximately 40% of the population using some form of fiber)

	Existing ISP	New ISP
Fiber	\$46.5 M	\$46.5 M
Fiber Electronics	\$5.2 M	\$5.2 M
Settop Boxes	\$2.7 M	\$2.7 M
Triple Play Headend	\$0.0 M	\$2.2 M

MAY 23, 2016

Huts and electronics	\$1.4 M	\$1.7 M
Operational Assets	\$0.8 M	\$0.9 M
Spares	\$0.4 M	\$0.4 M
Software	\$0.6 M	\$1.5 M
Total	\$57.6 M	\$61.1 M

Products Offered-

- High-speed data from 50 Mbps to 1 Gbps speeds
- Cable TV at market prices
- Basic telephone lines
- Anticipates future products like security, home automation, medical monitoring, etc.
- Both cable TV and telephone anticipated to lose penetration over time

Breakeven Penetration Required-

- City as ISP, G.O Bonds 29%
- City as ISP, Revenue Bonds 35%
- New ISP 40% (40% not uncommon)
- Existing ISP 40%
- Public Private Partnership 40%
- Open Access N/A

Sensitivity Analysis-

- All models very sensitive to price.
- All models sensitive to loan-term. The longer the financing term, the easier it is to make work.
- Models sensitive to interest rates, but more importantly are very sensitive to early-year cash flows needed to make debt payments.
- Commercial models all perform much better with some financing from the City.

Financial Findings-

- There are financial scenarios that look to be realistically financeable, but ISP financing is always hard.
- Early year cash flows are definitely an issue.
- Existing ISPs have more of a chance to get financed than new ISPs.
- Understanding customer demand is key before investing in broadband.
- Some funding from the City can make a big difference in getting financing.
- Open access does not look feasible.
- A cherry picking ISP can make a high return by only building the most lucrative neighborhoods in the City.
- There are always risks – technological risks, competitive risks, economic risks.

Next Steps-

- Consider a residential market survey
- Define the City's goals
- Potentially put in roadblocks to cherry pickers (possibly by Resolution)
- Define how the City is willing to help a partner ISP
- Review City processes that apply to fiber construction (expedite ROW)
- Talk to the incumbents one more time
- What are your alternatives if you don't find a partner? Solution should be able to pay for itself.

Engage the Community!

- Strategic focusing
- Survey citizens
- Fiber Focus Group of interested citizens
- Involve providers
- Deeper review of the options
 - Finance and legal considerations

MAY 23, 2016

- Hold meetings this fall
 - Neighborhood (present pro's and con's, risks and strengths)
 - Community Events – IFP Open House

General discussion followed including financial possibilities, the fiber infrastructure, and lobby groups for State legislature. It was decided the report will be moved from 'draft' version to 'final' report.

There being no further business, it was moved by Councilmember Marohn, seconded by Councilmember Hally, to adjourn at 4:52 p.m. which motion passed followed a unanimous vote.

CITY CLERK

MAYOR

MAY 26, 2016

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, May 26, 2016, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Michelle Ziel-Dingman
Councilmember John B. Radford
Councilmember Ed Marohn
Councilmember David M. Smith
Councilmember Thomas Hally
Councilmember Barbara Ehardt

Also present:

Randy Fife, City Attorney
Hollie Pettingill, Deputy City Clerk
All available Department Directors

Mayor Casper invited River Reed, a preschooler from St. Anthony and son of Officer Blaine Reed, accompanied by Kaytlyn Dummer, to come forward and lead those present in the Pledge of Allegiance.

Mayor Casper requested any public comment not related to items on the agenda. No one appeared.

Presentation:

Mayor Casper invited Police Chief, Mark McBride, for presentation of Life Saving Award. Chief McBride introduced Officer Blaine Reed and stated although Officer Reed has only been with the department for a few months, he is a hard worker with a great attitude. On March 28, 2016, Officer Reed responded to a heroin overdose call on the 2100 block of E 1st Street. When Officer Reed arrived he found a 25-year old male lying on the floor unconscious, unresponsive and cyanotic. Officer Reed quickly started CPR and after approximately 30 seconds, Officer Ockerman, who also responded, was able to detect a pulse. Treatment was turned over to paramedics who transported the patient to the hospital. The patient is now in a drug treatment program. In addition, Officer Reed was able to locate the associates and make appropriate arrests. Officer Reed's immediate actions saved the patient's life; also his follow up actions have contributed to helping the patient make changes that could save his life. Officer Reed's selfless actions and professionalism brings great credit to himself and the Idaho Falls Police Department and is in keeping with the highest traditions of Law Enforcement. A standing ovation followed. Officer Reed expressed his appreciation for the award recognition as well as the opportunity to work for the Idaho Falls Police Department and his fellow officers.

Consent Agenda Items:

The Mayor's Office requested Appointments/Reappointments to City Boards, Committees and Commissions as follows:

<i>Name</i>	<i>Committee</i>	<i>Sponsoring Dept.</i>	<i>Term Expires</i>	<i>Status</i>
Carrie Scheid	Civic Auditorium	Municipal Services	12/31/2018	New Appt.
Arthur Kull	Civic Auditorium	Municipal Services	12/31/2018	New Appt.
Bonnee Taggart	Civic Auditorium	Municipal Services	12/31/2018	New Appt.
Anne Staton Voilleque	Civic Auditorium	Municipal Services	12/31/2018	New Appt.
Deidre Warden	Civic Auditorium	Municipal Services	12/31/2018	New Appt.

MAY 26, 2016

The City Clerk requested approval of minutes from the May 9, 2016, Council Work Session, and May 9, 2016, Executive Session.

The City Clerk requested approval of license applications, all carrying the required approvals.

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

Regular Agenda Items:

The Municipal Services Department submitted the following items for Council consideration:

Subject: IF-16-22, City Website Implementation

For your consideration is the City Website Implementation Request for Proposal (RFP). The City received a total of ten (10) proposals which were evaluated equally based on the following proposal criteria: scope of work; consultant qualifications; website software security; core website functionality; dedicated hosting; and proposal format. Following the criteria evaluation, vendor interviews and product demonstrations were schedule with the top four evaluated vendors. Based on the totality of the scored proposals, interviews, and product demonstrations the RFP evaluation panel provided their recommendation. It is the recommendation of the Municipal Services Department to enter into a professional service contract with CivicPlus for a total contract award of \$60,000. The total contract award includes Content Management System (including all upgrades, maintenance and support); four (4) department header designs; professional consulting services & staff training; and 12-month hosting fee. An annual hosting and maintenance service fee of \$10,000 will be required following year one. The website implementation project is budgeted in the Municipal Services Department for fiscal year 2015/16. The annual hosting and maintenance fee of \$10,000 will be included in the Municipal Services, Information Technology budget in 2016/17.

Municipal Services Director Pamela Alexander stated the current website was implemented in 2009 and \$100,000 was allocated in the current fiscal year budget for a website upgrade. She briefly reviewed the scope of work, as listed above, including the Agenda Management feature. She also requested the approval for additional amount of approximately \$5,000 for high resolution photography option. Brief general discussion followed regarding the consecutive years of the contract.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to enter into a professional service contract with CivicPlus for a total contract award of \$60,000 and an annual hosting and maintenance service fee of \$10,000, and authorize the Mayor and City Clerk to sign any necessary documents. Roll call as follows: Aye – Councilmembers Smith, Hally, Dingman, Radford, Ehardt, Marohn. Nay – none. Motion carried.

Subject: IF-16H-Sole Source Purchase Public Safety Equipment

The Police and Municipal Services Departments requests the authorization to advertise the City's intent to make a sole source purchase following a 14-day period, as per Idaho Code § 67-2808, and then to issue a purchase order for furnishing, installing and removing public safety equipment in the amount of \$61,143.12, once the advertisement has been completed. This procurement will be from Teton Communications of Idaho Falls, the only authorized distributor and installer for the required public safety equipment. The equipment and installation are budgeted in the 2015/16 Municipal Equipment Replacement Fund (MERF) budget.

MAY 26, 2016

Director Alexander stated the equipment is being removed from the older vehicles and is being relocated into new vehicles. Chief McBride stated the design of vehicles change on a regular basis therefore only some equipment can be relocated to the new vehicles. Any monies collected from the sale of old equipment will be placed into the MERF fund.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to give authorization to advertise the City's intent to make a sole source purchase per Idaho Code § 67-2808, and then issue a purchase order in the amount of \$61,143.12, to Teton Communications of Idaho Falls. Roll call as follows: Aye – Councilmembers Hally, Marohn, Radford, Dingman, Smith, Ehardt. Nay – none. Motion carried.

Idaho Falls Fire Department submitted the following item for consideration:

Subject: Emergency Purchase of Two Ambulances

The Fire Department is requesting approval to purchase and add to fleet two (2) ambulances from Braun Northwest at the cost of \$136,696.00 each, waiving the normal purchasing requirements per Idaho Code § 67-2808, due to an emergency need. The Fire Department currently has a fleet of ten (10) ambulances, with a MERF replacement schedule of ten (10) years. The current replacement of one (1) ambulance per year is not keeping up with the needs of our service delivery including maintenance. The Municipal Services and Fire Departments met a few weeks ago and determined that we should move the replacement schedule to six (6) years instead of ten (10). The urgency of purchasing two (2) "Demo" units now is due to the fact that keeping all our fleet in service while having an increase in our call volume has proved very difficult. We also have had to use one of our reserves for our Swan Valley contract and will be standing up our sixth ambulance in Idaho Falls in July. Both these actions have reduced our available units. We have within the MERF budget a replacement to be ordered now, however the build out once ordered is 280 days for delivery. The other unit would be purchased out of the MERF Ambulance budget as well.

Brief discussion followed regarding the MERF fund with anticipated changes in the upcoming budget session. Fire Chief Dave Hanneman stated the current Ambulance MERF fund balance is approximately \$600,000. He stated during the previous year money was budgeted for a new ambulance as well as money being deposited in the MERF fund to build up the fund. The deposited money is being allocated for the purchase of one (1) ambulance. It was noted there is no policy deviation to borrow money from the MERF fund and then pay it back.

It was moved by Councilmember Marohn, seconded by Councilmember Radford to give authorization to purchase two (2) ambulances from Braun Northwest at the cost of \$136,696.00 each, waiving the normal purchasing requirements per Idaho Code § 67-2808, due to an emergency need where competitive solicitation is impractical, disadvantageous or unreasonable under the circumstances so there is only one (1) vendor or source reasonably available for the ambulances that are to be acquired, and the lack of available and reliable ambulances is immediately detrimental to the public welfare. Roll call as follows: Aye – Councilmembers Radford, Marohn, Dingman, Hally. Nay – Councilmembers Ehardt, Smith. Motion carried.

Community Development Services submitted the following items for consideration:

Subject: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Rose Nielsen, Division No. 109, 3rd Amended

For your consideration is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Rose Nielsen, Division No. 109, 3rd Amended. The Planning and Zoning Commission considered this plat at its May 3, 2016, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

MAY 26, 2016

Councilmember Dingman stated in 1997 this property had been annexed and platted into two (2) lots, however, as development continued it was separated into four (4) parcels. This item is to correct the division and officially re-plat according to law.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Final Plat for Rose Nielsen, Division No. 109, 3rd Amended, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Radford, Ehardt, Hally, Smith, Marohn, Dingman. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Rose Nielsen, Division No. 109, 3rd Amended, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

Subject: Request for Extension to Record a Final Plat, Fremont Avenue Subdivision

The applicant for the Final Plat for Fremont Avenue Subdivision is requesting an extension to record the plat. The Subdivision Ordinance requires a plat be recorded within 90 days of Council approval or an extension must be granted. The Fremont Avenue plat was approved on September 10, 2015, and the 90 days have passed. The plat is now ready to record, pending approval of the extension. Staff recommends approval of extension to record no later than July 1, 2016.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the request for extension to record the Final Plat for Fremont Avenue Subdivision no later than July 1, 2016. Roll call as follows: Aye – Ehardt, Marohn, Hally, Radford, Smith, Dingman. Nay – none. Motion carried.

Public Works submitted the following items for consideration:

Subject: Bid Rejection – Alley Sewer Between 7th and 8th Streets from S Lee Avenue to S Holmes Avenue

On May 10, 2016, bids were received and opened for the alley sewer between 7th and 8th Streets from S Lee Avenue to S Holmes Avenue project. A tabulation of bid results is below.

Alley Sewer Between 7 th and 8 th from Lee to Holmes	Engineer's Estimate	3H Construction, LLC
	\$413,539.00	\$788,817.00

The only bid received in the amount of \$788,817.00 exceeded the budgeted amount and was 190% of the Engineer's Estimate. Public Works recommends that this bid be rejected and notice of such be sent to the bidder.

Councilmember Ehardt stated due to the excessive estimate received, this project will be delayed and possibly re-bid later in the year.

Public Works Director Chris Fredericksen stated this particular alley has two (2) degraded sewer lines which will be replaced into one (1) line. He indicated alley projects tend to be the most costly partially due to the confined space. This project will be re-evaluated for future completion.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to reject the bid for the alley sewer between 7th and 8th Streets from S Lee Avenue to S Holmes Avenue project and send such notice to the only bidder. Roll call as follows: Aye – Councilmembers Smith, Hally, Radford, Dingman, Ehardt, Marohn. Nay – none. Motion carried.

MAY 26, 2016

Subject: Access Approach and Easement Vacation Request - Westridge Commercial Plaza

Harper Leavitt Engineering, on behalf of the developers of Westridge Commercial Plaza, are requesting the vacation of the access right-of-way and surrounding easement that serve as the entry to the development. The purpose of the vacation is to shift the access location south approximately 70 feet in order to provide a shared access with neighboring property owners. Utilities have reviewed the request and approve the vacation upon the condition that the existing utilities are protected. Public Works requests authorization for the City Attorney to prepare documents needed to accomplish this vacation.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to authorize the City Attorney to prepare the necessary documents to accomplish the easement vacation request for Westridge Commercial Plaza. Roll call as follows: Aye – Councilmembers Dingman, Radford, Marohn, Smith, Hally, Ehardt. Nay – none. Motion carried.

Subject: Iona Bonneville Sewer District – Request for Sewer Service Area Expansion

Public Works is in receipt of a request from the Iona Bonneville Sewer District (IBSD) to increase the District's Sewer Service Area boundary by 7.774 acres. The proposed expansion area is for a single family home located at 988 South 45th East. The District approved sewer service for this property in 1999, but the sewer service area was not updated. This action will remedy that oversight.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to approve the sewer service area expansion request from the Iona Bonneville Sewer District. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

Mayor Casper stated the City is participating in the commemoration of the 50th anniversary of the Vietnam War. This commemoration is in conjunction with the Memorial Weekend Field of Honors celebration. A proclamation will be read recognizing the City of Idaho Falls as a Purple Heart City as a commitment to honor veterans of all wars.

There being no further business, it was moved by Councilmember Ehardt, seconded by Councilmember Marohn, to adjourn the meeting at 8:30 p.m. which motion passed following a unanimous vote.

CITY CLERK

MAYOR

REGULAR AGENDA:



BGC-074-16

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Request for waiver of electric line extension fees, Printcraft Press
DATE: June 14, 2016

Attached is a request for waiver of electric line extension fees for the project at 670 Colorado for Printcraft Press. The total fees were \$73,698.63. This request is made pursuant to City Code 8-5-31 which states, "Council reserves the right to waive or adjust fees (other than net metering fees) upon a finding of good cause to do so where such waiver or reduction supports redevelopment or the annexation of property contiguous with or surrounded by the City."

This site is unique from previous requests due to a number of factors. The site is an infill site as it is not on the fringes of existing City limits and is surrounded by City and County development. Also, sewer and water facilities are either adjacent to the site or within a short distance. However, electric facilities were not as close to the site and lines and poles had to be extended. There were also no existing transformers on the site and the project requires more transformers than a more typical residential or commercial development. Based on these factors, and in consultation with Idaho Falls Power, staff recommends approval of a waiver for the labor portion of the line extension fees which total \$17,324.28.

Cc: Kathy Hampton, City Clerk
File



BGC-073-16

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Request for extension to record a final plat, Grandview Storage Units Division No. 1
DATE: June 14, 2016

The applicant for the Grandview Storage Units Division No. 1 Final Plat has requested a 180-day extension to record the plat. The owner is still resolving easement issues that must be taken care of prior to recording. The plat was approved by the City Council on March 10, 2016 and the 90-day deadline to record the plat was June 8th. Staff recommends approval of an extension to record to plat to December 31, 2016.

Cc: Kathy Hampton, City Clerk
File



IDAHO FALLS FIRE DEPARTMENT



DATE: JUNE 15, 2015
TO: MAYOR AND CITY COUNCIL
FROM: DAVE HANNEMAN, FIRE CHIEF
RE: FIRE PROTECTION AND EQUIPMENT PURCHASE AGREEMENT WITH BONNEVILLE COUNTY FIRE DISTRICT 1

Mayor and Council Members,

The Fire Department requests your approval of the 2016-2017 Fire Protection Joint Services Agreement with the Bonneville County Fire Protection District #1. This agreement reflects no change in personnel costs from last year and is based on the District supporting the costs of Fifteen (15) members of the Fire Department at \$1,596,000. In addition to the Fire Protection Agreement, we have negotiated a separate Equipment Purchase agreement for the District to pay for Fifteen (15) sets of Personal Protective Equipment (PPE) at a cost of \$47,550. This purchase would happen immediately and provide replacement PPE for 15 of our members.

The Fire Department respectfully requests that Council approve the 2016-2017 Fire Protection Joint Services agreement and Equipment Purchase agreement with Bonneville County Fire District #1.

Dave Hanneman
Fire Chief

EQUIPMENT PURCHASE AGREEMENT

This EQUIPMENT PURCHASE AGREEMENT (“Agreement”) is made by and between the CITY OF IDAHO FALLS, an Idaho municipal subdivision (“City”) and THE BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1, a fire protection district organized under the laws of the State of Idaho serving portion of Bonneville county, Idaho (“District”).

For good and valuable consideration, the City and the District agree as follows:

1. That the District shall pay to the City the sum of \$47,888.00 upon the execution of this Agreement.

2. That the City shall purchase fifteen (15) Personal Protection Equipment units (“PPE’s”) as described in the attached Exhibit “A” or purchase order or receipt, a copy of which is attached hereto and incorporated herein as though set forth in full.

3. The City shall own and at the City’s sole expense, maintain the PPE’s and provide the same to firefighters employed by the City to provide fire protection services within the City and District boundaries.

4. The parties express their intent that the payment by the District to the City for this purpose is an isolated event and the request for additional purchases of similar equipment by the District is not anticipated for at least a period of ten (10) years.

5. This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho.

6. The undersigned represent that each have signed this Agreement with the lawful authority of the represented entity.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates herein represented.

ATTEST: CITY OF IDAHO FALLS

By _____
Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor

BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1

District Commissioner, Ralph Isom

District Commissioner, David Long

District Commissioner, Dan Gubler

**FIRE PROTECTION JOINT SERVICES AGREEMENT BY AND BETWEEN
CITY OF IDAHO FALLS, IDAHO AND
BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1**

This FIRE PROTECTION JOINT SERVICES AGREEMENT BY AND BETWEEN CITY OF IDAHO FALLS, IDAHO, AND BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1 (hereinafter “AGREEMENT”), is between City of Idaho Falls, Idaho, a municipal corporation, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter “CITY”), and the Bonneville County Fire Protection District No. 1, a fire protection district organized under the laws of the State of Idaho serving portions of Bonneville County, (hereinafter “DISTRICT”).

WHEREAS, DISTRICT is a fire protection district duly and regularly organized pursuant to the provisions of Title 31, Chapter 14, Idaho Code, for the purpose of providing fire protection services within the boundaries of DISTRICT as established by law; and

WHEREAS, CITY is a municipal corporation organized under the laws of the State of Idaho; and

WHEREAS, CITY owns and operates the Idaho Falls Fire and Public Safety Division for the purpose of providing fire protection and public safety services within City limits; and

WHEREAS, pursuant to Idaho Code Title 50, Chapter 3 and Idaho Code Section 31-1430, the parties are authorized to enter into agreements for the mutually beneficial exercise of their respective powers;

WHEREAS, the parties believe the execution of this Fire Protection Joint Services Agreement to provide joint fire protection services to the residents of DISTRICT and CITY will avoid duplication of services, will improve the quality of fire protection within the respective

service areas of the parties and will reduce labor, equipment and maintenance costs incurred by the parties in providing such services; and

WHEREAS, this AGREEMENT is made in order to allow CITY to provide the services described in this AGREEMENT within the boundaries of the DISTRICT; and

WHEREAS, each party to this AGREEMENT desires to, and shall, retain all such party's authority within its jurisdiction, and

WHEREAS, nothing in this AGREEMENT is intended to or should be interpreted to be a Joint Powers Agreement allowed by Idaho Code.

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

1. Fire Protection Services. CITY agrees to provide fire protection services, as described herein, to DISTRICT in accordance with the terms and conditions of this AGREEMENT.

2. Services to Residents of DISTRICT. CITY will provide fire protection services for buildings, structures and real and personal properties located within the DISTRICT, as presently constituted and as shown on the map attached hereto as Exhibit "A," and incorporated herein, or such other additional area or areas reasonably and lawfully annexed hereafter to DISTRICT, following mutual agreement of the parties to do so.

3. Term. The term of this AGREEMENT shall commence on October 1, 2016, and shall terminate on September 30, 2017, unless extended for an additional term by written agreement.

4. Description of Fire Protection Services. CITY agrees to provide fire protection services, as described herein, to DISTRICT at the same, or similar, level and degree of fire protection services provided by CITY to DISTRICT under prior agreements between the parties for the same subject matter. Such fire protection services shall consist of the following services:

- a. The use of CITY equipment and labor to suppress fires occurring within the boundaries of DISTRICT;
- b. The use of DISTRICT equipment and property to suppress fires occurring within the boundaries of the DISTRICT;
- c. Performance of “pre-plan” inspections of all commercial and industrial buildings and structures located within DISTRICT, as necessary, in order to acquaint CITY fire protection officers with the layout of and fire protection measures within such buildings and structures, provided that CITY shall have no obligation to enforce violations of any DISTRICT fire or safety code, statute, law or ordinance, or of any other authority having jurisdiction thereof;
- d. Dispatch of fire suppression, personnel, and equipment to DISTRICT; and
- e. Promotion and use of public information programs for the purpose of encouraging fire prevention measures.

5. Limitations of Service. CITY shall have complete and sole discretion with respect to the delivery and allocation of such fire protection services in times of equipment or labor shortages or unavailability, force majeure, war, strike or other emergency.

6. Budget and Negotiation. In consideration for the delivery of such fire protection services pursuant to this AGREEMENT, DISTRICT agrees to pay CITY the sum of One Million Five Hundred Ninety-Six Thousand (\$1,596,000) Dollars. Such sum shall be paid in equal quarterly installments, each respectively due on October 10, 2016; January 10, 2017; April 10, 2017; and July 10, 2017.

On or before the last day of February, 2017, DISTRICT shall notify CITY of its appointment of one (1) or more representatives to meet with CITY for the purpose of negotiating a possible extension of this AGREEMENT for one (1) or more additional years following the expiration of this AGREEMENT. The parties shall provide to one another such information as may be reasonably obtained relating to the CITY fire protection budget; any change in the ratio between emergency calls originating from within the DISTRICT in comparison to such calls originating within the CITY; the number of staffing required to respond to emergencies originating from within the DISTRICT; in comparison to staffing for emergency calls originating from within the CITY; any increase in the cost of providing such services as a result of a State or federal mandate or change of law; increase in costs attributable to any increased level of service; or any other appropriate and reasonable factor which affects the cost of providing fire protection service to the DISTRICT. In the event the parties are unable to reach agreement before May 1 of any year during the term hereof, then this AGREEMENT shall automatically terminate at the expiration of the DISTRICT's fiscal year, unless the parties mutually agree in writing to extend the AGREEMENT for an additional period of time.

7. Lease of DISTRICT Equipment. DISTRICT agrees to lease to CITY, for the entire term of this AGREEMENT, the Leased Equipment described in Exhibit "B" attached hereto and incorporated herein. The rental for such Leased Equipment shall be the sum of One Dollar (\$1.00) per year. CITY agrees to keep and maintain the Leased Equipment in a good state of repair throughout the term hereof, and CITY further agrees to purchase and maintain property damage insurance for at least the actual cash value thereof, and shall provide DISTRICT with a certificate of such coverage from the Idaho Counties Risk Management Program (ICRMP). DISTRICT shall periodically replace and update its Leased Equipment, such that its age and serviceability is approximately equivalent to the age and serviceability of CITY's equipment having a similar

function. In the event of any loss or damage to DISTRICT's equipment having a similar function, such that the Leased Equipment substantially loses its ability to operate in a safe, efficient or economical fashion, DISTRICT shall promptly replace such Leased Equipment with equipment of comparable or greater value and function. In the event of such replacement, the parties agree that Exhibit "B" attached hereto will be promptly amended and updated to reflect such replacement Leased Equipment. CITY agrees to insure the DISTRICT fire station property covered by this AGREEMENT under its property and liability coverage of CITY's ICRMP policy. CITY agrees to forthwith surrender all Leased Equipment described in Exhibit "B" to DISTRICT, upon termination of this AGREEMENT.

8. Lease of DISTRICT Fire Station. DISTRICT agrees to lease, and does hereby lease, to CITY for the sum of One Dollar (\$1.00) per year, that certain property commonly known as the Lincoln Fire Station, located at 3475 Leihm, Idaho Falls, Idaho 83404. CITY shall purchase, and/or maintain, fire and extended coverage insurance insuring the interest of CITY and DISTRICT in the building and property described above, as their interests may appear, for the fair market value thereof, throughout the term of this AGREEMENT. The parties shall perform repair and maintenance on the DISTRICT fire station at 3475 Leihm, in accordance with the following: DISTRICT shall be responsible for major repairs to the DISTRICT fire station during the term of this AGREEMENT. For purposes of this AGREEMENT, "major repairs" shall be defined as 1) structural repairs to the building, repair, maintenance or replacement of fixed building equipment, including but not limited to the elevator, HV AC, roof and plumbing, and repair and replacement of windows, sidewalks, and water, sewer and irrigation lines appurtenant to the building and 2) repairs that are estimated to cost more than \$5,000.

CITY shall be responsible for minor repairs to the DISTRICT fire station during the term of this AGREEMENT. For purposes of this AGREEMENT, "minor repairs" shall be defined as the repair, maintenance or replacement of, but not limited to, computers, telephone system, fire extinguishers, and electrical bulb fixtures and 2) repairs that are estimated to cost \$4,999.99, or less.

CITY shall be responsible for routine maintenance of the HV AC system. CITY shall be responsible for performing all general maintenance to the interior of the DISTRICT fire station, including, but not limited to, cleaning of carpets and other general janitorial services.

CITY shall be responsible for all general maintenance to the exterior and grounds of DISTRICT fire station, including, but not limited to, painting, mowing, weeding, irrigation, and general grounds maintenance. CITY shall be responsible for snow removal from DISTRICT fire station grounds, including all sidewalks on or adjacent to DISTRICT fire station grounds.

9. Termination. This AGREEMENT shall terminate at 11:59 p.m. local time on September 30, 2017 unless extended, in writing, by the parties. In the event of any termination as set forth above, CITY shall forthwith surrender possession of the leased real property described in Section 8 of this AGREEMENT, and any equipment described in Exhibit "B" of this AGREEMENT.

10. Construction. In the event of any ambiguity in the terms and conditions hereof, the parties agree that no adverse construction shall be drawn against the drafter hereof, it being their intention that this AGREEMENT be construed solely in accordance with the parties' intentions as evidenced by any extrinsic circumstances demonstrating such intent.

11. Dispute Resolution. CITY and DISTRICT mutually endorse the use of partnering, negotiation, mediation and arbitration for the prevention and resolution of disagreements that may occur during the term of this AGREEMENT. The parties, through their respective staffs, commit

to attempt, in good faith, to negotiate any disagreement quickly, fairly, and amicably. If such attempts fail to resolve the matter within fifteen (15) days of the first attempt to resolve the disagreement, the Chief for each entity and no more than one (1) Council member from CITY, and no more than one (1) DISTRICT commissioner shall meet to discuss and resolve the disagreement within fifteen (15) days of such failure to resolve the disagreement. If that fails to resolve the matter, the dispute shall be submitted to mandatory, non-binding mediation. Any dispute that cannot be resolved by mediation shall then be considered by the parties for submission to binding arbitration.

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

13. Waiver. Any waiver of a party's rights with respect to any breach of this AGREEMENT, or with respect to any other matter arising in connection with this AGREEMENT, shall not constitute a waiver with respect to any other breach or matter arising in connection with this AGREEMENT. All waivers must be in writing and signed by an authorized representative of the party granting the waiver.

14. Nature of Relationship. Nothing herein shall be construed to be a Joint Powers Agreement, joint enterprise, joint venture, partnership, or joint undertaking between the parties. It is the sole intent of the parties that CITY shall be considered an independent contractor with respect to its fire protection services to DISTRICT pursuant to this AGREEMENT. Neither party shall have authority or a right to bind the other to any obligation, debt, or undertaking of any kind whatsoever, other than as contemplated in this AGREEMENT.

15. Complete Agreement. This writing evidences the complete and final agreement of the parties on the subject matter of this AGREEMENT, and no other statement, representation or understanding shall be binding except as expressly set forth herein. In particular, this writing supersedes all prior agreements between the parties regarding the delivery of fire protection and public safety services to the DISTRICT and the parties expressly acknowledge and agree to a full satisfaction and release of all claims, obligations or liabilities arising from said prior agreements. This AGREEMENT shall not obligate either party to any agreement a party makes with another person or entity.

16. Major Expenses for Replacements or Repair. The District agrees to be responsible for major expenses to replacement or repair District equipment or apparatus, not to include Class A pumpers. The Parties agree that major repair is defined to be non-aggregate expense of Five Thousand Dollars (\$5,000) or more.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

ATTEST:

CITY OF IDAHO FALLS

By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

BONNEVILLE COUNTY FIRE
PROTECTION DISTRICT NO. 1

By _____
District Commissioner, Ralph Isom

By _____
District Commissioner, David Long

By _____
District Commissioner, Dan Gubler

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2016, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

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

(SEAL)

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2016, before me, the undersigned, a notary public for Idaho, personally appeared Ralph Isom, known to me to be a District Commissioner of the Bonneville County Fire Protection District No. 1, a fire protection district organized under the laws of the State of Idaho, the fire protection district that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said fire district.

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

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

(SEAL)

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2016, before me, the undersigned, a notary public for Idaho, personally appeared David Long, known to me to be a District Commissioner of the Bonneville County Fire Protection District No. 1, a fire protection district organized under the laws of the State of Idaho, the fire protection district that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said fire district.

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

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

(SEAL)

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2016, before me, the undersigned, a notary public for Idaho, personally appeared David Gubler, known to me to be a District Commissioner of the Bonneville County Fire Protection District No. 1, a fire protection district organized under the laws of the State of Idaho, the fire protection district that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said fire district.

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

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

(SEAL)

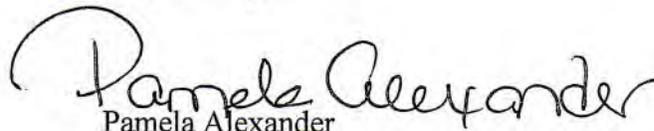


MEMORANDUM

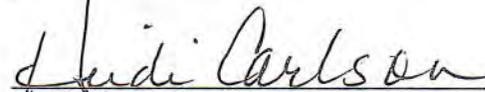
TO: Mayor and City Council
FROM: Municipal Services Department
DATE: June 15, 2016
RE: IF-16-22, Line Clearance Project

Attached for your consideration is the bid tabulation for the fiscal year 2016-2017 Line Clearance Project. It is the recommendation of Municipal Services and Idaho Falls Power to accept and award the sole bid from Davey Tree Surgery Company to provide annual tree maintenance work as requested by Idaho Falls Power. Tree maintenance work may include trimming, pruning, removal and stump grinding; data collection, data entry into the "Tree Keeper" Management software reporting system; cataloging, inventorying and treatment. The total recommended contract amount is not to exceed \$292,000 for a contract expiration date of September 20, 2017.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent

**CITY OF IDAHO FALLS
OFFICIAL BID OPENING**

DATE OF OPENING: Wednesday, June 1, 2016

TIME: 11:00 a.m.

LOCATION: Purchasing Office, 308 Constitution Way, Idaho Falls, Idaho 83402

PROJECT: Bid IF-16-22 LINE CLEARANCE PROJECT

	\$/Hour	\$/8 Hours	\$/Hour Overtime Rate
Qualified Working Foreman	\$ 39.25	\$ 314.00	\$ 49.85
Qualified Trimmer	\$ 26.75	\$ 214.00	\$ 33.97
Trimmer Trainee	\$ 24.71	\$ 197.68	\$ 31.38
Qualified Ground Person	\$ 18.74	\$ 149.92	\$ 23.81
55' Aerial Lift with Chip Box	\$ 16.58	\$ 132.64	\$ 16.58
Chipper	\$ 3.80	\$ 30.40	\$ 3.80
Pickup	\$ 7.33	\$ 58.64	\$ 7.33
Dump Truck	\$ 10.54	\$ 84.32	\$ 10.54
Stump Grinding – per caliper inch	\$ 4.21	\$ 33.68	\$ 4.21
Sterilant per gallon ie, Garlon 4	\$ 57.26	\$ 458.08	\$ 57.26

NAME OF BIDDER	BID BOND	ADDENDUM	PRICE PER	PRICE PER	PRICE PER
			HOUR	8 HOURS	OVERTIME RATE
<u>DAVEY TREE SURGERY</u>					
Qualified Working Foreman		N/A	\$38.48	\$307.84	\$48.87
Qualified Trimmer	See Attached Documents		\$20.23	\$209.84	\$33.31
Qualified Ground Person		N/A	\$18.37	\$146.96	\$23.34
55' Aerial Lift with Chip Box		N/A	\$16.25	\$130.00	\$16.25
Chipper		N/A	\$3.73	\$29.84	\$3.73
Pickup		N/A	\$7.19	\$57.52	\$7.19
Trimmer Trainee		N/A	\$24.23	\$193.84	\$30.77
Split Dump Truck		N/A	\$10.33	\$82.64	\$10.33
Stump Grinder		N/A	\$4.13		
Garlon 4 per ounce		N/A	\$57.26		

ENGINEER'S ESTIMATE: \$ _____



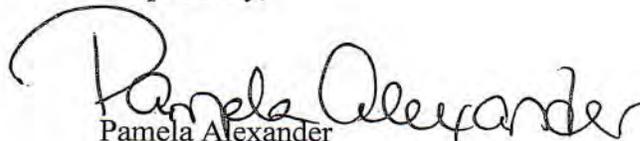
MEMORANDUM

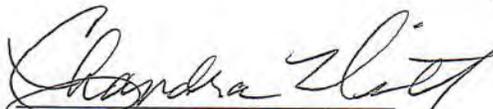
TO: Mayor and City Council
FROM: Municipal Services Department
DATE: June 15, 2016
RE: IF-16-24, Electric Inventory

Attached is the tabulation for the above subject bid. It is the recommendation of Municipal Services and Idaho Falls Power to accept the lowest responsive, responsible bids from the vendors listed below to furnish electric inventory for a lump sum amount of \$96,272.83.

Anixter Power Solutions	\$17,444.50
General Pacific	\$1,539.00
Codale Electric Supply	\$11,607.77
WESCO Distribution Inc.	\$15,381.56
Northern Power Equipment	\$6,698.50
D & S Electric Supply	\$43,601.50
Lump Sum Total	\$96,272.83

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent

City of Idaho Falls
Bid IF-16-24 Power Inventory

Vendor: 1.) Anixter Power Solutions Salt Lake City, Utah 2.) General Pacific Fairview, Oregon 3.) Cordale Electric Supply Inc. Salt Lake City, Utah 4.) WESCO Distribution Inc. Portland, Oregon 5.) Northern Power Equipment Centerville, Utah 6.) D & S Electric Supply Idaho Falls, Idaho

Quantity	Price Per Each	TOTAL	Delivery Time	Stock	Supply
ITEM 1 - SCREW ANCHOR: 14"					
20	\$ 89.05	\$ 1,781.00	3 - 4 Weeks ARO	Stock	No Bid
TOTAL		\$ 1,781.00			
ITEM 2 - ARRESTER: 9KV HEAVY DUTY POLYMER					
2.50	\$ 30,580.00	\$ 76,450.00	4 - 6 Weeks ARO	Stock	No Bid
TOTAL		\$ 76,450.00			
ITEM 3 - BOLT: 1/2" X 6" (MA) MACHINE					
200	\$ 0.5500	\$ 110.00	1 - 2 Weeks ARO	Stock	No Bid
TOTAL		\$ 110.00			
ITEM 4 - CROSSARM BRACE: FOR 8' AND 10' ARMS, WOOD					
60	No Bid		No Bid	Stock	No Bid
TOTAL		\$ 0.00			
ITEM 5 - CLAMP: #795 TRUNNION TYPE SADDLE					
100	\$ 17,900.00	\$ 1,790.00	8 - 10 Weeks ARO	Stock	No Bid
TOTAL		\$ 1,790.00			
ITEM 6 - STIRRUP: #6-2/0 ALUM, #8-2/0 ACSR					
200	\$ 13.1500	\$ 2,630.00	6 - 8 Weeks ARO	Stock	No Bid
TOTAL		\$ 2,630.00			
ITEM 7 - SHELL: AMPACT, YELLOW					
200	\$ 1,800.00	\$ 360.00	1 Week ARO	Stock	No Bid
TOTAL		\$ 360.00			
ITEM 8 - AMPACT TAP: #795 - #795					
200	\$ 28,000.00	\$ 5,600.00	4 - 6 Weeks ARO	Stock	No Bid
TOTAL		\$ 5,600.00			
ITEM 9 - CONNECTOR: TERMINAL PAD #795 MCM ALUMINUM					
25	\$ 30,750.00	\$ 768.75	4 Weeks ARO	Stock	No Bid
TOTAL		\$ 768.75			
ITEM 10 - CUTOUT: 100 AMP POLYMER TYPE "C"					
108	\$ 75,850.00	\$ 8,191.80	1 Week ARO	Stock	No Bid
TOTAL		\$ 8,191.80			

City of Idaho Falls
Bid IF-16-24 Power Inventory

Vendor: 1.) Anixter Power Solutions Salt Lake City, Utah 2.) General Pacific Fairview, Oregon 3.) Codale Electric Supply Inc. Salt Lake City, Utah 4.) WESCO Distribution Inc. Portland, Oregon 5.) Northern Power Equipment Centerville, Utah 6.) D & S Electric Supply Idaho Falls, Idaho

ITEM 11 - GROUND SLEEVE: 3 PHASE
 Price Per Each 20 \$ 321.0500 No Bid
 TOTAL \$ 6,421.00
 Delivery Time 6 - 8 Weeks ARO

ITEM 12 - SECTIONALIZING TERMINAL: SINGLE PHASE
 Price Per Each 10 No Bid
 TOTAL \$ 322.3200
 Delivery Time 4 Weeks ARO

ITEM 13 - GUARD: CUTOUT SWITCH, COVER FOR POLYMER CUTOUTS
 Price Per Each 100 \$ 15.3900
 TOTAL \$ 1,539.00
 Delivery Time 4 - 6 Weeks ARO

ITEM 14 - LUMINAIRE SUPPORT BRACKET ARM: 2" X 8"
 Price Per Each 40 \$ 79.1500
 TOTAL \$ 3,166.00
 Delivery Time 4 - 6 Weeks ARO

ITEM 15 - LUMINAIRE: LED 65 WATT 100 WATT EQUIVALENT
 Price Per Each 40 No Bid
 TOTAL \$ 312,640.00
 Delivery Time 4 - 6 Weeks ARO

ITEM 16 - LUMINAIRE: LED 130 WATT 200 WATT EQUIVALENT
 Price Per Each 40 No Bid
 TOTAL \$ 18,610.80
 Delivery Time 4 - 6 Weeks ARO

ITEM 17 - LUMINAIRE: LED 163 WATT 400 WATT EQUIVALENT
 Price Per Each 40 No Bid
 TOTAL \$ 465,270.00
 Delivery Time 4 - 6 Weeks ARO

ITEM 18 - NUT: OVAL EYE 5/8"
 Price Per Each 300 \$ 1,320.00
 TOTAL \$ 396.00
 Delivery Time 1 Week ARO

ITEM 19 - SECONDARY PEDESTAL: ABOVE GRADE
 Price Per Each 60 \$ 98.1000
 TOTAL \$ 5,886.00
 Delivery Time 4 - 6 Weeks ARO

\$ 272,730.00
 \$ 5,454.60
 4 Weeks ARO

\$ 479,320.00
 \$ 4,793.20
 4 Weeks ARO

\$ 16,380.00
 \$ 1,638.00
 3 Weeks ARO

\$ 84,690.00
 \$ 3,387.60
 4 - 5 Weeks ARO

No Bid
 No Bid
 4 Weeks ARO

No Bid
 No Bid
 4 Weeks ARO

No Bid
 No Bid
 4 Weeks ARO

\$ 1,600.00
 \$ 480.00
 Stock

\$ 133,560.00
 \$ 8,013.60
 8 Weeks ARO

\$ 303,000.00
 \$ 12,120.00
 4 Weeks ARO

\$ 303,000.00
 \$ 12,120.00
 4 Weeks ARO

\$ 450,000.00
 \$ 18,000.00
 4 Weeks ARO

\$ 94,000.00
 \$ 5,640.00
 4 Weeks ARO

City of Idaho Falls
Bid IF-16-24 Power Inventory

Vendor 1.) Anixter Power Solutions Salt Lake City, Utah 2.) General Pacific Fairview, Oregon 3.) Codale Electric Supply Inc. Salt Lake City, Utah 4.) WESCO Distribution Inc. Portland, Oregon 5.) Northern Power Equipment Centerville, Utah 6.) D & S Electric Supply Idaho Falls, Idaho

ITEM 20 - PLATE: GROUNDING, COPPER COATED, 7 1/2" DIAMETER
Price Per Each 300 \$ 4,860.00 \$
TOTAL \$ 1,458.00 \$
Delivery Time 1 Week ARO

ITEM 21 - INSULINK: #4/0 - #2
Price Per Each 60 \$ 3,250.00 \$
TOTAL \$ 195.00 \$
Delivery Time 1 Week ARO

ITEM 22 - TERMINATOR: #4/0 STR OUTDOOR
Price Per Each 9 \$ 71,700.00 \$
TOTAL \$ 645.30 \$
Delivery Time 3 - 4 Weeks ARO

ITEM 23 - CONDUIT: 1-1/2" X 10' THINWALL EMT
Price Per Foot 50 No Bid
TOTAL No Bid
Delivery Time No Bid

ITEM 24 - CONDUIT: 1" RIGID STEEL, 10' LENGTHS
Price Per Foot 50 No Bid
TOTAL No Bid
Delivery Time No Bid

ITEM 25 - ELBOW: 2 1/2" PVC 45°
Price Per Each 5 No Bid
TOTAL No Bid
Delivery Time No Bid

ITEM 26 - COPPER: #6 SOL BARE
Price Per Foot 6,300 \$ 0.2450 \$
TOTAL \$ 1,543.50 \$
Delivery Time 1 - 4 Weeks ARO*

ITEM 27 - LAMP: 150 WATT, 130 VOLT TRAFFIC SIGNAL, PAR 46
Price Per Each 50 \$ 39,250.00 \$
TOTAL \$ 1,962.50 \$
Delivery Time 3 - 4 Weeks ARO

Price Per Each 4,910.00 \$
TOTAL \$ 1,473.00 \$
Delivery Time 3 - 4 Weeks ARO

Price Per Each 3,150.00 \$
TOTAL \$ 189.00 \$
Delivery Time 2 - 4 Weeks ARO

Price Per Each 70,910.00 \$
TOTAL \$ 638.19 \$
Delivery Time 2 - 3 Weeks ARO

Price Per Foot 50 No Bid
TOTAL No Bid
Delivery Time No Bid

Price Per Foot 50 No Bid
TOTAL No Bid
Delivery Time No Bid

Price Per Each 5 No Bid
TOTAL No Bid
Delivery Time No Bid

Price Per Foot 6,300 \$ 0.2497 \$
TOTAL \$ 1,573.17 \$
Delivery Time 2 - 4 Weeks ARO

Price Per Each 50 \$ 34,040.00 \$
TOTAL \$ 1,702.00 \$
Delivery Time 1 - 2 Weeks ARO

Price Per Each 7,330.00 \$
TOTAL \$ 2,199.00 \$
Delivery Time 3 Weeks ARO

Price Per Each 3,380.00 \$
TOTAL \$ 202.80 \$
Delivery Time 3 Weeks ARO

Price Per Each 88,060.00 \$
TOTAL \$ 792.54 \$
Delivery Time 3 Weeks ARO

Price Per Foot 50 No Bid
TOTAL No Bid
Delivery Time No Bid

Price Per Foot 50 No Bid
TOTAL No Bid
Delivery Time No Bid

Price Per Each 5 No Bid
TOTAL No Bid
Delivery Time No Bid

Price Per Foot 6,300 \$ 0.3000 \$
TOTAL \$ 1,890.00 \$
Delivery Time 1 Week

Price Per Each 50 \$ 27,230.00 \$
TOTAL \$ 1,361.50 \$
Delivery Time 2 Weeks ARO

Key:
Minimum Quantity Order
Unit of Measure Adjustment
*Calculation Error
**Bid Rejected
Low Bid

Bid Award: \$ 52,189.85 \$ 34,915.2900 \$ 113,709.1110 \$ 60,811.8260 \$ 28,962.5000 \$ 45,485.5000
TOTAL PURCHASE \$ 17,444.50 \$ 1,539.00 \$ 11,607.77 \$ 15,381.56 \$ 6,698.50 \$ 43,601.50
TOTAL PURCHASE \$ 96,272.83

Reasons for Rejection of Bid Items

Line Item #1

Low Bidder: Northern Power Equipment bid Allied Screw Anchors.

Idaho Falls Power response: *The screw anchors we currently use takes a tough one installation tool. The information provided on Allied's website says that the installation tool is a standard tool. It doesn't give any other information on what is considered a "standard tool". Tough one anchors have their own tool for installation that has been purchased for all the linebeds and IFP doesn't want to carry multiple installation tools for every anchor available.*

Award to next low bidder: WESCO

Line Item #2

Low Bidder: Northern Power Equipment bid Alumaform Arrestors

Next Low Bidder: General Pacific bid Alumaform Arrestors

Idaho Falls Power response: *Alumaform has just started to manufacture arrestors 2 months ago. They also use a resistant grade element that doesn't give a 100% guarantee that it will disconnect. Only Ohio Brass uses a capacitor grade element that is patented that gives a 100% disconnect. With the resistant element and the wrong bracket and no history we would like to wait on ordering their product.*

Award to next low bidder: Anixter Power Solutions

Line Item #4

Low Bidder: WESCO Distribution Inc. bid Hubbell Crossarm Brace

Idaho Falls Power response: *Crossarm braces by Hubbell are not an approved equal. Hubbell's crossarms are joined by metal inserted into the wood and expanded. The approved manufactures of Brooks & Hughes, bolt their brackets into the wood.*

Award to next low bidder: Codale Electric Supply

Line Item #9

Low Bidder: Northern Power Equipment bid Johnson Connectors

Idaho Falls Power response: *The compression connector needs their own die and press in order to attach it. IFP does not want to have to purchase their press and die.*

Award to next low bidder: Codale Electric Supply



MEMORANDUM

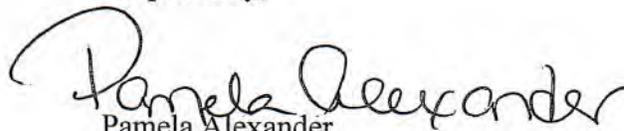
TO: Mayor and City Council
FROM: Municipal Services Department
DATE: June 15, 2016
RE: Bid IF-16-J, Sole Source Purchase for Ambulance Gurneys and Monitors

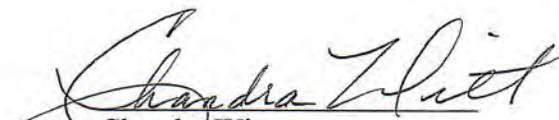
The Municipal Services and Fire Department requests the authorization to advertise the City's intent to make a sole source purchase following a 14-day period, as per I.C. § 67-2808, and then once the advertisement has been completed to issue purchase orders to

- | | |
|--|-------------|
| 1. Stryker for two (2) gurneys and the power load system | \$71,923.04 |
| 2. Physio Control for two (2) monitors | \$72,740.15 |

The above referenced equipment is standardized equipment that will be installed in the two new ambulances approved for purchase on May 26, 2016 from Braun Northwest. To clarify, one ambulance is a replacement funded by the Municipal Equipment Replacement Fund and the other ambulance is an addition to the fleet to be funded by the ambulance fund. Both funding sources are from the 2015/16 Fire department budget.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent



Comprehensive Quotation

Sales Account Manager
 ANNIE KOERNER
 annie.koerner@stryker.com
 Cell: 406-214-9548

Remit to:
 P.O. Box 93308
 Chicago, IL 60673-3308

End User Shipping Address
 1123407
 IDAHO FALLS FIRE DEPT
 625 SHOUP AVE
 IDAHO FALLS, ID 83405-0220

Shipping Address
 1123407
 IDAHO FALLS FIRE DEPT
 625 SHOUP AVE
 IDAHO FALLS, ID 83405-0220

Billing Address
 1109975
 CITY OF IDAHO FALLS
 PO BOX 50220
 IDAHO FALLS, ID 83405

Customer Contact	Ref Number	Date	PO Number	Reference Field	Quote Type
	4926339	05/27/2016	QUOTE		

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
1.00	2	Power-PRO XT	6506000000	\$16,212.00	\$32,424.00	
		Options				
	2	Power-PRO XT	6506000000	\$16,212.00	\$32,424.00	
	2	Dual Wheel Lock	6086602010			
	2	PR Cot Retaining Post	6085033000			
	2	Power Pro Standard Components	6506026000			
	2	XPS Option	6506040000			
	2	No Runner/HE O2	0054200994			
	2	Power-LOAD Compatible Option	6506127000			
	2	Knee-Gatch/Trendelenburg	6500082000			
	2	No HE Section O2 Bottle	6506036000			
	2	English Manual	6506000000			
	2	120V AC SMRT Charging Kit	6500028000			
	2	Short Hook	6060036017			
	2	XPS Knee Gatch Bolster Matrss	6500003130			
	2	No Steer Lock Option	6506037000			
	2	3 YR X-Frame Powertrain Wrnty	7777881669			
	2	2 Yr Bumper to Bumper Warranty	7777881670			
	2	DOM SHIP (NOT HI, AK, PR, GM)	0054030000			
	2	3 Stage IV Pole PR Option	6500315000			
	2	X-RESTRAINT PACKAGE	6500001430			
	2	STANDARD FOWLER	6506012003			
2.00	2	PowerLOAD	6390000000	\$19,749.52	\$39,499.04	
		Options				
	2	PowerLOAD	6390000000	\$19,749.52	\$39,499.04	
	2	Standard Comp 6390 Power Load	6390026000			
	2	English Manual	6390600000			
	2	1 year parts, labor & travel	7777881660			
	2	UNIVERSAL FLOORPLATE OPTION	6390028000			
	2	English Option, Manual	6390020000			

Note:

Product Total	\$71,923.04
Freight	\$0.00
Tax	\$0.00
Total Incl Tax & Freight	\$71,923.04

Signature:  Title/Position: EMS Division Chief Date: 5/31/2016



Physio-Control, Inc
 11811 Willows Road NE
 P.O. Box 97008
 Redmond, WA 98073-9706 U.S.A.
 www.physio-control.com
 tel 800.442.1142
 fax 800.732.0956

To Eric Day - EMS Chief
 ID FALLS FD
 625 SHOUP AVE
 IDAHO FALLS, ID 83405
 (208) 612-8173
eday@idahofallsidaho.gov

Quote Number 00041740
 Revision # 2
 Created Date 6/6/2016
 Sales Consultant Matthew Hense
 FOB Redmond, WA
 Terms All quotes subject to credit approval and the following terms and conditions
 NET Terms NET 30

Expiration Date 7/31/2016

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99577-001957	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001385, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000288 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	2.00	34,960.00	-4,544.80	30,415.20	60,830.40
21330-001176	LP 15 Lithium-Ion Battery 5.7 amp hrs	4.00	453.60	-58.97	394.63	1,578.53
11160-000013	NIBP CUFF BAYONET-REUSEABLE,CHILD	2.00	24.00	-3.12	20.88	41.76
11160-000017	NIBP CUFF BAYONET-REUSEABLE,LARGE ADULT	2.00	33.00	-4.29	28.71	57.42
11160-000020	NIBP CUFF BAYONET-SINGLE PATIENT USE,XL ADULT	2.00	15.00	-1.95	13.05	26.10
11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	2.00	837.00	-82.81	554.19	1,108.38
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	2.00	54.60	-7.10	47.50	95.00
11280-000039	LIFEPAK 15 Carry case back pouch	2.00	79.20	-10.30	68.90	137.81
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches. INCLUDED AT NO CHARGE: 11577-000001 Shoulder Strap	2.00	309.20	-40.20	269.00	538.01
21996-000086	3G Modem (Verizon, customer needs data plan)	2.00	1,101.00	-143.13	957.87	1,915.74
99428-000305-3	Data plan for 3G Modem (Verizon) - 3 year	2.00	597.00	0.00	597.00	1,194.00
LP15-OSPMSIRP-2-POS	LIFEPAK 15 Service - 2 YEAR. On-site Preventative Maintenance; Ship in Repair Plus. Annual Payments.	2.00	2,980.00	-444.00	2,536.00	5,072.00

Subtotal	USD 72,555.15
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 185.00
<hr/>	
Grand Total	USD 72,740.15

	Pricing Summary Totals
List Price Total	USD 83,354.40
Total Contract Discounts Amount	USD -888.00
Total Discount	USD -9,911.25
Trade In Discounts	USD 0.00
Tax + S&H	USD 185.00

GRAND TOTAL FOR THIS QUOTE
USD 72,740.15

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.



 CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)
 Eric C. Day

 NAME
 EMS Division chief

 TITLE
 6/09/2016

 DATE

Reference Number MH/01388202/98078



To: Honorable Mayor & City Council
From: Chris H Fredericksen, Public Works Director
Date: June 15, 2016
Subject: **BID AWARD – ADA IMPROVEMENTS ON NORTHGATE MILE AND ON HOLMES AVE PHASE III**

At 10:00 AM, Local Time, Tuesday, June 14th, 2016, bids were received and opened for the ADA Improvements on Northgate Mile and on Holmes Ave Phase III project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, CAP, LLC. Dba Reinhart Concrete, in an amount of \$46,023.50 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

A handwritten signature in blue ink that reads "Chris H Fredericksen".

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

0-00-00-0-STR-2016-13

City of Idaho Falls

Engineering Department

Bid Tabulation

Project..... ADA Improvements on Northgate
 Mile and on Holmes Ave Phase III

Number..... 0-00-00-0-STR-2016-13

Submitted Kent Fugal, P.E., PTOE

Date..... June 14, 2016

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Reinhart Concrete (CAP, LLC)		DePatco, Inc.		JM Concrete, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
PORTLAND CEMENT CONCRETE											
509.02.2	Combination Curb and Gutter - Type STANDARD	732	L.F.	\$45.00	\$32,940.00	\$24.50	\$17,934.00	\$32.00	\$23,424.00	\$25.00	\$18,300.00
509.02.5	Curb	33	L.F.	\$40.00	\$1,320.00	\$24.50	\$808.50	\$32.00	\$1,056.00	\$20.00	\$660.00
509.03.2	4" Flatwork	333	S.Y.	\$65.00	\$21,645.00	\$61.00	\$20,313.00	\$56.00	\$18,648.00	\$150.00	\$49,950.00
509.03.2	6" Flatwork	104	S.Y.	\$80.00	\$8,320.00	\$67.00	\$6,968.00	\$135.00	\$14,040.00	\$175.00	\$18,200.00
TOTAL				\$64,225.00		\$46,023.50		\$57,168.00		\$87,110.00	

ADA IMPROVEMENTS ON NORTHGATE MILE AND ON HOLMES AVE PHASE III

PROJECT # 0-00-00-0-STR-2016-13

PROJECT LOCATION



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
MICHAEL A. LEHTO

ED MAROHN
SHARON D. PARRY
DAVID M. SMITH

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

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

2016



AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
CITY OF IDAHO FALLS			
ENGINEERING DEPARTMENT			
ADA IMPROVEMENTS ON NORTHGATE MILE AND ON HOLMES AVE PHASE III			
TITLE SHEET			
CHK BY:	Y.G.	DSG BY:	R.S.
FILE NO. 0-00-00-0-STR-2016-13	DATE PLOTTED: 05/26/16	DWN BY:	R.S.
DWG NO. TITLEPAGE-2016-ADA-PHASE III		SHEET NO. 1	OF 16



To: Honorable Mayor & City Council
From: Chris H Fredericksen, Public Works Director
Date: June 15, 2016
Subject: **BID AWARD – THERMOPLASTIC CITYWIDE - 2016**

At 11:00 AM, Tuesday, Local Time, June 14th, 2016, bids were received and opened for the Thermoplastic Citywide - 2016 project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Falls Striping, LLC, in an amount of \$79,535.52 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

A handwritten signature in blue ink that reads "Chris H Fredericksen".

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

0-00-00-0-TRF-2016-02

City of Idaho Falls

Engineering Department Bid Tabulation

Project..... Thermoplastic Citywide - 2016

Number..... 0-00-00-0-TRF-2016-02

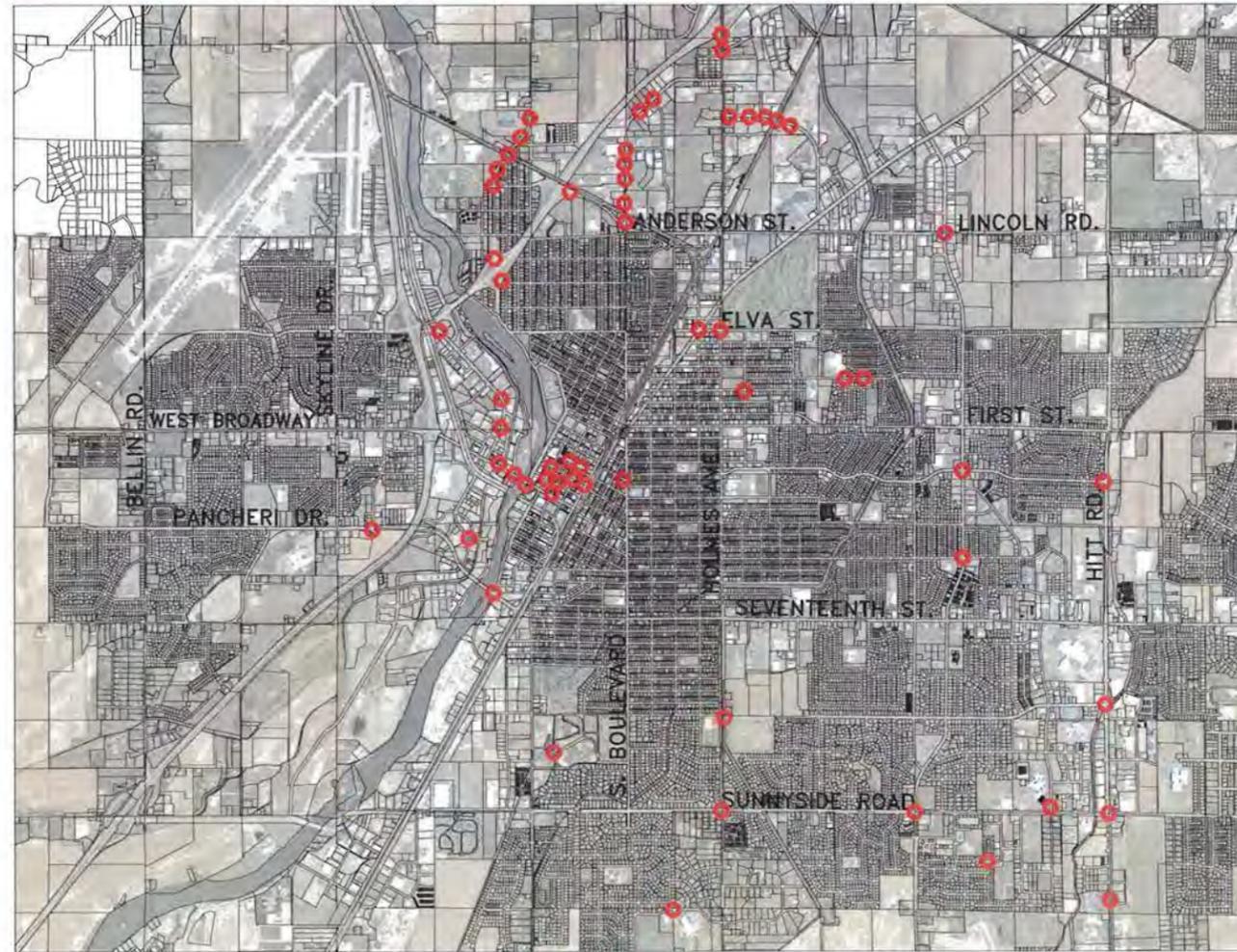
Submitted Kent Fugal, P.E., PTOE

Date..... June 14, 2016

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Falls Striping, LLC		Idaho Traffic Safety, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
INCIDENTAL CONSTRUCTION									
409.07.2	Pavement Markings (Thermoplastic)	12274	S.F.	\$6.75	\$82,849.50	\$6.48	\$79,535.52	\$6.60	\$81,008.40
TOTAL					\$82,849.50		\$79,535.52		\$81,008.40

THERMOPLASTIC CITYWIDE – 2016

PROJECT # 0-00-00-0-TRF-2016-02



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
DAVOD M. SMITH

ED MAROHN
JOHN B. RADFORD
MICHELLE ZIEL-DINGMAN

CITY ENGINEERING DEPARTMENT

CITY PUBLIC WORKS DIRECTOR

CHRIS H FREDERICKSEN, P.E.

CITY ENGINEER

KENT J. FUGAL, P.E., PTOE

2016



AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
CITY OF IDAHO FALLS			
ENGINEERING DEPARTMENT			
THERMOPLASTIC CITYWIDE-2016			
CHK BY:	Y.G.	DSG BY:	CW
DWG NO. 0-00-00-0-TRF-2016-02	DATE PLOTTED:	SHEET NO.	
Titlepage	5-26-2016	1 OF 17	



To: Honorable Mayor & City Council
From: Chris H Fredericksen, Public Works Director
Date: June 15, 2016
Subject: **BID AWARD – EASTSIDE GREENBELT PATHWAY E STREET TO VISSING CIRCLE**

At 2:30 PM, Local Time, Tuesday, June 14th, 2016, bids were received and opened for the Eastside Greenbelt Pathway E Street to Vissing Circle project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Thompson Paving Inc., in an amount of \$558,341.85 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

A handwritten signature in blue ink that reads "Chris H Fredericksen".

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

2-38-18-3-PRK-2016-09

City of Idaho Falls

Engineering Department Bid Tabulation

Project..... Eastside Greenbelt Pathway E Street to Vissing Cir

Number..... 2-38-18-3-PRK-2016-09

Submitted Kent Fugal, P.E., PTOE

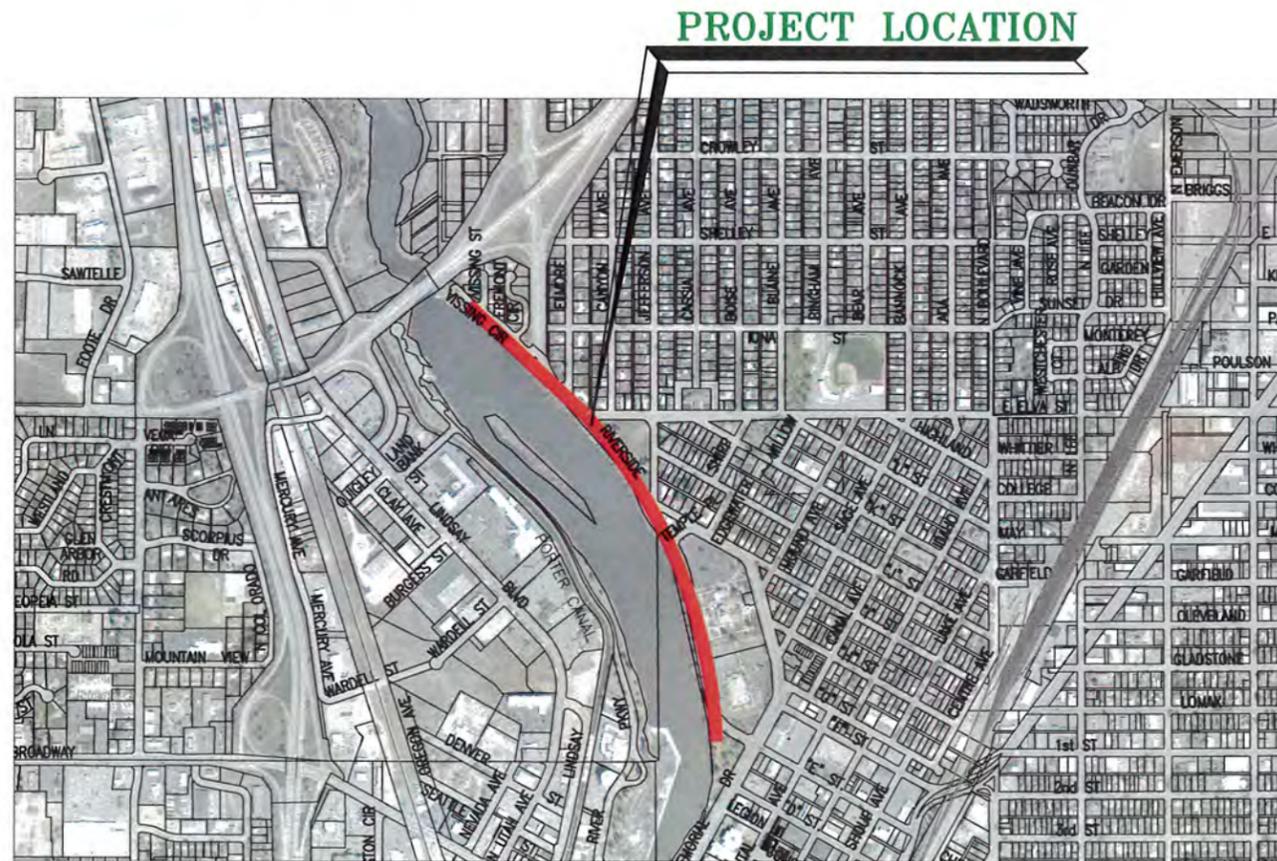
Date..... June 14, 2016

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Thompson Paving, Inc.		DePatco, Inc.		HK Contractors, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
EARTHWORK AND BASES											
209.02.2	Selective Removal of Tree - Size 24"	9	EACH	\$1,000.00	\$9,000.00	\$500.00	\$4,500.00	\$600.00	\$5,400.00	\$1,150.00	\$10,350.00
209.02.2	Selective Removal of Tree - Size 36"	1	EACH	\$2,000.00	\$2,000.00	\$800.00	\$800.00	\$600.00	\$600.00	\$1,350.00	\$1,350.00
209.03.4	Removal of Curb and Gutter	271	L.F.	\$5.00	\$1,355.00	\$5.00	\$1,355.00	\$6.00	\$1,626.00	\$5.00	\$1,355.00
209.03.5	Removal of Sidewalk	108	S.Y.	\$10.00	\$1,080.00	\$5.00	\$540.00	\$14.00	\$1,512.00	\$9.75	\$1,053.00
209.03.6	Removal of Pavement	25	S.Y.	\$10.00	\$250.00	\$5.00	\$125.00	\$20.50	\$512.50	\$14.00	\$350.00
209.05.2	Roadway Excavation	1814	C.Y.	\$15.00	\$27,210.00	\$35.00	\$63,490.00	\$17.00	\$30,838.00	\$17.00	\$30,838.00
209.05.4	Geotextile Fabric	5238	S.Y.	\$2.00	\$10,476.00	\$1.50	\$7,857.00	\$2.00	\$10,476.00	\$1.75	\$9,166.50
209.08.2	Borrow	93	C.Y.	\$20.00	\$1,860.00	\$30.00	\$2,790.00	\$29.50	\$2,743.50	\$26.50	\$2,464.50
209.08.3	Granular Borrow	5	C.Y.	\$25.00	\$125.00	\$30.00	\$150.00	\$49.00	\$245.00	\$120.00	\$600.00
209.08.4	Topsoil	632	C.Y.	\$20.00	\$12,640.00	\$26.00	\$16,432.00	\$29.00	\$18,328.00	\$42.00	\$26,544.00
SURFACE COURSES AND PAVEMENT											
309.06.2	2"/6" Street Section	5238	S.Y.	\$20.00	\$104,760.00	\$15.40	\$80,665.20	\$14.65	\$76,736.70	\$18.00	\$94,284.00
309.06.2	4"/10" Street Section	48	S.Y.	\$40.00	\$1,920.00	\$33.00	\$1,584.00	\$50.00	\$2,400.00	\$63.00	\$3,024.00
309.07.2	12' Pathway	682	L.F.	\$35.00	\$23,870.00	\$17.25	\$11,764.50	\$37.00	\$25,234.00	\$44.00	\$30,008.00
INCIDENTAL CONSTRUCTION											
409.01.2	Adjust Manhole Ring	4	EACH	\$550.00	\$2,200.00	\$400.00	\$1,600.00	\$240.00	\$960.00	\$550.00	\$2,200.00
409.02.2	Adjust Water Valve Box	4	EACH	\$350.00	\$1,400.00	\$350.00	\$1,400.00	\$265.00	\$1,060.00	\$430.00	\$1,720.00
409.03.2	Adjust Curb Stop Box	6	EACH	\$100.00	\$600.00	\$350.00	\$2,100.00	\$140.00	\$840.00	\$45.00	\$270.00
409.06.2	Traffic Control Sign Unit - Type B	26	EACH	\$350.00	\$9,100.00	\$300.00	\$7,800.00	\$325.00	\$8,450.00	\$310.00	\$8,060.00
409.07.2	Pavement Markings	1	L.S.	\$10,000.00	\$10,000.00	\$9,700.00	\$9,700.00	\$10,500.00	\$10,500.00	\$9,750.00	\$9,750.00
409.10.2	Sprinkler System	1	L.S.	\$10,000.00	\$10,000.00	\$34,000.00	\$34,000.00	\$39,000.00	\$39,000.00	\$31,000.00	\$31,000.00

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Thompson Paving, Inc.		DePatco, Inc.		HK Contractors, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
409.13.2	Landscaping (Sod)	3763	S.Y.	\$5.00	\$18,815.00	\$5.85	\$22,013.55	\$5.50	\$20,696.50	\$5.00	\$18,815.00
409.16.2	4" Conduit (PVC)	221	L.F.	\$10.00	\$2,210.00	\$14.00	\$3,094.00	\$13.60	\$3,005.60	\$3.00	\$663.00
409.21.2	Repair Sprinkler Systems	1	L.S.	\$15,000.00	\$15,000.00	\$2,000.00	\$2,000.00	\$9,100.00	\$9,100.00	\$7,000.00	\$7,000.00
409.26.2	Storm Water Pollution Prevention Plan	1	L.S.	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00	\$22,800.00	\$22,800.00	\$17,500.00	\$17,500.00
PORTLAND CEMENT CONCRETE											
509.02.2	Combination Curb and Gutter - Type STANDARD	1918	L.F.	\$25.00	\$47,950.00	\$24.65	\$47,278.70	\$26.00	\$49,868.00	\$27.00	\$51,786.00
509.02.2	Curb	267	L.F.	\$20.00	\$5,340.00	\$25.20	\$6,728.40	\$37.00	\$9,879.00	\$28.00	\$7,476.00
509.03.2	4" Flatwork	665	S.Y.	\$50.00	\$33,250.00	\$79.75	\$53,033.75	\$52.00	\$34,580.00	\$93.40	\$62,111.00
509.03.2	6" Flatwork	295	S.Y.	\$65.00	\$19,175.00	\$113.85	\$33,585.75	\$79.00	\$23,305.00	\$110.40	\$32,568.00
WATER LINES											
609.05.4	Resetting Existing Fire Hydrant	1	EACH	\$2,000.00	\$2,000.00	\$4,500.00	\$4,500.00	\$1,900.00	\$1,900.00	\$2,800.00	\$2,800.00
SANITARY SEWERS AND STORM DRAIN:											
709.02.2	12" Pipe	75	L.F.	\$25.00	\$1,875.00	\$40.00	\$3,000.00	\$12.50	\$937.50	\$20.00	\$1,500.00
709.02.2	30" Pipe	86	L.F.	\$40.00	\$3,440.00	\$55.00	\$4,730.00	\$55.60	\$4,781.60	\$76.00	\$6,536.00
709.03.2	Manhole - Type I	3	EACH	\$2,500.00	\$7,500.00	\$2,200.00	\$6,600.00	\$2,950.00	\$8,850.00	\$2,450.00	\$7,350.00
709.03.2	Manhole - Type II	1	EACH	\$3,500.00	\$3,500.00	\$2,400.00	\$2,400.00	\$2,500.00	\$2,500.00	\$2,550.00	\$2,550.00
709.03.3	Additional Manhole Depth	2	L.F.	\$200.00	\$400.00	\$150.00	\$300.00	\$450.00	\$900.00	\$375.00	\$750.00
709.04.2	Inlet Box - Type 1	3	EACH	\$2,000.00	\$6,000.00	\$1,400.00	\$4,200.00	\$1,500.00	\$4,500.00	\$1,650.00	\$4,950.00
709.04.2	Inlet Box - Type 2	1	EACH	\$2,000.00	\$2,000.00	\$1,600.00	\$1,600.00	\$1,700.00	\$1,700.00	\$1,650.00	\$1,650.00
709.04.3	Additional Inlet Box Depth	4.5	L.F.	\$175.00	\$787.50	\$150.00	\$675.00	\$380.00	\$1,710.00	\$140.00	\$630.00
709.06.2	Removal of Appurtenance - Type Inlet Box	2	EACH	\$500.00	\$1,000.00	\$800.00	\$1,600.00	\$220.00	\$440.00	\$625.00	\$1,250.00
709.06.2	Removal of Appurtenance - Type Manhole	1	EACH	\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$220.00	\$220.00	\$645.00	\$645.00
TRENCH EXCAVATION AND BACKFILL											
809.01.2	Trench Excavation and Backfill - Class I	75	L.F.	\$20.00	\$1,500.00	\$20.00	\$1,500.00	\$23.50	\$1,762.50	\$35.00	\$2,625.00
809.01.2	Trench Excavation and Backfill - Class II	86	L.F.	\$25.00	\$2,150.00	\$30.00	\$2,580.00	\$24.00	\$2,064.00	\$122.00	\$10,492.00
809.02.2	Unsuitable Material Excavation	20	C.Y.	\$25.00	\$500.00	\$20.00	\$400.00	\$14.75	\$295.00	\$20.00	\$400.00
809.03.2	Rock Excavation	35	L.F.	\$100.00	\$3,500.00	\$200.00	\$7,000.00	\$70.00	\$2,450.00	\$95.50	\$3,342.50
809.04.2	Base Stabilization Material	20	C.Y.	\$25.00	\$500.00	\$20.00	\$400.00	\$45.00	\$900.00	\$31.00	\$620.00
809.11.2	Removal and Replacement of Asphalt Plantmix and Aggregate Base	88	L.F.	\$80.00	\$7,040.00	\$15.00	\$1,320.00	\$60.00	\$5,280.00	\$89.50	\$7,876.00
SPECIAL PROVISIONS											

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Thompson Paving, Inc.		DePatco, Inc.		HK Contractors, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
SP - 1	Grout 10" Pipe	10	L.F.	\$40.00	\$400.00	\$30.00	\$300.00	\$50.00	\$500.00	\$95.75	\$957.50
SP - 2	Remove and Reset Sign	8	EACH	\$200.00	\$1,600.00	\$200.00	\$1,600.00	\$200.00	\$1,600.00	\$200.00	\$1,600.00
SP - 3A	Rectangular Rapid Flash Beacon (RRFB) - Dual Sided	6	EACH	\$8,500.00	\$51,000.00	\$6,965.00	\$41,790.00	\$7,300.00	\$43,800.00	\$6,425.00	\$38,550.00
SP - 3B	Rectangular Rapid Flash Beacon (RRFB) - Single Sided	4	EACH	\$7,000.00	\$28,000.00	\$6,965.00	\$27,860.00	\$6,300.00	\$25,200.00	\$5,535.00	\$22,140.00
SP - 4	Mobilization	1	L.S.	\$25,000.00	\$25,000.00	\$22,400.00	\$22,400.00	\$63,000.00	\$63,000.00	\$29,357.00	\$29,357.00
TOTAL				\$531,778.50		\$558,341.85		\$585,986.40		\$610,877.00	

EASTSIDE GREENBELT PATHWAY E STREET TO VISSING CIR PROJECT # 2-38-18-3-PRK-2016-09



REVIEWED BY: WATER DIVISION

DATE: 5-24-16

REVIEWED BY: SEWER DIVISION

DATE: 5-26-16

REVIEWED BY: PARKS DEPARTMENT

DATE: 5/18/16



MAYOR
REBECCA L. NOAH CASPER
CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
DAVID M. SMITH

ED MAROHN
JOHN B. RADFORD
MICHELLE ZIEL-DINGMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

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

2016

AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
CITY OF IDAHO FALLS			
ENGINEERING DIVISION			
EASTSIDE GREENBELT PATHWAY E STREET TO VISSING CIR TITLE SHEET			
CHK BY:	Y.G.	DSG BY:	G.C. DWN BY: G.C.
FILE NO. 2-38-18-3-PRK-2016-09	DATE PLOTTED: 5-10-16	SHEET NO. 1 OF 27	
DWG NO. Titlepage			



To: Honorable Mayor & City Council
From: Chris H Fredericksen, Public Works Director
Date: June 15, 2016
Subject: **BID AWARD – MINOR STREET OVERLAYS - 2016**

At 3:30 PM, Local Time, Tuesday, June 14th, 2016, bids were received and opened for the Minor Street Overlays - 2016 project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, DePatco, Inc., in an amount of \$197,537.10 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

A handwritten signature in blue ink that reads "Chris H Fredericksen".

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

0-00-00-0-STR-2016-01

City of Idaho Falls

Engineering Department

Bid Tabulation

Project..... Minor Street Overlays - 2016

Number..... 0-00-00-0-STR-2016-01

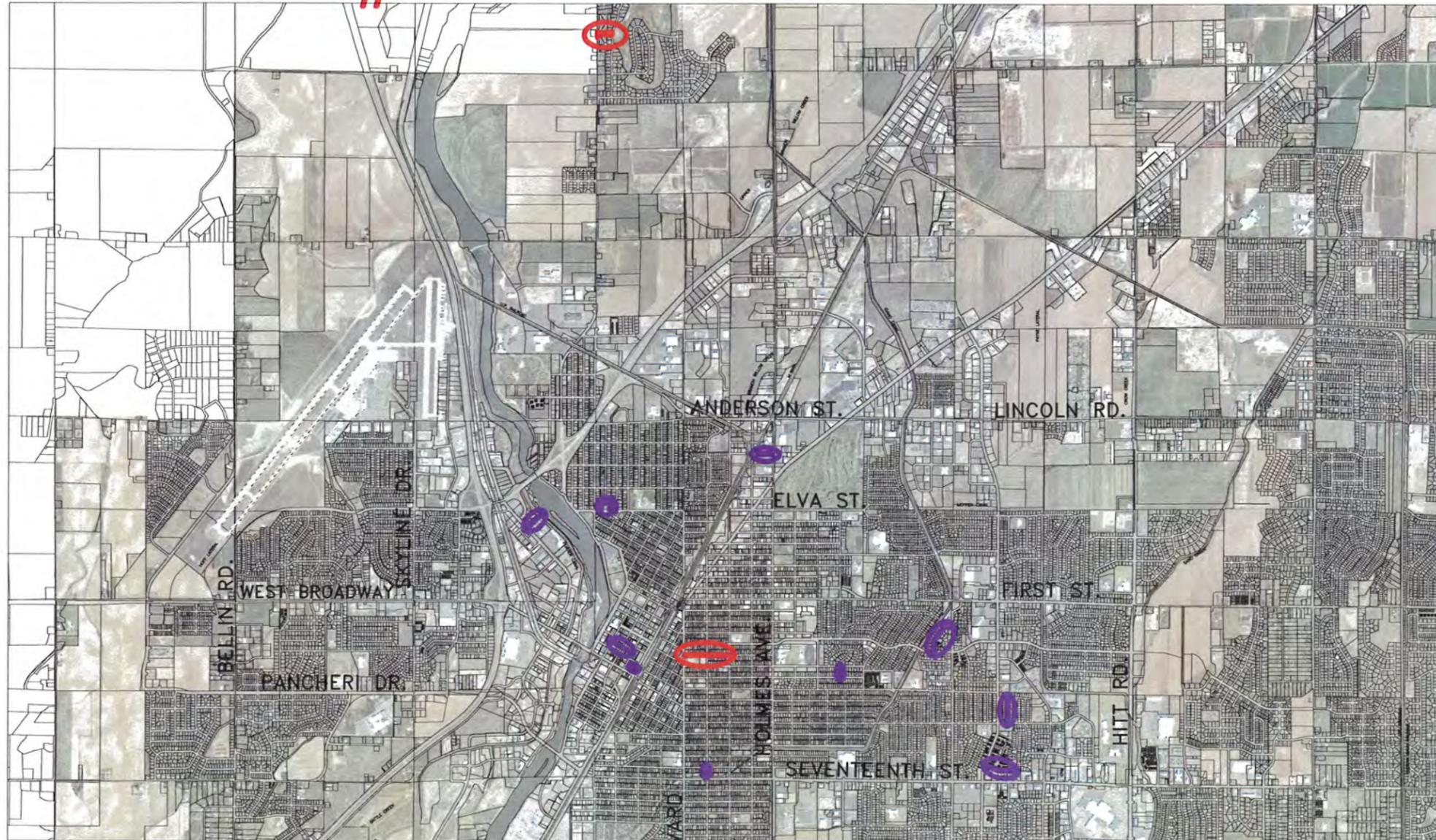
Submitted K.Fugal, P.E., PTOE

Date..... June 14, 2016

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		DePatco, Inc.		HK Contractors, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
SURFACE COURSES AND PAVEMENT									
309.05.2	2.5" Asphalt Plantmix Pavement	6447	S.Y.	\$12.00	\$77,364.00	\$8.80	\$56,733.60	\$11.25	\$72,528.75
309.05.4	1.5" Asphalt Plantmix Pavement for an Overlay	2183	TON	\$75.00	\$163,725.00	\$64.50	\$140,803.50	\$76.00	\$165,908.00
TOTAL					\$241,089.00		\$197,537.10		\$238,436.75

MINOR STREET OVERLAYS – 2016

PROJECT # 0-00-00-0-STR-2016-01



MAYOR
 REBECCA L. NOAH CASPER
CITY COUNCIL

BARBARA DEE EHARDT
 THOMAS HALLY
 DAVID M. SMITH

ED MAROHN
 JOHN B. RADFORD
 MICHELLE ZIEL-DINGMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
 CHRIS H FREDERICKSEN, P.E.

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

2016

AS BUILT:		
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY		
CITY OF IDAHO FALLS		
ENGINEERING DEPARTMENT		
MINOR STREET OVERLAYS-2016		
CHEK BY: K.J.F.	DSG BY: Y.G.	DWN BY: Y.G.
FILE NO. 0-00-00-0-STR-2015-01	DATE PLOTTED: 5-26-16	SHEET NO. 1 of 8
DWG NO. Titlepage		



MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: June 15, 2016

Subject: **RIGHT OF WAY AND EASEMENT VACATION – LOT 5, BLOCK 1 OF THE WESTRIDGE COMMERCIAL PLAZA FIRST AMENDED**

As earlier authorized, the City Attorney has prepared the attached documents to vacate the access right of way and easement at Lot 5, Block 1 of the Westridge Commercial Plaza First Amended.

Public Works recommends approval of this vacation; and, authorization for Mayor and City Clerk to sign the necessary documents.

Respectfully,

A handwritten signature in blue ink that reads "Chris H Fredericksen".

Chris H Fredericksen, P. E.
Public Works Director

Attachments

CF:jk

c: Mayor
Council
Fugal
Cox

2-37-22-1

2016-61

ORDINANCE NO. 2016-

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF A PORTION OF A RIGHT-OF-WAY AND EASEMENT LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED STREET 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, lot 5 of Block 1 of the Westridge Commercial Plaza First Amended has been split into two (2) parcels; and

WHEREAS, the north parcel has the only useful access to Old Butte Road, located on its property; and

WHEREAS, both parcels must share a single access to meet the City's access management standards; and

WHEREAS, the developer of the north parcel is willing to vacate its existing access and easement and move the access and easement approximately thirty-seven (37') feet to the south to accommodate both parcels.

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 property on Old Butte Road to the City of Idaho Falls, Bonneville County, Idaho, as also shown in Exhibit "A" attached hereto and incorporated herein is hereby vacated:

Vacating of Old Butte Road Access:

Part of the First Amended Plat of Westridge Commercial Plaza, Division No.1 in the City of Idaho Falls, (Instrument No. 1231671), being in the SW 1/4 of the NE 1/4 of Section 22, Township 2 North, Range 37 East, B.M., Bonneville County, Idaho described as:

Commencing at the N 1/4 corner of said Section 22; thence S 00°11'44" W 1806.89 feet along the N-S center section line; thence S 89°48'16" E 42.57 feet to the easterly right of way of Old Butte Road and the Point of Beginning; Thence along said right of way the following seven (7) courses: (1) N 60°12'20" E 28.19 feet; (2) Thence S 74°58'43" E 40.63 feet; (3) Thence N 15°01'17" E 60.00 feet; (4) Thence N 74°58'43" W 40.63 feet; (5) thence N 31°03'16" W 28.18 feet to a point of curve on the easterly right of way of Old Butte Road; (6) Thence right along said curve 79.56 feet, (Curve Data, D = 03°27'08" R = 1320.51 feet) Chord Bears S 14°35'49" W 79.55 feet to a point of reverse curve; (7) Thence left along said curve 19.87 feet, Curve Data, D = 00°55'58" R = 1220.51 feet) Chord Bears S 15°51'24" W 19.87 feet to the Point of Beginning.

Vacating of 20' PUE along Old Butte Road Access:

Part of the First Amended Plat of Westridge Commercial Plaza, Division No.1 in the City of Idaho Falls, (Instrument No. 1231671), being in the SW 1/4 of the NE 1/4 of Section 22, Township 2 North, Range 37 East, B.M., Bonneville County, Idaho described as:

Commencing at the N 1/4 corner of said Section 22; thence S 00°11'44" W 1806.89 feet along the N-S center section line; Thence S 89°48'16" E 42.57 feet to the easterly right of way of Old Butte Road and the Point of Beginning; Thence along said right of way the following four (4) courses: (1) N 60°12'20" E 28.19 feet; (2) Thence S 74°58'43" E 40.63 feet; (3) Thence N 15°01'17" E 60.00 feet; (4) Thence N 74°58'43" W 40.33 feet to a point of curve; Thence left along said curve 28.40 feet, (Curve Data, D = 1°12'50" R = 1340.51 feet) Chord Bears N 13°07'55" E 28.40 feet; Thence S 31°03'16" E 12.08 feet; Thence S 74°58'43" E 52.56 feet; thence S 15°01'17" W 100.00 feet; thence N 74°58'43" W 52.38 feet; Thence S 60°12'20" W 11.66 feet to a point of curve; Thence left along said curve 10.42 feet, (Curve Data, D = 00°29'51" R = 1200.51 feet) Chord Bears S 14°44'57" W 10.42 feet; Thence S 63°46'22" W 26.23 feet to a point of curve on the easterly right of way of Old Butte Road; Thence right along said curve 36.07 feet, (Curve Data, D = 1°41'35" R = 1220.51 feet) Chord Bears N 14°32'37" E 36.07 feet to the Point of Beginning.

SECTION 2. Exceptions from Vacation. Vacation of property described in Section 1 of this Ordinance shall not include franchise rights and utilities, including public utilities, existing as of the effective date of this Ordinance.

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:

1. Vacation of property shown in Exhibit "B" attached hereto and incorporated herein as follows, shall be to DLR Investments, LLC, whose mailing address is 1740 N. Bramble Lane, 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 June, 2016.

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 VACATION OF A PORTION OF A RIGHT-OF-WAY AND EASEMENT LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED STREET 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

LEGAL DESCRIPTION

Vacating of Old Butte Road Access

Part of the First Amended Plat of Westridge Commercial Plaza, Division No.1 in the City of Idaho Falls, (Instrument No. 1231671), being in the SW 1/4 of the NE 1/4 of Section 22, Township 2 North, Range 37 East, B.M., Bonneville County, Idaho described as:

Commencing at the N 1/4 corner of said Section 22; thence S 00°11'44" W 1806.89 feet along the N-S center section line; thence S 89°48'16" E 42.57 feet to the easterly right of way of Old Butte Road and the Point of Beginning; Thence along said right of way the following seven (7) courses: (1) N 60°12'20" E 28.19 feet; (2) Thence S 74°58'43" E 40.63 feet; (3) Thence N 15°01'17" E 60.00 feet; (4) Thence N 74°58'43" W 40.63 feet; (5) thence N 31°03'16" W 28.18 feet to a point of curve on the easterly right of way of Old Butte Road; (6) Thence right along said curve 79.56 feet, (Curve Data, D = 03°27'08" R = 1320.51 feet) Chord Bears S 14°35'49" W 79.55 feet to a point of reverse curve; (7) Thence left along said curve 19.87 feet, Curve Data, D = 00°55'58" R = 1220.51 feet) Chord Bears S 15°51'24" W 19.87 feet to the Point of Beginning.

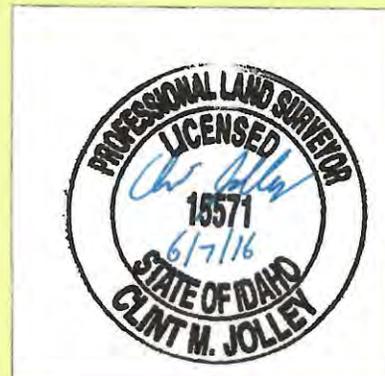
Vacating of 20' PUE along Old Butte Road Access

Part of the First Amended Plat of Westridge Commercial Plaza, Division No.1 in the City of Idaho Falls, (Instrument No. 1231671), being in the SW 1/4 of the NE 1/4 of Section 22, Township 2 North, Range 37 East, B.M., Bonneville County, Idaho described as:

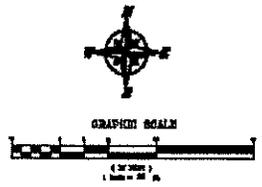
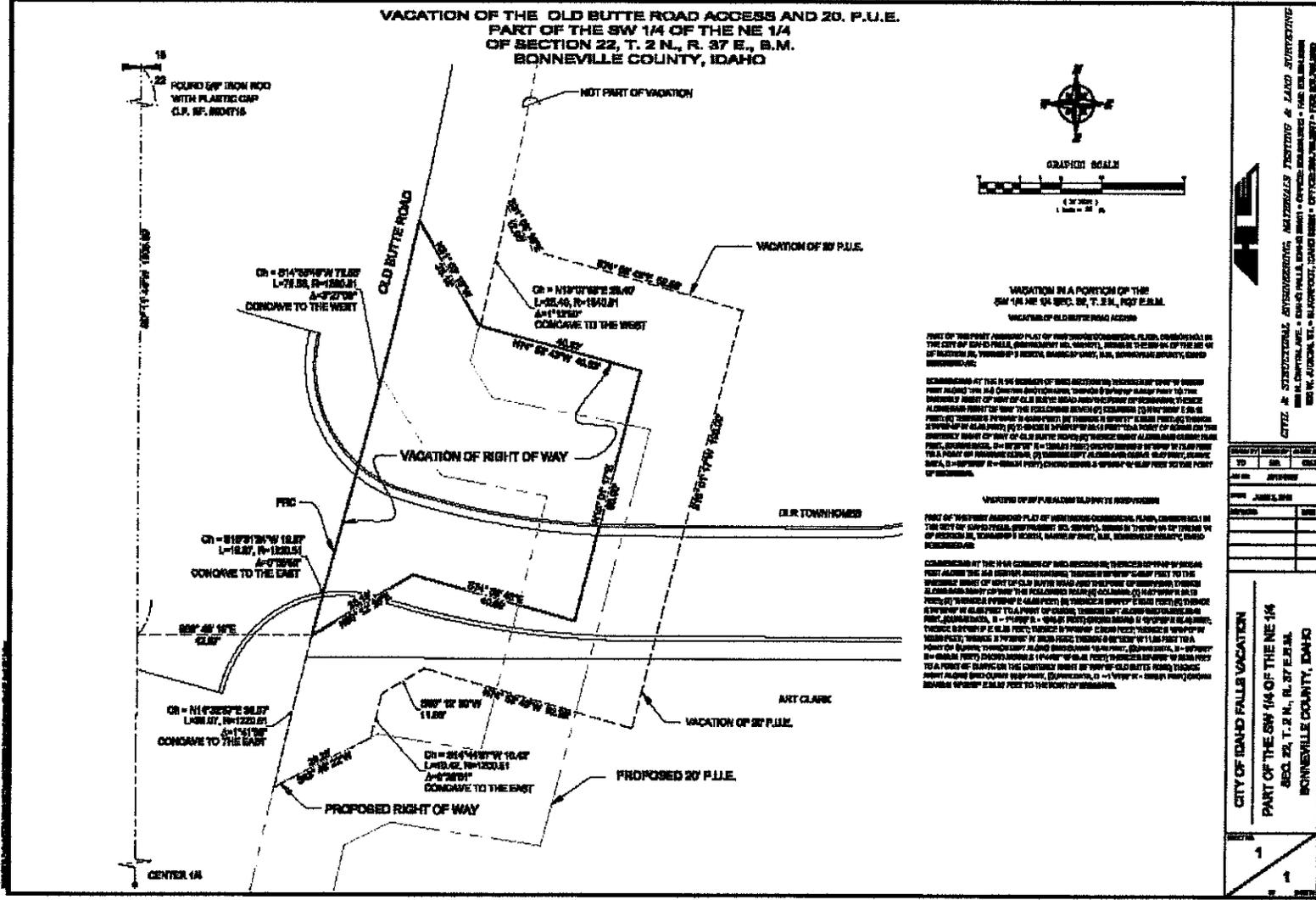
Commencing at the N 1/4 corner of said Section 22; thence S 00°11'44" W 1806.89 feet along the N-S center section line; Thence S 89°48'16" E 42.57 feet to the easterly right of way of Old Butte Road and the Point of Beginning; Thence along said right of way the following four (4) courses: (1) N 60°12'20" E 28.19 feet; (2) Thence S 74°58'43" E 40.63 feet; (3) Thence N 15°01'17" E 60.00 feet; (4) Thence N 74°58'43" W 40.33 feet to a point of curve; Thence left along said curve 28.40 feet, (Curve Data, D = 1°12'50" R = 1340.51 feet) Chord Bears N 13°07'55" E 28.40 feet; Thence S 31°03'16" E 12.08 feet; Thence S 74°58'43" E 52.56 feet; thence S 15°01'17" W 100.00 feet; thence N 74°58'43" W 52.38 feet; Thence S 60°12'20" W 11.66 feet to a point of curve; Thence left along said curve 10.42 feet, (Curve Data, D = 00°29'51" R = 1200.51 feet) Chord Bears S 14°44'57" W 10.42 feet; Thence S 63°46'22" W 26.23 feet to a point of curve on the easterly right of way of Old Butte Road; Thence right along said curve 36.07 feet, (Curve Data, D = 1°41'35" R = 1220.51 feet) Chord Bears N 14°32'37" E 36.07 feet to the Point of Beginning.

Submitted by:
Eng/Survey Firm Name: HLE
Contact Name: Clint Jolley
Phone Number: 208-524-0212
Email: clintj@hleinc.com

PLS Seal:



Page ___ of ___



VACATION IN A PORTION OF THE SW 1/4 NE 1/4 SEC. 22, T. 2 N., R. 37 E., B.M.
 VACATION OF OLD BUTTE ROAD ACCESS

PART OF THE PORTION AHEAD OF PLAN OF THE SW 1/4 NE 1/4 SEC. 22, T. 2 N., R. 37 E., B.M. BEING AS SHOWN ON THE MAP OF SECTION 22, T. 2 N., R. 37 E., B.M., BONNEVILLE COUNTY, IDAHO, BEING HEREBY VACATED.

CONSENTED BY THE NEAR ADJACENT OWNERS OF THE LANDS INTERESTED IN THE VACATION OF THE OLD BUTTE ROAD ACCESS, TO THE CITY OF SANDS FALLS, IDAHO, BEING AS SHOWN ON THE MAP OF SECTION 22, T. 2 N., R. 37 E., B.M., BONNEVILLE COUNTY, IDAHO, BEING HEREBY VACATED.

VACATION OF 20' P.U.E. INTERSECTION

PART OF THE PORTION AHEAD OF PLAN OF THE SW 1/4 NE 1/4 SEC. 22, T. 2 N., R. 37 E., B.M. BEING AS SHOWN ON THE MAP OF SECTION 22, T. 2 N., R. 37 E., B.M., BONNEVILLE COUNTY, IDAHO, BEING HEREBY VACATED.

CONSENTED BY THE NEAR ADJACENT OWNERS OF THE LANDS INTERESTED IN THE VACATION OF THE 20' P.U.E. INTERSECTION, TO THE CITY OF SANDS FALLS, IDAHO, BEING AS SHOWN ON THE MAP OF SECTION 22, T. 2 N., R. 37 E., B.M., BONNEVILLE COUNTY, IDAHO, BEING HEREBY VACATED.

CITY OF SANDS FALLS VACATION		
PART OF THE SW 1/4 OF THE NE 1/4 SEC. 22, T. 2 N., R. 37 E., B.M. BONNEVILLE COUNTY, IDAHO		
DATE	BY	FOR
JUNE 10, 2010	CLERK	ORDINANCE
1	2	

EXHIBIT B



MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: June 15, 2016

Subject: **PROFESSIONAL SERVICES AGREEMENT – SANITARY SEWER AND WATER CONNECTION FEE UPDATE**

Attached are two Professional Services Agreements with Galardi Rothstein Group, with respect to the Sanitary Sewer Connection Fee Update and the Water Connection Fee Update. Under the agreement, Galardi Rothstein Group will analyze the current connection fee structure and make recommendations for a projected fee schedule to accommodate capacity and growth needs.

These agreements for services include a not to exceed amount of \$13,675.00 for Sanitary Sewer and \$21,550.00 for Water. Both agreements have been reviewed by the City Attorney.

Public Works recommends approval of these professional services agreements; and, authorization for Mayor and City Clerk to sign the necessary documents.

Respectfully,

A handwritten signature in blue ink that reads "Chris H Fredericksen".

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: C Canfield

**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO
SEWER CONNECTIONS FEE UPDATE FOR THE
CITY OF IDAHO FALLS, IDAHO**

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO THE CITY OF IDAHO FALLS, IDAHO, SEWER CONNECTIONS FEE UPDATE (hereinafter "Agreement"), is made and entered into this ____ day of _____, 2016, 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 Galardi Rothstein Group, 14267 S. Maple Run Circle, Herriman, UT (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, CITY desires to accept a proposal to review and update the City Sewer Service connection fees structure; and

WHEREAS, CITY Public Works Department has selected the above-referenced firm to complete the Scope of Work identified herein; and

WHEREAS, CITY wishes CONSULTANT to complete the Scope of Work pursuant to this Agreement.

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

Scope of Work shall include scope of work described in CONSULTANT's response to CITY's Request for Proposal, in its Sewer Connection Fee Update Proposal (attached and incorporated herein and made a part of this Agreement by this reference), and as follows:

1. Determine System Capacity Needs: Review the CITY's current sewer capital plan and meet with CITY staff to gain an understanding of system design criteria; existing system available capacity and any service level deficiencies; and projected future system capacity and growth needs.
2. Develop Connection Fee Cost Basis and Unit Costs.
 - a. In evaluating facilities for inclusion in the reimbursement fee, CONSULTANT will consider factors including available capacity, replacement by future capital improvements, and historical funding sources.
 - b. CONSULTANT will develop a defensible approach for allocating the improvement costs between current and new system users.

- c. The reimbursement and improvement costs attributable to growth will be divided by the total projected growth units to determine system-wide unit costs of capacity.
3. **Develop Connection Fee Schedules.** To ensure that assessments appropriately recover the cost of system facilities from those customers most responsible for imposing new demands, this evaluation is supported by engineering and planning information on the design and operation of system capital facilities. CONSULTANT will work with CITY staff to evaluate alternative scaling measures and develop a water connection fee schedule that meets the objectives of CITY.
4. **Deliverables.** The updated connection fee methodology and relevant capital projects will be documented in a project report. The report will describe the methodological and policy framework, identify analytical assumptions, and present the connection fee calculations. Draft and final reports will be prepared.
5. **Meetings.** The following meetings will be scheduled:
 - a. **CIP & System Capacity Workshop:** an in-person meeting with CITY staff to discuss design criteria, existing system capacity, and sewer capital improvement projects; and
 - b. **Public meeting support** (e.g. work sessions or public presentations with the City Council) is NOT included in the budget for this proposal. The CITY understands that CONSULTANTS will need to increase the proposed fee for this proposal if the CITY does not move forward with the Water Connection Fee Study.
6. **City Provided Information.** AGREEMENT budget does not include resources to assist the CITY in the development or updating of sewer system information; the budget estimate assumes that the CITY will provide the relevant and updated system inputs (CIP, strength loading information, number of accounts by customer class, etc) required to complete the study.

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 an estimated "not-to-exceed" Thirteen Thousand Six Hundred Seventy-Five Dollars (\$13,675).
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.
5. CONSULTANT will not charge any travel expenses (mileage, hotel, meals, etc.) to CITY.
6. CONSULTANT will work with CITY to develop a detailed schedule of meetings and deliverables to meet project completion deadlines. The project duration will be approximately three (3) months for this study.

C. Data Requirements.

The data to support development of the connection fee methodology generally includes system planning, financial, and in some cases, billing system information. Since the CITY is currently in the process of implementing a new billing system, the proposed budget assumes that detailed data regarding the number of current sewer customers and existing rates is readily available. Unlike the water connection fee study, CONSULTANT will rely heavily on the CITY to provide information necessary for the completion of the project.

D. Right to Use Images and Published Materials.

CITY and CONSULTANT agree that CITY, with this Agreement, acquires the right to use the results of the Project and its image(s), including any portion of its image(s). The use of image(s) may include, but is not limited to, electronic and print promotion of CITY sponsored programs and functions. Image(s) may be provided to other entities, such as newspapers or other publishers, for inclusion in print advertisements, without cost to CITY or payment to CONSULTANT for use of such image(s).

Nothing in this section shall constrain CONSULTANT from using the PROJECT materials for other trainings or projects with other entities.

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 and completion date. 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. Compliance with Law.

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

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.

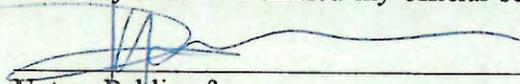
O. Non-discrimination.

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.

STATE OF Utah)
) ss:
County of Salt Lake)

On this 14 day of June, 2016, before me, the undersigned, a notary public, in and for said State, personally appeared Cody W. Stanger, known or identified to me to be the Principal of Galardi Rothstein Group, 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 Galardi Rothstein Group.

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



Notary Public of
Residing at: 13309 So. 5000 W. Hammway, UT 84096
My Commission Expires: Oct. 13, 2018



**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO
WATER CONNECTIONS FEE UPDATE FOR THE
CITY OF IDAHO FALLS, IDAHO**

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO THE CITY OF IDAHO FALLS, IDAHO, WATER CONNECTIONS FEE UPDATE (hereinafter "Agreement"), is made and entered into this ____ day of _____, 2016, 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 Galardi Rothstein Group, 14267 S. Maple Run Circle, Herriman, UT (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, CITY desires to accept a proposal to review and update the City Water Service connection fees structure; and

WHEREAS, CITY Public Works Department has selected the above-referenced firm to complete the Scope of Work identified herein; and

Whereas, CITY wishes CONSULTANT to complete the Scope of Work pursuant to this Agreement.

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

Scope of Work shall include scope of work described in CONSULTANT's response to CITY's Request for Proposal, in its Water Connection Fee Update Proposal (attached and incorporated herein and made a part of this Agreement by this reference), and as follows:

1. Determine System Capacity Needs: Review information from the master plan update and meet with City staff to gain an understanding of system design criteria; existing system available capacity and any service level deficiencies; and projected future system capacity and growth needs.
2. Develop Connection Fee Cost Basis and Unit Costs.
 - a. In evaluating facilities for inclusion in the reimbursement fee, CONSULTANT will consider factors including available capacity, replacement by future capital improvements, and historical funding sources.
 - b. CONSULTANT will develop a defensible approach for allocating the improvement costs between current and new system users.

- c. The reimbursement and improvement costs attributable to growth will be divided by the total projected growth units to determine system-wide unit costs of capacity.
3. **Develop Connection Fee Schedules.** To ensure that assessments appropriately recover the cost of system facilities from those customers most responsible for imposing new demands, this evaluation is supported by engineering and planning information on the design and operation of system capital facilities. CONSULTANT will work with City staff to evaluate alternative scaling measures and develop a water connection fee schedule that meets the objectives of City.
4. **Deliverables.** The updated connection fee methodology and relevant capital projects will be documented in a methodology memorandum. The memorandum will describe the methodological and policy framework, identify analytical assumptions, and present the fee calculations. Draft and final memoranda will be prepared.
5. **Meetings.** The following meetings will be scheduled:
 - a. **System Capacity Workshop:** an in-person meeting with City staff to discuss design criteria, existing system capacity, capital improvement projects in the Water Master Plan Update, and fee methodology options; and
 - b. Up to two (2) meetings with City Council to discuss the proposed fee methodology and updated fee schedule.

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 an estimated "not-to-exceed" Twenty-one Thousand Five Hundred Fifty Dollars (\$21,550).**
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.**

5. CONSULTANT will not charge any travel expenses (mileage, hotel, meals, etc.) to CITY.
6. CONSULTANT will work with CITY to develop a detailed schedule of meetings and deliverables to meet project completion deadlines. The project duration will be approximately two (2) months for this study.

C. Right to Use Images and Published Materials.

CITY and CONSULTANT agree that CITY, with this Agreement, acquires the right to use the results of the Project and its image(s), including any portion of its image(s). The use of image(s) may include, but is not limited to, electronic and print promotion of CITY sponsored programs and functions. Image(s) may be provided to other entities, such as newspapers or other publishers, for inclusion in print advertisements, without cost to CITY or payment to CONSULTANT for use of such image(s).

Nothing in this section shall constrain CONSULTANT from using the PROJECT materials for other trainings or projects with other entities.

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 and completion date. 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. Compliance with Law.

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

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"
Galardi Rothstein Group

By Cody Spang
Its: Principal

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2016, 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.

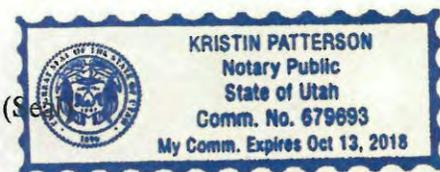
Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

(Seal)

STATE OF Utah)
) ss:
County of Salt Lake)

On this 14 day of June, 2016, before me, the undersigned, a notary public, in and for said State, personally appeared Cody W. Stanger, known or identified to me to be the principal of Galardi Rothstein Group, 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 Galardi Rothstein Group.

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~~ Utah
Residing at: 13369 So. 5600 W. Herriman, UT 84003
My Commission Expires: Oct 13, 2018



MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: June 15, 2016

Subject: **PROFESSIONAL SERVICES AGREEMENT – SANITARY SEWER RATE STUDY**

Attached is a Professional Services Agreement with Galardi Rothstein Group, with respect to the Sanitary Sewer Rate Study. Under the agreement, Galardi Rothstein Group will analyze the current Sanitary Sewer funding plan and create a rate model to meet city objectives.

This agreement for services include a not to exceed amount of \$24,640.00 and has been reviewed by the City Attorney.

Public Works recommends approval of this professional services agreement; and, authorization for Mayor and City Clerk to sign the necessary documents.

Respectfully,

A handwritten signature in blue ink that reads "Chris H Fredericksen".

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: C Canfield

**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO
SEWER RATE STUDY FOR THE CITY OF IDAHO FALLS, IDAHO**

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO THE CITY OF IDAHO FALLS, IDAHO, SEWER RATE STUDY (hereinafter "Agreement"), is made and entered into this ____ day of _____, 2016, 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 Galardi Rothstein Group, 14267 S. Maple Run Circle, Herriman, UT (hereinafter referred to as "CONSULTANT").

W I T N E S S E T H:

WHEREAS, CITY desires to accept a proposal to review and update the City Sewer Service rates; and

WHEREAS, CITY Public Works Department has selected the above-referenced firm to complete the Scope of Work identified herein; and

Whereas, CITY wishes CONSULTANT to complete the Scope of Work pursuant to this Agreement.

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

Scope of Work shall include scope of work described in CONSULTANT's response to CITY's Request for Proposal, in its Sewer Rate Study Proposal (attached and incorporated herein and made a part of this Agreement by this reference), and as follows:

1. Establish Revenue Requirements: CONSULTANT will update CITY's sewer system financial plan, including forecasts of rate revenues, non-rate revenues, expenses, and debt service. The updated financial plan will establish rate and non-rate revenue requirements for a 5-year period, from FY 2017 through FY 2021. The financial plan will include an updated capital improvement plan (CIP) that will be supplied by the CITY, as well as current operating budget information.
 - a. CONSULTANTS will develop a comprehensive CIP funding plan that balances the use of existing reserves, sewer connection fee revenues, and anticipated rate increases. CONSULTANTS will review the draft financial plan with the City and make any necessary adjustments to align the results with financial objectives.
 - b. With input from the CITY, CONSULTANTS will allocate capital and operating cost requirements to system functions. CONSULTANTS will then allocate system functions to service characteristics considered significant by the CITY. These service characteristics may include, but are not limited to, average flow,

wet weather flow, billing, and strength-related characteristics such as BOD and TSS (and, perhaps, Total Phosphorus and Ammonia). Allocation of functional costs to system service characteristics will rely heavily on input from the CITY, based on staff's experience in operating the sewer system and knowledge of the capital plan. Allocation of costs to customers in proportion to their use of service characteristics is the final step of the cost allocation process.

- c. CONSULTANT will create a rate model that establishes the cost allocation framework, then conduct a workshop with CITY to perform the cost allocation work based on operational and capital investment strategies. Throughout the process, CONSULTANT will offer guidance based on industry standards but final cost allocation decisions will necessarily rely on CITY's expertise in operating and managing the sewer system.

3. Rate Design and Bill Impacts. After consulting with CITY regarding draft results, CONSULTANT will produce a five-year schedule that outlines rates and charges for unmetered residential customers, unmetered commercial customers that have been assigned to the new water customer categories, metered commercial customers, and individual wholesale or industrial users. The IBSD rate will be calculated based on the formula outlined in the Memorandum of Understanding using updated cost allocation metrics from the rate analysis. The septic haulers rate will also be updated.

As CITY continues implementation of a new billing system, a final step of the rate design process will be determining how projected sewer system revenues compare to existing rate revenues once the new unmetered commercial class structure is finalized.

CONSULTANT will calculate the proposed bill impacts for each class of customers. The bill impact analysis will compare cost information from the existing rate structure to expected monthly costs under proposed rates for FY 2017.

4. Deliverables. The updated sewer rate schedule will be documented in a project report. The report will describe the methodological approach, identify analytical assumptions, describe—in detail—the cost allocation process, and present the updated sewer rate schedule and bill impacts. Draft and final reports will be prepared.

5. Meetings. The following meetings will be scheduled:

- a. Cost Allocation Workshop: an in-person meeting with CITY staff to allocate costs to functions, allocated functionalized costs to service characteristics, and discuss each customer's use of those service characteristics within the sewer system; and
- b. Public meeting support (e.g. work sessions or public presentations with the City Council) is NOT included in the budget for this proposal. The CITY understands that CONSULTANTS will need to increase the proposed fee for this

proposal if the CITY does not move forward with the Water Connection Fee Study.

6. City Provided Information. AGREEMENT budget does not include resources to assist the CITY in the development or updating of sewer system information; the budget estimate assumes that the CITY will provide the relevant and updated system inputs (CIP, strength loading information, number of accounts by customer class, etc) required to complete the study.

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 an estimated "not-to-exceed" Twenty-Four Thousand Six Hundred Forty Dollars (\$24,640).
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.
5. CONSULTANT will not charge any travel expenses (mileage, hotel, meals, etc.) to CITY.
6. CONSULTANT will work with CITY to develop a detailed schedule of meetings and deliverables to meet project completion deadlines. The project duration will be approximately three (3) to four (4) months for this study.

C. Data Requirements.

The data to support development of revised sewer rates includes financial and billing system information. Since the CITY is currently in the process of implementing a new billing system, the proposed budget assumes that detailed data regarding the number of current sewer customers and existing rates is readily available. CONSULTANT will rely heavily on the CITY to provide cost allocation assumptions and other data (outlined below) for the completion of the project.

D. Right to Use Images and Published Materials.

CITY and CONSULTANT agree that CITY, with this Agreement, acquires the right to use the results of the Project and its image(s), including any portion of its image(s). The use of image(s) may include, but is not limited to, electronic and print promotion of CITY sponsored programs and functions. Image(s) may be provided to other entities, such as newspapers or other publishers, for inclusion in print advertisements, without cost to CITY or payment to CONSULTANT for use of such image(s).

Nothing in this section shall constrain CONSULTANT from using the PROJECT materials for other trainings or projects with other entities.

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 and completion date. 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. Compliance with Law.

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

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"
Galardi Rothstein Group

By Cody Spivey
Its: Principal

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2016, 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.

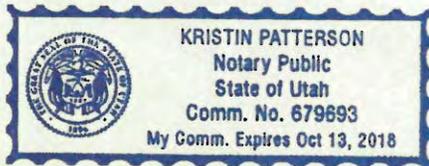
Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

(Seal)

STATE OF Utah)
) ss:
County of Salt Lake)

On this 14 day of June, 2016, before me, the undersigned, a notary public, in and for said State, personally appeared Cody W. Stanger, known or identified to me to be the Principal of Galardi Rothstein Group, 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 Galardi Rothstein Group.

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



Notary Public of
Residing at: 13309 So. Elmwood Hammock St Ogden
My Commission Expires: Oct. 13, 2018

(Seal)



MEMORANDUM

TO: Rebecca Casper, Mayor
FROM: Mark McBride, Chief of Police
DATE: 15 June 2016
RE: Council Meeting Agenda/Leave of Absence Without Pay

The Police Department respectfully requests that a leave of absence without pay for a department employee be placed on the City Council Meeting Agenda for 20 June 2016.

Annake Scholes, an employee with the City of Idaho Falls, has provided a waiver allowing for a discussion and disclosure of information, related to her employment and health, necessary to make a determination about her request for a leave of absence without pay.

Annake has been employed with the City of Idaho Falls since January, 2016. She is not eligible for Family Medical Leave, which requires employment with the City for one year. Annake intends to take up to 12 weeks off for delivery and care of her new born child. Annake began her absence on 6 June 2016, at the direction of her physician. She currently has paid benefits that would last until approximately 23 June 2016.

COUNCIL MEETING AGENDA ACTION: In accordance with City policy XXIV, I respectfully request that the Mayor and Council consider and grant Annake Scholes, Police Administrative Assistant, Leave without Pay through 29 August 2016; and that her eligibility for benefits remain whole during her absence.

/lh
MCBRIDE-018.2016 LWOP MEMO



MEMORANDUM

To: Honorable Mayor and City Council

From: Greg A. Weitzel, Director, Parks and Recreation Department

Date: June 15, 2016

Subject: **RIGHT OF WAY GRANT**

Mayor and Council:

Attached for your consideration is a Right-of-Way Grant with the Bureau of Land Management for the proposed right-of-way, Serial Number IDI-38145, for facilities on public land associated with Idaho Falls Raceway at Noise Park and an access road.

The City of Idaho Falls entered into an agreement in 1967 with the Idaho Army National Guard for the described right-of-way. However, during the process of P&R applying for a grant for Idaho Falls Raceway at Noise Park, it was discovered that the BLM was the land owner, not the Idaho Army National Guard. This grant will expire in 2046. There are no fees associated with this ROW. This agreement has been reviewed and approved by the City attorney.

The Parks and Recreation Department respectfully requests approval and authorization for the Mayor to execute said agreement with the Bureau of Land Management.

Respectfully,



Greg A Weitzel
Department of Parks and Recreation

laj

Attachment

cc: Mayor
City Clerk
File



United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Upper Snake Field Office
1405 Hollipark Drive
Idaho Falls, Idaho 83401
(208) 524-7500



Reply to:
IDI-38145

May 31, 2016

Chandra Witt
General Services Administrator
City of Idaho Falls
PO Box 50220
Idaho Falls, Idaho 83405

Dear Ms. Witt:

Enclosed are two copies of an unsigned right-of-way (ROW) grant (BLM Form 2800-14) for the proposed right-of-way (ROW), serial number IDI-38145, for the facilities on public land associated with the Noise Park and an access road. Please review the document and if it meets with the City's approval, have the appropriate person sign and date both copies and return to the address shown above. Upon our receipt of the signed documents we will issue the ROW grant, absent any other unresolved issues. According to regulations found at 43 CFR 2806.14(b), this authorization is exempt from rental fees.

Please return **BOTH** signed copies of the grant. If you have any questions contact Becky Lazdauskas, Realty Specialist, at 208-524-7521.

Sincerely,


city for Jeremy Casterson
Field Manager

Enclosures:
Two Unsigned Right-of-Way Grants, IDI-38145

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT

SERIAL NUMBER IDI-38145

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

CITY OF IDAHO FALLS
PARK AND RECREATION
PO Box 50220
IDAHO FALLS, IDAHO 83405

receives a right to operate, maintain, and terminate AN EXISTING ACCESS ROAD (CINDER BUTTE ROAD) on public lands described as follows:

Boise Meridian, Idaho Bonneville County
T. 2 N., R. 36 E.,
Section 12: Lot 4 AND

receives a right to operate, maintain, and terminate EXISTING FACILITIES ASSOCIATED WITH NOISE PARK on public lands described as follows:

Boise Meridian, Idaho Bonneville County
T. 2 N., R. 36 E.,
Section 11: S½SW¼

See Exhibit A
Dated May 23, 2016

- Existing access road to sanitary disposal area, referred to as Cinder Butte Road
Approximately 1,320 feet in length by 25 feet wide or 0.75 acres
- Existing parking area, approximately 3 acres
- Existing motocross trails 2,350 feet by 5 feet or 0.23 acres
- Existing entrance roadway, fenced approximately 950 feet by 25 feet or 0.55 acres
- Existing signs and building (240 square feet), 1.5 acres more or less

b. The right-of-way area granted herein contains 6.3 acres, more or less.

c. This instrument shall terminate on December 31, 2046, approximately 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified

pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

- d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental: EXEMPT

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1) for a term or 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The map set forth in Exhibits A , dated May 31, 2016 , attached hereto, is incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. The holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the right-of-way.
- f. Holder shall remove only the minimum amount of vegetation necessary for the use and maintenance of the existing road and facilities.

- g. Right-of-way shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. 'Waste' means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.**
- h. Use of all pesticides (including fungicides, herbicides, insecticides, etc.) shall comply with the applicable Federal and State laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.**
- i. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).**
- j. No equipment servicing, refueling, or storage of fuels or lubricants would be allowed on the right-of-way.**
- k. The holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the authorized officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.**
- l. The holder of right-of-way No. ID-38145 agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.) on the right-of-way (unless the release or threatened release is wholly unrelated to the right-of-way holder's activity on the right-of-way.) This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.**

- m. There is reserved to the Authorized Officer, the right to grant additional rights-of-way or permits for compatible use on, over, under, or adjacent to the land involved in this grant.**
- n. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.**
- o. Pursuant to 43 CFR 10.4(g), the holder of this authorization must immediately notify the authorized officer by telephone, with written confirmation, upon the discovery of human remains, funerary items, sacred objects, or objects of cultural patrimony. Further, pursuant to 43 CFR 10.4(c) and (d), the holder must stop activities in the vicinity of the discovery and protect it for 30 days or until notified to proceed by the authorized officer.**
- p. Ninety (90) days prior to termination of the right-of-way, the holder shall contact the authorized officer to arrange a joint inspection of the right-of-way. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include, but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or seeding. The authorized officer must approve the plan in writing prior to the holder's commencement of any termination activities.**

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant.

CITY OF IDAHO FALLS

BUREAU OF LAND MANAGEMENT

(Signature of Holder)

(Signature of Authorized Officer)

(Title)

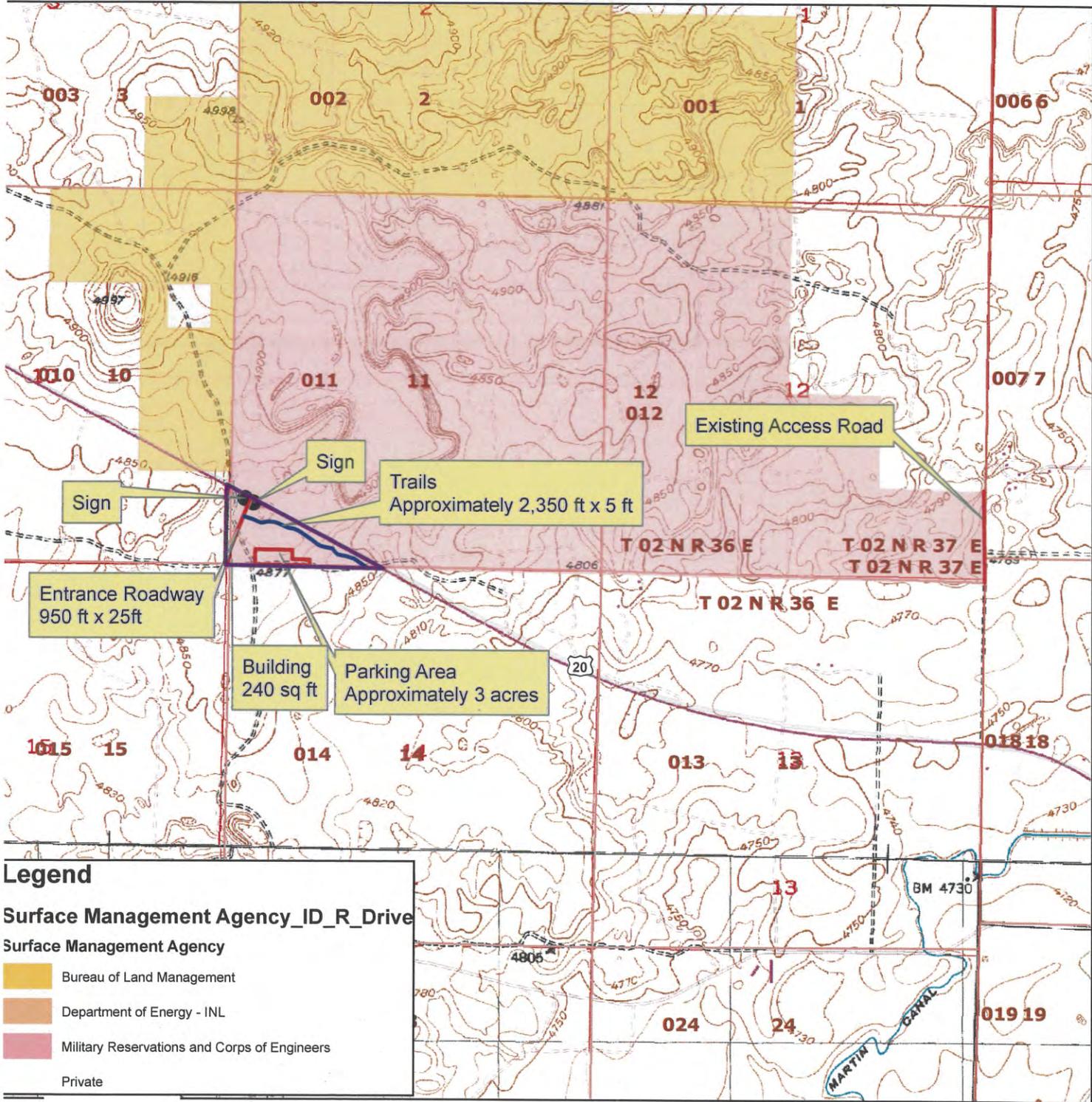
(Title)

(Date)

(Effective Date of Grant)

IDI-38125 City of Idaho Falls Right-of-Way Access Road and Noise Park Facilities

**Exhibit A
Noise Park Area
May 31, 2016**

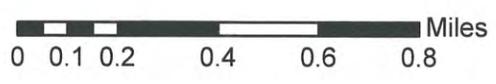


Legend

Surface Management Agency_ID_R_Drive

Surface Management Agency

- Bureau of Land Management
- Department of Energy - INL
- Military Reservations and Corps of Engineers
- Private



No warranty is made by the Bureau of Land Management (BLM). The accuracy, reliability, or completeness of these data for individual use or aggregate use with other data is not guaranteed. The following cannot be made Section 508 compliant. For help with its data or information, please contact the BLM Idaho State Office Webmaster at 208-373-4000.



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig H. Davis, Airport Director

DATE: June 20, 2016

SUBJECT: **Work Orders 16-03, 16-04 and 16-05 with T-O Engineers
FAA AIP Project No. 3-16-0018-041-2016
Design Services for Land Acquisition, TWY A Rehabilitation and N.
Terminal Expansion Projects**

Attached for your consideration are Work Orders 16-03, 16-04 and 16-05 under the approved Master Professional Services Agreement between the City of Idaho Falls and T-O Engineers, Inc. for the following 2016 FAA AIP 41 Grant design projects:

16-03: Land Acquisition Services for Runway 2/20 Protection Zones. Cost: \$158,480.00
16-04: Design of Rehabilitation of Taxiway A, C and Connecting Taxiways. Cost: \$504,140.00
16-05: Design Concept and Budget Report for N. Terminal Expansion. Cost: \$111,296.00

These projects have been approved to be funded through the FAA AIP 41 Grant at 93.75% with the remaining costs covered under Airport budgeted funds.

The City Attorney has reviewed said work orders.

The Airport Department respectfully requests approval and authorization for the Mayor and City Clerk to sign and execute said document.

Respectfully submitted,



Craig H. Davis
Airport Director

c: City Clerk
FAA AIP 41 2016 Grant File

**WORK ORDER 16-03
IDAHO FALLS REGIONAL AIRPORT (IDA)
IDAHO FALLS, IDAHO
LAND ACQUISITION SERVICES**

This Work Order shall be attached to, made a part of, and incorporated by reference into a Master Professional Services Agreement between the City of Idaho Falls and T-O Engineers, Inc., dated March 2014.

SCOPE OF WORK

The Scope of Work, dated May 18, 2016 for this effort is attached as Exhibit A. This document describes the anticipated work effort and schedule in detail.

FEES

Fees for services provided under this Work Order will be determined and billed on a Time and Materials basis as follows:

- **Total Fee:** **\$158,480.00**

Fees for the phases of work will be calculated with the methods listed above, as defined in the Agreement. Fees have been calculated using Consultant's current Fee Schedule. A detailed Fee Proposal, dated May 18, 2016 is attached as Exhibit B.

IN WITNESS WHEREOF, Client and Consultant have made and executed this WORK ORDER 16-03 to the AGREEMENT the day and year first above written.

FOR: CITY OF IDAHO FALLS,

By: _____
Title: _____
Date: _____

FOR: T-O ENGINEERS, INC.



By: David A. Mitchell, P.E.
Title: Aviation Services Manager/Vice President
Date: June 7, 2016

EXHIBIT A

**DESCRIPTION OF PROJECT AND
SCOPE OF PROFESSIONAL SERVICES**

This page intentionally left blank.

EXHIBIT A
WORK ORDER 16-03
IDAHO FALLS REGIONAL AIRPORT (IDA)
IDAHO FALLS, IDAHO
LAND ACQUISITION SERVICES

INTRODUCTION

The Idaho Falls Regional Airport is located in and owned by the City of Idaho Falls, Idaho. The airport serves Eastern Idaho, Southern Montana, and Western Wyoming. The airport also serves as an access point to multiple tourist destinations including Yellowstone National Park, Grand Teton National Park, Jackson Hole, Wyoming and Sun Valley, Idaho.

The airport intends to proceed with project tasks related to acquisition of several parcels of land (see attached Exhibits). The land will be acquired to ensure control of the Runway Protection Zone (RPZ) and Building Restriction Line (BRL) and to protect land use on these parcels. The parcels are adjacent to the north and south ends of Runway 2-20 and are currently used for agricultural purposes. The north and south areas are discussed below, respectively.

NORTH END:

The RPZ on the north end of Runway 2-20 intersects two (2) parcels of privately owned land. These parcels are encumbered by two (2) different aviation related easements. Exhibit C depicts the north RPZ and the aforementioned parcels.

1. Parcel RP02N37E027213 consists of approximately 67 acres and is located to the northwest of the north RPZ. A portion of the RPZ intersects the southwest corner of this parcel. The property is zoned agricultural (A-1) and is leased for farming.

There is an existing "aviation easement", recorded instrument 452639, ensuring the area remain free and clear of obstructions or hazards to the flight of aircraft. However, instrument 452639 is not inclusive of the entire area of the RPZ. Exhibit C depicts the area within the RPZ that is currently unprotected. It is known the owner of this parcel listed on the Bonneville County Assessors records is deceased. It is assumed additional effort will be required to identify and contact the current property owner.

The City of Idaho Falls seeks the fee simple purchase of this parcel.

2. Parcel RP02N37E016025 consists of approximately 5.2 acres and is located predominantly in the west half of the north RPZ. According to county records, this parcel shows the same ownership as the parcel above. A large portion of the area under the RPZ is protected by an aviation easement, recorded instrument 452639. The property is zoned agricultural (A-1) and is leased for farming. There are abandoned agricultural buildings and a former residence located on this parcel.

Instrument 452639 is not inclusive of the entire area under the RPZ. A second easement, recorded instrument 126/435, provides a "perpetual flight easement" on the southeast corner of this parcel. This perpetual flight easement does not provide protection from obstructions or other hazards to flight. Exhibit C depicts the area within the RPZ that is currently unprotected.

The City of Idaho Falls seeks the fee simple purchase of this parcel.

SOUTH END:

The RPZ on the south end of Runway 2-20 intersects one (1) parcel of privately owned land. Exhibit D depicts the south RPZ and the aforementioned parcel.

1. Parcel RP02N37E157489 consists of approximately 25.9 acres and is located southeast of the south RPZ. A portion of the RPZ intersects the northern portion of this parcel. Additionally, the BRL intersects a portion of this parcel. The property is zoned agricultural (A-1) and is currently used as part of a dairy operation. The portion of the property to be acquired includes a process water pond associated with wastewater from the milk processing facility. The process water pond is part of the Dairy's Nutrient Management Plan (NMP) regulated by the Idaho Department of Agriculture and is essential to their operation as a dairy. There are no known easements on this parcel protecting the RPZ or BRL.

The City of Idaho Falls seeks the fee simple purchase of a portion of this parcel. Exhibit D depicts the subject portion of this parcel. Additionally, the existing process water pond will be relocated to the east of its present location. The relocation of the pond is necessary to avoid future environmental issues and mitigate a potential wildlife attractant. Purchase of the subject portion of the parcel will include a provision for the City of Idaho Falls to relocate the process water pond off the parcel to be acquired, at the City's expense. The agreement will also include a provision for the City and Dairy to enter into a lease for the dairy to continue agricultural use of the parcel acquired.

The parcel is surrounded by the City of Idaho Falls but has never been annexed. Bonneville County retains jurisdiction over improvements on this parcel including the proposed relocation of the process water pond.

This Scope of Services assumes a Record of Survey (ROS) and legal description do not exist for any parcels and that a boundary survey, ROS, and legal description must be completed for all parcels, including the split of Parcel RP02N37E157489.

SCOPE OF WORK

The following outlines the Scope of Work and services to be provided as part of this planning study. The following sections provide a narrative description of the effort and tasks associated with each identified study task:

- Study Design, Project Management and Coordination
- Land Acquisition assistance
- Process Pond Relocation design, bidding and construction administration
- Property Survey Services

The services of several subconsultants will be required to complete the work including the services of certified appraisers (as the primary and review appraisers), a negotiator and a local surveyor (to collect topographic data).

TASK 1 - ADMINISTRATION

During the course of the Project the following general administrative services shall be provided.

- 1.1 Formulate Scope of Work and Project Approach. Define Scope of Work, priorities, schedules and formulate the project approach. Prepare a work task narrative. Evaluate each parcel to ensure requirements of the Uniform Act can be met.
- 1.2 Prepare Work Order including Scope of Work and Fee Estimate prepared in Task 1.1 and submit to the Owner for approval.
- 1.3 Provide Scope of Work and blank cost proposal spreadsheet to Owner for use in obtaining an

- Independent Fee Estimator for review. One teleconference is anticipated to describe and discuss the project scope.
- 1.4 Meetings. Attend up to two project organization meetings with officials from the City of Idaho Falls and Bonneville County.
 - 1.5 Advise City of FAA compliance documentation and procedural requirements. Provide support to the City for coordination and guidance through the land acquisition process.
 - 1.6 Project management and administration to include monthly cost accounting and budget analysis, invoicing and monitoring of project progress.
 - 1.7 Travel Time – Task 1. It is assumed there will be two meetings in Idaho Falls and the Project Manager will attend these meetings.

TASK 2 - LAND ACQUISITION ACTIVITIES

- 2.1 Land Acquisition Exhibits. Prepare exhibits of land to be acquired for use by FAA and City of Idaho Falls. Exhibits are anticipated to show land to be acquired, approximate property boundaries and airport imaginary surfaces.
- 2.2 Environmental review. Prepare a categorical exclusion (CATEX) checklist for property acquisition. Specific tasks related to the CATEX include:
 - 2.2.1 Description of project and property to be acquired. Description will reference the land acquisition exhibits prepared by T-O Engineers.
 - 2.2.2 Address the resource categories specified by FAA Order 1050.1E and FAA Order 5050.4B.
 - 2.2.3 Submit draft CATEX to FAA staff for review and comment. Address comments and finalize CATEX document.
 - 2.2.4 Prepare Phase 1 Environmental Site Assessment for each parcel to be acquired.
- 2.3 Formulate approach for process pond relocation. Research regulatory and local requirements for relocation of pond. Design and Construction services will be provided under a separate task.
- 2.4 Property Owner Meetings. Hold two meetings to brief property owners on FAA land acquisition process. FAA Order 5100.37B Change 2 (3/14/08) and FAA AC 150/5100-17 Change 6 (11/07/05) will be utilized as guidance documents for meetings. Meetings are anticipated to be held in Idaho Falls, Idaho.
- 2.5 Coordinate with Appraiser. Communicate and coordinate with Appraiser regarding appraisal process. Provide appraisal reports to City and FAA.
- 2.6 Coordinate with Review Appraiser. Communicate and coordinate with Review Appraiser regarding review appraisal process. Provide review appraisal reports to City and FAA.
- 2.7 Coordinate with Negotiator/Relocation Specialist. Communicate with Negotiator regarding negotiation process between property owners and City. Provide required information to City and FAA.
- 2.8 Coordinate with Client and FAA. General coordination with Client and FAA during the appraisal, review appraisal and negotiation process required for land acquisition.
- 2.9 Travel Time – Task 2. It is assumed there will be two meetings in Idaho Falls and the Project Manager will attend these meetings

TASK 3 - PROCESS POND RELOCATION ACTIVITIES

- 3.1 Coordinate with agencies for Process Pond relocation. The process water pond is part of Reeds Dairy's Nutrient Management Plan (NMP) regulated by the Idaho Department of Agriculture. As such, coordination with the Department of Agriculture, Bonneville County and the City of Idaho Falls will be required during the planning, design and construction process.
- 3.2 Coordinate with survey subconsultant to perform topographic survey required. Coordinate with Reed's Dairy for access to site. A qualified survey subconsultant will collect the required data for the project. After data has been collected, Engineer shall analyze and incorporate the data into the project base map for use in subsequent phases of the project.
- 3.3 Prepare preliminary design plans and specifications for Process Pond relocation.
- 3.4 Submit plans and specifications to Reed's Dairy, Idaho Department of Agriculture, Bonneville County and City of Idaho Falls for review.
- 3.5 Attend Bonneville County Planning and Zoning meeting to present the process pond relocation.
- 3.6 Incorporate comments from agencies and Reed's Dairy into the final plans and specifications.
- 3.7 As the construction of the relocated pond will take place on property not controlled by the sponsor, a temporary construction easement will be prepared for construction of the pond. The easement will be reviewed by the City attorney, the FAA and the property owner.
- 3.8 Conduct informal bidding process for procurements less than \$100,000 in accordance with Idaho Code and FAA regulations.
 - 3.8.1 Administer the bidding process, including contacting at least three contractors for the proposed improvements.
 - 3.8.2 Respond to contractor questions during the bidding process and issue addenda if necessary.
 - 3.8.3 Assist the Client with review and analysis of quotes received. Provide Engineer's letter of Recommendation of Award to Client. Prepare detailed Quote Tabulations documenting bid results and submit to Client and FAA.
 - 3.8.4 Prepare and distribute Notice of Award, Construction Agreement and other contract documents for each contract. Review Construction Agreement, bonds and insurance documents submitted by Contractor, and assist Client and Contractor in processing documents for the project.
 - 3.8.5 Coordinate with FAA and Client throughout the bidding and award process.
- 3.9 Provide Pre-Construction coordination, review contractor's Work Schedule and coordinate construction activity schedule with Agencies and Reed's Dairy.
- 3.10 Provide one part time project representative to monitor and document construction activities, conformance with schedules, plans and specifications; review and document construction quantities; document significant conversations, situations, events or changed conditions; document input or visits from local authorities and officials; prepare and submit routine inspection reports; maintain a project diary. It is assumed that the work will be completed in three (3) weeks which will include construction of a new process water pond and abandoning the existing pond. The part time project representative will make one visit per week to the project site not including the final inspection.

- 3.11 Provide office administration support and assistance as construction activities may require.
- 3.12 Review and approve Contractor monthly Pay Requests. Submit approved pay requests to the Client for approval and payment.
- 3.13 Conduct Final Completion Inspection with Reed's Dairy, Client, and Contractor. Advise and coordinate with FAA of inspection date. Produce final completion inspection certificates and document "punch list" items. It is anticipated that project manager and resident project representative will attend the inspection at the Idaho Falls Regional Airport.
- 3.14 Assist Client with review of Contractor Wage and EEO documentation review.
- 3.15 Prepare, negotiate and process Contract Change Orders/Supplemental Agreements, as required. Man-hour estimates and costs are to be based on normal construction events as experienced by the Consultant for projects of this type and size.
- 3.16 Coordinate with Client and FAA throughout the construction process. Submit required construction documentation, including weekly activity report forms, mix designs, change orders, etc. Coordinate with Client and FAA verbally concerning change orders, as required.
- 3.17 Travel Time – Task 3. It is assumed there will be six trips to Idaho Falls required. Two trips for the Project Manager and four trips for the Resident Project Representative.

TASK 4 - SURVEYING/MAPPING

- 4.1 Verify Legal Description. Coordinate and/or perform research of property at Title Company and County Assessor's office for all parcels scheduled for acquisition and discussed herein.
- 4.2 Boundary Survey. Prepare property boundary survey for Record of Survey. Set monuments to define property boundary for a portion of South Parcel. Parcel is shown on the attached Exhibit D.
- 4.3 Boundary Survey. Prepare property boundary survey for Record of Survey. Set monuments to define property boundary for North Parcels. Parcels are shown on the attached Exhibit C
- 4.4 Lot Split. Prepare lot split documents for North Parcels and prepare lot split documents for South Parcels if required.
- 4.5 Record of Survey. Prepare Record of Survey for the revised South Parcel. Prepare Record of Survey for North Parcels.
- 4.6 Prepare Legal Descriptions. Prepare legal descriptions for the revised South Parcel and North Parcel if required.
- 4.7 Update Airport Property Map. Update the Airport Property Map in the Airport Layout Plan set to show the parcels acquired during this project.
- 4.8 Travel Time – Task 4. It is assumed there will be two trips to Idaho Falls required for one project surveyor.

TASK 5 - FAA GRANT COORDINATION AND ADDITIONAL SERVICES

- 5.1 Administer subconsultant contracts and coordinate delivery of work products. It is anticipated that subconsultant services will be required in the following fields:
 - 5.1.1 Appraiser: The services of a certified federal appraiser will be required to appraise the properties to be acquired in accordance with FAA guidance and the Uniform Act.
 - 5.1.2 Review Appraiser: The services of a certified federal appraiser will be required to review

the appraisals prepared by the primary appraiser in accordance with FAA guidance and the Uniform Act.

- 5.1.3 Negotiator: The services of a negotiator will be required to assist with the purchase of the properties to be acquired.
- 5.1.4 Surveyor: The services of a subconsultant will be required to collect topographic information for design of the process pond relocation.
- 5.1.5 Environmental: The services of an environmental subconsultant will be required to conduct Phase 1 Environmental Site Assessments of the properties to be acquired.
- 5.2 Grant Administration/FAA Coordination. Monitor grant status and report financial status to client and FAA officials.
- 5.3 Prepare Requests for Reimbursement. Prepare FAA Request for Reimbursement (RFR) form for land acquisition costs during and following property acquisition and process pond relocation. Submit RFR form to City for approval.
- 5.4 Sponsor's Certification for Real Property Acquisition. Prepare and submit Final Application for Reimbursement, Sponsor's Certification for Real Property Acquisition to FAA officials.
- 5.5 Engineer's Final Report. Prepare and submit Engineer's/Sponsor's Final Report to FAA at project completion. Final Report will satisfy FAA requirements as listed in FAA handout titled "Engineer/Sponsor Final Report – Land".
- 5.6 Quarterly and Annual Reporting. Prepare and submit quarterly and annual reports to FAA.

EXCLUSIONS

The following items are not included in this Scope of Services:

- More than one appraisal or review appraisal per parcel.
- Preparation of the legal documents of sale or offer to purchase except for items listed in section 4.1.
- Environmental review requiring special studies or analysis beyond those listed in Section 2.2.
- Preparation or abandonment of utility easements and right-of-ways.
- Preparation of a Disadvantaged Business Enterprise (DBE) plan or goals.
- Any services, product or professional responsibility not specifically stated in Exhibit A, Description of Services.

Work associated with the above tasks is eligible for reimbursement from FAA/AIP grant funds following execution of the Grant. For land projects, FAA typically waits until a contract for purchase has been executed before a formal grant offer is prepared.

EXHIBIT B
BASIS OF COST ANALYSIS

This page intentionally left blank.

**Idaho Falls Regional Airport
Land Acquisition
Work Order 16-03
Fee Summary**

**AIP
Exhibit B
Basis of Cost Analysis
May 18, 2016**

Tasks 1-5

1. Personnel Costs

Classification	Title	Hours	Rate/Hour	Cost
PR	Principal	3	\$190.00	\$570.00
PM	Project Manager	271.5	\$150.00	\$40,725.00
PE	Project Engineer	81	\$135.00	\$10,935.00
DE	Design Engineer	44	\$90.00	\$3,960.00
EIT	Engineer-In-Training	186	\$85.00	\$15,810.00
CM	Construction Manager/Specifier	80	\$130.00	\$10,400.00
Insp	Inspector	132	\$100.00	\$13,200.00
CT	Survey Manager	15	\$140.00	\$2,100.00
SCC	Survey Crew Chief	30	\$115.00	\$3,450.00
Surv	Surveyor	71	\$90.00	\$6,390.00
Adm.	Administrative Assistant	18	\$65.00	\$1,170.00
Totals:		931.5		\$108,710.00
Average Rate/Hour			\$116.70	

2. Subconsultant Fees

Appraiser	\$14,000.00
Review Appraiser	\$7,500.00
Negotiator/Relocation Specialist	\$9,500.00
Survey	\$5,000.00
Environmental	\$6,000.00
Subtotal, Subconsultant Fees:	\$42,000.00

3. Reimbursable Expenses

Description	Number	Unit Cost	Cost
Vehicle Travel (Per Mile)	6600	\$0.65	\$4,290.00
Lodging (Per Night)	11	\$120.00	\$1,320.00
Airline Travel (Per Roundtrip)	0	\$0.00	\$0.00
Meals (Lump Sum)	1	\$500.00	\$500.00
GPS Survey Equipment (Per Hour)	12	\$55.00	\$660.00
Document Reproduction (Lump Sum)	1	\$500.00	\$500.00
Phone, Fax, Postage, Document Recording (Lump Sum)	1	\$500.00	\$500.00
Subtotal, Reimbursable Expenses			\$7,770.00

TOTAL FEE (1+2+3): \$158,480.00

Idaho Falls Regional Airport Land Acquisition Work Order 16-03 Labor Worksheet													AIP Exhibit B Basis of Cost Analysis May 18, 2016	
Task	Description	Personnel Hourly											Total Hours	Fee
		Prin \$190	PM \$150	PE \$135	DE \$90	EIT \$85	CM \$130	Insp \$100	SM \$140	SC \$115	Surv \$90	Adm. \$65		
Task 1 - Administration														
1.1	Prepare Scope of Work	2	24										26	\$ 3,980.00
1.2	Prepare Work Order and Fee Estimate		8										8	\$ 1,200.00
1.3	IFE Coordination		4										4	\$ 600.00
1.4	Meetings with Sponsor		10										10	\$ 1,500.00
1.5	Advise and Coordinate with Owner and FAA		6										6	\$ 900.00
1.6	Project Management		12									12	24	\$ 2,580.00
1.7	Travel Time - Phase 1		16										16	\$ 2,400.00
Subtotal, Task 1		2	80	0	0	0	0	0	0	0	0	0	12	\$ 13,160.00
Task 2 - Land Acquisition Activities														
2.1	Prepare Land Acquisition Exhibits		2	4		16							22	\$ 2,200.00
2.2	Environmental Review													
2.2.1	Prepare Description of Project		0.5	2									2.5	\$ 345.00
2.2.2	Prepare Draft CATEX Checklist		1	12									13	\$ 1,770.00
2.2.3	Prepare Final CATEX Checklist		2	8									10	\$ 1,380.00
2.2.4	Prepare Phase 1 ESAs		2										2	\$ 300.00
2.3	Process Pond Relocation Approach		4	12		8							24	\$ 2,900.00
2.4	Meetings with Property Owners		12										12	\$ 1,800.00
2.5	Coordinate with Appraiser		12										12	\$ 1,800.00
2.6	Coordinate with Review Appraiser		8										8	\$ 1,200.00
2.7	Coordinate with Negotiator		6										6	\$ 900.00
2.8	Coordination with FAA and Sponsor		8										8	\$ 1,200.00
2.9	Travel Time - Task 2		16										16	\$ 2,400.00
Subtotal, Task 2		0	73.5	38	0	24	0	0	0	0	0	0	135.5	\$ 18,195.00
Task 3 - Process Pond Relocation														
3.1	Agency Coordination		4	12									16	\$ 2,220.00
3.2	Coordinate Survey		4										4	\$ 600.00
3.3	Preliminary Pond Relocation Package		6	12	24	60	40						142	\$ 14,980.00
3.4	Owner, City and County Design Review		12										12	\$ 1,800.00
3.5	Planning and Zoning Review		6										6	\$ 900.00
3.6	Revise Plans and Specifications		2	4	6	12	8						32	\$ 3,440.00
3.7	Prepare Construction Easement		2						4	6	10		22	\$ 2,450.00
3.8	Conduct Informal Bidding Process													
3.8.1	Bid Administration		1	2	4	12	8						27	\$ 2,840.00
3.8.2	Contractor Questions/Addenda		2	4			4						10	\$ 1,360.00
3.8.3	Bid Review and Tabulation		0.5	1		4							5.5	\$ 550.00
3.8.4	Prepare Award Documents		1	2		8							11	\$ 1,100.00

Idaho Falls Regional Airport **AIP**
Land Acquisition **Exhibit B**
Work Order 16-03 **Basis of Cost Analysis**
Labor Worksheet **May 18, 2016**

Task	Description	Personnel Hourly											Total Hours	Fee
		Prin	PM	PE	DE	EIT	CM	Insp	SM	SC	Surv	Adm.		
		\$190	\$150	\$135	\$90	\$85	\$130	\$100	\$140	\$115	\$90	\$65		
3.8.5	Coordinate with FAA and Owner		6										6	\$ 900.00
3.9	Pre Construction Coordination		4				8	16				6	34	\$ 3,630.00
3.10	Construction Inspection							60					60	\$ 6,000.00
3.11	Office Administration		8				12	4					24	\$ 3,160.00
3.12	Contractor Pay Requests		2					6					8	\$ 900.00
3.13	Final Completion Inspection		4					4					8	\$ 1,000.00
3.14	Wage and EEO Review		1					8					9	\$ 950.00
3.15	Prepare Change Orders		2					6					8	\$ 900.00
3.16	Coordinate with FAA and Owner		1	2	4	16		4					27	\$ 2,540.00
3.17	Travel Time - Task 3		16					24					40	\$ 4,800.00
Subtotal, Task 3		0	84.5	39	38	112	80	132	4	6	10	6	511.5	\$ 57,020.00
Task 4 - Survey/Mapping														
4.1	Verify Legal/Property Description		0.5						1	2	4		7.5	\$ 805.00
4.2	Boundary Survey South Parcel								1	2	8		11	\$ 1,090.00
4.3	Boundary Survey North Parcel								1	2	8		11	\$ 1,090.00
4.4	Lot Split		0.5						2	4	4		10.5	\$ 1,175.00
4.5	Record of Survey								4	8	16		28	\$ 2,920.00
4.6	Legal Descriptions		0.5						2	4	8		14.5	\$ 1,535.00
4.7	Update Airport Property Map		1	2		16				2	4		25	\$ 2,370.00
4.8	Travel Time - Task 3										9		9	\$ 810.00
Subtotal, Task 4		0	2.5	2	0	16	0	0	11	24	61	0	116.5	\$ 11,795.00
Task 5 - Additional Services														
5.1	Coordinate with Subconsultants													
5.1.1	Appraiser	1	4										5	\$ 790.00
5.1.2	Review Appraiser		4										4	\$ 600.00
5.1.3	Negotiator		4										4	\$ 600.00
5.1.4	Surveyor		4										4	\$ 600.00
5.1.5	Environmental		4										4	\$ 600.00
5.2	Prepare Requests for Reimbursement		8										8	\$ 1,200.00
5.3	Prepare Sponsor's Certifications		1			6							7	\$ 660.00
5.4	Prepare Final Report		1	2	6	24							33	\$ 3,000.00
5.5	Prepare Quarterly and Annual Report		1			4							5	\$ 490.00
Subtotal, Task 5		1	31	2	6	34	0	0	0	0	0	0	74	\$ 8,540.00
Subtotal, Tasks 1-5		3	272	81	44	186	80	132	15	30	71	18	931.5	\$ 108,710.00

WORK ORDER 16-04
IDAHO FALLS REGIONAL AIRPORT (IDA)
IDAHO FALLS, IDAHO

**REHABILITATE/RECONFIGURE TAXIWAY A, TAXIWAY C AND CONNECTING TAXIWAYS.
REHABILITATE RUNWAY 2-20. UPDATE AIRFIELD SIGNS AND MARKINGS FOR
MAGNETIC DECLINATION ADJUSTMENT (DESIGN ONLY)**

This Work Order shall be attached to, made a part of, and incorporated by reference into a Master Professional Services Agreement between the City of Idaho Falls and T-O Engineers, Inc., dated March 2014.

SCOPE OF WORK

The Scope of Work, dated May 18, 2016 for this effort is attached as Exhibit A. This document describes the anticipated work effort and schedule in detail.

FEES

Fees for services provided under this Work Order will be determined and billed on a Lump Sum and Time and Materials basis as follows:

• Tasks 1-4 (Lump Sum)	\$354,745.00
• <u>Task 5 (Time and Materials)</u>	<u>\$149,395.00</u>
• Total Fee:	\$504,140.00

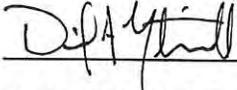
Fees for the phases of work will be calculated with the methods listed above, as defined in the Agreement. Fees have been calculated using Consultant's current Fee Schedule. A detailed Fee Proposal, dated May 18, 2016 is attached as Exhibit B.

IN WITNESS WHEREOF, Client and Consultant have made and executed this WORK ORDER 16-04 to the AGREEMENT the day and year first above written.

FOR: CITY OF IDAHO FALLS,

By: _____
Title: _____
Date: _____

FOR: T-O ENGINEERS, INC.



By: David A. Mitchell, P.E.
Title: Aviation Services Manager/Vice President
Date: June 7, 2016

EXHIBIT A

**DESCRIPTION OF PROJECT AND
SCOPE OF PROFESSIONAL SERVICES**

This page intentionally left blank.

**EXHIBIT A – SCOPE OF WORK
WORK ORDER 16-04
IDAHO FALLS REGIONAL AIRPORT (IDA)
IDAHO FALLS, IDAHO**

**REHABILITATE/RECONFIGURE TAXIWAY A, TAXIWAY C AND CONNECTING TAXIWAYS.
REHABILITATE RUNWAY 2-20. UPDATE AIRFIELD SIGNS AND MARKINGS FOR
MAGNETIC DECLINATION ADJUSTMENT (DESIGN ONLY)**

INTRODUCTION

The Idaho Falls Regional Airport is located in and owned by the City of Idaho Falls, Idaho. The airport serves Eastern Idaho, Southern Montana, and Western Wyoming. The airport also serves as an access point to multiple tourist destinations including Yellowstone National Park, Grand Teton National Park, Jackson Hole, Wyoming and Sun Valley, Idaho.

The airport intends to proceed with project tasks related to rehabilitation of Parallel Taxiway A and its connecting taxiways, Taxiway C and Runway 2-20. The project will also include reconfiguration of the intersection of Taxiway A and C as well as a change to the runway identifier numbers of Runway 2-20.

Proposed project work is to include the following generally described improvements:

1. Runway Rehabilitation and Magnetic Variation Adjustment.

The Owner intends to design a rehabilitation project consisting of crack fill, slurry/fog seal and remark of Runway 2-20. The project will include an update to the runway identifier markings, airfield signage and surface painted hold position markings associated with Runway 2-20.

2. Rehabilitate/Reconfigure Taxiway A and Rehabilitate Terminal Apron (Design Only)

The Owner intends to design a rehabilitation project for Taxiway A and Taxiway C to include reconfiguration of the intersection of Taxiways A and C to eliminate a potential hot spot. The method of rehabilitation (mill and overlay versus full or partial depth reconstruction) will be evaluated as part of the design process. In addition both Taxiway A and Taxiway C are currently 60 feet wide. Taxiway A serves as the parallel taxiway to Runway 2-20, the primary instrument runway while Taxiway C runs from the apron in front of the Red Baron Hangar across Runway 17-35 and Taxiway A to Runway 2-20. The width of each taxiway will be evaluated as part of this project to determine if the taxiways should be narrowed to TDG 2 (35 feet) or TDG 3/4 (50 feet), widened to TDG 5 (75 feet), or remain at their existing width.

There are five connecting taxiways from Taxiway A to Runway 2-20, in addition to the section of Taxiway C between Taxiway A and Runway 2-20. Taxiway A-2 received a mill and overlay in 2008 and Taxiway A-3 and A-5 were reconstructed in 2008. These taxiways are believed to be in good condition and are anticipated to only require routine maintenance. The remaining connecting Taxiways (A-1, C and A-4) will be rehabilitated as part of this project. Taxiway C between Runway 2-20 and Taxiway A is also more than 140 feet wide. The required pavement width and geometry will be evaluated as part of project. The section of Taxiway C between Taxiway A and Runway 17-35 will be reconfigured to enter Taxiway A at 90 degrees and prevent direct access to Runway 2-20. As the section of Taxiway C between Taxiway A and Runway 2-20 will no longer be contiguous to the remainder of Taxiway C, it is anticipated all connecting taxiways to Runway 2-20 will be renumbered as part of this project. Taxiway A-1 will remain

unchanged while the remaining connecting taxiways will be numbered sequentially from A-2 to A-6. This will require an update to the associated airfield signage and an update to the Airport Facility Directory. As described previously, the airfield signage will also be updated to account for the Runway Identifier change as part of this project.

Work associated with these projects includes only the design phase. It is anticipated the project will be bid and constructed in 2017. Services associated with bidding and construction will be provided under a separate work order, to be negotiated at a later date.

It is anticipated an FAA Airport Improvement Program (AIP) grant will fund 93.75% of eligible project costs (match for small hub and non-hub airports in Idaho is 93.75%). The Idaho Falls Regional Airport will provide all other required funds. The estimated construction budget for the work items is approximately \$5 million.

Design professional services to be provided shall include incidental planning, civil design, grant administration, preliminary design, final design, and the overall coordination of all phases of the project with the Owner and the FAA. Design Services and associated expenses will be provided on a lump sum basis.

Professional services anticipated include services necessary to accomplish the following:

- Contract Administration
- Planning and Formulation
- Preliminary Design
- Final Design
- Grant administration
- Closeout
- Coordination of all phases of the Project with the Owner and the FAA.

CONTRACTS AND BIDDING:

There will be one set of bidding and construction/delivery documents produced for the project. The bidding and construction documents will be structured to allow flexibility in award, depending on available funding. Bidding and construction services will be provided under a separate work order.

AVAILABLE INFORMATION:

- Design, construction and as-constructed drawings, survey data and geotechnical information from AIP 3-16-0018-028, 029, 036 and 039 projects, prepared by T-O Engineers.
- Master Plan and Airport Layout Plan (ALP) drawings prepared by Armstrong Consultants, 2010.

PROJECT SCHEDULE:

The following dates summarize the target completion of significant project tasks.

ACTIVITY	COMPLETION
Submit Draft Scope and Fee to Owner and FAA	April 2016
Complete Independent Fee Estimate Review	April 2016
Contract Negotiation Complete	June 2016
Contract Approval	June 2016
Complete Survey/Geotech	July 2016
Complete Planning and Formulation	October 2016
Complete Preliminary Design	December 2016
Complete Final Design	February 2017
Closeout	March 2017

Dates are subject to change, based on grant timing, weather and the needs of the Owner.

SCOPE OF PROFESSIONAL SERVICES

PHASE 1 - CONTRACT ADMINISTRATION

During the course of the Project the following general administrative services shall be provided.

- 1.1 Coordinate with Owner to evaluate scope, budget and approach to project. Travel to and meet with the Airport to discuss the project scope and approach.
- 1.2 Prepare a Work Order, including a detailed Scope of Work. Review the Scope with Owner and FAA and modify as necessary, based on comments received. The Work Order shall also include a detailed cost proposal based on estimates of professional service man hours, hourly rates and lump sum costs required to accomplish the design development and construction administration of the work.
- 1.3 Provide Scope of Work and blank cost proposal spreadsheet to Owner for use in obtaining an Independent Fee Estimator for review. One teleconference is anticipated to describe and discuss the project scope.
- 1.4 Advise and coordinate with Owner and FAA through the Phase 1 tasks.
- 1.5 Project management and administration to include monthly cost accounting and budget analysis, invoicing and monitoring of project progress.

PHASE 2 - PLANNING AND FORMULATION

The following Consultant tasks shall be considered planning and formulation relative to this project:

- 2.1 Prepare for and participate in a pre-design conference with FAA personnel and the Owner. This conference shall be conducted according to current guidance from the FAA Northwest Mountain Region. The conference will take place via conference call. After the meeting, prepare notes to document what was discussed.
- 2.2 Determine survey information required to design the project and prepare a scope of survey services. A qualified survey subconsultant will collect the required data for the project (see Phase 8). After data has been collected, Engineer shall analyze the data and prepare base drawings and digital terrain models for use in the analysis and design. Base drawings shall include all topographic information plus known underground utilities, structures, etc.
- 2.3 Determine geotechnical information required to design the project and prepare a scope of survey services. A qualified geotechnical subconsultant will collect the required data for the project (See Phase 8). The Engineer, shall have one representative onsite during field services. It is assumed the field services will take approximately two days to complete. Review geotechnical data and evaluate sections of Taxiway A and Taxiway C pavement for a mill and inlay versus partial or full depth reconstruction. Include work to coordinate with airport to develop estimated fleet mix for pavement strength requirements.
- 2.4 Prepare a preliminary surface and subsurface drainage design for disposal of storm drainage from the project areas. It is assumed that storm water will be disposed of in drywells, with pretreatment in grassy swales. Evaluate existing drainage and identify potential areas for

- improvement including areas between Taxiway A and the apron. Currently the Taxiway Object Free Area (TOFA) drops off significantly in these areas. The Fixed Base Operator (FBO) and Airport Operations have asked about the potential of reducing the grades in the TOFA. This will be evaluated as part of the design. Prepare a report for inclusion in the Engineer's Design Report.
- 2.5 Evaluate existing pavement geometry in accordance with AC 150/5300-13A. Develop an aircraft fleet mix to evaluate both ADG and TDG for the taxiway. It is anticipated the geometry of all taxiway/taxiway and taxiway/runway intersections may need to be modified to meet new taxiway fillet design criteria. The pavement width and horizontal layout of Taxiway A and Taxiway C will also be evaluated. These sections of taxiway are currently 60' wide and exceed the standard for TDG 3 but are narrower than the standard for TDG 4 and 5. The existing taxiway lighting system was installed in 2008 and is in good condition. Any narrowing or widening of the pavement would require relocation of the taxiway lights and signs.
 - 2.6 Prepare an exhibit to show the location of the new intersection of Taxiways A and C and coordinate with the FAA to evaluate potential impacts to the VOR.
 - 2.7 Based on aircraft traffic on the airport, design a recommended pavement section for both a mill and inlay as well as full or partial depth reconstruction. Design analysis shall be based on the current version of FAA AC 150/5320-6. Prepare a report for inclusion in the Engineer's Design Report. The pavement design shall include preparation of an FAA Form 5100-1 and design outputs from FAA's pavement design programs, FAARFIELD and COMFAA. Prepare asphalt and concrete pavement designs and perform a life cycle cost analysis to select the preferred pavement section.
 - 2.8 Develop a preliminary Construction Safety and Phasing Plan (CSPP). This CSPP shall clearly describe the different construction phases and aircraft operations during each phase. The preliminary CSPP shall be submitted to FAA for review and comment as early in the project development process as possible. Due to the location of the proposed improvements, it will be important to minimize impacts to Runway 2-20 as well as the terminal apron. It will also be important to minimize work in the vicinity of the glideslope and VOR. Runway 17-35 is not a Part 139 runway and work inside the Runway 2-20 Runway Safety Area (RSA) will require the runway to be closed. Significant coordination with the airport, users and airlines is anticipated in formulation of the CSPP.
 - 2.9 Prepare preliminary opinions of construction cost and construction time required to complete construction of the various elements including multiple options for method and duration of reconstruction methods. Summarize and submit to Owner and FAA for review and discussion.
 - 2.10 Prepare preliminary drawings (35%) for the project, which will be limited to: Cover Sheet; Construction Layout Plan; Safety and Phasing Sheets, Plan and Profile Sheets and Grading and Drainage Sheets (estimated 35 sheets, total).
 - 2.11 Coordinate with the Owner and FAA during this phase of the project. This will include one meeting in Idaho Falls with the Airport Staff to discuss the preliminary design drawings and refine the project approach, schedule, phasing and budget.

- 2.12 Coordinate internally with T-O staff during this phase of the project to discuss key aspects of the design.
- 2.13 Travel time required for Phase 2 tasks. Anticipate 1 round trip with two members of the project team.

PHASE 3 - PRELIMINARY DESIGN

The preliminary design services shall commence upon completion of Phase 2 tasks. Preliminary design phase services shall include:

- 3.1 Finalize grading design for the project area.
- 3.2 Finalize surface and subsurface drainage design for disposal of storm drainage from the project areas. Prepare a report for inclusion in the Engineer's Design Report.
- 3.3 Develop an erosion and sediment control plan for the project, to be included in the bidding and construction drawings. This plan shall apply approved Best Management Practices for the State of Idaho.
- 3.4 Develop a pavement marking plan and submit to FAA for review.
- 3.5 Evaluate existing taxiway lighting system layout for compliance with FAA Advisory Circulars and Engineering Brief 83 and evaluate existing light elevations for compliance with taxiway and runway shoulder grading criteria. It is anticipated a new light layout will be required at existing taxiway intersections to meet current requirements for taxiway fillet design. The lighting layout on both sides of Taxiway A will also be evaluated to account for the new taxiway locations. Evaluate existing signage for compliance with AC 150/5340-18F. All signage referring to Runway 2-20 will require new legends to reflect the new runway designation for this runway. Connecting taxiway signage will require new legends to reflect the new taxiway designations. It is assumed many of the panels can be reused. Prepare construction plans to reflect these changes. Update the airport sign and marking plan from the Airport Certification Manual and submit to the FAA for review.
- 3.6 Prepare an exhibit illustrating the project and submit to FAA for Initial Project Airspace Review into OE/AAA website.
- 3.7 Prepare preliminary construction specifications and bid documents. Specifications shall be based on the current version of FAA AC 150/5370-10 and current regional notices. Bid documents shall include Notice Inviting Bids, Bid Schedules, Agreement, forms and other contract documents and "boiler plate" items necessary to solicit bids and execute contracts following award.
- 3.8 Prepare a preliminary design and construction plan set to a completion level of approximately 75% (estimate 60 sheets). Submit two sets to Owner for review and comment. Meet with Owner to review the plans and obtain additional direction for completion of the design and construction plans. This meeting will be held in Idaho Falls with two members of the project team in attendance.
- 3.9 Revise preliminary cost estimates, based on preliminary design.

- 3.10 Coordinate internally with T-O staff during this phase of the project to discuss key aspects of the design.
- 3.11 Coordinate with the Owner and FAA during this phase of the project.
- 3.12 Travel time required for Phase 3 tasks. Anticipate 1 round trip with two members of the project team.

PHASE 4 - FINAL DESIGN

The Final Design phase shall include the preparation of detailed construction plans and specifications, required design report, cost estimates, bid and contract documents suitable for obtaining competitive bids for construction of improvements. Final Design Services shall include the following work tasks:

- 4.1 Revise design to reflect comments from Owner at the 75% design review phase.
- 4.2 Prepare final design and construction plans including demolition sheets, plan and profile sheets, grading and drainage sheets, electrical sheets, marking sheets and demolition sheets. It is anticipated there will be 75 sheets in the drawing set.
- 4.3 Prepare final construction specifications and bid documents based on the current version of FAA AC 150/5370-10 "Standards for Specifying Construction on Airports", including regional Notices published by the FAA Northwest Mountain Region.
- 4.4 Prepare a final engineer's opinion of probable construct cost, based on the final design.
- 4.5 Prepare a stand-alone Construction Safety and Project Phasing plan for submittal to the FAA for review, including final versions of drawings submitted in previously, along with a narrative plan describing the project phasing implementation
- 4.6 Prepare the Engineer's Design Report including plan review checklists in conformance with FAA guidelines and submit with plans and specifications for FAA review.
- 4.7 Submit final design drawings (estimate 75 sheets), specifications and design report to Owner and FAA for final review and comment. Travel to and meet Owner on site for a design review meeting with two members of the project team.
- 4.8 Revise drawings and specifications based on final review comments and prepare 100% (bid set) documents. Submit up to three complete sets of final documents to Owner and one set of final documents to the FAA.
- 4.9 Coordinate internally with T-O staff during this phase of the project to discuss key aspects of the design.
- 4.10 Coordinate with the Owner and FAA during this phase of the project.
- 4.11 Travel time required for Phase 4 tasks. Anticipate 1 round trip with two members of the project team.

PHASE 5 – ADDITIONAL SERVICES

Consultant shall provide the following services as "Additional Services":

- 5.1 Assist the Owner with Grant Administration tasks.
 - 5.1.1 Prepare a Grant Application for submittal to FAA. Update the Grant Application for FAA-AIP funding assistance based on project bid results. Assist Owner in coordination of Grant Application submittal and process.
 - 5.1.2 Assist the Owner to prepare and process required certifications for submittal to the FAA.
 - 5.1.3 Assist the Owner with preparation of annual SF 271 and SF 425.
 - 5.1.4 Assist the Owner with quarterly performance reports in accordance with Table 5-16 of FAA Order 5100.38D.
 - 5.1.5 Provide periodic project budget updates to Owner during prosecution of the work.
- 5.2 Provide the following services related to Federal Disadvantaged Business Enterprise requirements (DBE):
 - 5.2.1 Consult by telephone or teleconference with minority, women's and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and efforts to establish a level playing field for the participation of DBEs. Document consultation process and submit with proposed goals.
 - 5.2.2 Evaluate contract work scope for DBE subcontract opportunities (both professional and contractor). Develop project specific goals, prepare required FAA justification and obtain FAA approval.
 - 5.2.3 Assist the Owner with Disadvantaged Business Enterprise (DBE) annual reporting for FY 2016.
- 5.3 Environmental Coordination: It is assumed the project will be categorically excluded from further environmental study with preparation of a Categorical Exclusion checklist. Coordinate with the Helena ADO to prepare and submit the FAA Northwest Mountain Region's Categorical Exclusion Checklist.
- 5.4 Assist the OWNER in collecting and submitting project data into the FAA's AGIS system as an Instrument Procedure Development project. Imagery and an obstruction survey will be required as part of the project. All AGIS efforts will be performed in conformance with the current version of FAA Advisory Circular 150/5300-16, 17 & 18. The imagery data required will be collected with the assistance of a subconsultant.
 - 5.4.1 Review AGIS Requirements with FAA to determine level of AGIS survey effort required. Review existing survey control information as well as existing and planned instrument approach procedures to determine aeronautical survey requirements.
 - 5.4.2 Prepare an AGIS Statement of Work to describe the work to be performed and submit Statement of Work through the AGIS portal. This task will also include coordination with the OWNER to setup and manage an AGIS account.

- 5.4.3 Prepare required work plans including the Survey Work Plan, Quality Control Plan and Imagery Acquisition Plan. Submit the required plans through the AGIS portal.
- 5.4.4 Set ground control targets for aerial imagery acquisition. It assumed a minimum of two flight paths will be required in order to acquire the required imagery for both Runway 17-35 and Runway 2-20. Ground control targets will be set for each flight path. As Runway 2-20 currently has a precision instrument approach, additional ground targets will be required on the Runway 20 end.
- 5.4.5 Acquire aerial imagery with full leaf coverage in accordance with FAA Advisory Circular 150/5300-17B. It is assumed a minimum of two flight paths will be required in order to acquire the required imagery for both Runway 17-35 and Runway 3-21. This work will be accomplished with the assistance of a subconsultant.
- 5.4.6 Acquire required data via ground survey for the Instrument Procedure Development column of Table 2-1 in FAA Advisory Circular 150/5300-18B. This will include validation of the existing NAVAIDS on the airfield including RW 17 PAPI, RW 35 PAPI, RW 2 VASI, RW 2 REILs, RW 2 Localizer, RW 20 PAPI, RW 21 RVR, RW 21 Glideslope and VOR.
- 5.4.7 Review and perform QA/QC of data collected including imagery, as built and obstruction survey data.
- 5.4.8 Compile and attribute survey data. This will include the attribution of data in accordance with FAA Advisory Circular 150/5300-18B.
- 5.4.9 Upload and submit data via the FAA AGIS website. Coordinate with NGS and FAA as required including the submission of weekly reports. Prepare and submit a AGIS Final Report.
- 5.4.10 Coordinate with the OWNER and FAA as required to complete the AGIS survey process.
- 5.5 Administer subconsultant contracts and coordinate delivery of work products. It is anticipated that subconsultant services will be required in the following fields:
 - 5.5.1 Geotechnical: The services of a qualified geotechnical consultant will be required to investigate existing sub surface soil conditions including existing pavement sections, soil types and rock depth for design of the project.
 - 5.5.2 Survey: The services of a surveying subconsultant will be required to collect topographic data for design of the Taxiway A, Taxiway C and the connecting taxiways. The topographic information required will include Runway 2-20 as appropriate. It is anticipated this task will be completed with laser scanning equipment. The AGIS survey will be completed by consultant's personnel.
 - 5.5.3 Electrical: The services of an electrical subconsultant will be required to assist with calculations of airfield lighting loads and verification of airfield lighting layout and design.
 - 5.5.4 AGIS Imagery: The services of a subconsultant will be required to collect imagery and obstruction information as part of the AGIS Survey.
- 5.6 Assist and coordinate with independent auditors in locating appropriate documents for performing A-133 annual audit. In addition to finding appropriate project files, answer questions concerning Contractors wage rates and interview forms as required.

EXHIBIT B
BASIS OF COST ANALYSIS

This page intentionally left blank.

Idaho Falls Regional Airport **AIP 3-16-0018-041**
Rehabilitate/Reconfigure Taxiways A, C And Connectors (Design Only)
Rehabilitate Runway 2-20 (Design Only)
Update Airfield Signs And Markings (Design Only) **Exhibit B**
Work Order 16-04 **Basis of Cost Analysis**
Fee Summary **May 18, 2016**

Tasks 1-4 (Lump Sum)

1. Personnel Costs

Classification	Title	Hours	Rate/Hour	Cost
PR	Principal	9	\$190.00	\$1,710.00
PM	Project Manager	206	\$150.00	\$30,900.00
PE	Project Engineer	254	\$135.00	\$34,290.00
DE	Design Engineer	552	\$90.00	\$49,680.00
EIT	Engineer-In-Training	1806	\$85.00	\$153,510.00
CM	Construction Manager/Specifier	192	\$130.00	\$24,960.00
PL	Planner	12	\$85.00	\$1,020.00
SM	Survey Manager	0	\$140.00	\$0.00
SC	Survey Crew Chief	0	\$115.00	\$0.00
Surv	Surveyor	0	\$90.00	\$0.00
Adm.	Administrative Assistant	26	\$65.00	\$1,690.00
Totals:		3057		\$297,760.00
Average Rate/Hour			\$97.40	

2. Subconsultant Fees

Geotechnical	\$14,000.00
Survey	\$30,000.00
Electrical	\$8,000.00
Subtotal, Subconsultant Fees:	\$52,000.00

3. Reimbursable Expenses

Description	Number	Unit Cost	Cost
Vehicle Travel (Per Mile)	2500	\$0.65	\$1,625.00
Lodging (Per Night)	8	\$120.00	\$960.00
Airline Travel (Per Roundtrip)	0	\$0.00	\$0.00
Meals (Per Diem)	0	\$45.00	\$0.00
Meals (Lump Sum)	1	\$400.00	\$400.00
GPS Survey Equipment (Per Hour)	0	\$55.00	\$0.00
Document Reproduction (Lump Sum)	1	\$500.00	\$500.00
Phone, Fax, Postage, Document Recording (Lump Sum)	1	\$1,500.00	\$1,500.00
Subtotal, Reimbursable Expenses			\$4,985.00

TOTAL FEE (1+2+3): **\$354,745.00**

Idaho Falls Regional Airport **AIP 3-16-0018-041**
Rehabilitate/Reconfigure Taxiways A, C And Connectors (Design Only)
Rehabilitate Runway 2-20 (Design Only)
Update Airfield Signs And Markings (Design Only) **Exhibit B**
Work Order 16-04 **Basis of Cost Analysis**
Fee Summary **May 18, 2016**

Task 5 (Time and Materials)

1. Personnel Costs

Classification	Title	Hours	Rate/Hour	Cost
PR	Principal	0	\$190.00	\$0.00
PM	Project Manager	83	\$150.00	\$12,450.00
PE	Project Engineer	14	\$135.00	\$1,890.00
DE	Design Engineer	20	\$90.00	\$1,800.00
EIT	Engineer-In-Training	38	\$85.00	\$3,230.00
CM	Construction Manager/Specifier	0	\$130.00	\$0.00
PL	Planner	310	\$85.00	\$26,350.00
SM	Survey Manager	72	\$140.00	\$10,080.00
SC	Survey Crew Chief	184	\$115.00	\$21,160.00
Surv	Surveyor	124	\$90.00	\$11,160.00
Adm.	Administrative Assistant	0	\$65.00	\$0.00
Totals:		845		\$88,120.00
Average Rate/Hour			\$104.28	

2. Subconsultant Fees

AGIS Imagery	\$54,000.00
Subtotal, Subconsultant Fees:	\$54,000.00

3. Reimbursable Expenses

Description	Number	Unit Cost	Cost
Vehicle Travel (Per Mile)	2500	\$0.65	\$1,625.00
Lodging (Per Night)	10	\$120.00	\$1,200.00
Airline Travel (Per Roundtrip)	0	\$0.00	\$0.00
Meals (Per Diem)	10	\$45.00	\$450.00
Meals (Lump Sum)	0	\$400.00	\$0.00
GPS Survey Equipment (Per Hour)	60	\$55.00	\$3,300.00
Document Reproduction (Lump Sum)	1	\$200.00	\$200.00
Phone, Fax, Postage, Document Recording (Lump Sum)	1	\$500.00	\$500.00
Subtotal, Reimbursable Expenses			\$7,275.00

TOTAL FEE (1+2+3): **\$149,395.00**

Idaho Falls Regional Airport **AIP 3-16-0018-041**
Rehabilitate/Reconfigure Taxiways A, C And Connectors (Design Only)
Rehabilitate Runway 2-20 (Design Only)
Update Airfield Signs And Markings (Design Only)
Work Order 16-04 **Exhibit B**
Labor Worksheet **Basis of Cost Analysis**
May 18, 2016

Task	Description	Personnel Hourly											Total Hours	Fee
		Prin	PM	PE	DE	EIT	CM	PL	SM	SC	Surv	Adm.		
		\$190	\$150	\$135	\$90	\$85	\$130	\$85	\$140	\$115	\$90	\$65		
Task 1 - Contract Administration														
1.1	Scope of Work	2	16			4							22	\$ 3,120.00
1.2	Work Order	1	4								2		7	\$ 920.00
1.3	Independent Fee Estimate		4										4	\$ 600.00
1.4	Advise and Coordinate with Owner and FAA		6										6	\$ 900.00
1.5	Project Management & Administration		24								12		36	\$ 4,380.00
Subtotal, Task 1		3	54	0	0	4	0	0	0	0	0	14	75	\$ 9,920.00
Task 2 -Planning and Formulation														
2.1	Pre-design Conference		2		2								4	\$ 480.00
2.2	Coordinate Survey		2		8								10	\$ 1,020.00
2.3	Coordinate Geotech		4		4	12		4					24	\$ 2,320.00
2.4	Preliminary Drainage Design		2	4	16	60							82	\$ 7,380.00
2.5	Preliminary Geometry Design		4	6	24	80							114	\$ 10,370.00
2.6	Coordinate with FAA for NAVAID Impacts		8	12		4							24	\$ 3,160.00
2.7	Preliminary Pavement Design		2	4	12	40		8					66	\$ 6,000.00
2.8	Preliminary CSPP		1	2	8	40	12						63	\$ 6,100.00
2.9	Preliminary Cost Estimate		2	4	8	40	8						62	\$ 6,000.00
2.10	Prepare 35% Plans (35 Sheets)	2	4	12	50	300	4				2		374	\$ 33,250.00
2.11	Coordination with FAA and Sponsor		8	4									12	\$ 1,740.00
2.12	Internal Coordination		6	6	6	6	6						30	\$ 3,540.00
2.13	Travel Time - Task 2		8		8								16	\$ 1,920.00
Subtotal, Task 2		2	53	54	146	582	30	12	0	0	0	2	881	\$ 83,280.00
Task 3 - Preliminary Design														
3.1	Finalize Grading Design		2	12	24	80							118	\$ 10,880.00
3.2	Finalize Drainage Design		2	12	24	80							118	\$ 10,880.00
3.3	Erosion and Sediment Control Plan		1	2	6	16	2						27	\$ 2,580.00
3.4	Pavement Marking Plan		1	4	8	24							37	\$ 3,450.00
3.5	Electrical Plan		4	12	24	80	4						124	\$ 11,700.00
3.6	Initial Project Airspace Review Exhibit		1			4							5	\$ 490.00
3.7	Preliminary Specifications and Bid Documents		4	24	4	12	60						104	\$ 13,020.00
3.8	Prepare 75% Plans (60 Sheets)		8	24	120	400					2		554	\$ 49,370.00
3.9	75% Cost Estimate		2	4	8	16	8						38	\$ 3,960.00
3.10	Internal Coordination		6	6	6	6	6						30	\$ 3,540.00
3.11	Coordination with FAA and Sponsor		8	4									12	\$ 1,740.00
3.12	Travel Time - Task 3		8	8									16	\$ 2,280.00

Idaho Falls Regional Airport **AIP 3-16-0018-041**
Rehabilitate/Reconfigure Taxiways A, C And Connectors (Design Only)
Rehabilitate Runway 2-20 (Design Only)
Update Airfield Signs And Markings (Design Only)
Work Order 16-04 **Exhibit B**
Labor Worksheet **Basis of Cost Analysis**
May 18, 2016

Task	Description	Personnel Hourly											Total Hours	Fee
		Prin	PM	PE	DE	EIT	CM	PL	SM	SC	Surv	Adm.		
		\$190	\$150	\$135	\$90	\$85	\$130	\$85	\$140	\$115	\$90	\$65		
Subtotal, Task 3		0	47	112	224	718	80	0	0	0	0	2	1183	\$ 113,890.00
Task 4 - Final Design														
4.1	75% Design Revisions		4	8	12	40	8						72	\$ 7,200.00
4.2	Final Design and Construction Plans (75 Sheets)	2	8	16	80	320						2	428	\$ 38,270.00
4.3	Final Specifications and Bid Documents	2	4	16	12	8	40					2	84	\$ 10,230.00
4.4	Final Cost Estimate		2	4	8	24	8						46	\$ 4,640.00
4.5	Construction Safety and Phasing Plan		2	6	12	40	12						72	\$ 7,150.00
4.6	Final Design Report		2	12	24	24						4	66	\$ 6,380.00
4.7	Final Design Review		4		4								8	\$ 960.00
4.8	100% Drawings and Specifications		4	8	24	40	8						84	\$ 8,280.00
4.9	Internal Coordination		6	6	6	6	6						30	\$ 3,540.00
4.10	Coordination with FAA and Sponsor		8	4									12	\$ 1,740.00
4.11	Travel Time - Task 4		8	8									16	\$ 2,280.00
Subtotal, Task 4		4	52	88	182	502	82	0	0	0	0	8	918	\$ 90,670.00
Subtotal, Tasks 1-4		9	206	254	552	1806	192	12	0	0	0	26	3057	\$ 297,760.00
Task 5 - Additional Services														
5.1	Grant Administration Tasks													
5.1.1	Prepare Grant Application		2		4	16							22	\$ 2,020.00
5.1.2	Sponsor Certifications		1			6							7	\$ 660.00
5.1.3	SF 271 & SF 425		4										4	\$ 600.00
5.1.4	Quarterly Performance Reports		8										8	\$ 1,200.00
5.1.5	Budget Updates		8										8	\$ 1,200.00
5.2	Disadvantaged Business Enterprise Services													
5.2.1	Local DBE Consultation		4				12						16	\$ 1,620.00
5.2.2	DBE Goals						24						24	\$ 2,040.00
5.2.3	DBE Reporting						12						12	\$ 1,020.00
5.3	Environmental Coordination		2	8	12								22	\$ 2,460.00
5.4	AGIS													
5.4.1	AGIS Project Approach		4				2	4					10	\$ 1,330.00
5.4.2	Statement of Work		2				2	4	16				24	\$ 2,870.00
5.4.3	Survey Work Plan, QC Plan & Imagery Plan		2				2	2	24				30	\$ 3,510.00
5.4.4	Set Ground Targets		1					2	24	40			67	\$ 6,790.00
5.4.5	Aerial Imagery Coordination and Review		2				12	4	16				34	\$ 3,720.00
5.4.6	Ground Survey Data		4				4	16	24	60			108	\$ 11,340.00
5.4.7	Data Review & QA/QC		4				12	8	24				48	\$ 5,500.00
5.4.8	Compile and Attribute Survey Data		4				180	8	16	24			232	\$ 21,020.00

Idaho Falls Regional Airport **AIP 3-16-0018-041**
Rehabilitate/Reconfigure Taxiways A, C And Connectors (Design Only)
Rehabilitate Runway 2-20 (Design Only)
Update Airfield Signs And Markings (Design Only)
Work Order 16-04 **Exhibit B**
Labor Worksheet **Basis of Cost Analysis**
May 18, 2016

Task	Description	Personnel Hourly											Total Hours	Fee
		Prin \$190	PM \$150	PE \$135	DE \$90	EIT \$85	CM \$130	PL \$85	SM \$140	SC \$115	Surv \$90	Adm. \$65		
5.4.9	Upload and Submit Data		2					40	8	24			74	\$ 7,580.00
5.4.10	Coordination with FAA and Sponsor		8					8	8	16			40	\$ 4,840.00
5.5	Subconsultant Administration													
5.5.1	Geotechnical		4										4	\$ 600.00
5.5.2	Survey		4										4	\$ 600.00
5.5.3	Electrical		4										4	\$ 600.00
5.5.4	AGIS Imagery		4						4				8	\$ 1,160.00
5.5	Prepare Final Report		1	2	4	16							23	\$ 2,140.00
5.6	Audit Coordination		4	4					4				12	\$ 1,700.00
Subtotal, Task 5		0	83	14	20	38	0	310	72	184	124	0	845	\$88,120.00
Subtotal, Tasks 1-5		9	289	268	572	1844	192	322	72	184	124	26	3902	\$ 385,880.00

WORK ORDER 16-05
IDAHO FALLS REGIONAL AIRPORT (IDA)
IDAHO FALLS, IDAHO
NORTH TERMINAL RENOVATION/EXPANSION
CONCEPT AND BUDGET REPORT

This Work Order shall be attached to, made a part of, and incorporated by reference into a Master Professional Services Agreement between the City of Idaho Falls and T-O Engineers, Inc., dated March 2014.

SCOPE OF WORK

The Scope of Work, dated March 8, 2016 for this effort is attached as Exhibit A. This document describes the anticipated work effort and schedule in detail.

FEES

Fees for services provided under this Work Order will be determined and billed on a Time and Materials basis as follows:

- **Total Fee:** **\$111,296.00**

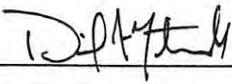
Fees for the phases of work will be calculated with the methods listed above, as defined in the Agreement. Fees have been calculated using Consultant's current Fee Schedule. A detailed Fee Proposal, dated May 18, 2016 is attached as Exhibit B.

IN WITNESS WHEREOF, Client and Consultant have made and executed this WORK ORDER 16-05 to the AGREEMENT the day and year first above written.

FOR: CITY OF IDAHO FALLS,

By: _____
Title: _____
Date: _____

FOR: T-O ENGINEERS, INC.



By: David A. Mitchell, P.E.
Title: Aviation Services Manager/Vice President
Date: June 7, 2016

EXHIBIT A

**DESCRIPTION OF PROJECT AND
SCOPE OF PROFESSIONAL SERVICES**

This page intentionally left blank.

EXHIBIT A
WORK ORDER 16-05
IDAHO FALLS REGIONAL AIRPORT (IDA)
IDAHO FALLS, IDAHO
NORTH TERMINAL RENOVATION/EXPANSION PROJECT
CONCEPT AND BUDGET REPORT

INTRODUCTION

The Idaho Falls Regional Airport is located in and owned by the City of Idaho Falls, Idaho. The airport serves Eastern Idaho, Southern Montana, and Western Wyoming. The airport also serves as an access point to multiple tourist destinations including Yellowstone National Park, Grand Teton National Park, Jackson Hole, Wyoming and Sun Valley, Idaho.

The baggage claim and northern portion of the terminal at Idaho Falls Regional Airport (IDA) (Sponsor) is currently undersized to meet the deplaning requirements of existing aircraft that serve the airport. The baggage claim is currently served by one carousel. The area around the carousel is also undersized. This Concept and Budget Report is being prepared to assess possible improvements to this portion of the terminal, including an increased capacity baggage handling system (BHS), the building space needs for that system, and the estimated construction costs for the work.

This project will focus on the North Terminal area, consisting of the existing baggage claim area; the existing car rental counters; the restaurant; and the apron around the existing arrivals/in-bound baggage processing area.

This project will address the following primary terminal needs:

- Increase the baggage claim area space for retrieving checked bags.
- Two new baggage carousels or other dual design to allow two flight / baggage operations simultaneously.
- External baggage handling improvements to improve flow of baggage from aircraft to the baggage carousels.
- New storage room to house custodial equipment.
- If necessary due to improvements noted above, reconfigured rental car facilities, including possible modifications to the rental car lot.

This project will also address the following secondary terminal needs:

- Access to the restaurant from post security area.
- Supply lift to basement.
- Roof replacement over restaurant.
- New larger cooling tower.

SCOPE OF WORK

The project work will begin by collecting information and data. That information will be used to determine developmental priorities and create a project program. Based on that program, alternative conceptual solutions will be developed and presented with order of magnitude costing presented for each option. A conceptual design and cost estimate will then be prepared for the preferred alternative. The tasks associated with each of these steps are noted below:

1. Data Collection/Inventory
 - Attend and lead meetings and workshops with the Sponsor and project stakeholders
 - Review the existing building and site, as they pertain to the project, including relevant drawings and data
 - Collect current aviation activity data, provided by the airport.
2. Define Project Priorities and Program
 - Project aviation activity, peak demand for the short-, intermediate-, and long-term (5, 10, and 20 years), based on the growth projected by the terminal area forecast.
 - Determine related facility and infrastructure demands and opportunities.
 - Present project priority options to the Airport.
 - Define the Airport's development priorities and the project program.
3. Conceptual Alternatives
 - Develop and analyze three (3) baggage claim improvement alternatives
 - Present those alternatives to the Airport.
 - Select a preferred Alternative
4. Prepare a conceptual design of the preferred alternative
 - Prepare concept level architectural and site plans.
 - Determine building systems impacted by proposed alternates.
 - Prepare probable construction cost estimates.
5. Document the results of the work in a Concept and Budget Report (CBR).

The T-O Engineers/Mead & Hunt team (Consultant) and other potential subconsultants will perform this work for the Sponsor.

PROJECT TASKS

The following tasks define the project work elements and effort levels to be undertaken.

TASK 1 - PROJECT MANAGEMENT, COORDINATION AND COMMUNICATION

Project management, coordination and communication tasks will continue during all aspects of the project schedule and include the following elements. Formulate Scope of Work and Project Approach. Define Scope of Work, priorities, schedules and formulate the project approach. Prepare a work task narrative. Evaluate each parcel to ensure requirements of the Uniform Act can be met.

1.1 Project Management

Project management efforts include communication among the project team for purposes of tracking the progress of work. Management of technical tasks among the project team is required for a successful project. Project management duties include the following:

- Prepare for and lead a project kick-off meeting with the Sponsor
- Develop and document the project plan
- Organize the project team
- Launch the project activities
- Execute project activities
- Monitor and control the project to achieve results
- Manage and mitigate risks and solve challenges
- Invoice and report (expected monthly)
- Provide deliverables

1.2 Sponsor Briefings

Project status briefings will be conducted between the Sponsor and the Consultant. The briefings will occur via teleconference every other week at a regularly scheduled time. These briefings will include current work status reports, upcoming meetings and work efforts, and discussion of any challenges in the work which may affect the schedule, process, or budget. The briefing notes will be documented and provided to the Sponsor.

1.3 Sponsor and Stakeholder Involvement

For the purpose of defining Sponsor involvement below, the Sponsor includes the Idaho Regional Airport Staff and other key stakeholders.

Stakeholders include federal and local agencies, and airport tenants. Agencies include the FAA Airport District Office (ADO), Transportation Security Administration (TSA), and City of Idaho Falls Building Department. Tenants include the airlines, concessionaires, and rental car agencies.

1.3.1 Sponsor Meetings

The Consultant will meet with the Sponsor periodically and at certain project milestones. The Consultant will also maintain contact with the Sponsor outside of those meetings for efficient execution of the terminal CBR. The number and sequence of the meetings are defined below.

1.3.2 Tenant and Agency Meetings

A workshop will be held with stakeholder agencies and Airport tenants. The purpose of this workshop is to identify the needs, operations and goals of these stakeholders.

With a Stakeholder group comes a multitude of ideas and interests which can affect the outcome of a project. Since the concept and budget is impacted by the interests of various stakeholders, it is important for the Sponsor to act as the decision maker for criteria to be included or excluded from the development of the terminal. The airport director will act as the Sponsor point of contact for the collection, review, and approval of all recommendations by the Stakeholders as they

pertain to the concept developed by the Consultant team. Project information will be shared and/or presented to specific stakeholders as determined by the Sponsor.

TASK 2 - DATA COLLECTION / INVENTORY

Efforts will include collection of Sponsor-provided existing pertinent data, investigations, and surveys.

2.1 Existing Documentation

The Consultant will review existing airport documents to assist in developing a base of information to be used in the CBR. Deliverables for this subtask will include a summary list of data sources used and will be included in the CBR. The Consultant shall use the collected data and resource information for the various work tasks.

2.2 Existing Facilities

The following analyses and reviews will be conducted on the existing facility. The goal is to obtain an understanding and inventory of existing terminal building systems for their ability to meet long term facility needs.

2.2.1 Building Plans

The record drawings for the original terminal design and subsequent renovations will be collected.

2.2.2 Building Systems Analysis

The Consultant will conduct an on-site observation and review available documentation of the existing terminal building systems including mechanical, electrical, and plumbing. This is done to assess their general condition, expansion or modification capabilities as they impact the baggage claim area. Analysis will be limited to observations of existing equipment and data provided by the airport.

2.2.3 Site Analysis

The Consultant will conduct an on-site observation and review available documentation of the baggage tug delivery route area. The existing SIDA area may be redefined as a result of the proposed baggage claim renovation. Utilities will only be reviewed for their physical conflicts with any potential building expansion – capacities will not be analyzed.

2.2.4 Building Code Review

The Consultant will conduct an on-site observation and review the existing terminal building and systems in regards to current building codes. This information will provide the basis for any improvements that will be required to bring the current facility up to compliance with current codes during a major expansion or alteration project. Codes will be reviewed for applicability, restrictions and limitations on the building type.

2.2.5 Zoning Requirements

The Consultant will investigate the local municipal zoning requirements that will apply to the project.

The above analyses and reviews are limited to that which can be derived from observation, existing documentation, and discussions with utility service providers and local agencies. Field testing services, such as geotechnical investigations, topographic surveys, and destructive

analyses are not included.

2.3 **Financial Data**

An on-site interview with the Sponsor will be held to gain an understanding of the funding options, levels and goals that the Consultant should consider in the renovation of the bag claim area.

2.4 **Surveys/Interviews**

Consultant will meet with those stakeholders, such as car rental agencies, airlines, airport personnel, and concessionaires that are present at the project kick-off meeting (site visit 1). Items addressed will be strengths and weaknesses of current configurations and operations at the Airport.

TASK 3 - PROJECT PRIORITIES AND PROGRAM

3.1 **Aviation Activity Forecasts**

3.1.1 **Historical Levels and Trends of Commercial Passenger Demand**

Historical data is to be provided by the sponsor to support updated forecasts of aviation demand. The data required is the following:

- Passenger enplanements
- Airline schedules
- Airline fleet mix

3.1.2 **Forecasts**

The Consultant will use the information above to develop updated near-, mid-, and long-term forecasts for the following:

- Commercial Passenger enplanements

3.2 **Facility Demand Analysis**

The Consultant will convert the activity forecasts into numerical demand for the terminal functional areas.

3.2.1 **Terminal Building**

The terminal building area requirements as identified will be updated and refined based on the updated passenger forecasts. These terminal areas include the following:

- Baggage claim
- Rental car space/counters
- Storage and janitorial space

TASK 4 - CONCEPTUAL ALTERNATIVES AND DESIGN

4.1 **Development of Alternatives**

Based on the demand analysis, three alternative floor plan concepts will be developed. Facilities requirements will be identified by comparing the inventory of existing facilities against the demand/capacity analysis. Anticipated timing of required improvements will also be identified. FAA Advisory Circulars (AC) referenced as part of this task will include, but not be limited to: ACRP Report 25 Airport *Passenger Terminal Planning Guidebook*; and 150/5360-13 *Planning and Design Guidelines for Airport Terminal Facilities*.

Specific items anticipated to be included in the alternatives developed and evaluated include:

4.1.1 Terminal Building

- Baggage claim
- Rental car space/counters
- Storage and janitorial spaces

4.1.2 Energy efficiency and sustainability

Future development sustainability opportunities will also be evaluated. On-site observations and inspections of existing facilities will be evaluated for the viability of integrating energy efficient building systems.

4.1.3 Deliverables

The following alternatives will be developed:

- Programming and Project Priority Summary
- Terminal building – 3 conceptual level floor plan layouts
- 3 baggage handling system alternates
- Traffic, tug/cart staging and passenger flow analysis for baggage layout alternates.
- Development of preferred option floor plan.
- Terminal expansion and renovation phasing concept for preferred alternative
- Order-of-magnitude level construction cost estimates for preferred alternate. These will be based on square foot costs for new and renovated construction and other significant cost items.

4.2 Conceptual Design of Preferred Alternative

Based on the preferred alternative for the renovation of the terminal, a conceptual design will be prepared.

4.2.1 Conceptual Design Components

Scope of design includes the following:

- Building/Zoning Code Summary
 - Site setbacks, easements
 - Height restrictions
 - Construction type
 - Occupancy type
 - Area summary
 - Exiting Requirements
 - Room occupancies
- Floor plans
- Phasing plan
- Mechanical systems description
- Electrical power systems description

4.2.2 Conceptual Level Probable Construction Cost Estimates

Order of magnitude probable cost estimates will be developed for the selected alternative. A program budget will be developed based on the preferred alternative, and will include:

- Site Development Costs
- Building Demolition Costs
- General Building Construction Costs
- Baggage Handling System
- Fixtures, Furniture and Equipment
- Architectural/Engineering Fees
- Plan Approval Fees
- Bidding Costs
- Contingencies
- Sponsor Costs (Soft Costs)
- Escalation

4.2.3 Deliverables

Deliverables for this task will include graphics and text to summarize and document the conceptual design components of the preferred alternative listed above. The graphics and drawings that will be included are the following:

- Floor plans
- Phasing plan

4.3 Eligibility Analysis

An eligibility analysis will be performed in accordance with the FAA AIP handbook to identify those portions of the terminal improvements that are eligible for AIP and/or PFC funding.

TASK 5 - DOCUMENTATION

5.1 Concept and Budget Report (CBR)

The Consultant shall prepare a terminal baggage claim concept budget report which will summarize and document the findings of the task outlined in this Scope of Services. The format of the report will be determined through discussions with the Sponsor.

Anticipated sections/chapters of the CBR include:

- Introduction
- Inventory of Facilities
- Forecasts of Aviation Demand
- Demand/Capacity Analysis
- Facility Requirements
- Alternatives Analysis
- Preferred Alternative
- Conceptual Design
- Probable Construction Cost Estimate
- Appendices

One printed copy and one CD containing an electronic copy of the report will be delivered to the Airport. Drawings will be provided in pdf and AutoCAD format. All text will be provided in pdf and MS Word formats.

ADDITIONAL SERVICES

After completion of the concept and budget report, the completion of design, contract documents, bidding and construction administration services may follow. That work is not included in this scope of services and will be added by a follow-on task order or contract amendment. Architectural renderings are not included as part of the concept and budget report.

EXCLUSIONS

The following items are excluded from the Terminal Concept and Budget Report

- Environmental Assessment
- Geotechnical Services
- Survey (topographical or utility)
- Electrical Metering

EXHIBIT B
BASIS OF COST ANALYSIS

This page intentionally left blank.

Fee Breakdown

Idaho Falls Regional Airport
Work Order 16-05

North Terminal Expansion
Concept Budget Report

Task	Description													Ttl. Hrs.	Direct Cost Labor	Expenses	Sub consultant	Total Cost	
###																			
BASIC SERVICES																			
I.	Concept and Budget Report	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$0,148	\$0	\$15,000	\$105,148
II.	Planning	11	91	105	63	101	38	25	37	32	28	541				\$0	\$0	\$0	\$0
III.	Architecture	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
IV.	Interior Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
V.	Structure	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
VI.	Civil	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
VII.	Survey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
VIII.	Mechanical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
IX.	Plumbing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
X.	Fire Protection	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
XI.	Electrical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
XII.	Communications (IT)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
XIII.	Electronic Safety and Security	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
XIV.	Code	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
XV.	Cost and Scheduling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
XVI.	T&D	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
Sub-Totals - Basic Services		11	91	105	63	101	38	25	37	32	28	541				\$0,148	\$0	\$15,000	\$105,148
MATERIALS/SUPPLIES																\$0	\$0	\$0	\$0
SOILS TESTING																\$0	\$0	\$0	\$0
CONSULTANTS/SUBCONTRACTORS																\$0	\$0	\$0	\$0
ESTIMATE OF TRAVEL EXPENSES																	\$5,850	\$0	\$5,850
	Air Travel	3	Trips	X	1200	Cost per trip													
	Rental Vehicle	9	Days	X	100	Cost per day													
	Lodging	8	Nights	X	150	Cost per night													
	Meals (per diem)	9	Days	X	50	Cost per day													
	MILEAGE	0	Miles	X	0	Cost per mile											\$0	\$0	\$0
	SUBMITTAL REPRODUCTION	8	Sets	X	50	Cost per set											\$300	\$0	\$300
Sub-Totals - Basic Services Itemized Expenses																	\$6,150	\$0	\$6,150
SPECIAL SERVICES:																	\$0	\$0	\$0
																	\$0	\$0	\$0
																	\$0	\$0	\$0
																	\$0	\$0	\$0
Sub-Total - Special Services																	\$0	\$0	\$0

Fee Breakdown

Idaho Falls Regional Airport
Work Order 16-05

North Terminal Expansion
Concept Budget Report

Task	Description	Principal	Senior Project Architect	Senior Architect	Architect II	Principal	Senior Architect	Senior Engineer	Senior Engineer	Senior Engineer	Clerical	Tit. Hrs.	Direct Cost Labor	Expenses	Sub consultant	Total Cost
		0	0	0	0	Civil	Local Arch	Structural	Mechanical	Electrical	0					
		WH	WA	WH	WH	0	0	0	0	0	0					
		\$251	\$206	\$161	\$129	\$195	\$161	\$161	\$161	\$161	\$70					
###																
L	Concept and Budget Report															
1	Project Management	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours				
1.1	Prepare for project kickoff meeting		4	2								0	\$0			\$0
	Develop and document project plan		8			4						2	14	\$2,508		\$1,140
	project kick-off meeting (site visit 1)		8			10	0	0	0	0		18	\$3,598			\$3,598
	workshop with tenants (site visit 1)											0	\$0			\$0
	Progress meeting with airport (TC 1)	3	3	3		3						12	\$2,430			\$2,430
	Progress meeting with airport (site visit 2)		16			10						26	\$5,246			\$5,246
	Progress meeting with airport (tc 2)	3	3	3		3						12	\$2,430			\$2,430
	Progress meeting with airport (site visit 3)		16			10						26	\$5,246			\$5,246
												0	\$0			\$0
2	Data Collection / Inventory											0	\$0			\$0
2.1	Review existing airport documents		2	2				1	2	2		6	\$1,539			\$1,539
2.1	Prepare summary list of data			2				1	2	1	2	8	\$1,106			\$1,106
2.2.1	Collect record drawings			1	1							2	\$200			\$200
2.2.2	Building Systems Analysis		4				3	2	4	3		16	\$2,758			\$2,758
2.2.3	Site Analysis		2			14	3	2	2			23	\$4,209			\$4,209
2.2.4	Building Code Review			2			2	2	1	1		8	\$1,288			\$1,288
2.2.5	Zoning Review			1			2					3	\$483			\$483
2.3	Financial Data Review	1		1		2						4	\$802			\$802
2.4	Surveys / Interviews		4			4	4			1		2	15	\$2,549		\$2,549
												0	\$0			\$0
3	Project Priorities											0	\$0			\$0
3.1.1	Assemble and Review Historical Data				2							2	\$322			\$322
3.1.2	Prepare Expenditure Forecasts				2	2						4	\$712			\$712
3.2.1	Prepare space requirements for baggage/rental car/support space			0								0	\$0			\$0
												0	\$0			\$0
4	Conceptual Alternatives and Design											0	\$0			\$0
4.1.1	Develop 3 Alternatives		12	16	24	8	8	3	4	2		77	\$12,441			\$12,441
4.1.2	Evaluate energy efficiency and sustainability measures		4						3	2		9	\$1,440			\$1,440
4.1.3	Programming and Project Priority Summary			8		2			2	2		12	\$2,000			\$2,000
	3 concept level layouts		2	10	6	2		4	3	4		31	\$4,957	\$15,000		\$19,957
	phasing diagram of preferred alternate			8		8	2	2	2	4		26	\$4,458			\$4,458
	ROM costing of preferred alternate	2	4	8		2	8	4	3	5		36	\$6,224			\$6,224
4.2	Prepare Conceptual Design			8	8	8	2	2	2	2		32	\$5,108			\$5,108
												0	\$0			\$0
5	Project Priorities											0	\$0			\$0
5.1	Assemble and Review CBR	2	2	12	24	6	4	2	4	2	24	82	\$10,724			\$10,724
	Revise per owner comments and resubmit		1	6		3			2	2	8	22	\$2,961			\$2,961
												0	\$0			\$0
												0	\$0			\$0
L	Concept and Budget Report	11	91	105	63	101	38	25	37	32	38	541	\$90,146	\$0	\$15,000	\$105,146
						\$19,895	\$6,118	\$4,025	\$5,957	\$5,152						