

CITY OF POCATELLO CITY COUNCIL MEETING AGENDA

May 19, 2016 · 6:00 PM
Council Chambers | 911 N 7th Avenue

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

2. INVOCATION

The invocation will be offered by Pastor Scott Sampson, Rocky Mountain Ministries.

3. CONSENT AGENDA

The following business items may be approved by one motion and a vote. If any one member of the Council so desires, any matter listed can be moved to a separate agenda item.

(a) MINUTES: Council may wish to waive the oral reading of the minutes and approve the minutes from the May 5, 2016 Budget Development meeting.

(b) TREASURER'S REPORT: Council may wish to consider the Treasurer's Report for April showing cash and investments as of April 30, 2016.

(c) POCATELLO ARTS COUNCIL APPOINTMENT: Council may wish to confirm the Mayor's appointment of Barbara Orr to serve as a member of the Pocatello Arts Council, replacing Winona Heyer-Soma who resigned. Ms. Orr's term will begin May 20, 2016 and will expire February 19, 2019.

(d) POCATELLO DEVELOPMENT AUTHORITY APPOINTMENT: Council may wish to confirm the Mayor's appointment of Scott Turner to serve as a member of the Pocatello Development Authority, replacing Cynthia Hill whose term expired. Mr. Turner's term will begin May 20, 2016 and will expire May 1, 2020.

(e) COUNCIL DECISION—CHEYENNE GATE FINAL SHORT PLAT: Council may wish to adopt its decision approving the Final Short Plat for Cheyenne Gate which divides 2.0 acres into a three (3) lot subdivision, subject to conditions. The property is located on Cheyenne Avenue just west of the Portneuf River. Access to said lots will be from a private drive via Cheyenne Avenue and is located within a Residential Medium Density Single Family (RMS) zoning district.

Documents: [AGENDA-ITEM3.PDF](#)

4. COMMUNICATIONS AND PROCLAMATIONS

5. CALENDAR REVIEW

Council may wish to take this opportunity to inform other Council members of upcoming meetings and events that should be called to their attention.

6. "COUNCIL SELECT" FUNDING AND ADMISSION FEE REDUCTION REQUESTS—IDAHO INTERNATIONAL CHORAL FESTIVAL 2016

Council may wish to consider requests from Julie Hayden (mailing address: PO Box 8489, Pocatello ID 83209) for the following:

(a) Council Select funds in the amount of \$250.00 to assist with expenses related to the 2016 Idaho International Choral Festival (IICF) July 19 through 24, 2016. (As of May 13, 2016 \$4,400.00 remains in the Council Select fund.); and

(b) That the City continue its tradition of reduced admission fees at the Ross Park Aquatic Complex (\$2.50 admission cost), Zoo Idaho (\$2.00 admission cost), and Fort

Hall Replica (\$1.00 admission cost) for IICF choir members visiting Pocatello during the event.

(Pertinent information attached.)

Documents: [AGENDA-ITEM6.PDF](#)

7. "COUNCIL SELECT" FUNDING REQUEST—CW HOG

The Cooperative Wilderness Handicapped Outdoor Group (CW HOG), represented by Bob Ellis (mailing address: 921 South 8th Avenue, MS 8128, Pocatello, ID 83209-8128) is requesting that "Council Select" funds in the amount of \$250.00 be used to help pay for the rental and moving of picnic tables and two recycling bins for the 35th Annual CW HOG "Pig-Out" Event planned for September 17, 2016. (As of May 13, 2016 \$4,400.00 remains in the Council Select fund.)

(Pertinent information attached.)

Documents: [AGENDA-ITEM7.PDF](#)

8. FEE WAIVER REQUESTS—MILITARY APPRECIATION DAY AT THE ZOO

Council may wish to consider the following requests by Zoo Idaho staff to continue its tradition of waiving admission fees for military families during Military Family Appreciation Day:

(a) Waive Zoo admission fees for military families on June 4, 2016; and

(b) Waive Zoo admission fees for military families for all future Military Family Appreciation Day events, subject to Zoo Idaho Superintendent's review.

(Pertinent Information Attached)

Documents: [AGENDA-ITEM8.PDF](#)

9. TEMPORARY STREET CLOSURE REQUEST—OLD TOWN POCATELLO

Council may wish to consider a request from Old Town Pocatello (mailing address: PO Box 222, Pocatello ID 83204) to close the 200 block of West Fremont and a portion of the 300 and 400 blocks of Union Pacific Avenue for the following 2016 events:

(a) Revive @ 5—Wednesdays May 25th to September 7th and Friday, August 12th 2:00 p.m. to 10:00 p.m.

(b) Pocatello Pride—Saturday June 25th 2:00 p.m. to 10:00 p.m.

(c) Welcome Back Orange & Black—Monday August 22nd Noon to 8:00 p.m. (includes parking lot closure 10:00 a.m. to 8:00 p.m.); and

(d) Recovery Fest—Friday September 16th 2:00 p.m. to 10:00 p.m.

City Staff has reviewed the request.

(Pertinent Information Attached)

Documents: [AGENDA-ITEM9-10.PDF](#)

10. OPEN CONTAINER WAIVER REQUEST—OLD TOWN POCATELLO

The Council may wish to consider a request from Old Town Pocatello (mailing address: PO Box 222, Pocatello ID 83204) for a waiver of the open container ordinance to allow alcohol to be consumed in the 200 block of West Fremont and a portion of the 400 block of Union Pacific Avenue for Revive @ 5 events—Wednesdays May 25 to September 7, 2016, including Friday, August 12 from 4:30 p.m. to 9:00 p.m.

If the open container ordinance is waived it should be contingent upon the applicant meeting Police Department requirements and purchasing appropriate permits.

(Pertinent Information Attached)

Documents: [AGENDA-ITEM9-10.PDF](#)

11. EXPERIENCE WORKS AGREEMENT—ANIMAL SERVICES

Council may wish to approve an agreement between ExperienceWorks, a Senior Community Service Employment Program, and the City of Pocatello to allow a participant of the Program to work at the Animal Shelter. ExperienceWorks is a federally funded organization and will pay the wages of a senior citizen trying to gain training to enter back into the work force in an amount up to 20 hours a week. There is no cost to the City.

(Pertinent Information Attached)

Documents: [AGENDA-ITEM11.PDF](#)

12. ZOO TRUMPETER SWAN/MARSHLAND PHASE 2 GRANT APPLICATION—U.S. FISH AND WILDLIFE SERVICE

Council may wish to approve the submission of a grant application to U.S. Fish and Wildlife Service in the amount of \$25,000.00 and, if awarded, authorize acceptance of the grant and authorize the Mayor to sign, subject to Legal Department review, documents related to the grant. The grant will be used to construct Phase 2 of the Marshland Exhibit, Meadow and Crane Breeding Facility at the Zoo. City match will be met with in-kind work by staff and continued maintenance of the exhibit.

(Pertinent Information Attached)

Documents: [AGENDA-ITEM12.PDF](#)

13. TRANSPORTATION ALTERNATIVES PROJECT GRANT APPLICATION—CONSTRUCTION OF MULTI-USE PATHWAY

The Trails Working Group and the Portneuf Greenway Foundation request City Council support for submission of a Transportation Alternatives Project (TAP) grant application to the Idaho Transportation Department in the amount of \$400,000.00, and authorize the Mayor's signature, subject to Legal Department review, on documents related to the project.

The TAP would be for construction of a multi-use pathway along the eastern edge of the Interstate 15 right-of-way from the Farm Bureau building to the Monte Vista Overpass.

Grant funds will be used to design, grade, gravel and pave the path. Matching funds in the amount of \$29,360.00 (7.34%) will come from the Portneuf Greenway Foundation.

The City of Pocatello will have full ownership of the path upon completion.

(Pertinent Information Attached)

Documents: [AGENDA-ITEM13.PDF](#)

14. INTERSTATE RIGHT OF WAY REQUESTS FOR CONSTRUCTION OF MULTI-USE PATHWAYS

The Trails Working Group and the Portneuf Greenway Foundation request City Council support for periodic application requests to the Idaho Transportation Department and Federal Highway Administration to relinquish several sections of Interstate Right-of-Way for non-motorized, multi-use paths to the City, with the provision that the City of Pocatello will assume responsibility for operating and maintaining the pathway and appurtenances upon completion, and authorize the Mayor's signature, subject to Engineering and Legal Department review, on documents related to the applications.

The sections in question are needed to construct paths in compliance with the

Americans with Disabilities Act, and to insure path continuity from Idaho State University at Terry Street to the Portneuf Healthcare Wellness Complex.

(Pertinent Information Attached)

Documents: [AGENDA-ITEM14.PDF](#)

15. BID/CONTRACT—AIRPORT REHABILITATION OF PAVEMENT PROJECT

Council may wish to consider the recommendation of staff for the following requests regarding the rehabilitation and reconfiguring of taxiways and the terminal apron at the Pocatello Airport.

(a) Accept the bid received on March 31, 2016 from Knife River Corporation-Northwest in the amount of \$3,513,387.00 and, if the bid is accepted;

(b) Authorize the execution of a contract agreement and notice of bid award between the City of Pocatello and Knife River Corporation-Northwest in the amount of \$3,513,387.00, subject to Legal Department review.

The rehabilitation project will be funded 93.75% by FAA grant funds and 6.25% by airport passenger facility charge (PFC) funds. This project is contingent upon award of grant funds and FAA approval.

(Pertinent Information Attached)

Documents: [AGENDA-ITEM15.PDF](#)

16. PROFESSIONAL SERVICES AGREEMENT WITH T-O ENGINEERS FOR AIRPORT REHABILITATION OF PAVEMENT PROJECT

Council may wish to approve and authorize the Mayor to sign a Professional Services Agreement with T-O Engineers. The contract fee is based on time and materials and is not to exceed \$290,552.50.

Scope of work includes project management of the following projects at the Airport: (a) Rehabilitation of Taxiway A and connecting taxiways; (b) Rehabilitation of terminal apron; (c) Relocation of Taxiway E (A5); and (d) Reconfiguration of Taxiway A (A1) at Runway 21. Funding for the agreement will come from a federal grant (93.75%) and local match monies (6.25%) provided by Airport PFC funds.

(Pertinent Information Attached)

Documents: [AGENDA-ITEM16.PDF](#)

17. MCNABB GRAIN AMENDMENT TO LEASE AGREEMENT—AIRPORT

Council may wish to approve and authorize the Mayor to sign an amendment to the lease agreement between the City of Pocatello and McNabb Grain dated July 1, 2010. The amendment will increase the leased premises by an additional 3.38 acres and increase the rental rate to a total of \$512.00 per month. The purpose of the agreement will also be amended to include storage of hay as well as grain.

(Pertinent Information Attached)

Documents: [AGENDA-ITEM17.PDF](#)

18. RIVERBEND COMMUNICATIONS, LLC—LEASE AGREEMENT AND EASEMENT

Council may wish to approve the Mayor's signature on a Lease Agreement and Easement with Riverbend Communications, LLC for the use of City property to continue its placement and operation of a communication tower at the Water Department reservoir yard off of Fore Road. The fee for said use is \$200.00 per month, beginning May 1, 2016 through April 30, 2019.

(Pertinent Information Attached)

Documents: [AGENDA-ITEM18.PDF](#)

19. ORDINANCES

The Council has the following options for reading ordinances. If the Council makes no motion, the ordinance will be read by title on two occasions and at length on the third occasion and placed on final passage for publication.

EXAMPLE MOTIONS:

FOR THREE SEPARATE READINGS: "I move the ordinance, Agenda Item # , be read only by title on three separate occasions and placed on final passage and ordered for publication, and that only the ordinance summary sheet be submitted for publication."

FOR ONE READING UNDER RULES SUSPENSION: "I move the ordinance, Agenda Item # , be read only by title and placed on final passage for publication, and that only the ordinance summary sheet be submitted for publication."

Before the ordinance can be read under Option 1 or 2, the Council, by a vote of one-half plus one (4) of the full Council, must vote to direct how the ordinance is to be read.

An ordinance ready for reading.

19. An ordinance vacating the public's interest in an existing abandoned 20 foot wide water line easement running diagonally through Lot 25, Block 2, Farr-Ens Estate Subdivision. Said vacation was approved by Council on June 4, 2015 and all conditions contained therein have been met. (Ordinance has been prepared for reading under the rules of suspension.)

Documents: [AGENDA-ITEM19.PDF](#)

20. DISCUSSION ITEMS

This time has been set aside to hear discussion items not listed on the agenda. Items which appeared somewhere else on the agenda will not be discussed at this time. The Council is not allowed to take any official action at this meeting on matters brought forward under this agenda item. Items will either be referred to the appropriate staff or scheduled on a subsequent agenda. You must sign in at the start of the meeting in order to be recognized. (Note: Total time allotted for this item is fifteen (15) minutes, with a maximum of three (3) minutes per speaker.)

PUBLIC HEARING PROCEDURE

1. Explanation of hearing procedures by Mayor or staff.
 - o Ten (10) minute time limit on applicant presentation.
 - o Three (3) minute time limit on public testimony.
 - o Names and addresses are required from those presenting/testifying.
 - o Questions/comments should be addressed to the Mayor and Council.
 - o Council members must make their decision regarding the application on facts already in the record and information presented at the public hearing. Conflicts of interest, site visits and ex-parte contacts by Council members will be acknowledged.
 - o Protocol requires that Council and audience be recognized by the Mayor prior to speaking.
2. Mayor opens hearing.
3. Presentation by applicant.

Note: Remember, applicant bears the responsibility for making his/her case. This is also

the time for Council members to ask their questions of the applicant.

4. Presentation by staff.
5. Written correspondence submitted for the record.
6. Testimony by those supporting the application.
7. Testimony by those uncommitted on the application.
8. Testimony by opponents to the application.
9. Rebuttal by the applicant.
10. Mayor closes the hearing and initiates motion/deliberations.
Note: The Mayor may choose to require a motion prior to the discussion in order to focus deliberations, or, the Mayor may choose to allow deliberations prior to the motion in order to facilitate wording of the motion.
11. Develop a written and reasoned statement supporting the decision.

READING OF AN ORDINANCE PROCEDURE

1. Council determines which option below will be used to read the Ordinance by roll call vote.
2. The Ordinance is read by City Staff (usually City Attorney).
3. Mayor will declare the final reading of the ordinance and ask "Shall the Ordinance pass?"
After roll call is taken, Mayor will announce whether or not the ordinance passed.

AGENDA

ITEM

NO. 3

Consent

Agenda

3(a)

CITY OF POCA TELLO, IDAHO
CITY COUNCIL MEETING -
BUDGET DEVELOPMENT
MAY 5, 2016

Mayor Brian Blad called the City Council meeting for budget development to order at 9:01 a.m. Council members present were Roger Bray, Craig Cooper, Jim Johnston, Gary Moore and Michael L. Orr. Council member Steve Brown arrived at 9:34 a.m.

Mayor Blad announced the Council would review various topics regarding development of the proposed Fiscal Year 2017 Budget.

Joyce Stroschein, Chief Financial Officer/Treasurer, stated that information regarding budgets for City departments would be presented. She gave an overview of the material that would be discussed to determine the Fiscal Year 2017 budget and announced that department briefings would be held at this time.

-POLICE Scott Marchand, Police Chief; Jim Peterson, Deputy Chief; and Joyce
DEPARTMENT Stroschein, Chief Financial Officer/Treasurer; gave an overview of
FISCAL YEAR 2017 the estimated Police Department budget for Fiscal Year 2017.
BUDGET REVIEW

Ms. Stroschein gave an overview of the process staff will follow to give their budget presentations. She reviewed the Police Department's Fiscal Year 2017 budget requests and noted Police staff would be available to answer questions.

Ms. Stroschein explained the labor (wages + all benefits) line shows an increase of \$263,000.00. This increase is for the following: a) individuals that have submitted their intent to retire; b) health insurance premiums; and c) step moves according to the City's Pay Plan.

Mr. Peterson noted there is a large increase in the capital outlay fund for vehicles. He explained this is not a change in the standard request amount, just from a different funding group. It was clarified the \$160,000.00 anticipated from School District No. 25 for School Resource Officers has already been applied to the budget.

General discussion regarding replacement of radios followed. Mr. Marchand acknowledged the radios will need to be replaced at some point. However, he feels it makes sense not to purchase radios all at once. Police staff would prefer to purchase radios in small lots. They feel replacing radios over a period of time is more cost effective.

In response to questions from Council, Ms. Stroschein explained once an employee has submitted their intent to retire, a department will designate funds in their budget for the expense. If the employee decides not to retire in that budget year, the funds will be moved to a separate account and be reserved for retirement expenses.

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In response to questions from Council, Mr. Marchand explained some Pocatello Police officers have applied for other positions. He noted most of their concerns are based upon the potential that benefits will be lost and wages are below market.

PROPOSED – OVERALL REDUCTIONS AND INCREASED REVENUE FOR FY2017

School District support for School Resource Officers (SRO) \$160,000.00.

Additional reductions in operating lines \$22,118.00.

Reorganization change to stenographer and dispatch supervisory type positions.

Additional responsibility on sworn personnel.

-AIRPORT
 DEPARTMENT
 FISCAL YEAR 2017
 BUDGET REVIEW

David Allen, Airport Manager, and Joyce Stroschein, Chief Financial Officer/Treasurer, gave an overview of the estimated Airport Department budget for Fiscal Year 2017.

PROPOSED TOTAL REDUCTIONS - \$24,500.00

Impact of proposed reductions of services at the airport -

Consulting Services \$10,000.00 – impact to ability to retain and increase air service.

Training registration \$500.00 – impact to improving personnel knowledge/education.

Advertising \$5,000.00 – impact to marketing tools: calendars, free coffee, complimentary gifts, and goodwill advertising.

Travel and Meals \$2,000.00 – impact on air service, marketing visits, and Chamber of Commerce networking functions.

Repairs and Maintenance \$7,000.00 – impact to lease revenue.

Mr. Allen mentioned the Idaho Accelerator Center and Idaho Specialist leases are ending which will result in a decrease of revenue.

Council member Steve Brown arrived at this time.

Ms. Stroschein gave an overview of the benefits of redistributing expenses among departments. She noted that she is meeting with department heads prior to creating their budget spreadsheet to

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analyze the proposed figures. She then monitors the impact on the tax funds every time she reviews a department.

Council discussion regarding redistribution of general funds, property taxes available, reducing expenses in the budget and how the estimated revenue estimates are being calculated continued.

-MARSHALL
 LIBRARY
 FISCAL YEAR 2017
 BUDGET REVIEW

Eric Suess, Library Director, and Trina Bowman, Associate Director; and Joyce Stroschein, Chief Financial Officer/Treasurer gave an overview of the estimated Marshall Public Library budget for Fiscal Year 2017.

Mr. Suess explained they are having difficulty with providing adequate staff coverage at the library. As a result, higher paying positions are covering the desk duties. He noted the library is seeking volunteers to deliver materials within the community as well as sorting materials, etc. Mr. Suess mentioned staff is trying to provide library services that follow the budget guidelines given by Council.

Ms. Bowman reported prior to staff reductions the Library provided library materials to 600 individuals living in facilities such as nursing homes. She noted that the current outreach is approximately 100 individuals.

IMPACT OF PROPOSED REDUCTIONS ON LIBRARY SERVICES –

Cancellation of Outreach services.

Limited staff coverage of public service desks.

Mr. Moore expressed his appreciation of library staff and acknowledged the difficulties with staffing levels. He noted that reducing services is what the Council is trying to do to save funds.

-VIDEO SERVICES
 FISCAL YEAR 2017
 BUDGET REVIEW

Logan McDougall, Director; and Joyce Stroschein, Chief Financial Officer/Treasurer; gave an overview of the estimated Video Services budget for Fiscal Year 2017.

Ms. Stroschein announced there is a proposed overall reduction of \$25,788.00 for Video Services. She reported this department supports all departments of the City for media services and there is no internal charge for these services. Ms. Stroschein explained the Public Information Officer position is too new to determine a cost to be charged to individual departments. She shared her concerns with charging departments by the number of media releases issued on their behalf and feels this may discourage the submission of items.

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Mr. McDougall shared his concerns with delegating any special duties for Video Services staff. He noted that staff will be on a set schedule and will not be available for “on demand” projects.

IMPACT OF PROPOSED REDUCTIONS – VIDEO SERVICES

Eliminate Government Access Production Assistant.

Limit production availability – Sunday production will be eliminated.

Delegation of other responsibilities “on demand” will be limited.

MAYOR AND COUNCIL Anne Nichols, Assistant to the Mayor, and Joyce Stroschein, Chief
 DEPARTMENTS Financial Officer/Treasurer, gave an overview of the estimated
 FISCAL YEAR 2017 Mayor and Council Department budgets for Fiscal Year 2017.
 BUDGET OVERVIEW

Ms. Stroschein explained general fund expenses are higher because these costs were absorbed by Mayor/Council, Legal and Finance departments. She gave an overview of the increase.

IMPACT OF PROPOSED REDUCTIONS – MAYOR/COUNCIL

Reduced community involvement for Mayor and Council.

Reduced training opportunities.

Reduced advertising.

Absorb non-departmental costs as discussed.

In response to a question from Council, Mr. Stroschein explained “Council Select” is listed under non-departmental and this fund is scheduled for review on May 12, 2016.

-FINANCE Ms. Stroschein, Chief Financial Officer/Treasurer gave an overview
 DEPARTMENT of the estimated Finance Department budget for Fiscal Year 2017.
 FISCAL YEAR 2017
 BUDGET OVERVIEW

Ms. Stroschein mentioned the vacant position in the Finance Department has not been filled and the workload in the department has increased. She is currently training new staff. Ms. Stroschein reviewed upcoming retirements in her department and plans to go through a reorganization of the department as changes in staff occur.

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IMPACT OF PROPOSED REDUCTIONS TO SERVICES - FINANCE

Reduction of open position by \$19,888.00.

Removed education cost by \$1,500.00.

Absorption of non-departmental costs related to Central Supply \$58,094.00.

Absorb potential increases in audit and actuary services.

Ms. Stroschein would like to fill the vacant position in her department. She also has an employee retiring in May 2017 and may want to bring in a new hire to cross train for a couple of months.

<p>-BUILDING AND CITY HALL FISCAL YEAR 2017 BUDGET OVERVIEW</p>	<p>Lynn Transtrum, Building Official, and Joyce Stroschein, Chief Financial Officer/Treasurer, gave an overview of the estimated Building Department and City Hall budgets for Fiscal Year 2017.</p>
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City Hall-

Mr. Transtrum reviewed door locks, interior system security and staff efforts to keep the City Hall facility properly maintained.

Ms. Stroschein asked for clarification regarding reduced funding for the Pocatello Free Clinic.

Mr. Brown feels a non-profit entity needs more time to make arrangements to secure funding. He suggested Council start taking steps to reduce funding for the Free Clinic over a couple of years.

IMPACT OF PROPOSED REDUCTIONS – CITY HALL

Reduction of paying utilities for the Pocatello Free Clinic (will be considered over an extended period of time).

Short term savings on change of personnel.

Building Department –

Mr. Transtrum reported he designated \$10,000.00 for vehicle replacement. He feels confident the vehicle can be replaced within \$20,000.00 range.

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IMPACT OF PROPOSED REDUCTIONS – BUILDING DEPARTMENT

Short term savings on change of personnel.

Previous reorganization was completed in 2011.

-CEMETERY DIVISION
 FISCAL YEAR 2017
 BUDGET OVERVIEW

Martin Peace, Cemetery Sexton, and Joyce Stroschein, Chief Financial Officer/Treasurer, gave an overview of the estimated Cemetery budget for Fiscal Year 2017.

Mr. Moore would like staff to look at the impact of individuals outside the City limits that utilize the cemeteries to determine the long-term costs. He feels continued maintenance is not solely the Pocatello taxpayer's responsibility.

Mr. Peace explained approximately 14 acres have not yet been utilized so the cemetery should have new plots available for approximately 25 more years. He noted there is an additional charge of \$140.00 for non-residents who purchase a cemetery plot.

In response to questions from Council, Mr. Peace explained the north end of Mountain View Cemetery could be modified by taking out every other road way. This would allow for more plots in that section of the cemetery. Mr. Peace noted that cremations have increased over the last several years and the City Code now allows 2 cremains and one casket or 3 cremains per plot.

In response to questions from Council, John Banks, Parks and Recreation Director, reported staff has started the discussion of the City charging for perpetual care of plots at the cemetery.

IMPACT OF PROPOSED REDUCTIONS TO SERVICES AT THE CEMETERY

Overall quality and level of cemetery maintenance will be impacted.

Reduction in the ability for staff to respond to time sensitive needs and/or emergency situations. It was noted that emergency services include incidents such as a water line break in the cemetery. (4 water line breaks have occurred in Restlawn Cemetery)

-RECREATION DIVISION
 FISCAL YEAR 2017
 BUDGET OVERVIEW

John Banks, Parks and Recreation Director; and Joyce Stroschein, Chief Financial Officer/Treasurer; gave an overview of the estimated Recreation Division budget for Fiscal Year 2017.

Mr. Banks anticipates \$37,000.00 in additional revenue for the City's golf courses and other recreation divisions.

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Outdoor Recreation – reductions in staff wages expense. Mr. Banks noted that the Nordic Center will be closed 1 ½ days per week requiring less staff. Maintenance costs will decrease since the Center will be open less. He anticipates volunteers will help keep the area in shape.

Team Sports – reduction in staff wages expense. Mr. Banks explained some of the reductions are from having less staff and reducing maintenance at Optimist field. He clarified the field will not be kept in “game” shape. However, it will be level and in “practice” shape. Mr. Banks reported reducing maintenance at this field would have the least impact on other services provided by the division.

Ross Park Aquatic Complex - reduction in staff wages expense. Mr. Banks explained the Complex will close early to save wages. This will shrink the hours of service while still providing full service to users.

Community Recreation Center – reduction in staff wages expense. Mr. Banks explained the Center will close early to save wages. The evening hours are lightly attended and he feels this is the best place to reduce costs.

Golf Division – no reductions are pending. Mr. Banks anticipates an increase in revenue of \$18,000.00 from renegotiating the terms of the FORE Golf concessions agreement and modifying capital repairs.

Fort Hall Replica – reduction in staff wages expense. Mr. Banks explained the Replica will close early to save wages. He noted that banking fees will decrease since the gift shop will no longer have a credit card machine.

Summer Concert Productions – Mr. Banks reported donations may be available to help support these events. Cost savings could be accomplished by reducing the extent of the productions allowing for 6 concerts.

IMPACT TO SERVICES --

Outdoor Recreation – decrease in overall quality and level of Mink Creek Nordic Center maintenance (could impact patron usage).

Team Sports – decrease in overall quality and level of sport field maintenance (could impact patron usage especially at Optimist Field).

Community Recreation Center and Ross Park Aquatic Center – reduced operating hours (potential patron inconvenience).

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Fort Hall Replica – reduced operating hours (potential patron inconvenience).

Summer Municipal Band Concerts – reduced number of concerts and negative impact on participants.

Zoo Idaho – reductions in staff wages expense with reduction of personnel.

Peter Pruett, Zoo Superintendent, explained the Zoo cannot predict what kind or how many animals will be introduced at the facility from year to year. As a result, he needs to have flexibility in the Zoo's operating budget and chose to reduce the work force.

Mr. Banks explained improvements at the Zoo will still require the same number of staff. He noted that plans are being made to use Zoological Society members and other volunteers. Staff is hopeful increased marketing of the Zoo will provide more revenue and eventually additional personnel.

In response to questions from Council, Mr. Pruett explained concession sales have not been productive. He feels concession purchases will increase in 2017 when the new building is developed. Concessions will not be a huge money maker for the zoo. However, visitors will want to have the opportunity to purchase items. Mr. Pruett gave an overview of the restroom renovations and is confident the restrooms will be functional soon.

IMPACT OF PROPOSED REDUCTIONS – ZOO IDAHO

Negative impact on consistency, expertise of exhibit maintenance and animal husbandry.

-TRANSIT
 DEPARTMENT
 FISCAL YEAR 2017
 BUDGET REVIEW

Dave Hunt, Director, gave an overview of the estimated Transit Department's Budget for Fiscal Year 2017.

Mr. Hunt reviewed Rural and Urban Transit funds.

Rural funds --

It was noted that pending retirements of full-time positions will probably be replaced with part-time positions to save on costs.

Reserve funds are being built up for capital purchases. Most of the services provided are for medical needs. Mr. Hunt explained the Transit Department is not in competition with other transportation systems.

Urban funds -

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It was noted that pending retirements of full-time positions will probably be replaced with part-time positions to save on costs. There will be a re-organization of administration positions within the department.

Ms. Stroschein included information from Fiscal Year 2016 because the reduction of fixed routes has already been implemented. She noted the additional \$26,000.00 from the City of Chubbuck will help to continue fixed routes.

IMPACT OF FISCAL YEAR 2016 AND FISCAL YEAR 2017 CHANGES.

Reduction of fixed route services.

Continued inability to address capital bus replacement needs.

Ms. Stroschein gave an overview of City departments scheduled to give presentations at the May 12, 2016 Budget meeting which will immediately follow the Study Session.

There being no further business, Mayor Blad adjourned the meeting at 11:21 a.m.

APPROVED:

BRIAN C. BLAD, MAYOR

PREPARED BY AND ATTEST:

RUTH E. WHITWORTH, CMC, CITY CLERK

**CITY COUNCIL DECISION
FINAL SHORT PLAT APPROVAL
CHEYENNE GATE**

Intermountain Gas Company, an Idaho Corporation, as the Developer and Owner, represented by David Klatt, of David Klatt Land Surveying, submitted a request to subdivide 2.0 acres into a 3 lot subdivision located on Cheyenne Avenue just west of the Portneuf River. Access to the said lots will be from a private drive via Cheyenne Avenue. The property is located within a Residential Medium Density Single Family (RMS) zoning district.

The Planning and Zoning Commission (P&Z) reviewed the plat at its meeting held April 13, 2016, and thereafter recommended approval of the plat subject to a number of conditions. City staff also recommended approval of the plat subject to conditions.

This matter came before City Council at its regularly scheduled meeting on April 21, 2016, whereat the City Council approved the short plat for the subdivision and authorized City staff to sign the plat for the subdivision, subject to the following conditions:

1. All conditions on the Subdivision Application Staff Report dated April 21, 2016, attached hereto as Exhibit 1, and incorporated herein, shall be met.
2. All conditions set out in the Public Works Department Memorandum dated April 6, 2016, attached hereto as Exhibit 2, and incorporated herein, shall be met.
3. If applicable, the Covenants, Conditions and Restrictions (CCR's) shall be submitted to the City for review and approval by the Legal Department prior to recording.
4. All corrections noted by City Representatives on the plat shall be completed prior to recording of the final plat.
5. The plat shall conform to all State and local laws and ordinances.
6. All other standards and conditions of Municipal Code not herein addressed but applicable to the commercial development shall apply.

Notice is hereby given that applicant has the right to challenge this Decision and request a regulatory taking analysis pursuant to Idaho Code Section 67-8003 within 28 days after this Decision.

DATED this 19th day of May, 2016.

CITY OF POCA TELLO, a municipal corporation of Idaho

BRIAN C. BLAD, Mayor

EXECUTIVE SUMMARY
PLANNING & DEVELOPMENT SERVICES DEPARTMENT

To: Mayor Blad & Pocatello City Council
From: Matthew G. Lewis, Planning Division Manager
Date: Council Meeting held on April 21, 2016

MGL

SUBDIVISION: Cheyenne Gate
TYPE:

Preliminary:	Final:	Short:XXXXXXX
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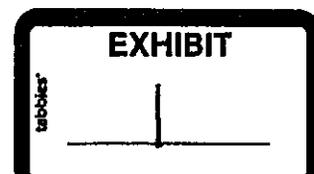
RECOMMENDATION

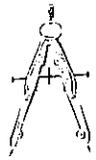
Planning & Zoning Commission Action: The Commission reviewed the subject short plat at their regularly scheduled meeting held on April 13, 2016 at which time they recommended approval with Staff conditions as follows:

1. **Engineering:** All conditions noted in **Exhibit 1** shall be strictly adhered to prior to recording of an approved plat.
2. All corrections noted by City representatives on the plat shall be completed prior to recording of the plat.
3. All other standards and conditions of Municipal Code not herein stated but applicable to platting and commercial development shall apply.

GENERAL BACKGROUND

- a. **Applicant and Request:** J.J. Murphy representing Intermountain Gas Company (mailing address: 555 S. Cole Road Boise, ID 83709) and David Klatt, PLC. (12600 N. Hawthorne Road Pocatello, ID 83202) has submitted an application and short plat for a proposed 3-lot subdivision located on Cheyenne Road just west of the Portneuf River.
- b. **Site Detail:** The subject property is zoned Residential Medium Density Single-Family (RMS). This designation requires a minimum lot size of 5,000 square-feet for single-family dwellings. The smallest lot proposed measures 10,000 square-feet in size. Lot 1 will remain undeveloped with exception a 30-foot wide access road proposed on the North portion of Lot 1 Block 1. Intermountain Gas proposes to place a pressure regulator station for an existing high pressure gas line on Lot 2 Block 1. Williams Pipeline proposes to place above ground piping and meter station on Lot 3 Block 1. Municipal Code addresses "Basic Utilities" as including water lines, storm water lines, water quality swales, sanitary sewer lines, and local electrical, gas, cable, or telephone lines or conduit. All of these are permitted outright in all zoning districts. In this case, the proposed pressure regulator building and communication antenna is accessory to the existing gas line infrastructure and thus Municipal Code requires that this equipment is conditionally permitted in Residential zoning districts. The conditional use permit application will be considered in a public hearing before a Hearing Examiner.
- c. **Infrastructure Improvements:** Access to all three lots will be from a private drive via Cheyenne Avenue. Fire Department officials will review and approve the driveway material and appropriate turnaround. Intermountain Gas officials will be working with Engineering and Street Department staff to construct a cul-de-sac at the end of Cheyenne Avenue. No other infrastructure improvements such as placement of curb, gutter and sidewalk will be required.





Memorandum

To: Matt Lewis, Planning Manager
From: Merril Quayle P.E. Public Works/Development Engineer MB
Date: April 6, 2016
Re: Cheyenne Gate Subdivision (P&Z 4-13-16 and City Council 4-21-16 Agenda)

The Public Works Department has reviewed the plat for the above mentioned project and submits that the following changes shall be made prior to beginning construction.

1. Plat

- a. Coordinate all plat correction through Mark Jensen, City of Pocatello City Surveyor for a more inclusive and comprehensive review preparatory to recording.
- b. Subdivision plat shall conform to all state and local laws and ordinances.
- c. The boundary of the subdivision shall be marked with 5/8" rebar and stamped 2" aluminum cap.
- d. Notes on the plat shall be approved by the City of Pocatello City Surveyor and Legal Department prior to recording.
- e. Clarify if there is any CCR's or agreements associated with this plat. If there are CCR's or agreements they need to be submitted for review by the City Legal Department.
- f. Provide adjoining property owners recorded deeds, a copy of all recorded easements and document(s) which grants the signatory to sign the plat on the behalf of the owner(s) to the City Surveyor for final review.
- g. This subdivision is located within the 100 year flood plain, an AO Zone, with a 2 foot flood depth – Firm Panel 160012 0010B.
- h. The plat shall be black opaque ink, no gray scale or color.
- i. The plat shall be reproducible on an 8.5x11 sheet of paper per Bannock County instructions.

2. Infrastructure at the time of construction

- a. Asphalt patch back and driveway approach will meet City of Pocatello Standards.
- b. Turn around meeting fire department standards.



AGENDA

ITEM

NO. 6

REQUEST FOR COUNCIL SELECT FUNDS

Please fill out this form completely as you are allowed to come before the City Council only once per event.

The City Council meets the first and third Thursday of the month. Requests need to be submitted to the Mayor's Office before 12:00 noon 7 days prior to the meeting you wish to attend.

If you have any questions, please call 234-6215.

Name of organization requesting funds: Idaho International Choral Festival

Individual representing organization: Julie Hayden

Address PO Box 8489, Pocatello, ID 83209

Phone 208-335-2325 E-Mail julieldh@gmail.com

Date and Place of event being sponsored by the organization July 19-24, 2016; various venues

Type of event being sponsored by the organization (example: fundraiser for...) _____

An international choral festival

If this is a fundraiser, will the money stay in Pocatello? N/A

What City services will be paid for with the requested funds? Please note that Council Select funds cannot be used for Park Shelter Rentals.

Hard costs: certificates of appreciation, extra tables and associated costs for closing social

Soft costs: reduced admission fees to City facilities and administrative services by City staff

Have you reserved the items you are requesting? Yes

Amount of funds requested: \$250 (hard costs)

Have you verified the cost of the services you are requesting? Yes

Why are you requesting these funds from the City of Pocatello? _____

The City has been a sponsor of the event since its inception and will hopefully continue its support.

What other sources of funding does your organization have? _____

Private donations and grants

FOR CITY OF POCATELLO USE ONLY

Date request received 5/5/16

Council meeting date 5/19/16

Action taken on request _____

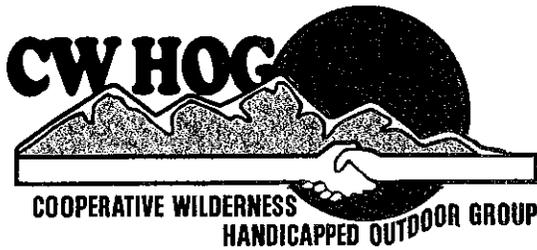
Date applicant notified _____

AGENDA

ITEM

NO. 7

MAY 12 2016



"Daring to be Different."

Pocatello City Council
 911 North 7th Ave.
 Pocatello, Id. 83201

Dear City Council,

This year Idaho State University's Cooperative Wilderness Handicapped Outdoor Group (CW HOG) is celebrating its **35th year** of providing challenging outdoor recreation to individuals with disabilities. Our biggest fundraiser continues to be the CW HOG PIG OUT and is just around the corner! Since 1981, the PIG OUT has been the driving fundraising force behind CW HOG, allowing the organization to build community partnerships, develop adaptive recreation programming, and continue our thirty two years of life-changing opportunities. A sponsorship from you will continue to make the PIG OUT one of Pocatello's finest community events and CW HOG is requesting the Pocatello City Council to consider this proposal.

The confidence, self-esteem, and lifelong memories that come along with challenging oneself with outdoor adventures are immeasurable and CW HOG is committed to assisting with these challenges. From whitewater rafting, adaptive snow skiing, to adaptive physical education classes, CW HOG continues to impact the lives of people of ALL abilities. Your sponsorship will help to ensure the continued success of the PIG OUT and CW HOG.

Thank you for your consideration of this proposal. Through partnerships like these, great things can continue to happen.

Sincerely,

Bob Ellis
 Outdoor Recreation Coordinator
 CW HOG
 282-3912



REQUEST

CW HOG is inviting the Pocatello City Council to be a major sponsor of the **35th Annual PIG OUT** by donating the use and delivery of \$250 worth of picnic tables and 2 recycling bins to the Lower Ross Park pavilion by the swimming pool.

BACKGROUND

The Cooperative Wilderness Handicapped Outdoor Group (CWHOG) was founded in 1981 as a self-help group which provides opportunities for people with and without disabilities to interact through involvement in recreational activities. Since then, CWHOG has gained acclaim by providing physical fitness classes, water skiing, alpine skiing, and outdoor adventure activities.

The activities and adaptive equipment are made possible by local fundraisers. The largest and most successful fundraiser is the **PIG OUT**, an evening of fun and music. Since 1981, this fundraiser has grown to feed over 800 community supporters a dinner of roast pork, vegetarian Dutch oven dish, baked potato, corn on the cob, green salad and a choice of beverage along with musical entertainment supplied by local artists.

The date for this year's **PIG OUT** will be September 17, 2016, and is expected to serve 800 people.

BENEFITS

In return for their sponsorship, Pocatello City Council will be included in our publicity campaign. The types of media to be employed are:

- Name on event t-shirt
- Name on event poster
- Event admission tickets (800)
- Social media recognition
- Radio Interviews
- Large banner at the **PIG OUT**

These items will be distributed throughout Southeastern Idaho and will announce Pocatello City Council as a sponsor of the 2016 **PIG OUT**.

Contact Information:

Bob Ellis
CW HOG
(208)282-3912

**AGENDA
ITEM
NO. 8**

EXECUTIVE SUMMARY

TO: Mayor Blad and Council Members
FROM: Peter Pruett, Zoo Superintendent
RE: **Military Family Appreciation Day: June 4, 2016**
DATE: May 19, 2016

Zoo Idaho requests that the City Council consider waiving admission fees for military families during Military Family Appreciation Day on June 4, 2016.

Zoo Idaho will host the 8th annual Military Family Appreciation Day on June 4th, 2016. The event is coordinated by Hiedi Young, Family Assistance Center Specialist for the Idaho National Guard Family Program. The vision for the event is to show appreciation for our military families, the sacrifices that they, their spouses & children make, as well as for their invaluable service to our country. Zoo Idaho is proud to once again be the event host, and we take pride in making the event special for our military families and zoo patrons.

Ms. Young has the difficult task of funding the Military Appreciation Day through donations. As a way for both the zoo and City of Pocatello to further support this important event and acknowledge the sacrifice of our military families as well as their valuable service to our country, the zoo requests that City Council continue its tradition waiving zoo admission fees for the military families for the June 4th, 2016 Military Appreciation Day. (**Note: the event does not preclude admission for normal zoo patrons*).

Ms. Young's goal is to have 150-200 military family members attend the 2016 event. As in past years, there will be a check-in table where military families are required to show proof of status to receive an entrance and activities wrist band. All patrons who cannot show proof of status, or are normal patrons, will be required to pay regular admission prices.

It is requested that the City Council consider continuing its tradition of waiving admission fees for military families during the Military Family Appreciation Day event on June 4, 2016, and for future Military Appreciation Day events.

**AGENDA
ITEMS
NO. 9 & 10**

9 & 10



April 28, 2016

Dear Mayor Blad and Pocatello City Council Members:

The Bannock Civitans will once again be hosting the Revive @ 5 Summer Concerts at the Old Town Pavilion. This year the concert season will begin on May 25 and run every Wednesday night ending August 31. The regular season will end on August 31 and the Pocatello Chief's will host the End of Summer Bash on September 7.

Beer and wine are served during Revive @ 5. This year the evenings will end at 8pm with the exception of June 29 and July 27, and that evening will end at 9pm. In addition to the regular Revive @ 5 schedule, the Bannock Civitans will host the Civitan Heart of the West District Convention in Pocatello this summer. On Friday, August 12, they will host a special Revive @ 5 to welcome Civitans from across the western area. The Bannock Civitans have successfully managed security for this event for the past 13 years without any major problems. The club has worked and will continue to work with the City's Police Department, Fire Department and Street Department to insure a safe environment for all those who participate in Revive @ 5.

As a representative of Old Town Pocatello, Inc. and Bannock Civitan, I have submitted a street and parking lot closure request to accommodate the Revive @ 5 Concerts and Old Town events planned throughout the summer of 2016. The closure areas are consistent with previous years.

This letter is to request a waiver of the open container ordinance to allow beer and wine served during Revive @ 5 to be consumed on the 200 block of West Fremont and the 400 block of North Union Pacific Avenue. This request is consistent with the 2008-2015 approved areas. The waiver would be for Wednesdays from 4:30pm to 9pm beginning on May 25, 2016 and ending on September 7, 2016, including Friday, August 12. Please see attached map illustrating the area.

Proceeds from the beer and wine sales during the Revive @ 5 Concerts are used to support local programs including Youth Seminar, Special Olympics, Camp Taylor, Foster Children Backpack Program, the Idaho Food Bank, New Day Products & Resources, Brooklyn's Playground, Relay for Life, and the annual SEICAA Children's Christmas Party and Snowmobile Outing. The Civitans have adopted Sacajawea Park. They also help support the Junior Civitan clubs and their programs. The Junior Civitan programs are in Marsh Valley, Century, Highland, Pocatello, and American Falls high schools and the Campus Civitan Club is active at Idaho State University.

Thank you for your consideration.

Respectfully submitted,

Stephanie Palagi
Executive Director
Old Town Pocatello, Inc.

Street & Parking Lot Closure Request 2016

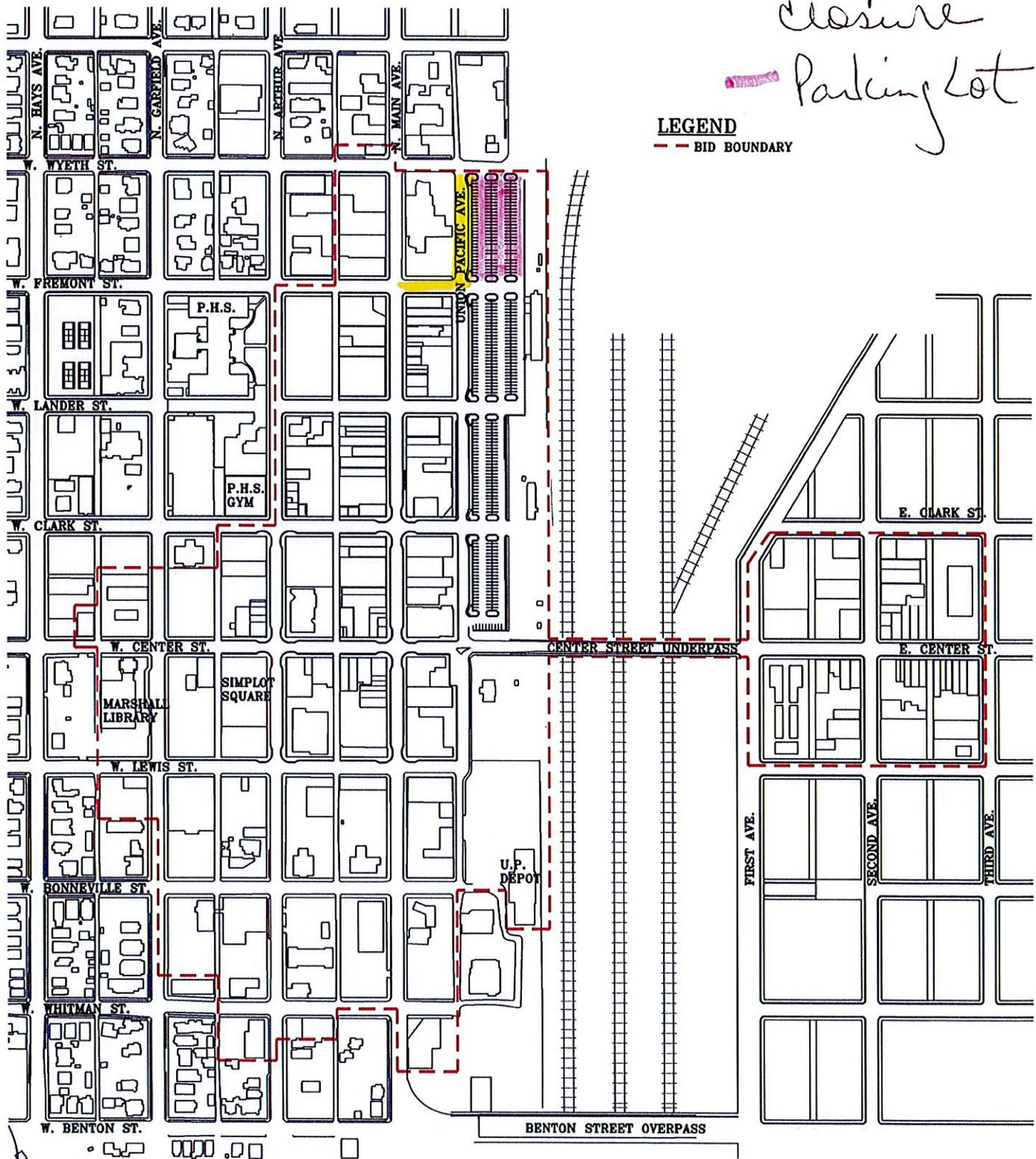
Thank you for your consideration. The closure areas for the summer of 2016 are outlined below and noted on the attached map.

Closure Area:	200 Block West Fremont 400 Block North Union Pacific Avenue *400 Block UP Ave Parking Lot	
Road Closure:	Complete Closure - see yellow areas on map	
Parking Lot:	*Complete Closure – see pink area on map	
Closure Dates:	Revive @ 5	Wednesdays May 25 through September 7 2:00pm - 10:00pm Friday, August 12 2:00pm – 10:00pm
	Pocatello Pride Event	Saturday, June 25 2:00pm - 10:00pm
	Welcome Back Orange & Black	Monday, August 22 Noon to 8:00pm *Includes parking lot closure 10:00am to 8:00pm
	Recovery Fest	Friday, September 16 2:00pm – 10:00pm

Open Container Waiver Request – For Revive @ 5 only.

 Road Complete Closure
 Parking Lot

LEGEND
 BID BOUNDARY



**AGENDA
ITEMS
NO. 9 & 10**

9 & 10



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Thank you for your consideration.

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Stephanie Palagi
Executive Director
Old Town Pocatello, Inc.

Street & Parking Lot Closure Request 2016

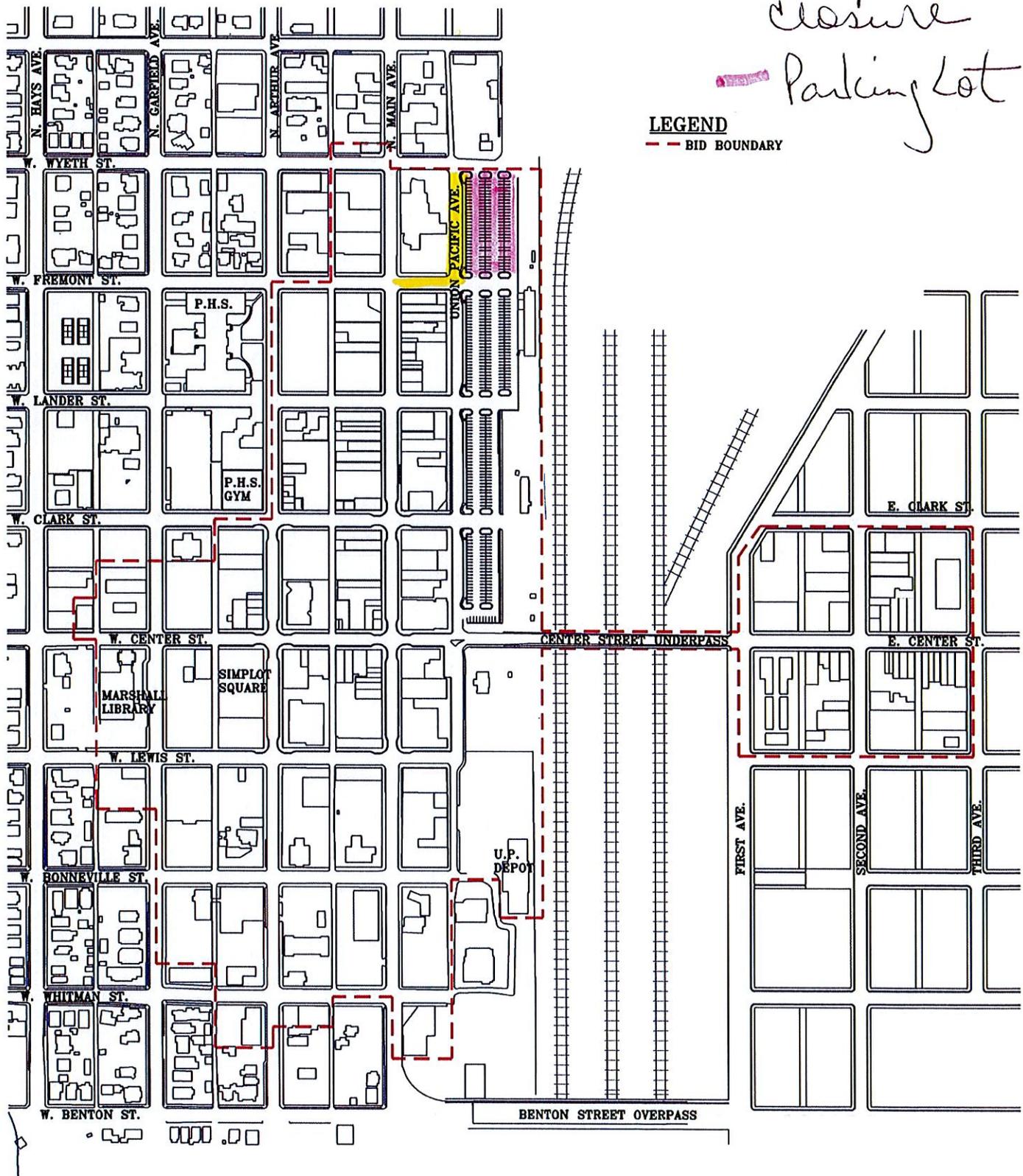
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	Recovery Fest	Friday, September 16 2:00pm – 10:00pm

Open Container Waiver Request – For Revive @ 5 only.

 Road Complete Closure
 Parking Lot

LEGEND
 BID BOUNDARY



**AGENDA
ITEM
NO. 11**

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
 FROM: Rich Diehl, Deputy City Attorney
 RE: Experience Works Agreement (Animal Control)
 DATE: May 10, 2016

I have reviewed the above-referenced Agreement and it meets with my approval for the Mayor's signature once so authorized by the Council. This Agreement has no cost to the City as the Host Agency since the Senior Community Service Employment Program pays the salary and the City only provides training to the worker.

If you have any questions, please feel free to contact me.

Name of Host Agency City of Pocatello		Host Agency Type <input type="checkbox"/> Federal <input type="checkbox"/> State <input checked="" type="checkbox"/> Local <input type="checkbox"/> 501(c)(3)	
Mailing Address P.O. Box 4169		City Pocatello	State ID
Physical Address 911 N. 7th Ave		City Pocatello	State ID
Telephone 208-234-6582	Fax	Email	Zip 83201
		FEIN 82-6000244	

- A. PURPOSE:** Host Agency and Experience Works enter into this Agreement for the purpose of joint engagement in the Senior Community Service Employment Program (SCSEP), under which a participant receives training in a community service assignment while actively pursuing unsubsidized employment outside of SCSEP. Host Agency agrees to provide meaningful training and work experience to SCSEP participant(s) in exchange for federally subsidized hours of participant(s) assigned to Host Agency by Experience Works for community service. Host Agency further agrees to support SCSEP objectives and will consider hiring participant(s) in permanent employment position(s), if a vacancy arises. Host Agency acknowledges that Experience Works may reassign participant(s) at any time in accordance with SCSEP rules, regulations, and policies.
- B. HOST AGENCY RESPONSIBILITIES:** Host Agency specifically agrees to:
- 1. Training Assignment:** Provide training and direct supervision to participant(s) during community service assignments commensurate with his/her assessed abilities and skills. Assist Experience Works in developing training for participant(s). A description of assignment, duties, responsibilities, and training schedule, including hours per week, timeline and anticipated completion date shall be attached and incorporated herein. Coordinate any changes in training duties or responsibilities with Experience Works. All participants must be trained at the host agency's worksite; no participant may work from home. Training assignments must be approved and authorized by Experience Works before the participant(s) starts the assignment.
 - 2. Schedule and Authorized Hours:** Assure participant schedule(s) complies with number of hours authorized and specified in participant training assignment. The participant(s) is normally permitted to train 18 to 20 hours per week, unless more or less hours are authorized in advance by Experience Works. Host Agency shall not permit participant(s) to perform community service for any hours not in accordance with those expressly authorized by Experience Works or to volunteer hours. In the event that the Host Agency permits participant(s) to perform community service exceeding authorized hours, or to return to community service training assignment after being on Leave without Pay (LWOP) for more than thirty (30) days without prior authorization from Experience Works or past the participant's termination date, Host Agency shall compensate participant(s) for such time. Host Agency understands that to be eligible for SCSEP, participant(s) must be unemployed; therefore, Host Agency agrees and shall not place participant(s) on its payroll except upon permanent employment. To the extent permitted by applicable law, Host Agency agrees to release Experience Works from liability for all wages, conduct, occurrences, or injuries that occur either on Host Agency premises or in connection with the Host Agency but are outside of authorized participant schedule(s) or scope of training assignment.
 - 3. Training and Performance Evaluations:** Provide participant(s) with orientation, day-to-day direct supervision, instruction, and training at no cost to Experience Works (other than for subsidized hours performed by participant(s)). Follow policies, procedures, and practices established by Experience Works for the operation of SCSEP, including those in SCSEP Calendar Handbook, as well as any applicable SCSEP regulations. Meet with Experience Works representatives at least twice annually to discuss participant(s) performance and Host Agency responsibilities. Immediately report participant performance problems, failure to follow training schedule, leave without pay (LWOP) or unexcused absence, and any other similar matters. Immediately notify Experience Works of change of Host Agency participant supervisor.
 - 4. Time, Attendance and Supervision/In-kind Reporting:** The Host Agency supervisor is responsible for the accuracy of the final time sheet's, reported hours and signatures and for faxing or mailing the time sheet timely to Experience Works. Participant(s) and Host Agency supervisor must initial corrections to time sheets and sign the time sheet(s) in ink. The Host Agency also agrees to be trained upon and adopt new procedures associated with the reporting of participant time and host agency in-kind hours. Report each pay cycle on participant time sheets a true and accurate statement of hours of participant supervision. Other costs contributed to SCSEP by Host Agency will be reported on a Non-Federal Contribution Form semi-annually. Host Agency understands that inaccurate time and attendance and supervision hours may be a violation of False Claims Act, 31 U.S.C. §3729.
 - 5. Communication:** To facilitate and optimize timely communication between and among Experience Works, a participant and Host Agency, the Host Agency agrees to maintain a high speed internet connection with functioning email or a fax machine in good working order to both receive and send participant time records from and to a designated fax number. "Good working order" means ensuring that the document output settings are correct so the fax is readable to Experience Works for timely processing of participant time records for payroll purposes. Host Agencies are however, required to have an email address so Experience Works can communicate updates electronically.
 - 6. Relationship between Host Agency and Participant:** Understand and accept that training with Host Agency is a short-term training opportunity for participant(s), not a job, and that participants are not employees of either Experience Works or Host Agency. Treat participants accordingly, and remind them of this relationship in the event that any confusion arises.
 - 7. Equipment and Supplies:** Furnish any tools, equipment, supplies, and safety training and equipment, and preparation and training required to perform participant's assignment with the Host Agency at no cost to Experience Works.
 - 8. Physical Exam/Health Screening / Supportive Services:** If possible and permitted by Host Agency policy, (1) refer participants to community agencies and partners for an annual health screening for participant(s), at reduced or no cost, if requested by participant(s), and (2) assist in providing supportive services (including, for example, uniforms, badges, job-related counseling, dependent care, etc.) to participant(s) as needed to carry out their community service training assignment.
 - 9. Safe Training Site / Accidents:** Provide participant(s) with a training site that is safe, healthful, free of drugs and alcohol, and follow all laws governing workplace safety. Immediately report all assignment-related accidents by contacting Experience Works within 24 hours, completing a supervisor's accident report, and providing all requested follow-up.
 - 10. Experience Works Training / Participant Job Search Activities:** Permit participant(s) to attend meetings and training required or provided by Experience Works. If permitted by Host Agency policy, assist with transportation or travel reimbursement for participant(s). Host Agency will be expected to attend Experience Works training sessions. Support participant(s) job search activities by permitting leave for interviews, providing referrals, references, and, if possible, job offers.



SCSEP HOST AGENCY AGREEMENT PART TWO

State _____

County _____

- D. **INSURANCE:** If participant duties include driving, Host Agency shall maintain automobile liability insurance in the amount of at least \$100,000 per person, \$300,000 per accident for bodily injury, and \$25,000 per accident for property damage (or a combined single limit of at least \$300,000) and name Experience Works and the participant(s) as an additional insured while engaged in the performance of their training assignments. Applicable statutes will govern the limits of liability for Federal, state, and local government Host Agencies.
- E. **PRIVACY ACT:** All participant(s) records are subject to the Privacy Act, 5 U.S.C. § 552a, and neither party shall release records without written release signed by participant(s) or otherwise in accordance with law.
- F. **RECORDS RETENTION AND ACCESS:** Host Agency shall maintain all records, including original or copies of participant(s) time sheets, relating to this Agreement for a period of four years. Host Agency shall retain original participant(s) time sheets if faxed to Experience Works for payment. Experience Works or the U.S. Dept. of Labor, through any authorized representative, shall have access to and the right to examine all records related to this Agreement.
- G. **MAINTENANCE OF EFFORT / NEPOTISM / POLITICAL PATRONAGE AND ACTIVITIES:** Assignment of participant(s) shall not displace existing workers or decrease existing contracts for services, including partial displacement by reducing hours or employment benefits, laying off, or requiring participant(s) to perform work of persons on layoff, or result in substituting federal funds for other funds in connection with work that would otherwise be performed. Participant(s) shall not be assigned to a Host Agency where a member of participant's family is engaged in a decision-making capacity, whether paid or unpaid, at the Host Agency. Host Agency shall not favor or discriminate against a participant(s) based on political affiliation. Participant(s) shall not be permitted to engage in partisan or non-partisan political activities during training assignment hours.
- H. **LIMITATION OF LIABILITY/HOLD HARMLESS:** Experience Works does not conduct criminal background checks on participants, nor does it agree to indemnify or accept any responsibility or liability therefore. Host Agency agrees that Experience Works evaluation and assessment of participants are not designed to ascertain criminal background information. Host Agency is solely responsible for investigating participant background and payment of any associated cost. If participant(s) is/are permitted by Host Agency to handle cash, negotiable instruments or securities, or other valuables as part of the Training Assignment duties, Host Agency shall hold Experience Works harmless from any claims for lost of cash, negotiable instruments or securities, or other valuables. Host Agency agrees to hold Experience Works harmless from any liability resulting from the conduct of Host Agency employees and representatives and for any acts or omissions arising out of supervision or training of participant(s). Applicable statutes will govern the limits of liability for Federal, state, and local government agencies.
- I. **TERMINATION:** Either party may terminate this Agreement at any time for any reason upon notification to the other party.
- J. **AMENDMENT:** Any amendment, modification, or addendum to this Agreement, including changes or modifications to Training Assignment(s), must be made by mutual consent of the parties, in writing, signed and dated by both parties, prior to assignment of participant(s) to Host Agency or any changes being performed.

My signature acknowledges that I have received orientation.

HOST AGENCY REPRESENTATIVE'S NAME AND TITLE <i>Brian C. Blad, Mayor</i>	SIGNATURE	DATE
EXPERIENCE WORKS REPRESENTATIVE'S NAME AND TITLE	SIGNATURE	DATE

**AGENDA
ITEM
NO. 12**

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney
RE: Pocatello Zoo's Grant Application for a Breeding Exhibit from U. S. Fish and Wildlife Service
DATE: May 12, 2016

I have reviewed the above-referenced Grant Application and it is in order. The amount of the grant request is \$25,000.00 and there is a proposed match of \$25,000.00, which can be met with in-kind work and maintenance of the Exhibit. If Council does authorize application of this Grant, I would suggest that Council also authorize acceptance of the Grant if awarded and the Mayor to sign any necessary paperwork.

If you have any questions, please feel free to contact me.

EXECUTIVE SUMMARY

TO: Mayor Blad and Council Members
FROM: Peter Pruett, Zoo Superintendent
RE: **Trumpeter Swan/Marshland Phase II Crane Grant**
DATE: May 19, 2016

General Information

In 2015 Zoo Idaho partnered with the U.S. Fish and Wildlife Service (USFWS) Partners for Fish and Wildlife in developing a marshland restoration demonstration and trumpeter swan breeding facility within the zoo. The project was considered phase 1 of an eventual marshland/meadow complex. Phase 2 is the development of the meadow complex with the goal of breeding and raising the critically endangered whooping crane. Currently the whooping crane population is approximately 319 birds. Priority has been placed in developing long term breeding populations throughout their historic range. In 2015 the Association of Zoos and Aquariums (AZA) unveiled the new SAFE Program, Saving Animals From Extinction by releasing their top 10 animals in need. The whooping crane is on that list.

Cary Myler, (title) of Partners for Fish and Wildlife would like to continue the partnership with the zoo and assist in funding through an additional \$25,000 grant to design/build phase 2 meadow/crane complex as part of the initial marshland exhibit. Mr. Myler will also actively solicit further support from organizations and not-for-profits that work to restore and preserve Idaho habitat specifically marshland and waterways. The zoo will maintain the exhibit, develop/maintain appropriate husbandry techniques for healthy breeding pairs of cranes and develop/maintain long-term education programs that involve the community and promote conservation/restoration of wetland habitat and trumpeter swans. The exhibit will be built by the USFWS, zoo staff, Parks and Rec staff when appropriate and volunteers.

Request to submit the Partners for Fish and Wildlife Grant

The Pocatello Zoo requests that the City Council consider approving the grant application for \$25,000 through the Partners for Fish and Wildlife.

Summary of Requests

In summary, The Pocatello Zoo is requesting that City Council consider approval to submit a \$25,000 grant through Partners for Fish and Wildlife to build phase 2 meadow exhibit specific for breeding pairs of whooping and sandhill cranes.



United States Department of the Interior



FISH AND WILDLIFE SERVICE

Eastern Idaho Field Office
4425 Burley Dr., Suite A
Chubbuck, Idaho 83202
Telephone (208) 237-6975
<http://www.fws.gov/idahoes/>

In Reply Refer To:
FWS/PFW

Peter Pruett
Pocatello Zoo
3101 Avenue of the Chiefs
Pocatello, ID 83204

Subject: Notice of Federal Cooperative Agreement Award #F16AC00XXX

Dear Mr. Pruett:

Congratulations, the funding for your Partners for Fish and Wildlife Program (Partners Program) agreement was approved through the U.S. Fish and Wildlife Service's (USFWS) CFDA Program 15.631. Funds under this award are to be used to complete work outlined in the attached Work Plan and completed SF 424 forms.

The information below may be useful when discussing specifics of this award:

Award Total:	\$25,000.00
Cooperator DUNS#:	073112690
Project Period Start Date	June 1, 2016
Project Period End Date:	June 1, 2021
Habitat Retention Period End Date:	Specified in Landowner Agreement(s)
Authorizing Legislation:	Fish and Wildlife Coordination Act, 16 U.S.C. § 661-666(c), Fish and Wildlife Act of 1956, 16 U.S.C. 742(a-j), and the Partners for Fish and Wildlife Act (16 U.S.C. 3771 et seq.).

The Partners Program Biologist identified in the Project Contacts section of this letter will be substantially involved in this project including, but not limited to: (A) participating and collaborating with you and other project partners, in carrying out the scope of work; (B) reviewing and approving each stage of work as stages occur; and (C) closely monitoring or otherwise providing operational involvement during the project.

There are two timeframes associated with this award: the project period and the habitat retention period. The project period is the period during which all approved on-the-ground activities are to be conducted. Only allowable costs resulting from obligations incurred during the project period may be charged to this award. All obligations incurred under the award must be liquidated no later than 90 calendar days

after the end of the project period. The habitat retention period is defined as the period during which the landowner must allow the habitat restored under this award to remain in place without interference. The habitat retention period(s) associated with this award will be identified in the finalized Landowner Agreement(s) (template attached).

Full compliance with environmental laws is not yet complete for this project. Project planning and coordination tasks can proceed; however, no ground-disturbing work or project implementation actions can occur until USFWS has notified you in writing that project implementation work can begin. The Partners Program Biologist will assist you with completion of the Federal compliance processes; however, recipients of Federal funds are ultimately responsible for ensuring that all applicable Federal, State, and local permits are obtained for work performed under this Cooperative Agreement.

System for Award Management (SAM) Registration

Under the terms and conditions of this award, your organization must maintain an active SAM registration at <https://www.sam.gov/portal/public/SAM/> until the final financial report is submitted or final payment is received, whichever is later. If your organization's SAM registration expires during the required period, the USFWS will suspend payment under this and all other USFWS awards to your organization until you update your organization's SAM registration.

Terms of Acceptance

Acceptance of a financial assistance award from the USFWS carries with it the responsibility to be aware of and comply with the terms and conditions applicable to the award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to and approved by the USFWS. Awards are subject to the terms and conditions incorporated into the notice of award either by direct citation or by reference to the following: Federal regulations, program legislation or regulation, and special award terms and conditions. The Federal regulations applicable to USFWS awards are listed by Cooperator type in Enclosure 1. If you do not have access to the Internet and require a full text copy of the award terms and conditions, contact the Partners Program Biologist.

It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal: (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable; (2) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises; (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises; (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually; and (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

Payments:

Please coordinate with the Partners Program Biologist when you plan to request payments for your habitat improvement work. When your project or substantial phase of your project is complete, the Partners Program Biologist will inspect the project to certify that it was completed in accordance with the work plan. After the accomplished work is inspected and certified to be complete, the Partners Program Biologist will assist you in the process to receive your partial or final payment.

Your organization has completed enrollment in U.S. Treasury’s Automated Standard Application for Payment (ASAP) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. When entering the Account ID in ASAP, the Payment Requestor should enter the Award Number identified in the subject line on this Notice of Award followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

Financial and Performance Reporting Requirements:

Annual interim and final financial and performance reports are required under this award. Final reports are due within 90 calendar days of the project period end date. The interim report periods and due dates under this award are calculated based on the project period start date and are as follows:

If the award project period start date begins in the date range of:	Then your interim annual reporting periods end on:	And your interim annual reports are due on or before:
April 2 – July 1	June 30	September 28
Final Financial and Performance Reports due date:		September 28, 2017

Use the SF 425, Federal Financial Report, for all financial reporting. This form is available at http://www.whitehouse.gov/omb/grants_forms/

Performance reports must contain: (1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; (2) a description of reasons why established goals were not met, if appropriate; and (3) any other pertinent information relevant to the project results. Please include the USFWS award number provided in the subject line of this letter on all reports.

Financial and performance reporting due dates may be extended by the Partners Program Biologist upon receipt of a written request identifying the type of report to be extended, the requested revised due date, and a justification for the extension. The Partners Program Biologist may approve an additional extension if justified by a catastrophe that significantly impairs the Cooperator’s operations. Requests for reporting due date extensions must be received in writing by the Partners Program Biologist before the original reporting due date.

Significant Development Reports:

Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, notify the Partners Program Biologist in writing as soon as the following types of conditions become known:

- Problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation.
- Favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Project Plan and Budget Amendments:

Cooperators are permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, certain types of post-award changes in budgets and projects shall require the *prior written approval* of the Partners Program Biologist. State, local, or Indian tribal governments must refer to 43 CFR 12.70 for additional information on the types of changes that require prior written approval. Commercial organizations, institutions of higher education, hospitals and other non-profit organizations must refer to 43 CFR 12.925 for additional information on the types of changes that require prior written approval.

Project Period Extensions:

If additional time is needed to complete the approved project, you must send written notice to the Partners Program Biologist. This notice must be received by the Partners Program Biologist at least 10 calendar days before the authorized project period end date, and must include supporting reasons and revised end date. Extensions for time cannot be authorized for the purpose of spending an unused balance of funds that remains after the approved project activities have been completed.

Project Contacts:

The USFWS Project Officer for this award:

Cary Myler
Partners Program Biologist
Telephone: 208-237-6975 x104
Email: cary_myler@fws.gov

The Cooperator's Project Officer for this award:

Peter Pruett
Pocatello Zoo
208-234-6264
ppruett@pocatello.us

Thank you for your commitment to land stewardship. We look forward to working with you on this project. Please contact the Partners Program Biologist identified above with any questions.

Sincerely,

Chris Swenson
Partners Program

Enclosures

**U.S. Fish and Wildlife Service
Financial Assistance Award Terms and Conditions**

Acceptance of a grant or cooperative agreement award from the U.S. Fish and Wildlife Service (USFWS), Department of the Interior (Interior) carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to and approved by the USFWS. Awards are subject to the terms and conditions incorporated into the award either by direct citation or by reference to the following: Federal regulations; program legislation or regulation; and special award terms and conditions. The full text of the Federal regulations listed below is available on the Internet at www.ecfr.gov, www.gpo.gov, and www.whitehouse.gov. If you do not have access to the Internet and require a full text copy of any of these regulations, contact the Partners Program Biologist. The Federal regulations applicable to USFWS grant and cooperative agreement award recipients are:

Commercial Organizations

General

43 CFR Part 12, Subpart A, Administrative and Audit Requirements and Cost Principles for Assistance Programs

Cost Principles

48 CFR 1, Subpart 31.2, Contracts with Commercial Organizations

Other Requirements

2 CFR Part 25, Central Contractor Registration and Data Universal Numbering System

2 CFR Part 170, Reporting Subawards and Executive Compensation

2 CFR Part 175, Award Term for Trafficking in Persons

2 CFR Part 1400, Government-wide Debarment and Suspension (Non-procurement)

2 CFR Part 1401, Requirements for Drug-Free Workplace (Financial Assistance)

43 CFR 18, New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A-Certification Regarding Lobbying.

41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.

Institutions of Higher Education, Hospitals and other Non-Profit Organizations

General

43 CFR Part 12, Subpart A, Administrative and Audit Requirements and Cost Principles for Assistance Programs

Administrative Guidelines

2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations

43 CFR Part 12, Subpart F, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, other Non-Profits

Cost Principles

Publically financed institutions of higher education: 2 CFR Part 220, Cost Principles for Educational Institutions
Non-profits listed in Attachment C of OMB Circular A-122: 48 CFR 1, Subpart 31.2, Contracts with Commercial Organizations

All other non-profits: 2 CFR Part 230, Cost Principles for Non-Profit Organizations

Hospitals: 45 CFR part 74, Appendix E, Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals

Audit Requirements

Non-profits: OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

Other Requirements

2 CFR Part 25, Central Contractor Registration and Data Universal Numbering System

2 CFR Part 170, Reporting Subawards and Executive Compensation

2 CFR Part 175, Award Term for Trafficking in Persons

2 CFR Part 1400, Government-wide Debarment and Suspension (Non-procurement)

2 CFR Part 1401, Requirements for Drug-Free Workplace (Financial Assistance)

43 CFR 18, New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A-Certification Regarding Lobbying.

41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.

State, Local and Federally-recognized Indian Tribal Governments

General

43 CFR Part 12, Subpart A, Administrative and Audit Requirements and Cost Principles for Assistance Programs

Administrative Guidelines

OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments

43 CFR Part 12, Subpart C, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

Cost Principles

2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)

Audit Requirements

OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

Other Requirements

2 CFR Part 25, Central Contractor Registration and Data Universal Numbering System

2 CFR Part 170, Reporting Subawards and Executive Compensation

2 CFR Part 175, Award Term for Trafficking in Persons (applicable to private entity sub-recipients)

2 CFR Part 1400, Government-wide Debarment and Suspension (Non-procurement)

2 CFR Part 1401, Requirements for Drug-Free Workplace (Financial Assistance)

43 CFR 18, New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A-Certification Regarding Lobbying.

41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.

Scope of Work

The USFWS and the Pocatello Zoo have agreed to partner together on property owned and operated by the City of Pocatello to construct a wetland exhibit that will be utilized by Trumpeter swans, sandhill cranes, amphibians and other wetland dependent species. This award is for phase II. This wetland exhibit will be constructed to showcase natural wetland features, such as shallow water open areas and other areas that are dominated by dense wetland dependent plant species. We intend to use native submerged aquatic vegetation (e.g. Sago pond weed, chara, ect.) in open water areas and native wetland plant species (e.g. bulrush, cattail, and wetland sedges) surrounding the open water areas. After the wetland features have been established, we intend to introduce a breeding pair of Trumpeter swans to the exhibit and then add other breeding pairs if possible. We intend to work cooperatively to create interpretive displays as this exhibit as well as create a teaching environment for local grade school children.

**AGENDA
ITEM
NO. 13**

EXECUTIVE SUMMARY

TO: Mayor Blad and Council Members

FROM: Merrill Quayle, Public Works Development Engineer
John Banks, Parks & Recreation Director

RE: **Trails Working Group: Request for Council Support of Transportation Alternatives Project Application**

DATE: May 19, 2016

The Trails Working Group, in cooperation with the Portneuf Greenway Foundation, requests Council support for an Idaho Transportation Department Transportation Alternatives Project Application for the construction of a multi-use pathway along the eastern edge of the I-15 right of way from the Farm Bureau Trail to the Monte Vista Overpass.

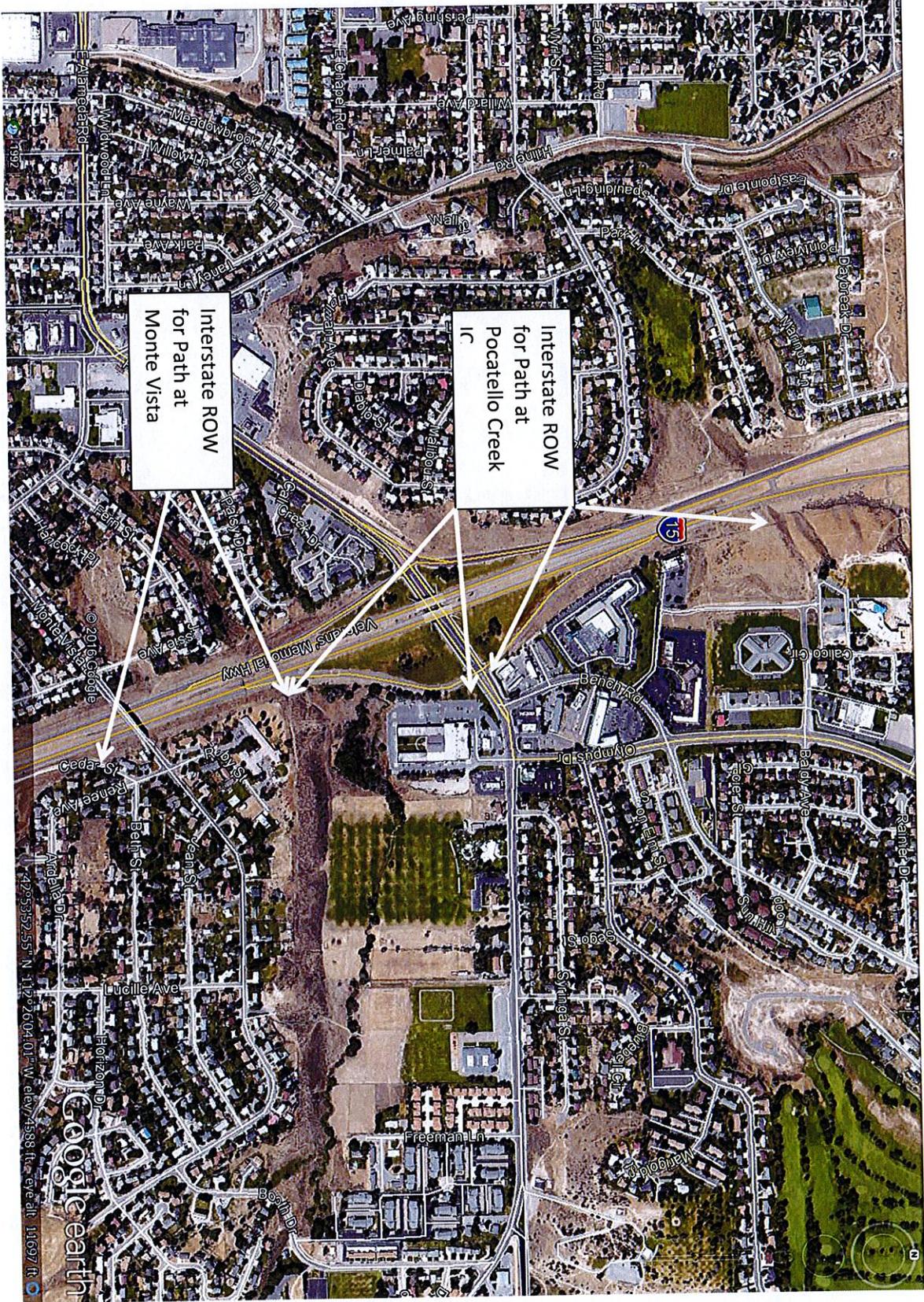
The Trails Working Group and the Portneuf Greenway Foundation are seeking City Council support for a project application to the Idaho Transportation Department (ITD) for a Transportation Alternatives Project (TAP) for the construction of a multi-use pathway along the eastern edge of the I-15 right of way. The project would be a trail that would extend from the recently constructed trail system near the Farm Bureau Building to the Monte Vista Overpass. Project funds will be used to design, grade, gravel & pave the path, provide safety fencing, and perform temporary and permanent erosion control. This trail is part of the East Side Corridor described in the Portneuf Greenway Masterplan, and will eventually join with other trail segments that will connect Idaho State University with the Portneuf Healthcare Wellness Complex.

Specifically, the Trails Working Group and Portneuf Greenway Foundation is requesting Council support for the submission of a project application in the amount of \$400,000. The required match for this project would be \$29,360 which is 7.34 percent of the total project cost. The Portneuf Greenway Foundation would satisfy this obligation through their fund raising efforts. Additionally, the City would be required to take ownership of the trail upon completion.

Additionally, the Trails Working Group and the Portneuf Greenway Foundation request that Council authorize the Mayor's signature, subject to Legal Department Review, on documents related to the project application and construction.

Staff recommends that Council support the Trails Working Group and the Portneuf Greenway Foundation's project applications for a Transportation Alternatives Project to build a multi-use pathway along the eastern edge of the I-15 right of way from the Idaho Farm Bureau to the Monte Vista Overpass.

Request for Interstate Right of Way at the Pocatello Creek Interchange and the Monte Vista Overpass



**AGENDA
ITEM
NO. 14**

EXECUTIVE SUMMARY

TO: Mayor Blad and Council Members

FROM: Merril Quayle, Public Works Development Engineer
John Banks, Parks & Recreation Director

RE: **Trails Working Group: Request for Council Support to Accept Interstate Right of Way**

DATE: May 19, 2016

The Trails Working Group, in cooperation with the Portneuf Greenway Foundation, requests Council support for applications to the Idaho Transportation Department (ITD) and the Federal Highway Administration (FHWA) for the transfer of selected sections of Interstate 15 right of way along the eastern edge of I-15 through Pocatello for the construction of a multi-use pathway to connect Idaho State University with the Portneuf Healthcare Wellness Complex.

The Trails Working Group and the Portneuf Greenway Foundation are seeking City Council support for periodic applications requesting that ITD and FHWA relinquish several sections of Interstate Right of Way for non-motorized, multi-use paths to the City. The sections in question are needed to construct paths in compliance with the Americans with Disabilities Act (ADA), and to insure continuity of a path from ISU at Terry Street to the Portneuf Healthcare Wellness Complex. Segments of Interstate right of way where access is desired are near the Monte Vista Overpass and the Pocatello Creek Interchange. Short segments may also be needed in other locations to aid in compliance with the ADA.

The ITD and the FHWA will relinquish right of way for a bike or pedestrian path with the following conditions:

- A public agency must accept responsibility for the operation & maintenance of the facility.
- All motorized vehicles must be banned and no parking will be allowed on the facility.

The Portneuf Greenway Foundation and the Trails Working Group would like to request Council support in the negotiation of an agreement(s) between the City of Pocatello, the Idaho Transportation Department and the Federal Highway Administration, to allow the construction and operation of a multi-use path on selected portions of Interstate Right of Way, with the provision that the City of Pocatello will assume responsibility for operating and maintaining that facility in perpetuity upon completion. Additionally, if an agreement is negotiated, the Trails Working Group requests that Council authorize the Mayor's signature, subject to Engineering and Legal Department Review, on documents related to the agreement.

Staff recommends that Council support applications to the ITD and FHWA to relinquish several sections of Interstate Right of Way for non-motorized, multi-use paths along the eastern edge of the I-15.

Farm Bureau to Monte Vista

Transportation Alternatives Project

Key to Connecting ISU to Portneuf Healthcare Wellness Complex

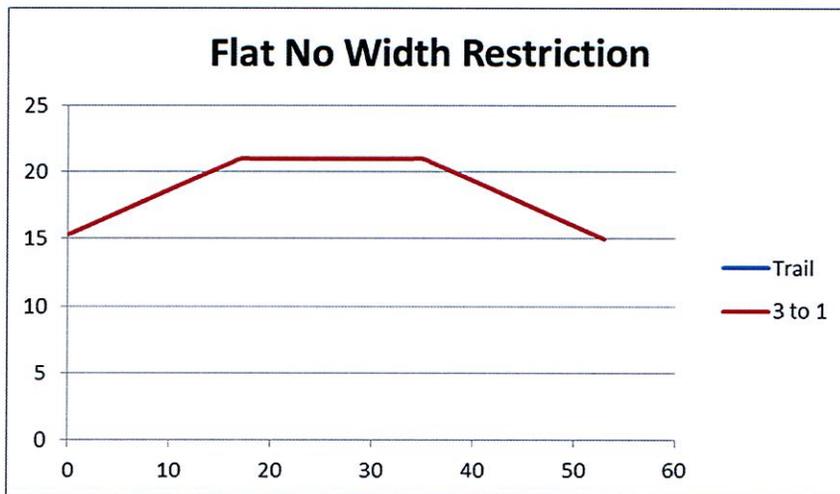


Farm Bureau to Monte Vista



- Length 4600 ft
- Cost \$ 400,000

Standard Cross Section



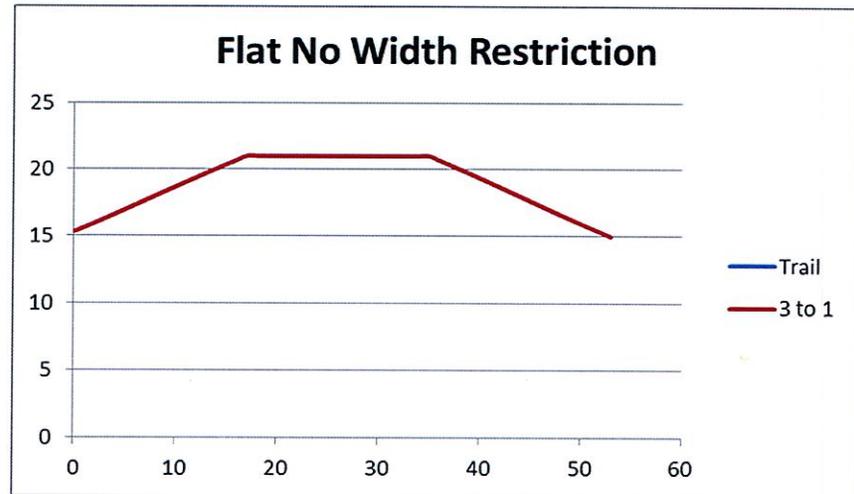
- No hazards either side
- 10 foot paved width
- 2.5 inch pavement thickness
- 2 foot shoulder both sides
- 5 inch gravel base thickness

Wide Cross Section



- Slope hazard present
- 10 foot paved width
- 2.5 inch pavement thickness
- 5 inch gravel base thickness
- 2 foot shoulder one side
- 5 foot shoulder hazard side

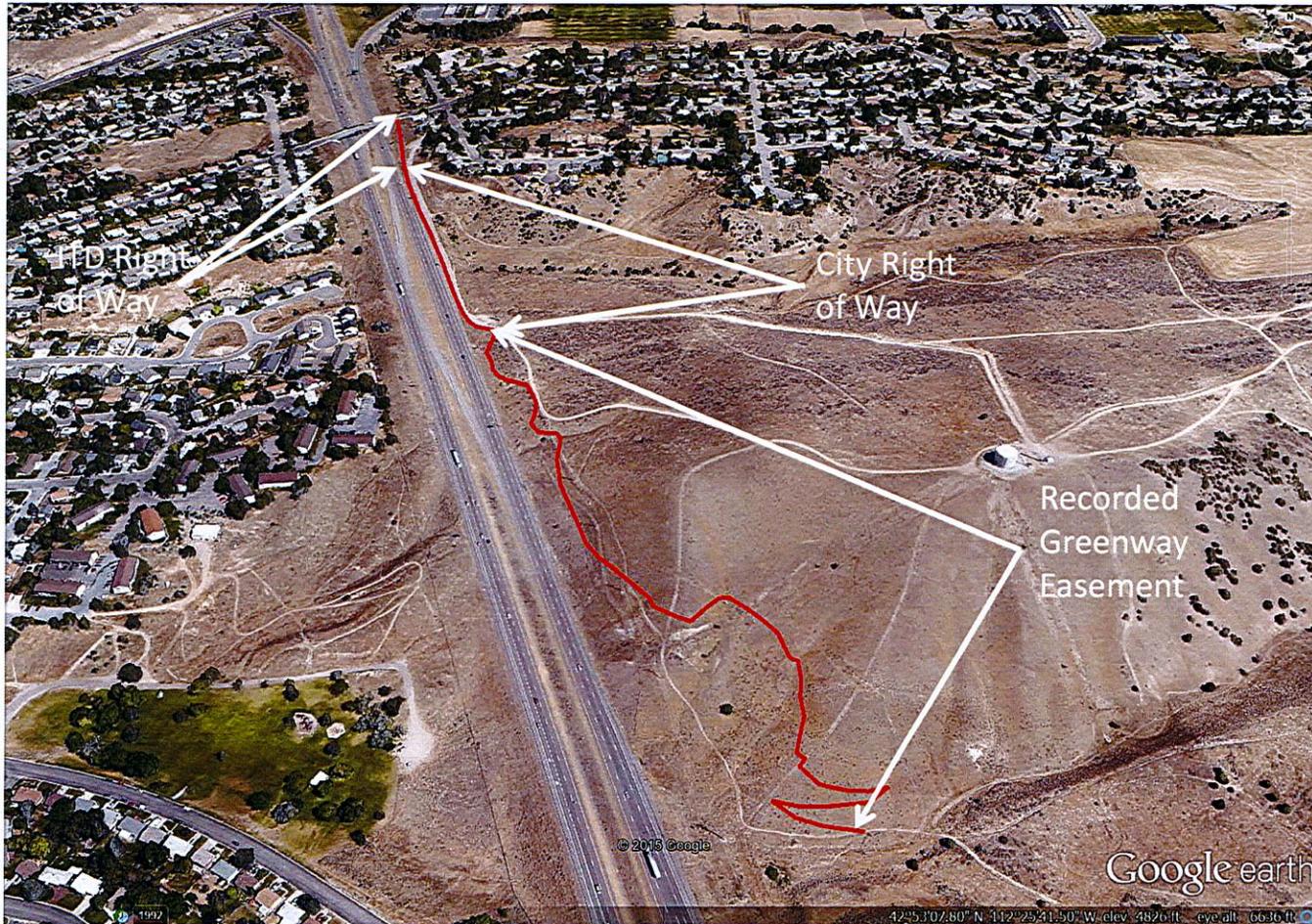
Farm Bureau to Monte Vista



- 2800 feet wide cross section
- Needed on steep side slopes
- Drives excavation cost

- 1800 feet standard cross section

Property Ownership



Preliminary Cost Estimate

**AGENDA
ITEM
NO. 15**

POCATELLO CITY COUNCIL MEETING
MAY 19, 2016
AIRPORT PAVEMENT REHABILITATION
CONSTRUCTION AGREEMENT AND NOTICE OF AWARD

The Council has previously approved a grant application for a Federal Aviation Administration (FAA) Airport Improvement Program grant for 2016 airport improvement projects consisting of reconfiguring Taxiway A (A1) at Runway 21, relocating Taxiway E (A5), rehabilitating Taxiway A (A1) and connecting taxiways, and rehabilitating the terminal apron. The airport is now seeking approval of the low bid from Knife River Corporation-Northwest and corresponding construction agreement and notice of award for the referenced projects.

The contract time is 82 days and the contract price is \$3,513,387.00. A total of 4 bids were received and Knife River submitted the lowest bid.

The project will be funded 93.75% by the FAA grant and 6.25% by city match using airport passenger facility charges. The project is contingent upon award of grant funds and FAA approval.

DRAFT

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between City of Pocatello, Idaho ("Owner") and
Knife River Corporation - Northwest ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

Reconfigure Taxiway A1 at Runway 21, Relocate Taxiway A5,
and Rehabilitate Taxiways A, A2, A3, A4 and A6
Rehabilitate Terminal Apron

ARTICLE 2 – THE PROJECT

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

Rehabilitate Taxiway A, Connecting Taxiways and Terminal Apron
Pocatello Regional Airport
Pocatello, Idaho
FAA/AIP Project No. 3-16-0028-038/039

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by T-O ENGINEERS, 2471 S. Titanium Place, Meridian, ID 83642-6703.

3.02 The Owner has retained T-O ENGINEERS ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

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

<u>Phase</u>	<u>Substantial Completion</u>	<u>Final Completion</u>	<u>Liquidated Damages per Calendar Day</u>
1	35 Calendar Days	40 Calendar Days	\$2,500
1A	Not Applicable	3 Calendar Days	\$5,000
1B	14 Calendar Days	16 Calendar Days	\$5,000
2	8 Calendar Days	10 Calendar Days	\$2,500
3	25 Calendar Days	30 Calendar Days	\$2,500
4	Not Applicable	2 Calendar Days	\$2,500

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

4.03 *Liquidated Damages*

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

ARTICLE 5 – CONTRACT PRICE

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

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as Exhibit 3.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 26th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions and in the case of Unit Price Work based on the number of units completed.

1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract and in accordance with

Section 90 - Measurement and Payment of Specification Section 1060 Federal Regulatory Requirements, FAA General Provisions.

- a. 95 percent of Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. The Contractor is notified and accepts by execution of the Agreement, that progress payments may not be made for up to 60 (sixty) days from the date of approval of the payment request by the Owner.

6.03 *Final Payment*

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

6.04 *Payments to Subcontractors*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications as bearing the title: **Pocatello Airport, Rehabilitate Taxiway A, Connecting Taxiways and Terminal Apron** dated March 2016, to include, but not limited to Contract Documents, Specifications, General Conditions, and Supplementary Conditions - Owner and consisting of divisions and pages numbered 1 to 741, as listed in Table of Contents, dated

March 2016, thereof, copy of Table of Contents attached as Exhibit 1.

7. Drawings (not attached but incorporated by reference) bearing the title: **Pocatello Airport, Rehabilitate Taxiway A, Connecting Taxiways and Terminal Apron** dated March 2016, consisting of sheets numbered 1 through 54, inclusive, as listed in Index of Drawings, copy of Index of Drawings attached as Exhibit 2.
8. Addenda Number 1 dated March 23, 2016, consisting of pages numbered 1 through 28, inclusive.
9. Addenda Number 2 dated March 28, 2016, consisting of pages numbered 1 through 2, inclusive.
10. Addenda Number 3 dated March 29, 2016, consisting of pages numbered 1 through 2, inclusive.
11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid attached as Exhibit 3.
12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
13. Contract Prevailing Wage Rates included in the Construction Documents, dated January 8, 2016.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 Severability

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

10.05 Contractor's Certifications

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

10.06 Other Provisions

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

- B. Pursuant to the provisions of section 63-1504 of the Idaho Code, before final payment can be made, the Contractor shall furnish to the Owner, evidence that he has paid all taxes, excises, and license fees due to the state and its taxing units, due and payable during the term of the contract for such construction, and that he has secured all such taxes, excises, and license fees liability for the payment of which has accrued during the term of such contract, notwithstanding they may not yet be due or payable.
- C. Work shall not commence until Pre-Construction Conference has been held at a mutually agreed to time and place.
- D. The Contractor shall not commence work on the project until receipt of the Notice to Proceed. Contract time shall commence on the effective date of the Notice to Proceed.

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

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

OWNER:

CONTRACTOR:

City of Pocatello

Knife River Corporation - Northwest

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

5450 W. Gowen Road

Boise, ID 83709

EXHIBIT 1

**POCATELLO REGIONAL AIRPORT
REHABILITATE TAXIWAY A,
CONNECTING TAXIWAYS AND TERMINAL APRON**

**FAA/AIP Project No. 3-16-0028-038
March 2016**

TABLE OF CONTENTS

- I. BIDDING INFORMATION
 - Notice Inviting Bids
 - Instructions to Bidders
 - Bid
 - Contractor's Supplemental Equipment Rate Schedule
 - Bid Bond
 - Additional Bid Forms
 - Supplemental Bidding Information
 - Contract Prevailing Wage Rates

- II. CONTRACT FORMS
 - Notice of Award
 - Agreement
 - Construction Payment Bond
 - Construction Performance Bond
 - Contractor's Certificate of Insurance
 - Notice to Proceed
 - Field Order
 - Work Change Directive
 - Contract Change Order
 - Application for Payment
 - Certification of Subcontractor Payment
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 - Certificate of Final Completion

- III. GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT
 - General Conditions of the Construction Contract

- IV. SPECIFICATIONS
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 - 1000 Special Provisions
 - 1010 Summary of Work
 - 1051 Contractor Furnished Construction Surveying and Staking
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 - 1310 Gantt-Bar Chart Scheduling and Reporting
 - 1340 Submittals, Shop Drawings and Samples
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**POCATELLO REGIONAL AIRPORT
REHABILITATE TAXIWAY A,
CONNECTING TAXIWAYS AND TERMINAL APRON**

**FAA/AIP Project No. 3-16-0028-038
March 2016**

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2224		Compaction Watering
2230	P-154	Subbase Course
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16125	L-108	Underground Cable for Airports
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16522		Airport Signage Systems

EXHIBIT 2

EXHIBIT 3



Name of Bidder: Knife River Corporation - Northwest
Address: 5450 W Gowen Road
Boise, ID 83709



POCATELLO REGIONAL AIRPORT

POCATELLO, IDAHO

BID DOCUMENTS FOR

REHABILITATE TAXIWAY A,
CONNECTING TAXIWAYS AND TERMINAL APRON

FAA/AIP PROJECT NO. 3-16-0028-038

March 2016



2471 S. Titanium Place
Meridian, Idaho 83642-6703

POCATELLO REGIONAL AIRPORT POCATELLO, IDAHO

BID DOCUMENTS FOR

**REHABILITATE TAXIWAY A,
CONNECTING TAXIWAYS AND TERMINAL APRON**

FAA/AIP PROJECT NO. 3-16-0028-038

March 2016



T-O ENGINEERS

2471 S. Titanium Place
Meridian, Idaho 83642-6703

BID FORM

PROJECT IDENTIFICATION

**POCATELLO REGIONAL AIRPORT
Rehabilitate Taxiway A, Connecting Taxiways and
Terminal Apron**

CONTRACT IDENTIFICATION

FAA/AIP Project No. 3-16-0028-038

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to Owner: **CITY OF POCATELLO, IDAHO
911 NORTH 7TH AVENUE
POCATELLO, IDAHO 83201**

**P.O. BOX 4169
POCATELLO, IDAHO 83205-4169**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>3/23/2016 - KL</u>
<u>2</u>	<u>3/28/16 - KL</u>
<u>3</u>	<u>3/29/2016 [Signature]</u>

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

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

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

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

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

- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 BIDDER will complete the Work per the prices established in the attached Bid Schedule(s):

BID SCHEDULE SUMMARY

Title	Description	Total Price
Bid Schedule A	Reconfigure Taxiway A1 at Runway 21, Relocate Taxiway A5, and Rehabilitate Taxiways A, A2, A3, A4, A6	\$ <u>3,389,332</u>
Bid Schedule B	Rehabilitate Terminal Apron	\$ <u>124,055</u>

Total Bid Price All Schedules

\$ 3,513,387

Three, five hundred thirteen thousand three hundred eighty seven dollars

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

ARTICLE 6 – TIME OF COMPLETION

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



ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of a cashier's check, or certified check, or a Bid bond;
 - B. Bid Schedule A;
 - C. Bid Schedule B;
 - D. Supplemental Equipment Rate Schedule
 - E. Identification of Subcontractors and Suppliers required to be identified in this Bid, "Designation of Subcontractors and Suppliers", Exhibit I;
 - F. "Non-Collusion Affidavit", Exhibit II;
 - G. "Certification of Nonsegregated Facilities", Exhibit III;
 - H. "Joint Venture Statement", Exhibit IV (if applicable);
 - I. "Disadvantaged Business Enterprise Utilization", Exhibit V;
 - J. "Letter(s) of Intent", Exhibit VI;
 - K. "Certification of Buy American Compliance for Manufactured Products", Exhibit VII;
 - L. Bidder's Idaho Public Works Contractors License No. 15564-U-1-2-3;
or a written covenant to obtain such license prior to execution of the contract.

ARTICLE 8 – DEFINED TERMS

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

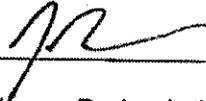
ARTICLE 9 – BID SUBMITTAL

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

Knife River Corporation - Northwest

By:

[Signature]



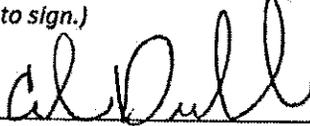
[Printed name]

Jesse Rosin - Authorized Agent

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

Attest:

[Signature]



[Printed name]

Calvin DeWall

Title:

Assistant Secretary and Authorized Agent

Submittal Date:

3/31/2016

Address for giving notices:

5450 W Gowen Road

Boise, ID 83709

Telephone Number:

(208) 362-6152

Fax Number:

(208) 562-5045

Contact Name and e-mail address:

Josh Young - Estimator

josh.young@kniferiver.com

POCATELLO REGIONAL AIRPORT
REHABILITATE TAXIWAY A, CONNECTING TAXIWAYS AND TERMINAL APRON
3-16-0028-038

BID SCHEDULE A

RECONFIGURE TAXIWAY A1 at RUNWAY 21, RELOCATE TAXIWAY A5, and REHABILITATE TAXIWAYS A, A2, A3, A4, A6

Item No.	Item Description	Unit Measure	Estimated Quantity	Unit Price	Total Price
1.	Mobilization <i>@ three hundred thirty thousand dollars & 54¢ per act</i>	L.S.	1	<u>330,000.65</u>	<u>330,000.65</u>
2.	Safety Compliance <i>@ two hundred thousand dollars & 40 cents</i>	L.S.	1	<u>200,000</u>	<u>200,000</u>
3.	Contractor Quality Control <i>@ Seven hundred thousand dollars & 40 cents</i>	L.S.	1	<u>70,000</u>	<u>70,000</u>
4.	Contractor Surveys <i>@ fifty thousand dollars and zero cents</i>	L.S.	1	<u>50,000.00</u>	<u>50,000.00</u>
5.	Dust Control <i>@ seven thousand dollars and zero cents</i>	L.S.	1	<u>7,000.00</u>	<u>7,000.00</u>
6.	Stormwater Pollution, Soil Erosion, and Siltation Control				
	A) SWPPP Implementation <i>@ eight thousand dollars and zero cents</i>	L.S.	1	<u>8,000.00</u>	<u>8,000.00</u>
	B) Stabilized Construction Entrance <i>@ two thousand dollars and zero cents</i>	EA.	2	<u>2,000.00</u>	<u>4,000.00</u>
	C) Inlet Protection <i>@ seventy three dollars and zero cents</i>	EA.	65	<u>73.00</u>	<u>4,745.00</u>
	D) Concrete Truck Washout Pit <i>@ six hundred dollars and zero cents</i>	EA.	2	<u>600.00</u>	<u>1,200.00</u>
	E) Fiber Wattle <i>@ two dollars and ten cents</i>	L.F.	900	<u>2.10</u>	<u>1,890.00</u>
7.	Utility Coordination <i>@ four thousand dollars and zero cents</i>	L.S.	1	<u>4,000.00</u>	<u>4,000.00</u>
8.	Saw Cut Asphalt Pavement <i>@ one dollar and fifty cents</i>	L.F.	8,193	<u>1.50</u>	<u>12,289.50</u>
9.	Saw Cut Concrete Pavement <i>@ three dollars and seventy cents</i>	L.F.	570	<u>3.70</u>	<u>2,109.00</u>
10.	Remove Asphalt Pavement by Rotomilling, Retain for Reuse <i>@ three dollars and zero cents</i>	S.Y.	16,802	<u>3.00</u>	<u>50,406.00</u>
11.	Variable-Depth Removal of Asphalt Pavement by Rotomilling, Retain for Reuse <i>@ one dollar and ten cents</i>	S.Y.	70,531	<u>1.10</u>	<u>77,584.10</u>
12.	Remove Concrete Pavement, Off-Site Disposal <i>@ five dollars and zero cents</i>	S.Y.	2,087	<u>5.00</u>	<u>10,435.00</u>
13.	Remove and Dispose of Existing Drain Inlet <i>@ four hundred fifty dollars and zero cents</i>	EA.	1	<u>450.00</u>	<u>450.00</u>
14.	Surface Perimeter Road <i>@ one dollar and zero cents</i>	S.Y.	16,670	<u>1.00</u>	<u>16,670.00</u>
15.	Excavation and Embankment (P-152)				
	A) Unclassified Excavation, On-Site Disposal <i>@ six dollars and fifty cents</i>	C.Y.	17,335	<u>6.50</u>	<u>112,677.50</u>
	B) Unsuitable Overdepth Excavation - Remove and Replace <i>@ fifteen dollars and zero cents</i>	C.Y.	520	<u>15.00</u>	<u>7,800.00</u>
16.	Soil Stabilization Geotextile Fabric <i>@ one dollar and seventy cents</i>	S.Y.	1,550	<u>1.70</u>	<u>2,635.00</u>
17.	Subbase Course (P-154) <i>@ thirty one dollars and zero cents</i>	C.Y.	4,522	<u>31.00</u>	<u>140,182.00</u>

POCATELLO REGIONAL AIRPORT
REHABILITATE TAXIWAY A, CONNECTING TAXIWAYS AND TERMINAL APRON
3-16-0028-038

BID SCHEDULE A

RECONFIGURE TAXIWAY A1 at RUNWAY 21, RELOCATE TAXIWAY A5, and REHABILITATE TAXIWAYS A, A2, A3, A4, A6

Item No.	Item Description	Unit Measure	Estimated Quantity	Unit Price	Total Price
18.	Aggregate Base Course (P-208) @ thirty seven dollars and zero cents	C.Y.	1,723	37.00	63,751.00
19.	Hot Mix Asphalt Pavement Leveling Course (P-403) @ seventy dollars and zero cents	Ton	1,697	70.00	118,790.00
20.	Hot Mix Asphalt Pavement (P-401) @ sixty seven dollars and zero cents	Ton	18,284	67.00	1,225,028.00
21.	Bituminous Jack Coat (P-603) @ two dollars and fifty cents	Gal.	6,685	2.50	16,712.50 16,712.50
22.	Asphalt Surface Treatment (P-608) @ one dollar thirty cents	S.Y.	6,683	1.30	8,687.90
23.	Unpaved Shoulder Surfacing (Rotomillings) @ two dollars and zero cents	S.Y.	16,562	2.00	33,124.00
24.	Herbicide Application @ zero dollars and twenty five cents	S.Y.	16,562	0.25	4,140.50
25.	Paved Trench Repair				
	A) Paved Trench Repair - Full-Strength Pavement @ fifty three dollars and zero cents	S.Y.	135	53.00	7,155.00
	B) Paved Trench Repair - Shoulder Pavement @ ninety dollars and zero cents	S.Y.	33	90.00	2,970.00
26.	Wide Crack Repair @ five dollars and zero cents	L.F.	500	5.00	2,500.00
27.	Crack Sealing @ one dollar and sixty cents	L.F.	3,500	1.60	5,600.00
28.	Topsolling (T-905) - Import and Place @ one dollar and zero cents	S.Y.	25,705	1.00	25,705.00
29.	Seeding (T-901) @ nine hundred seventy dollars and zero cents	Acre	17	970.00	16,490.00
30.	Install Dry Well				
	A) Dry Well 25 Ft. X 25 Ft. <i>hundred Bal</i> @ seventy four thousand dollars and zero cents	EA.	4	7,400.00	29,600.00
	B) Dry Well 12 Ft. X 12 Ft. <i>hundred Bal</i> @ fifty four thousand dollars and zero cents	EA.	2	5,400.00	10,800.00
31.	Modify Existing Dry Well @ seventeen hundred dollars and zero cents	EA.	12	1,700.00	20,400.00
32.	Modify Existing Drain Inlet @ one thousand dollars and zero cents	EA.	42	1,000.00	42,000.00
33.	Install 6-inch HDPE Corrugated Type SP Perforated Underdrain (D-705) @ ten dollars and zero cents	L.F.	2,580	10.00	25,800.00
34.	Install Pipe (D-701) 6-Inch HDPE Corrugated Type S Drainage Outlet @ ten dollars and zero cents	L.F.	670	10.00	6,700.00
35.	Electrical Demolition @ eighty five thousand dollars and zero cents	L.S.	1	85,000.00	85,000.00
36.	Maintain Airfield Lighting System @ twelve thousand dollars and zero cents	L.S.	1	12,000.00	12,000.00

POCATELLO REGIONAL AIRPORT
 REHABILITATE TAXIWAY A, CONNECTING TAXIWAYS AND TERMINAL APRON
 3-16-0028-038
 BID SCHEDULE A

RECONFIGURE TAXIWAY A1 at RUNWAY 21, RELOCATE TAXIWAY A5, and REHABILITATE TAXIWAYS A, A2, A3, A4, A6

Item No.	Item Description	Unit Measure	Estimated Quantity	Unit Price	Total Price
37.	Install 4 Ft. X 4 Ft. Reinforced Concrete Vault Lid with Airport Manhole Frame and Solid Lid @ seventy five hundred dollars and zero cents	EA.	1	7,500.00	7,500.00
38.	Install Junction Can with 3/8-Inch Lid, 12-Inch (L-867B) @ five hundred and fifty dollars and zero cents	EA.	7	550.00	3,850.00
39.	Install 3/8-Inch Lid on Existing Light Base (L-867B) @ one hundred sixty five dollars and zero cents	EA.	5	165.00	825.00
40.	Install 3/4-Inch Lid on Existing Light Base (L-867B) @ two hundred seven dollars and zero cents	EA.	4	207.00	828.00
41.	Edge Light L-862E				
	A) Install New L-861E Elevated Threshold Light on New L-867 Base @ twelve hundred sixty dollars and zero cents	EA.	8	1,260.00	10,080.00
	B) Install New L-861E Elevated Threshold Light with Remote L-868 Base Can L-862E @ twenty one hundred and zero cents	EA.	8	2,100.00	16,800.00
	C) Install New L-861T Elevated Taxiway Light on New L-867 Base @ one thousand dollars and zero cents	EA.	77	1,000.00	77,000.00
	D) Install New L-860C In-Pavement Light on New L-868 Base (Multiple Piece Base) @ forty two hundred dollars and zero cents	EA.	1	4,200.00	4,200.00
42.	Install New Lighted Airfield Guidance Signs (L-856)				
	A) Size 1, 2-Module on Existing Sign Pad @ thirty seven hundred and zero cents	EA.	4	3,700.00	14,800.00
	B) Size 1, 3-Module on Existing Sign Pad @ forty four hundred dollars and zero cents	EA.	2	4,400.00	8,800.00
	C) Size 1, 2-Module on New Sign Pad @ sixty seven hundred and zero cents	EA.	6	6,700.00	40,200.00
	D) Size 1, 3-Module on New Sign Pad @ eighty four hundred and zero cents	EA.	11	8,400.00	92,400.00
	E) Size 1, 2-Module on Modified Sign Pad @ five thousand dollars and zero cents	EA.	7	5,000.00	35,000.00
	F) Size 1, 3-Module on Modified Sign Pad @ sixty four hundred dollars and zero cents	EA.	6	6,400.00	38,400.00
43.	Install Electrical Duct (L-110)				
	A) 2-inch PVC or HDPE, 1-Way Direct Earth Burial @ eight dollars and zero cents	L.F.	6,700	8.00	53,600.00
	B) 2-inch PVC or HDPE, 1-Way Concrete Encased @ twenty dollars and zero cents	L.F.	365	20.00	7,300.00
	C) 2-inch PVC or HDPE, 2-Way Concrete Encased @ twenty seven dollars and zero cents	L.F.	330	27.00	8,910.00
44.	Install Electrical Cable (L-108)				
	A) #8, 5kV Lighting Cable @ two dollars and zero cents	L.F.	11,000	2.00	22,000.00
	B) #6 Counterpoise @ one dollar and fourty cents	L.F.	6,000	1.40	8,400.00

**POCATELLO REGIONAL AIRPORT
REHABILITATE TAXIWAY A, CONNECTING TAXIWAYS AND TERMINAL APRON
3-16-0028-038
BID SCHEDULE A**

RECONFIGURE TAXIWAY A1 at RUNWAY 21, RELOCATE TAXIWAY A5, and REHABILITATE TAXIWAYS A, A2, A3, A4, A6

Item No. Item Description	Unit Measure	Estimated Quantity	Unit Price	Total Price
45. Pavement Marking Removal @ one dollar and twenty cents	S.F.	14,007	\$1.20	\$16,808.40
46. Pavement Markings (P-620)				
A) Temporary White Paint with Glass Beads @ zero dollars and forty cents	S.F.	2,565	\$0.40	\$1,026.00
B) Permanent White Paint with Glass Beads @ zero dollars and thirty five cents	S.F.	23,265	\$0.35	\$8,142.75
C) Temporary Yellow Paint with Glass Beads @ zero dollars and thirty five cents	S.F.	27,128	\$0.35	\$9,494.80
D) Permanent Yellow Paint with Glass Beads @ zero dollars and forty cents	S.F.	24,779	\$0.40	\$9,911.60
E) Temporary Black Paint without Glass Beads @ zero dollars and fifty five cents	S.F.	4,277	\$0.55	\$2,352.35
F) Permanent Black Paint without Glass Beads @ zero dollars and sixty cents	S.F.	4,277	\$0.60	\$2,566.20
G) Temporary Surface Painted Hold Signs with Glass Beads @ zero dollars and eighty cents	S.F.	3,040	\$0.80	\$2,432.00
H) Permanent Surface Painted Hold Signs with Glass Beads @ zero dollars and ninety cents	S.F.	3,040	\$0.90	\$2,736.00
I) Temporary SIDA Markings with Glass Beads @ zero dollars and eighty five cents	S.F.	3,773	\$0.85	\$3,207.05
J) Permanent SIDA Markings with Glass Beads @ zero dollars and ninety cents	S.F.	3,038	\$0.90	\$2,734.20

TOTAL BID SCHEDULE A

\$3,389,332.00

POCATELLO REGIONAL AIRPORT
REHABILITATE TAXIWAY A, CONNECTING TAXIWAYS AND TERMINAL APRON
3-16-0028-038
BID SCHEDULE B
REHABILITATE TERMINAL APRON

Item No.	Item Description	Unit Measure	Estimated Quantity	Unit Price	Total Price
1.	Mobilization				
	@ three thousand dollars and zero cents	L.S.	1	\$3,000.00	\$3,000.00
2.	Safety Compliance				
	@ four thousand dollars and zero cents	L.S.	1	\$4,000.00	\$4,000.00
3.	Contractor Quality Control				
	@ one thousand dollars and zero cents	L.S.	1	\$1,000.00	\$1,000.00
4.	Contractor Surveys				
	@ four thousand dollars and zero cents	L.S.	1	\$4,000.00	\$4,000.00
5.	Dust Control				
	@ one thousand dollars and zero cents	L.S.	1	\$1,000.00	\$1,000.00
6.	Stormwater Pollution, Soil Erosion, and Siltation Control				
	A) SWPPP Implementation				
	@ one thousand dollars and zero cents	L.S.	1	\$1,000.00	\$1,000.00
7.	Saw Cut Asphalt Pavement				
	@ one dollars and fifty cents	L.F.	780	\$1.50	\$1,170.00
8.	Remove Asphalt Pavement by Rotomilling, Retain for Reuse				
	@ five dollars and zero cents	S.Y.	895	\$5.00	\$4,475.00
9.	Variable-Depth Removal of Asphalt Pavement by Rotomilling, Retain for Reuse				
	@ five dollars and zero cents	S.Y.	217	\$5.00	\$1,085.00
10.	Excavation and Embankment (P-152)				
	A) Unclassified Excavation, On-Site Disposal				
	@ ten dollars and zero cents	C.Y.	336	\$10.00	\$3,360.00
	B) Unsuitable Overdepth Excavation - Remove and Replace				
	@ fifteen dollars and zero cents	C.Y.	25	\$15.00	\$375.00
11.	Soil Stabilization Geotextile Fabric				
	@ two dollars and zero cents	S.Y.	70	\$2.00	\$140.00
12.	Subbase Course (P-154)				
	@ forty eight dollars and zero cents	C.Y.	57	\$48.00	\$2,736.00
13.	Aggregate Base Course (P-208)				
	@ forty dollars and zero cents	C.Y.	236	\$40.00	\$9,440.00
14.	Portland Cement Concrete Pavement (P-501)				
	@ one hundred five dollars and zero cents	S.Y.	700	\$105.00	\$73,500.00
15.	Hot Mix Asphalt Pavement (P-401)				
	@ ninety dollars and zero cents	Ton	147	\$90.00	\$13,230.00
16.	Bituminous Tack Coat (P-603)				
	@ two dollars and fifty cents	Gal.	32	\$2.50	\$80.00

POCATELLO REGIONAL AIRPORT
REHABILITATE TAXIWAY A, CONNECTING TAXIWAYS AND TERMINAL APRON
3-16-0028-038
BID SCHEDULE B
REHABILITATE TERMINAL APRON

Item No.	<u>Item Description</u>	<u>Unit Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
17. Pavement Markings (P-620)					
	A) Temporary Yellow Paint with Glass Beads @ one dollar and zero cents	S.F.	35	\$1.00	\$35.00
	B) Permanent Yellow Paint with Glass Beads @ one dollar and zero cents	S.F.	35	\$1.00	\$35.00
	C) Temporary Black Paint without Glass Beads @ one dollar and zero cents	S.F.	68	\$1.00	\$68.00
	D) Permanent Black Paint without Glass Beads @ one dollar and zero cents	S.F.	68	\$1.00	\$68.00
	E) Temporary Red Paint without Glass Beads @ one dollar and zero cents	S.F.	129	\$1.00	\$129.00
	F) Permanent Red Paint without Glass Beads @ one dollar and zero cents	S.F.	129	\$1.00	\$129.00
TOTAL BID SCHEDULE B One hundred twenty four thousand fifty five dollars and zero cents					\$124,055.00



CONTRACTOR'S SUPPLEMENTAL EQUIPMENT RATE SCHEDULE

**PROJECT NAME: REHABILITATE TAXIWAY A, CONNECTING TAXIWAYS AND
TERMINAL APRON**

**AIRPORT NAME: POCATELLO REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0028-039**

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

		<u>Make/Model/Description</u>	<u>Hourly Rate</u>
1.	Dozers	CAT D6 DOZER	\$142.50
		CAT D8 DOZER	\$236.25
2.	Backhoes	CAT 416 BACKHOE	\$115.00
		JD 410 BACKHOE	\$115.00
3.	Tractors	330 EXCAVATOR	\$166.25
		345/450 EXCAVATOR	\$187.50
4.	Loaders	JD 644 LOADER	\$137.00
		CAT 950 LOADER	\$145.00
5.	Scrapers: 12 c.y.	CAT 623 F/G SCRAPER	\$205.00
	16 c.y.	CAT 627 SCRAPER	\$235.00
6.	Compactors	815 SOIL COMPACTOR	\$162.50
		SD70 DIRT (MED) COMPACTOR	\$124.00
7.	Trucks: 10 c.y.	END DUMP	\$148.00
	20 c.y.	TRUCK AND PUP	\$162.00
	_____ c.y.		
	water	WATER TRUCK	\$135.00
8.	Generator	IR 21-65 KW GENSET	\$21.00
		101-200 KW GENSET	\$38.00
9.	Paver	CAT PAVER 655	\$235.00
		CAT PAVER 1055	\$245.00
10.	Asphalt Milling Equipment	7' ROTOMILL	\$550.00
		12' ROTOMILL	\$950.00
11.	Pulverizer	PULVERIZER	\$850.00
12.	Motor Grader	CAT BLADE 140/143	\$141.00
		CAT BLADE 14H/M	\$183.00
13.	Rollers	SD120 LARGE ASPHALT	\$110.00
		SD70 MED DIRT	\$124.00
14.	Compressor	AIR COMPRESSOR	\$20.00
15.	Other	POWER BROOM	\$133.00
		DISTRIBUTOR TRUCK	\$168.00
		SKID STEER	\$105.00

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

BID BOND

BIDDER (Name and Address):

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

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

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER (Name and Address):

City of Pocatello
911 North 7th Avenue
Pocatello, ID 83201

BID

BID DUE DATE: March 31, 2016
PROJECT (Brief Description Including Location):
Rehabilitate Taxiway A, Connecting Taxiways and Terminal Apron
FAA/AIP Project No. 3-16-0028-038
Pocatello Regional Airport, Pocatello, Idaho

BOND

BOND NUMBER: Bid Bond
DATE: (Not later than Bid Due Date): March 31, 2016
PENAL SUM: Five Percent of Amount Bid (5%)

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

BIDDER

Knife River Corporation - Northwest (Seal)
Bidder's Name and Corporate Seal
By: [Signature]
Signature and Title
Jessee Rosin, Authorized Agent
Attest: [Signature]
Signature and Title Witness

SURETY

Liberty Mutual Insurance Company (Seal)
Surety's Name and Corporate Seal
By: [Signature]
Signature and Title Nicole Langer,
(Attach Power of Attorney) Attorney-in-Fact
Attest: [Signature]
Signature and Title Witness

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

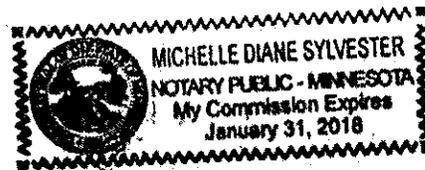
IMPORTANT--Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Surety Acknowledgment

State of MINNESOTA }
County of Hennepin } ss.

On this 31st day of March 2016, before me personally came Nicole Langer, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Liberty Mutual Insurance Company described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/she/his name to it by like order.

Michelle Sylvester
Notary Public



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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

Certificate No. 7169815

American Fire and Casualty Company
The Ohio Casualty Insurance Company

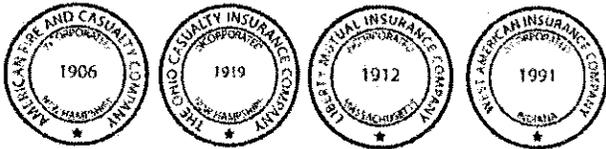
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian D. Carpenter; Craig Olmstead; Dennis Loots; Heather R. Goedtel; Jessica Hoff; Jill N. Swanson; Laurie Pflug; Michelle Sylvester; Nicole Langer; Nina E. Werstein

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of November, 2015.



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of November, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

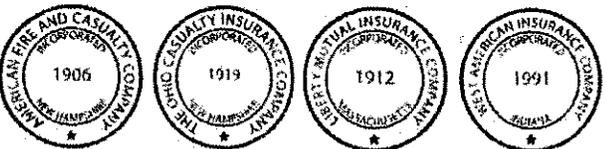
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of March, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

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

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

**INDEX OF
ADDITIONAL BID FORMS**

Designation of Subcontractors and Suppliers, Exhibit I

Non-Collusion Affidavit, Exhibit II

Certification of Nonsegregated Facilities, Exhibit III

Joint Venture Statement, Exhibit IV

Disadvantaged Business Enterprise Utilization, Exhibit V

Letter of Intent, Exhibit VI

Certification of Buy American Compliance for Manufactured Products , Exhibit VII

DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS

PROJECT NAME: REHABILITATE TAXIWAY A, CONNECTING TAXIWAYS AND TERMINAL APRON

AIRPORT NAME: POCATELLO REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0028-038

Each bidder shall set forth below: (a) The name and the location of the place of business of each subcontractor and supplier who will perform work or labor or render service or provide materials or equipment to the Contractor in or about the construction of the work in an amount in excess of one-half (½) of one percent (1%) of the Contractor's total bid; and (b) The portion of the work which will be done by each such subcontractor or provided by each such supplier.

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

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

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

Name and Address	Approximate Amount of Subcontract or Value of Materials	Idaho Public Works Contractor License No.	Type Work To Be Done	DBE: Yes/No
Acorn of Boise, Id	\$ 23,500-	11684-AAA	Saw Cutting	No
B. McKee what Jordan, Id	\$ 59,500-	004875-U-1-4	Rotating	No
Creek Hollow, Chubbuck, Id	\$ 27,100-	Service	Sweeping	No
Carters Clean Sweep Boise, Id	\$ 66,700	132944-A	Sweeping	No
Ferguson's Machine, Id	\$ 28,200	Supplier	Pipe Supply	No
Green Valley Idaho Falls, Id	\$ 23,600	10257-B-4	Grass Seeding	No
Hwy Idaho Falls, Id	\$ 47,900	10681-U-1-2-3	Turf	No
Road Products Inc	\$ 26,100	12871-B-4	Crack Seal	No
Jack Brown Portland, Id	\$ 49,200	11916-U-1-2	Concrete Supply	No
Whitaker Electric, Idaho Falls, Id	\$ 535,000	12483-U-4	Electrical	No

Knife River Corporation - Northwest
 (Name of Firm)

3/31/2016
 (Date)


 (Signature)

Authorized Agent
 (Title)

NON-COLLUSION AFFIDAVIT

PROJECT NAME: REHABILITATE TAXIWAY A, CONNECTING TAXIWAYS AND TERMINAL APRON

AIRPORT NAME: POCATELLO REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0028-038

Bidder's Name Knife River Corporation - Northwest

Address 5450 W Gowen Road, Boise, ID 83709

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

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

Knife River Corporation - Northwest
(Firm Name)

3/31/2016
(Date)

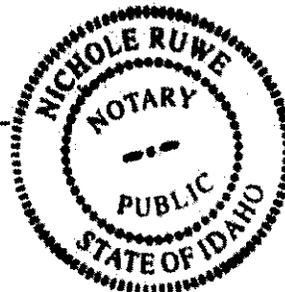
(Signature of Responsible Officer)

(SEAL OF CORPORATION)

Authorized Agent
(Title)

Subscribed and Sworn to before me, this 31st day of March, 2016. My Commission Expires

3/24/2017
Nichole Ruwe
(Notary Public)



CERTIFICATION OF NONSEGREGATED FACILITIES

**PROJECT NAME: REHABILITATE TAXIWAY A, CONNECTING TAXIWAYS AND
TERMINAL APRON**

**AIRPORT NAME: POCATELLO REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0028-038**

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies that he will not maintain or provide for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.

CERTIFICATION:

The information above is true and complete to the best of my knowledge and belief.

Contractor/Subcontractor:

3/31/2016
(Date)

Knife River Corporation - Northwest
(Name of Firm)


(Signature)

Authorized Agent
(Title)

JOINT VENTURE STATEMENT

**PROJECT NAME: REHABILITATE TAXIWAY A, CONNECTING TAXIWAYS AND
TERMINAL APRON**

**AIRPORT NAME: POCATELLO REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0028-038**

PROJECT:
STATE OF _____)
COUNTY OF IDAHO) SS:

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

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

- a. _____
 An Individual
 A Partnership
 A Corporation
- b. _____
 An Individual
 A Partnership
 A Corporation
- c. _____
 An Individual
 A Partnership
 A Corporation

2. The Contractors, under whose names we have affixed our respective signatures, have duly authorized and empowered us to execute this Joint Venture Statement in the name of and on behalf of such Contractors for the purpose hereinbefore stated.

3. Under the provisions of such joint venture, the assets of each of the Contractors name in Paragraph 1 hereof, and in case any Contractor so named above is a partnership, the assets of the individual members of such partnership, will be available for the performance of such joint venture and liable therefore and for all obligations incurred in connection therewith.

4. This Joint Venture Statement is executed so that the named Contractors, as one organization, may, under such joint venture, bid upon said Contract, and be awarded the contract if they should become the successful bidder therefore. Any bid, bond and agreement relating to said Contract shall be executed by any of the undersigned, and when so executed shall bind this joint venture and each and every Contractor named herein severally and jointly. Simultaneous with the execution of the Contract, the Contractors entering into this joint venture shall designate and appoint a Project Supervisor to act as their true and lawful agent with full power and authority to do and perform any and all acts or things necessary to carry out the work set forth in said Contract.

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

(Firm Name)

(Signature of Responsible Officer)

(Title)

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

By _____
(Print Name)

Notary Public

My Commission expires _____

(Firm Name)

(Signature of Responsible Officer)

(Title)

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

By _____
(Print Name)

Notary Public

My Commission expires _____

(Firm Name)

(Signature of Responsible Officer)

(Title)

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

By _____
(Print Name)

Notary Public

My Commission expires _____

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

PROJECT NAME: REHABILITATE TAXIWAY A, CONNECTING TAXIWAYS AND
TERMINAL APRON

AIRPORT NAME: POCATELLO REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0028-038

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

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

Contractor Knife River Corporation - Northwest

State Registration No. 21168

By 
(Signature)

Jessee Rosin - Authorized Agent
(Name and Title)

Address 5450 W Gowen Road
Boise, ID 83709

Phone No. (208) 362-6152

LETTER OF INTENT

PROJECT NAME: REHABILITATE TAXIWAY A, CONNECTING TAXIWAYS AND
TERMINAL APRON

AIRPORT NAME: POCATELLO REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0028-038

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

Name of Bidder's Firm: Knife River Corporation - Northwest

Bidder's Address: 5450 W Gowen Road

City: Boise State: Idaho Zip: 83709

Name of DBE Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Area Code: _____

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

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

<u>BID SCHEDULE</u>	<u>BID ITEMS</u>	<u>\$ VALUE</u>
<i>NONE at time of bid</i>		

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

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

Authorized Signature Name of DBE Firm Date

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

CERTIFICATION OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

**PROJECT NAME: REHABILITATE TAXIWAY A, CONNECTING TAXIWAYS AND
TERMINAL APRON**

**AIRPORT NAME: POCATELLO REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0028-038**

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

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

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

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

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

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

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

Required Documentation

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

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

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

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

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

Name of Firm Knife River Corporation - Northwest

By  Jessee Rosin - Authorized Agent 3/31/2016
(Signature) (Title) (Date)

SUPPLEMENTAL BIDDING INFORMATION

Bidders List Information

(Submit with Bid Documents)

BIDDERS LIST INFORMATION

PROJECT NAME: REHABILITATE TAXIWAY A, CONNECTING TAXIWAYS AND TERMINAL APRON

AIRPORT NAME: POCATELLO REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0028-038

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

Please provide the following information for ALL firms from which you received a bid or quote. Copy the form as needed to provide data for ALL firms.

Firm Name: Cache Valley Electric	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: 1414 S. Gustin Road, Salt Lake City, UT 84104	
Contact Name and Title: Pete Olson - Estimator	
Year Firm Was Established: 1915	
Annual Gross Receipts (check one): ___ less than \$1 Million; ___ \$1to \$5 Million; ___ \$5 to \$10 Million; ___ \$10 to \$15 Million; <u>x</u> more than \$15 Million	
Work Items Represented in the Quote: Electrical	

Firm Name: Pavement Markings Northwest	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: 4850 Henry Street, Boise, ID 83709	
Contact Name and Title: Ken Balliet - Estimator	
Year Firm Was Established: 2004	
Annual Gross Receipts (check one): ___ less than \$1 Million; ___ \$1to \$5 Million; <u>x</u> \$5 to \$10 Million; ___ \$10 to \$15 Million; ___ more than \$15 Million	
Work Items Represented in the Quote: Pavement Markings	

Firm Name: Specialty Construction Supply	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: 5190 S. Heyrend Drive, Idaho Falls, ID 83402	
Contact Name and Title: Marc Seifert - Estimator	
Year Firm Was Established: 1996	
Annual Gross Receipts (check one): ___ less than \$1 Million; ___ \$1to \$5 Million; ___ \$5 to \$10 Million; ___ \$10 to \$15 Million; <u>x</u> more than \$15 Million	
Work Items Represented in the Quote: Pipe and Erosion Control	

Firm Name: Wheeler Electric, Inc.	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: 469 W. 16th Street, Idaho Falls, ID 83402	
Contact Name and Title: Jeff Wheeler - President	
Year Firm Was Established: 1962	
Annual Gross Receipts (check one): ___ less than \$1 Million; ___ \$1to \$5 Million; ___ \$5 to \$10 Million; ___ \$10 to \$15 Million; <u>x</u> more than \$15 Million	
Work Items Represented in the Quote: Electrical & Airport Lighting	

BIDDERS LIST

BIDDERS LIST INFORMATION

PROJECT NAME: REHABILITATE TAXIWAY A, CONNECTING TAXIWAYS AND TERMINAL APRON

AIRPORT NAME: POCATELLO REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0028-038

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

Please provide the following information for ALL firms from which you received a bid or quote. Copy the form as needed to provide data for ALL firms.

Firm Name: Robertson Mfg. LLC.	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: P.O. Box 2555, Pocatello, ID 83206	
Contact Name and Title: Wayne Smith, President	
Year Firm Was Established: 1995	
Annual Gross Receipts (check one): ___ less than \$1 Million; <u>X</u> \$1to \$5 Million; ___ \$5 to \$10 Million; ___ \$10 to \$15 Million; ___ more than \$15 Million	
Work Items Represented in the Quote: Contrete Products	

Firm Name: Storm Water Solutions, Inc.	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: 14664 N 6000 W., Garland, UT 84312	
Contact Name and Title: Blake Morgan, Estimator	
Year Firm Was Established: 2009	
Annual Gross Receipts (check one): <u>X</u> less than \$1 Million; ___ \$1to \$5 Million; ___ \$5 to \$10 Million; ___ \$10 to \$15 Million; ___ more than \$15 Million	
Work Items Represented in the Quote: Seeding	

Firm Name: Straight Stripe Painting	DBE: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Address: 1812 W. Sunset Blvd. #1-525	
Contact Name and Title: Jake Adams, Director of Operations	
Year Firm Was Established: 2004	
Annual Gross Receipts (check one): ___ less than \$1 Million; ___ \$1to \$5 Million; <u>X</u> \$5 to \$10 Million; ___ \$10 to \$15 Million; ___ more than \$15 Million	
Work Items Represented in the Quote: P-609 & P-620 Oil, Paint & Removal	

Firm Name:	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): ___ less than \$1 Million; ___ \$1to \$5 Million; ___ \$5 to \$10 Million; ___ \$10 to \$15 Million; ___ more than \$15 Million	
Work Items Represented in the Quote:	

BIDDERS LIST

BIDDERS LIST INFORMATION

PROJECT NAME: REHABILITATE TAXIWAY A, CONNECTING TAXIWAYS AND TERMINAL APRON

AIRPORT NAME: POCATELLO REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0028-038

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

Please provide the following information for ALL firms from which you received a bid or quote. Copy the form as needed to provide data for ALL firms.

Firm Name: <i>Mountain West Electric, Inc.</i>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <i>586 W Hwy 26 Blackfoot, ID 83201</i>	
Contact Name and Title: <i>Chad Fields VP</i>	
Year Firm Was Established: <i>1983</i>	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$1 Million; <input type="checkbox"/> \$1to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input checked="" type="checkbox"/> \$10 to \$15 Million; <input type="checkbox"/> more than \$15 Million	
Work Items Represented in the Quote: <i>Electrical</i>	

Firm Name:	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$1 Million; <input type="checkbox"/> \$1to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> \$10 to \$15 Million; <input type="checkbox"/> more than \$15 Million	
Work Items Represented in the Quote:	

Firm Name:	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$1 Million; <input type="checkbox"/> \$1to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> \$10 to \$15 Million; <input type="checkbox"/> more than \$15 Million	
Work Items Represented in the Quote:	

Firm Name:	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$1 Million; <input type="checkbox"/> \$1to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> \$10 to \$15 Million; <input type="checkbox"/> more than \$15 Million	
Work Items Represented in the Quote:	

BIDDERS LIST



T-O ENGINEERS

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

280 W. PRAIRIE AVENUE
COEUR D'ALENE, IDAHO 83815
(208) 762-3644 - PHONE
(208) 762-3708 - FAX

332 N. BROADMORE WAY
NAMPA, IDAHO 83687
(208) 442-6300 - PHONE
(208) 466-0944 - FAX

121 W. PACIFIC AVENUE, SUITE 200
SPOKANE, WASHINGTON 99201
(509) 319-2580 - PHONE
(509) 319-2590 - FAX



Southern Idaho Division
5450 W Gowen Road
Boise, ID 83709
(208) 362-6152
(208) 362-6199 FAX

March 18, 2015

Re: Appointment of Agents - Power of Attorney

To Whom It May Concern:

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

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

Norm Avery
Christopher C. Doan
Vanner Hegbloom
Ryder Irvine
Marney Kadrmas
David Midtlyng
Terri O'Leary
E. Greg Ranniger
Jessee Rosin

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

Sincerely,

Brian Gray
President - Northwest Region

CERTIFICATE

I, KARL A. LIEPITZ, hereby certify that I am the duly elected and qualified Assistant Secretary of Knife River Corporation – Northwest, an Oregon corporation; and I further certify that, pursuant to a resolution adopted by Written Consent of the Board of Directors dated December 14, 2015, the persons named below have been duly elected, have qualified and are officers of the Company holding the offices set forth opposite their respective names:

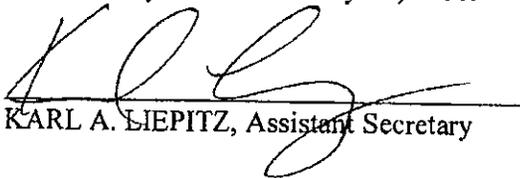
David C. Barney	Chairman of the Board and Chief Executive Officer
Brian R. Gray	Region President
Zachary W. O'Kelley	President – Idaho Division
Loren C. Later	Vice President – Prestress
Steven D. Mote	Vice President and General Manager – Oregon Division
Nancy K. Christenson	Treasurer and Chief Financial Officer
Daniel S. Kuntz	General Counsel and Secretary
Marney L. Kadrmas	Region Controller and Assistant Secretary
Calvin R. DeWall	Assistant Secretary
Karl A. Liepitz	Assistant Secretary
Ronald D. Myers	Assistant Secretary

* * * * *

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

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

IN WITNESS WHEREOF, I have hereunto set my hand on January 11, 2016.


KARL A. LIEPITZ, Assistant Secretary

C.L. "Butch" Otter
Governor

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

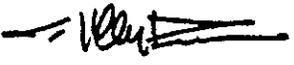
PWC-C-15564-UNLIMITED-1-2-3
License Number

01/14/2003
Original License Issued

This is to certify that
KNIFE RIVER CORPORATION - NORTHWEST
has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45
and is hereby granted this certificate.

This license expires: 03/31/2017


Licensee Signature


C. Kelly Pearce, Administrator

**AGENDA
ITEM
NO. 16**

POCATELLO CITY COUNCIL MEETING
MAY 19, 2016
AIRPORT PROFESSIONAL SERVICES AGREEMENT
T-O ENGINEERS
EXECUTIVE SUMMARY

This year's airport improvement project (AIP) includes:

- a) Rehabilitation of Taxiway A and connecting taxiways
- b) Rehabilitation of terminal apron
- c) Relocation of Taxiway E (A5)
- d) Reconfiguration of Taxiway A (A1) at Runway 21

T-O Engineers was selected in 2014 for all Architectural and Engineering work for a five-year period. A Professional Services Agreement (PSA) will be established with T-O Engineers for each individual project. The current PSA, which is T-O's second project with the airport under this term, is for bid processing, grant application and closeout, and project and construction management for the above referenced projects.

The fee is based on time and materials and is not to exceed \$290,552.50. The engineering fees are eligible for 93.75% reimbursement from the FAA through the Airport Improvement Program grant and the remaining 6.25% is funded using airport passenger facility charge funds. The engineering contract has been reviewed and approved by FAA. The project is contingent upon grant award.

DRAFT

**T-O ENGINEERS, INC.
AGREEMENT FOR PROFESSIONAL SERVICES**

T-O Engineers, Inc.

Date: April 14, 2016

THIS AGREEMENT is between **the City of Pocatello**, hereinafter referred to as "**Client**" and **T-O Engineers, Inc.**, an Idaho Corporation, hereinafter referred to as "**Consultant**". The Client and Consultant in consideration of their mutual covenants herein contract and agree as follows:

The Client intends to Rehabilitate Taxiway A, Connecting Taxiways and Terminal Apron; Relocate Taxiway E (A5) and Taxiway A at the Runway 21 End (A1) hereinafter referred to as the "Project" or "Projects".

A) CLIENT INFORMATION AND RESPONSIBILITIES

1. The Client shall timely provide to Consultant a complete description of each Project including: Client's requirements for the Project, objectives and constraints, capacity and performance requirements, flexibility and expandability needs, any budgetary limitations, and all design and construction criteria which Client requires be incorporated into the Project.
2. Client shall timely provide to Consultant all associated or applicable project information including: data and documents prepared by others, soil and subsurface explorations, hydrologic information, laboratory tests, inspection reports, environmental assessments, title reports, records of survey, warranty deeds, and land use restrictions, all of which Consultant may use and rely upon, without liability, in performing services under this Agreement.
3. The Client shall timely obtain permission for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

B) SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall provide the following generally described services under this Agreement attached as Exhibit A.

C) BASIS OF FEES

The Client shall timely pay Consultant for services set forth and provided under this Agreement. Fees shall be based on hourly charges and direct expenses during the performance of work. Hourly charges shall be based on the hourly billing rates for employee classifications as shown on Consultant's current Fee Schedule included as Exhibit C. Direct expenses are the sum of all expenditures attributable to the Project that are not labor charges, including subconsultant fees. Fees for the agreement will be determined using both of the following methods.

1. **Contract Amount (Not to Exceed):** Fees for work negotiated under this method will be billed using hourly and direct expense rates for costs incurred. A maximum total fee for services to be provided will be included in the scope of work attached as Exhibit B. If additional tasks and associated fees are required, these will be added by amending the Agreement.

TERMS AND CONDITIONS

1) GENERAL

- a. Consultant shall provide professional services for the Client on the Project described in this Agreement. These services shall be performed in accordance with generally accepted professional practices and standards of care and skill ordinarily used in Consultant's profession under similar circumstances. Consultant makes no other warranty, either expressed or implied, as to performance of professional services.
- b. Consultant shall not be responsible for acts or omissions of any other party involved in the Project.
- c. Consultant has not been retained to supervise, direct or have control over the work of any construction contractor or their subcontractor or supplier, hereinafter referred to collectively as "Contractor". Consultant does not have authority over, or responsibility for: Contractor's means, methods, techniques, sequences or procedures of construction, safety precautions and programs incident to the work of Contractor, or for any failure of Contractor to comply with applicable laws and regulations.
- d. Consultant can neither guarantee the performance of any Contractor nor assume responsibility for Contractor's failure to furnish and perform work in accordance with any construction contract documents or recommendations issued by Consultant.
- e. The Client understands and agrees that subsurface and soils characteristics may vary greatly between successive test points and sample intervals. Consultant makes no warranties, expressed or implied, as to the services or data furnished by professionals providing soils testing or geotechnical advice.

2) OPINIONS OF COST

- a. Consultant may be asked to provide opinions of probable construction or Project costs as part of the professional services under this Agreement. The Client understands and agrees that: Consultant has no control over the cost of labor or materials furnished by others or market conditions, Consultant's opinions of probable cost are based on Consultant's experience and judgment, Consultant does not guarantee or warrant that bids or estimates prepared by Contractors will not deviate from opinions of probable cost provided by Consultant, and Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

3) REUSE AND OWNERSHIP OF DOCUMENTS

- a. All work product including documents prepared by the Consultant under this Agreement are proprietary instruments of the Consultant's professional service and shall remain the sole property of the Consultant and no work product shall be used or reused by the Client other than for the construction, operation and maintenance of the Project, without specific prior written permission of Consultant.
- b. Client agrees that: authorized use of Consultant's work product on the Project is subject to full payment for Consultant's services related to preparation of the product, work product is not suitable for use on the Project unless completed by the Consultant for the specific purpose intended, and any other use of Consultant's work product by Client will be at Client's sole risk without liability of Consultant.
- c. The Client shall timely pay, assume, defend, indemnify and hold Consultant harmless from any claims, damages, losses and expenses, including attorney's fees, arising from unauthorized reuse of all work product prepared by Consultant.

4) GOVERNING LAW

- a. The laws of the State of Idaho shall govern the validity of this Agreement, its interpretation and performance, and all remedies for breach of contract or any other claims related to this Agreement.

5) SUCCESSORS AND ASSIGNS

- a. Client and Consultant are hereby bound, and their partners, successors, executors, administrators and legal representatives are likewise bound, to the other party to this Agreement, in respect of all covenants, agreements and obligations of this Agreement.
- b. Neither Client nor Consultant may assign or transfer any rights, duties or responsibilities under this Agreement without prior written consent of the other party.
- c. Nothing under this Agreement shall be construed to provide any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

6) TIMES OF PAYMENTS

- a. Consultant shall submit monthly invoices for services rendered and for direct expenses incurred. Client shall timely make monthly payments. Invoices are due and payable within sixty (60) days of the date of the invoice.
- b. All account balances not paid in full within sixty (60) days of the date when first invoiced are overdue and subject to interest at the rate of five (5) percent (%) per annum compounded monthly from the date when first invoiced until paid in full. Any payments received shall be credited first to accrued interest and then to principal.
- c. All fees and costs incurred by Consultant to collect overdue account balances shall be added to the account balance.

7) RISK ALLOCATION AND REMEDY

- a. To the fullest extent permitted by law, Consultant's total liability to Client for each Work Order, and anyone claiming through or under Client, for any and all injuries, claims, losses, expenses, damages, or claimed expenses arising out of this Agreement for services rendered under each Work Order, or in any way related to the Work Order(s), from any cause(s) shall not exceed \$1,000,000 or the total compensation received by Consultant under that Work Order, whichever is greater. Such causes include but are not limited to Consultant's negligence, errors, omissions, strict liability, or breach of contract.
- b. To the fullest extent permitted by law, the Client and Consultant hereby waive any and all claims for special, incidental, indirect or consequential damages arising out of or in any way related to the Project.

8) INSURANCE

Consultant shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability and comprehensive general liability insurance coverage with a combined single limit for property damage and liability of One Million (\$1,000,000.00) Dollars. The Consultant shall acquire and maintain Professional Liability Insurance in the amount of One Million (\$1,000,000.00) Dollars.

9) INDEMNIFICATION

Consultant shall indemnify and hold harmless the Client from any and all claims and costs of defense of said claims, including attorneys' fees, arising from the employment of the Consultant under this contract that are attributable solely to the fault of the Consultant. The Client will indemnify and hold harmless Consultant from any and all claims arising under the performance of this contract, which are attributable solely to the fault of the Client.

10) HAZARDOUS ENVIRONMENTAL CONDITIONS OR MATERIALS

- a. Consultant's services exclude any services related to hazardous materials or a hazardous environmental condition, including hazardous materials as defined by federal, state and local law. Discovery of hazardous materials after the date of execution of this Agreement mandates renegotiation of Consultant's scope of work or suspension or termination of services.
- b. The Client hereby waives any claim against Consultant, and shall timely pay, assume, defend, indemnify, and hold Consultant harmless from any claim or liability for injury, loss, damages or expenses arising from hazardous materials.

11) DISPUTE RESOLUTION

All claims or disputes arising out of this Agreement shall first be addressed through non-binding mediation and no litigation or arbitration shall occur unless said mediation is unsuccessful in resolving any such claims or disputes.

12) RECOVERY OF DISPUTE RESOLUTION COSTS

- a. In the event that legal action is brought by either party against the other, the prevailing party shall be timely reimbursed by the other party for the prevailing party's legal costs, in addition to whatever other judgments or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees and other documented expenses.

13) SUSPENSION OR TERMINATION – CONSULTANT

- a. Consultant may, at its sole discretion, after giving seven (7) days written notice to Client, suspend or terminate service if undisputed charges are not paid within sixty (60) days of receipt of Consultant's invoice and Client hereby waives any claim against Consultant, and shall timely pay, assume, defend, indemnify, and hold Consultant harmless from and against any claims arising from Consultant's suspension or termination of

services due to Client's failure to make timely payment.

b. Any charges in dispute shall be called to Consultant's attention, in writing, within twenty (20) days of receipt of Consultant's invoice, and Client and Consultant shall work together in good faith to resolve any such disputes. If Client and Consultant are unable to resolve said disputes within forty-five (45) days, Consultant may suspend or terminate service.

c. The obligation to perform under this Agreement may be terminated by Consultant upon thirty (30) days written notice. Such termination shall be based upon substantial lack of performance by Client under the Terms and Conditions of this Agreement.

d. Consultant may terminate services under this agreement upon seven (7) days written notice if Client requires or demands that Consultant perform services in conflict with Consultant's professional responsibilities and Client hereby waives any and all claims against Consultant for such termination.

e. If this Agreement is terminated by either party, Consultant shall be timely paid for services rendered and for direct expenses incurred to the date of such termination plus close-out or suspension costs including but not limited to document management, rescheduling or re-assignment of personnel, and documentation as to status of work tasks.

The following Terms 14 through 23 are federally mandated contract provisions. These provisions are included, as it is anticipated federal funds will be used for Project(s) covered by this agreement.

14) TERMINATION OF CONTRACT – CLIENT (49 CFR Part 18.36(i)(2))

a. The Client may, by written notice, terminate this contract in whole or in part at any time, either for the Client's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Client.

b. If the termination is for the convenience of the Client, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill Consultant's obligations, the Client may take over the work and prosecute the same to completion by contract or otherwise. In such case, Consultant shall be liable to the Client for any additional cost occasioned to the Client thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Client. In such event, adjustment in the contract price shall be made as provided in paragraph b. of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15) CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS (49 CFR Part 21)

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

a. Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Client or the Federal Aviation

Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance. In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to: withholding of payments to Consultant under the contract until Consultant complies; and/or cancellation, termination, or suspension of the contract, in whole or in part.

f. Incorporation of Provisions. The Consultant shall include the provisions of paragraphs a. through e. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, Consultant may request the Client to enter into such litigation to protect the interests of the sponsor and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

16) AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 – GENERAL CIVIL RIGHTS PROVISIONS

The Consultant assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of Consultants, this provision binds Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

17) DISADVANTAGED BUSINESS ENTERPRISES (49 CFR Part 26)

a. Contract Assurance (§26.13) - The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

b. Prompt Payment (§26.29) - The prime Consultant agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime Consultant receives from Client. The prime Consultant agrees further to return retainage payments to each subconsultant within seven (7) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Client. This clause applies to both DBE and non-DBE subconsultants.

18) LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A)

a. No Federal appropriated funds shall be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

19) ACCESS TO RECORDS AND REPORTS (49 CFR Part 18.36(i))

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Client, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

20) BREACH OF CONTRACT TERMS (49 CFR Part 18.36)

Any violation or breach of terms of this contract on the part of Consultant or their subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

21) RIGHTS TO INVENTIONS (49 CFR Part 18.36(i)(8))

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Client of the Federal grant under which this contract is executed.

22) TRADE RESTRICTION CLAUSE (49 CFR Part 30.13)

The Consultant or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Client cancellation of the contract at no cost to the Government.

Further, Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that Consultant or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Client cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

23) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR Part 29)

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement.

24) EXTENT OF AGREEMENT AND AMENDMENTS

- a. This Agreement, including any attachments and the Terms and Conditions, represents the entire agreement between the Client and Consultant and supersedes all prior negotiations, representations or agreements, written or oral.
- b. Client may furnish to Consultant a signed copy of this Agreement by scanned or facsimile media and Consultant may rely upon the authority of such media.
- c. A signed Agreement constitutes a notice to proceed in the absence of any written directive otherwise from Client.
- d. This Agreement may be amended only by written instrument duly executed by both Client and Consultant. For purposes of signatures on any amendments, Client and Consultant agree that e-mail directives, or scanned or faxed signatures are acceptable and that each party may rely upon the authority of such communications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT: City of Pocatello, Idaho
ADDRESS: PO Box 4169
Pocatello, ID 83205

T-O Engineers, Inc.
9777 Chinden Blvd.
Boise, Idaho 83714

BY: _____

BY: _____

TITLE: _____

TITLE: _____

SIGNATURE: _____

SIGNATURE: _____

DATE: _____

DATE: _____

EXHIBIT A

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

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EXHIBIT A
Pocatello Regional Airport (PIH)
Pocatello, Idaho
AIP 3-16-0028-039

**Rehabilitate/Reconfigure Taxiway A, Relocate Taxiway E and Rehabilitate
Terminal Apron (Construction Services)**

BACKGROUND:

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

Rehabilitate/Reconfigure Taxiway A and Rehabilitate Terminal Apron (Construction Services)

The Owner intends to execute a rehabilitation and repair project for Taxiway A, Taxiway D, Taxiway E, Taxiway F, Taxiway G, and a small portion of the Terminal Apron. The methods of rehabilitation include a combination of mill and overlay and full or partial depth reconstruction, as explained further, below.

- Taxiway A will be rehabilitated through a mill and inlay of approximately 75' x 4,750' of the existing, southern portion of the Taxiway. The mill and inlay will include leveling courses as necessary to correct finished surface grades and facilitate proper drainage. Taxiway A at the Runway 21 end will be reconfigured to enter the runway at a 90 degree angle. A portion of the existing Taxiway A will be removed to its full depth. The remainder of the existing Taxiway A pavement will be abandoned in-place and markings removed.
- Taxiway D will be rehabilitated through mill and inlay.
- Taxiway E will be relocated north to near the south end of the existing apron and aligned to enter Runway 3-21 at a 90 degree angle. Markings will be removed from the existing Taxiway E and the pavement will be abandoned in-place.
- Taxiway F will be rehabilitated through mill and inlay.
- Taxiway G at the Runway 21 end will be repaired where a previous trenching project settled and compromised the pavement wearing surface.
- A small portion of the Terminal Apron will receive full depth reconstruction, replacing existing asphalt pavement with portland cement concrete pavement to resist rutting.
- New taxiway lighting, marking, and signage will be installed for the relocated taxiways. Existing lighting on taxiways repaired through mill and inlay shall be protected from damage and remain in-place. New pavements will receive markings and signage, as required.

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 Pocatello Regional Airport will provide all other required funds. The estimated construction budget for the work items is approximately \$4.0 million for the Taxiway A and Terminal Apron Rehabilitation project.

Professional services to be provided through this agreement shall include bidding, construction, delivery, closeout and additional services necessary to complete the project. Services and associated expenses for these phases (Phases 1-4, below) will be provided on a time and materials (T&M) basis.



Professional services anticipated include services necessary to accomplish the following:

- Contract Administration
- Project bidding assistance and administration
- Grant administration
- Construction inspection
- Closeout
- Coordination of all phases of the Project with the Owner and the FAA.

CONTRACTS AND BIDDING:

The project was designed under a separate grant to include one bid package. After bids are opened, Engineer and Owner will discuss possible award options. If adequate funds are available from all sources, all work will be awarded. Award of all elements may not be possible. This agreement does not include any services related to repackaging or re-bidding work elements at a later date. If such services are necessary, they will be added by amendment or considered an additional service to this agreement.

AVAILABLE INFORMATION:

- Master Plan and Airport Layout Plan (ALP) drawings prepared by RS&H, November 2012.
- Pavement Management Program documents completed by PCI, January 2014.
- Design, construction and as-constructed drawings, survey data and geotechnical information from AIP 3-16-0028-034 through 038 projects, prepared by T-O Engineers.



PROJECT SCHEDULE:

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

ACTIVITY	COMPLETION
Submit Draft Scope and Fee to Owner and FAA	March 2016
Complete Independent Fee Estimate Review	April 2016
Work Order Negotiation Complete	April, 2016
Complete Final Design	March 2016
Advertise Project	March 2, 2016
Bid Opening	March 31, 2016
Award Project	May 9, 2016
Pre-Construction Conference/NTP	May 25, 2016
Construct Project	June 2016 – August 2016
Closeout	November 2016

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



SCOPE OF PROFESSIONAL SERVICES

TASK 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 an Agreement including a detailed Scope of Professional Services narrative. Review the Scope with Owner and FAA and modify as necessary, based on comments received. The Agreement shall also include a detailed cost proposal based on estimates of professional service man hour and hourly rates required to accomplish 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 these tasks.
- 1.5 Project management and administration to include monthly cost accounting and budget analysis, invoicing and monitoring of project progress.

TASK 2 - BIDDING

Assist the Owner in the competitive sealed bid and contractor selection process. It is assumed there will be one bid package required. Prepare and process contract award and construction agreement documents for the Owner. Bidding phase services shall include the following tasks:

- 2.1 Administer the public bid advertisement process including bid document reproduction and distribution of documents to plan rooms, contractors and suppliers. Prepare advertisement(s) for the project and submit to appropriate newspaper(s) for publication. Maintain a "bidders list" and distribute plans as requested. Assist Owner in promoting bidder interest in an appropriate geographic area for project work tasks.
- 2.2 Prepare a detailed Pre-Bid Conference agenda and conduct a Pre-Bid Conference to familiarize bidders and interested parties with the construction project scope and requirements. Prepare and issue minutes of the conference after the meeting. The meeting will be held at the Airport. It is assumed two members of the project team will attend the Pre-Bid Conference.
- 2.3 Respond to questions that arise during the Contractors' bid preparation process. Issue addenda or other clarifications as required.
- 2.4 Assist the Owner in preparation for the project Bid Opening as required, including preparation of a Project Bid Summary form. It is anticipated that the Consultant will not attend the Bid Opening in Pocatello. After opening bids, Owner will send copies to T-O Engineers' Meridian office, to evaluate the qualifications of bidders and responsiveness to bidding criteria, including compliance with Buy American requirements.
- 2.5 Prepare a detailed Bid Tabulation documenting bid results and submit to Owner and FAA.
- 2.6 Assist the Owner with review and analysis of bids received, in accordance with Program Guidance Letter 12-03. Provide Engineer's recommendation of award letter to Owner.



- 2.7 Prepare and distribute Notice of Award, Construction Agreement and other contract documents. Review Construction Agreement, bonds and insurance documents submitted by Contractor, and assist Owner and Contractor in processing documents for the project.
- 2.8 Coordinate with FAA and Owner throughout the bid and award process. Submit bid documentation including copies of all executed contract documents as required by the FAA.
- 2.9 Travel time for Consultant personnel associated with tasks listed in this Phase. Anticipate one round trip for the two members of the project team.

TASK 3 - CONSTRUCTION

During the construction phase, the Consultant shall administer all aspects of the construction contract over which the Consultant can be expected to have realistic control in order to assist the Owner in monitoring and documenting the construction process for design compliance, quality assurance, and cost control. Construction phase services shall more specifically include the following work tasks:

- 3.1 Provide pre-construction coordination; prepare a detailed Pre-Construction Conference agenda and displays; conduct a Pre-Construction Conference on behalf of the Owner at the Pocatello Regional Airport, and prepare and issue minutes of the Pre-Construction Conference; advise the FAA of Pre-Construction Conference dates and include FAA items in conference agenda. Complete FAA Pre-Construction conference checklist.
- 3.2 Review, comment on, and process Contractors' material submittals (including review of compliance with Buy American requirements), particularly Work Schedule and Operational Safety Plan. Assist Contractor as required, clarifying specification and documenting submittal requirements. Coordinate construction activity schedule with Owner.
- 3.3 Prepare a Construction Management Plan in accordance with FAA guidelines. Clarify specification and document submittal requirements. Incorporate Contractor's Quality Control Plan into the Construction Management Plan. Submit final document to the FAA
- 3.4 Provide at least one full time experienced Resident Project Representative (RPR) 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; and maintain a project diary. During asphalt paving operations, one additional full time RPR will be onsite. It is assumed this will be roughly half the duration of the project. The following durations are anticipated: Phase 1 of the work will last for 40 Calendar Days and Phase 2 will last for 10 days, Phase 3 will last 30 days, and Phase 4 will last 2 days. Work hours are assumed to be 10 hours per day, 5 days per week, except for Phase 1A and 1B. Work hours during Phase 1A and 1B, which will run concurrent with Phase 1 for 16 days, are expected to be 12 hours per day, 7 days per week.
- 3.5 Organize and conduct weekly construction meetings with Owner, Contractor and others as appropriate. Contractor's schedule review and work progress will be discussed at all meetings. The Resident Project Representative will hold these meetings on or near the construction site at the airport. Project Manager will also attend weekly meetings. Anticipate 19 total meetings during project duration.



- 3.6 Provide office administration support and assistance to the Resident Project Representative with senior design, management or other personnel as field activities may require.
- 3.7 Review and approve Contractor monthly Pay Requests. Submit approved pay requests to the Owner for approval and payment. Assume 4 Pay Requests including Final.
- 3.8 Conduct Substantial Completion and Final Completion Inspections with the Owner and Contractor. Advise and coordinate with FAA of inspection dates. Produce substantial and final completion inspection certificates and document "punch list" items. It is anticipated that senior design or management personnel will attend either the Substantial Completion or Final Inspection at the Airport.
- 3.9 Assist Owner with review of Contractor Wage and EEO documentation review.
- 3.10 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.
- 3.11 Coordinate with Owner and FAA throughout the construction process.
- 3.12 Travel time for Consultant personnel associated with tasks listed in this Phase.

TASK 4 - CLOSEOUT / DOCUMENTATION

Phase 4 shall consist of project closeout and documentation services. Operational phase services shall include the following tasks:

- 4.1 Prepare As-Constructed Revisions to Design and Construction Drawings. Provide Owner with copies of Record Drawings, including two electronic copies (PDF) – one for Owner and one to be submitted to the FAA.
- 4.2 Prepare an As-Constructed Airport Certification Manual Marking Plan and submit to the FAA for review and approval.
- 4.3 Document the Project work and accomplishments in a Final Construction Report in accordance with FAA guidelines, including final SF 271 and SF 425.
- 4.4 Coordinate with Contractors on Owner's behalf to obtain lien releases from subcontractors and Prime Contractor in preparation for final payment. Coordinate with Contractors, Owner and the Idaho State Tax Commission to obtain a tax release prior to releasing any retainage.
- 4.5 Assist Owner with overall budget status analysis and reports, closeout documentation review, and coordination with the FAA, as requested by the Owner. Assist in preparation of required project closeout certifications.

TASK 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 including Selection of Consultants, Plans and Specifications, Construction/Equipment Contracts, Drug Free Workplace and any other required certifications.
- 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 draft FAA Order 5100.38d. Form 5370-1 will meet this requirement for construction.
- 5.1.5 Provide periodic project budget updates to Owner during execution of the work.
- 5.2 Provide the following services related to Federal Disadvantaged Business Enterprise requirements (DBE):
 - 5.2.1 Contact FAA to obtain most recent revisions to Federal DBE Program requirements. Research and advise the Owner as to new program requirements and the Owners responsibilities as a grantee. Prepare a DBE program acceptable to the Owner and FAA per the FY 2016 requirements of the Federal DBE Program. Review contract documents and special provisions for compliance with FY 2016 Federal and FAA requirements. Develop methodology for establishing contract DBE goals.
 - 5.2.2 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.
 - 5.2.3 Evaluate contract work scope for DBE subcontract opportunities (both professional and contractor). Develop project specific goals, prepare required FAA justification and obtain FAA approval.
 - 5.2.4 Assist the Owner with Disadvantaged Business Enterprise (DBE) annual reporting for FY 2016.
- 5.3 Assist the OWNER in collecting and submitting project data into the FAA's AGIS system as an Geodetic Control project. Imagery will not 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.
 - 5.3.1 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 and creation of Geodetic Control project in the AGIS portal.
 - 5.3.2 Collect static GPS data on the PAC station and submit data to OPUS for PAC verification. Select site for new SAC station and document proposed site for submittal in Geodetic Control Plan.
 - 5.3.3 Prepare required work plans including the Survey Work Plan and Quality Control Plan. Submit the required plans through the AGIS portal.
 - 5.3.4 Build one SACS monument on the airfield per the approved Geodetic Control Plan.



- 5.3.5 Collect and process GPS observations from the PAC station to the SAC station per the approved Geodetic Control Plan.
- 5.3.6 Upload and submit data via the FAA AGIS website. Coordinate with NGS and FAA as required including the submission of weekly reports.
- 5.3.7 Prepare and submit an AGIS Final Report.
- 5.3.8 Coordinate with the OWNER and FAA as required to complete the AGIS geodetic control process.
- 5.4 Administer subconsultant contracts and coordinate delivery of work products. It is anticipated that subconsultant services will be required in the following fields:
 - 5.4.1 Quality Assurance: The services of a qualified materials testing laboratory will be required to complete P-401, P-501 and P-610 quality assurance testing during construction.
 - 5.4.2 Electrical: The services of an electrical subconsultant will be required to review submittals and respond to Requests for Information (RFI) concerning the electrical design.
- 5.5 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

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EXHIBIT B

Pocatello Regional Airport	AIP 39 Improvements
	Rehabilitate Taxiway A, Relocate Taxiway E, Reconfigure Taxiway A and Rehabilitate Terminal Apron
Labor Worksheet	April 14, 2016

Task	Description	Personnel Hours															Total Hours	Fee
		Prin	PM	CM	DE	EIT	Insp	Insp	Insp	Insp	SM	SVC	SVT	SP	PL	Adm.		
		DM	NC	CS	DS	BF/MJ	DB	(OT)	JN	(OT)	SF	RO	AN	CP	MV	SV		
		\$180	\$135	\$125	\$90	\$80	\$95	\$114	\$85	\$102	\$135	\$105	\$80	\$145	\$60	\$65		
Task 1 - Contract Administration																		
1.1	Project Approach	1	8								2						11	\$1,530
1.2	Agreement Preparation	1	8													4	13	\$1,520
1.3	SOW and Cost Proposal		12								2						14	\$1,890
1.4	FAA/Owner Coordination	1	6														7	\$990
1.5	Project Management/Admin.	2	24													16	42	\$4,640
Subtotal, Task 1		5	58	0	0	0	0	0	0	0	4	0	0	0	0	20	87	\$10,570
Task 2 - Bidding																		
2.1	Pre-Bid Administration		2			4										4	10	\$850
2.2	Pre-Bid Conference		4			8											12	\$1,180
2.3	Questions/Addenda		4	8		4											16	\$1,860
2.4	Bid Opening		2	4		2											8	\$930
2.5	Bid Tabulations		1	4		4										1	10	\$1,020
2.6	Bid Analysis/Recommendation of Award		2	4		4										1	11	\$1,155
2.7	Award Documents		2	4		8										1	15	\$1,475
2.8	FAA/Owner Coordination		4														4	\$540
2.9	Travel Time		7			7											14	\$1,505
Subtotal, Task 2		0	28	24	0	41	0	7	100	\$10,515								

EXHIBIT B

Pocatello Regional Airport **AIP 39 Improvements**
Rehabilitate Taxiway A, Relocate Taxiway E,
Reconfigure Taxiway A and Rehabilitate Terminal Apron

Labor Worksheet **April 14, 2016**

Task	Description	Personnel Hours															Total Hours	Fee
		Prin	PM	CM	DE	EIT	Insp	Insp	Insp	Insp	SM	SVC	SVT	SP	PL	Adm.		
		DM	NC	CS	DS	BF/MJ	DB	(OT)	JN	(OT)	SF	RO	AN	CP	MV	SV		
Task 3 - Construction																		
3.1	Pre-Construction Conference/Coordination		4				2		12							4	22	\$2,010
3.2	Contractor's Material Submittals		4	4		12			12								32	\$3,020
3.3	Prepare Construction Management Plan		2	4			8		40						2		56	\$5,060
3.4	Onsite Inspection						300	110	660	245							1,315	\$122,130
3.5	Weekly Construction Meetings		24														24	\$3,240
3.6	Office Administration/Support		12	40											8.5		60.5	\$7,173
3.7	Contractor Monthly Pay Requests		2	8					8								18	\$1,950
3.8	Substantial/Final Completion Inspections		2						4								6	\$610
3.9	Contractor Wage/EEO Review		2	8		40											50	\$4,470
3.10	Contractor Change Orders/Supplemental Agreements		4			8			8								20	\$1,860
3.11	Coordinate with Owner and FAA		4						4								8	\$880
3.12	Consultant Travel Time		60				28		35								123	\$13,735
Subtotal, Task 3		0	120	64	0	60	338	110	783	245	0	0	0	0	0	14.5	1734.5	\$166,138
Task 4 - Closeout/Documentation																		
4.1	As-Constructed Revisions		1			12										2	15	\$1,225
4.2	Update ACM Marking Plan		2			8										2	12	\$1,040
4.3	Final Construction Report		4			12	16									2	34	\$3,150
4.4	Final Payment Coordination		2			8										2	12	\$1,160
4.5	Closeout Documentation Support		2			12	4									2	20	\$1,740
Subtotal, Task 4		0	11	0	0	44	28	0	0	0	0	0	0	0	0	10	93	\$8,315

**AGENDA
ITEM
NO. 17**

POCATELLO CITY COUNCIL MEETING
MAY 19, 2016
MCNABB GRAIN LEASE AMENDMENT

Current airport tenant, McNabb Grain, leases approximately 5 acres of property under a lease agreement dated July 1, 2010, for the purpose of storage, loading and unloading of grain. McNabb would like to increase the amount of property leased by an additional 3.38 acres and would also like to use the area for storage of hay as well as grain. Therefore, the airport is seeking approval of a lease amendment that will increase the leased premises by an additional 3.38 acres and correspondingly increase the rental rate from \$302.31 per month to \$512.00 per month. The purpose of the agreement will also be amended to include storage of hay as well as grain. All other terms and conditions of the lease will remain unchanged.

SECOND ADDENDUM TO LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of May, 2016, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as "Lessor" and McNabb Grain, Inc., an Idaho Corporation, hereinafter referred to "Lessee:"

WITNESSETH:

WHEREAS, the Parties heretofore have entered into a Lease Agreement more particularly described as the "grain storage facility lease" effective July 1, 2010; and

WHEREAS, a first Addendum to Lease Agreements was adopted February 17, 2011 altering the rental payment provisions of the July 1, 2010 and three (3) additional McNabb Lease Agreements; and

WHEREAS, Lessee would like to expand the Leased property described under that July 1, 2010 Lease Agreement;

NOW THEREFORE, based upon the foregoing premises, the Parties agree that the Lease Agreement more particularly described herein shall be subject to this Second Addendum to Lease Agreement pursuant to the following terms:

I. PREMISES: Lessor hereby lets and rents to Lessee an additional 3.38 acres in addition to land leased under that July 1, 2010 Lease Agreement as depicted on the diagram and as described in the legal description, attached hereto and incorporated herewith, as Exhibits "A" and "B" respectively.

II. TERM: This Second Addendum to the Lease Agreement shall be effective July 1, 2016 and terminate June 30, 2024, unless sooner terminated by Lessee or by Lessor for cause as set forth in that Lease Agreement dated July 1, 2010.

III. PURPOSE: Lessee may use the leased premises for constructing a 160' square cover building to store, load and unload grain and hay and for no other purposes without the expressed written authorization of the Lessor. Lessee shall comply with all municipal code requirements in the construction and maintenance of said building.

IV. RENTAL: For the term of the Lease Agreement commencing July 1, 2016, Lessee shall pay to Lessor the annual sum of six thousand one hundred forty-four dollars (\$6,144). Lessee shall pay monthly payments of \$512.00, which sum is payable on or before the 1st day of each month as opposed to one annual lump sum payment. For each succeeding year of the term of this Lease, the rental rate shall increase in an increment of not less than the annual inflation rate as measured by the Western Consumer Price Index

for the preceding years. However, in no event shall Lessee's annual rental obligation be less than \$6,144. For each succeeding year of the term of this Lease the monthly rental payment, which shall be one-twelfth of the annual rental obligation, shall be made on or before the 1st day of each month.

All other terms and conditions contained in the Lease Agreement and Addendums thereto attached hereto as Exhibits "C" and "D" shall remain in full force and effect.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Second Addendum to Lease Agreement to be executed by their authorized representatives the date and year first above written.

CITY OF POCATELLO,
a municipal corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk

McNABB GRAIN, INC.,
an Idaho corporation

WILLIAM B. MCNABB, President

STATE OF IDAHO)
 :ss
County of Bannock)

On this _____ day of May, 2016, before me, the undersigned, a Notary Public in and for the State, personally appeared Brian C. Blad and Ruth E. Whitworth, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, a municipal corporation of Idaho, who executed the foregoing instrument on behalf of said municipal corporation, and acknowledged to me that such corporation executed the same.

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

(SEAL)

NOTARY PUBLIC FOR IDAHO
Residing in: Pocatello, Idaho
My Commission Expires: _____

STATE OF IDAHO)
 :ss
County of Bannock)

On this ___ day of May, 2016, before me, the undersigned, a Notary Public in and for the State, personally appeared William B. McNabb, known to me to be the president of McNabb Grain, Inc., who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that he executed the same.

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

(SEAL)

NOTARY PUBLIC FOR IDAHO
Residing in: Pocatello, Idaho
My Commission Expires: _____

**AGENDA
ITEM
NO. 18**

LEASE AGREEMENT
AND EASEMENT

This Agreement is entered into this 1 day of May, 2016, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as "City," and Riverbend Communications, LLC, an Idaho Limited Liability Company, hereinafter "Riverbend".

WHEREAS, the City had heretofore entered into an Agreement with Bonneville International Corporation, a Utah Corporation, for lease of certain City premises; and

WHEREAS, thereafter Riverbend Communications, LLC purchased the broadcasting assets in Idaho Falls of Eagle Rock Broadcasting Company and assumed the existing agreement with the City of Pocatello effective the 22nd day of March, 2006; and

WHEREAS, the previous lease agreement has expired and the parties desire to enter into a new Lease Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. That Riverbend hereby leases from the City the following property as the site for the broadcasting booster antenna previously erected thereon:

A parcel of land located in the Southeast 1/4 of the Southwest 1/4, Section 35, T6S., R.34, E.B., M., consisting of a 10-foot radius circle, the central point of which is more particularly described as follows:

Beginning at the South 1/4 corner of said Section 35, and running thence North 0°29'07" East 153.95 feet along the North-South centerline of said Section 35; thence West 38.65 feet to the TRUE POINT OF BEGINNING, said point of beginning being the center of the pole and also being a radius point for the parcel of property, said radius being 10 feet in length.

2. That the term of this lease shall be three (3) years, commencing May 1, 2016, and ending April 30, 2019.

3. That the City hereby grants to Riverbend, an easement along, over, and across the following described property:

The east 50 feet of the SE ¼ of the SW ¼ of Section 35, Township 6 South, Range 34, E., B.M. lying south of Fore Road and extending south to the South ¼ corner of said Section 35

Said easement being for purposes of maintenance and operation, ingress and egress to the booster antenna on the leased property.

4. Riverbend shall purchase a comprehensive liability insurance policy in the amount of \$1,000,000 combined single limit to indemnify City from any and all public liability claims. Further, such policy shall include coverage for fire legal liability to repair or replace the demised premises. The City shall be named as an additional insured or be acknowledged by Riverbend's insurance carrier as a covered entity under the terms of said policy. Moreover, Riverbend is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with Lessee without first giving City at least thirty (30) days written notice.

5. The parties agree that Riverbend shall pay the sum of \$200.00 per month for the lease and easement rights, payable in monthly installments beginning May 20, 2016 and by the 1st day of each month thereafter.

6. The parties agree that the City shall not be held liable for any maintenance, repair, or re-installation costs nor for any loss or damage which might occur to Riverbend's property on the leased premises, unless said loss or damage occurs as a result of the City's or its employees' negligent act or acts.

7. Riverbend agrees to fully indemnify and hold harmless the City, its officers, employees, agents, and successors from and against any and all actions, causes of action, claims, judgments, settlements, demands, liabilities, losses, damages, or expenses of

whatsoever kind or nature, including, but not limited to, those arising from death, personal injury, or nuisance, which the City, its officers, employees, agents, or successors shall or may sustain or incur by reason of or as a consequence of Riverbend's installation and use of equipment or machinery on City property.

8. The parties agree that the lease and easement shall terminate and become extinguished upon any of the following events:

- a) Riverbend ceases to exist as an Idaho Limited Liability Company;
- b) Riverbend ceases to be licensed to do business in the State of Idaho;
- c) Riverbend files Bankruptcy under the federal bankruptcy laws;
- c) Use of the antenna or other equipment interferes with the communicating systems of the City of Pocatello;
- d) Riverbend allows the antenna or other equipment to fall into such a state of disrepair as to constitute a public nuisance or private nuisance;
- e) Riverbend no longer utilizes said antenna and equipment;
- f) Use of maintenance of the antenna or equipment interferes with the operations of any City department;
- g) Failure to pay the monthly fee as provided for in this Agreement; and/or
- h) The City requires the use of said property for its operations.
- i) Either party provides thirty (30) days written notice of its intent to terminate the Lease Agreement.

The failure by the City to require strict performance of any condition of this Lease Agreement shall not affect the City's right to subsequently enforce the same, nor shall a waiver of any term or condition be construed to be a waiver of any succeeding term or condition of this clause. To be effective, any waiver by the City must be in writing.

9. All notices under this Lease Agreement shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

CITY: Water Superintendent
City of Pocatello
PO Box 4169
Pocatello, ID 83205

RIVERBEND: Riverbend Communications, LLC
Attn: Bill Fuerst
400 W Sunnyside Road
Idaho Falls, ID 83402

Notice shall be complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter, in which event notice shall be deemed to have been completed on the first attempted delivery by the United State Post Office.

10. No right or obligation of this Lease Agreement, nor right in the premises described herein, may be assigned, mortgaged, or subleased by Riverbend without the prior written consent of the City, which should not be reasonably withheld.

11. Any action or proceeding to enforce the provisions of this Lease Agreement shall be maintained in the Sixth District Court, County of Bannock, State of Idaho.

12. This instrument constitutes the sole and only agreement between the City and Riverbend respecting the demised premises, the leasing of said premises to Riverbend, or the lease term herein provided and correctly sets forth the obligations of the City and Riverbend to each other as of its date. No prior promises, representations, or agreements, written or oral, shall amend, change or add to any of the expressed provisions herein contained. This Agreement can only be modified or amended in writing upon the mutual agreement of the parties hereto.

13. The individual executing this Lease Agreement on behalf of Riverbend Communications, LLC hereby acknowledges and represents that he has the power and authority to so bind the corporation. In the event the Party executing this document on behalf of Riverbend Communications, LLC does not have authority to so bind the corporation for any cause or reason, then such person acknowledges and agrees that he shall be personally liable under the terms hereof.

14. In the event it becomes necessary for either party to enforce the terms of this Agreement, the prevailing party shall be awarded by a sum which will reasonably compensate it for the attorney's fees and costs incurred by such party to enforce the terms of this Agreement. In the event attorney fees are awarded by a Court of law, the parties agree that a reasonable rate for attorney fees is \$150.00 per hour.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives.

CITY OF POCA TELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

APPROVED BY LEGAL

Date 5/12/16 Atty adt/40

Comments _____

ATTEST:

RUTH E. WHITWORTH, City Clerk

RIVERBEND COMMUNICATIONS, LLC
An Idaho Limited Liability Company


BILL FUERST, Manager

STATE OF IDAHO)
)
 ss:
)
County of Bannock)

On this _____ day of May, 2016 before me, the undersigned, a Notary Public in and for the State, personally appeared Brian C. Blad and Ruth E. Whitworth, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, who executed the foregoing instrument, and acknowledged to me that such municipal corporation executed the same.

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

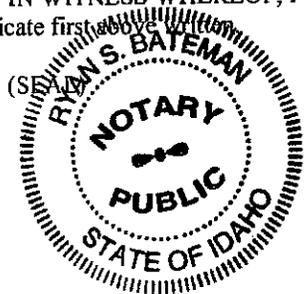
(SEAL)

NOTARY PUBLIC FOR IDAHO
Residing in: _____
My commission expires: _____

STATE OF IDAHO)
)
 ss:
)
County of Bonneville)

On this 11 day of May, 2016 before me, the undersigned, a Notary Public in and for the State, personally appeared Bill Fuerst known to me or proved to me to be the Manager of Riverbend Communications, LLC, an Idaho Limited Liability Company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for and on behalf of Riverbend Communications, LLC.

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





NOTARY PUBLIC FOR IDAHO
Residing in: ANNON, IDAHO
My commission expires: 3/31/22

**AGENDA
ITEM
NO. 19**

**SUMMARY OF
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, ABANDONING AND VACATING A 20 FOOT WIDE EASEMENT RECORDED UNDER INSTRUMENT NO. 771522 IN THE RECORDS OF BANNOCK COUNTY, IDAHO, LOCATED IN LOT 25, BLOCK 2 FARR-ENS ESTATES PROVIDING THAT THE EASEMENT HEREIN VACATED SHALL BE DISTRIBUTED IN ITS ENTIRETY TO THE ADJOINING PROPERTY OWNER, SUZANNE S. RUPP, AN INDIVIDUAL, IN ACCORDANCE WITH IDAHO CODE SECTION §50-311 and §50-1306(A) AS DEEMED TO BE IN THE BEST INTERESTS OF THE OWNER OF THE VACATED PROPERTY AND FOR THE PUBLIC GOOD; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW, THE RULE REQUIRING THAT AN ORDINANCE BE READ ON THREE SEPARATE OCCASIONS HAVING BEEN DISPENSED WITH.

The full text of this Ordinance is available at the City Clerk's Office, Pocatello Municipal Building, 911 North 7th, Pocatello, Idaho.

THE FOREGOING SUMMARY IS APPROVED for publication this 19th day of May, 2016 by the City Council of the City of Pocatello.

CITY OF POCATELLO, a municipal corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk

I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. _____ and that the summary provides adequate notice to the public of the contents of this ordinance.

DATED this _____ day of _____, 2016.

A. DEAN TRANMER, City Attorney

PUBLISH:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, ABANDONING AND VACATING A 20 FOOT WIDE EASEMENT RECORDED UNDER INSTRUMENT NO. 771522 IN THE RECORDS OF BANNOCK COUNTY, IDAHO, LOCATED IN LOT 25, BLOCK 2 FARR-ENS ESTATES PROVIDING THAT THE EASEMENT HEREIN VACATED SHALL BE DISTRIBUTED IN ITS ENTIRETY TO THE ADJOINING PROPERTY OWNER, SUZANNE S. RUPP, AN INDIVIDUAL, IN ACCORDANCE WITH IDAHO CODE SECTION §50-311 and §50-1306(A) AS DEEMED TO BE IN THE BEST INTERESTS OF THE OWNER OF THE VACATED PROPERTY AND FOR THE PUBLIC GOOD; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW, THE RULE REQUIRING THAT AN ORDINANCE BE READ ON THREE SEPARATE OCCASIONS HAVING BEEN DISPENSED WITH.

WHEREAS, Application was made to the City of Pocatello requesting that the City Council abandon and vacate the public's interest in an existing abandoned 20 foot wide water line easement running diagonally through Lot 25, Block 2, Farr-Ens Estate Subdivision; and

WHEREAS, a Public Hearing was held at the regular City Council meeting on May 21, 2015; and

WHEREAS, the conditions set forth within the Council Decision, dated June 4, 2015 have been met and it is timely to prepare, adopt, and record this Ordinance to effectuate the transfer of ownership; and

WHEREAS, the City Council deems that the proposed vacation of the 20 foot wide water line easement does not adversely affect the rights of the public;

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

Section 1: That the existing abandoned 20 foot wide water line easement running diagonally through Lot 25, Block 2, Farr-Ens Estate Subdivision is hereby vacated.

Section 2: That the lands herein vacated shall be distributed to the adjoining property owner, Suzanne Rupp, an individual, in accordance with Idaho Code Section §50-311 as deemed to be in the best interests of the adjoining property owner and for the public good.

Section 3: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law, the rule requiring that an ordinance be read on three separate occasions having been dispensed with.

PASSED AND APPROVED this 19th day of May, 2016.

CITY OF POCATELLO, a municipal corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk

STATE OF IDAHO)
 ss:
County of Bannock)

On this ____ day of May, 2016, before me, the undersigned, a Notary Public in and for the State, personally appeared Brian C. Blad and Ruth E. Whitworth, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing in Pocatello, Idaho
My commission expires: _____