



CITY COUNCIL AGENDA

City of Idaho Falls
Regular City Council Meeting
680 Park Avenue

Thursday

May 9, 2024

7:30 p.m.

Mayor
Rebecca Casper
City Council

Lisa Burtenshaw

Council President

John Radford

Council Seat 5

Jim Freeman

Council Seat 6

Michelle Ziel-Dingman

Council Seat 1

Jim Francis

Council Seat 4

Kirk Larsen

Council Seat 3



Livestream at www.idahofallsidaho.gov/429/Live-Stream

PUBLIC PARTICIPATION

Welcome to the Idaho Falls City Council Meeting.

Regularly scheduled City Council meetings are open to the general public. City Council meetings are also live-streamed and archived on [the City website](#). Please be aware that the meeting agenda will differ from the published version if amendments to the agenda are made by the Council during the meeting.

The Council encourages public input. While a general public comment option is not required by Idaho law, the Idaho Falls City Council welcomes general public input as part of regular City Council meetings. General public comment will be allowed for up to 20 minutes. However, citizens are always welcome to contact their Council representatives via e-mail or telephone, as listed on [the City website](#). The Council is committed to an atmosphere that promotes equal opportunity, civility, mutual respect, proper decorum and freedom from discrimination or harassment.

Those who wish to address City Council during the council meetings are encouraged to adhere to the guidelines below.

Public Comment Guidelines

Speakers are encouraged to:

- State their name and city of residence.
- Focus comments on matters within the purview of the City Council.
- Limit comments to three (3) minutes or less.
- Refrain from repeating information already presented to preserve time for others to speak. Large groups are encouraged to select one or two speakers to represent the voice of the entire group.
- Practice civility and courtesy. City leaders have the right and the responsibility to maintain order and decorum during the meeting. Time may be curtailed for those speakers whose comments are profane or disruptive in nature.
- Refrain from comments on issues involving matters currently pending before the City's Planning and Zoning Commission or other matters that require legal due process, including public hearings, City enforcement actions, and pending City personnel disciplinary matters.
- Comments that pertain to activities or performance of individual City employees should be shared directly with the City's Human Resources Director (208-612-8248), the City's Legal Department (208-612-8178) or with the Office of the Mayor (208-612-8235).

Public Hearing Guidelines

- In-person Comment. Because public hearings must follow various procedures required by law, please wait to offer your comments until comment is invited/indicated. Please address comments directly to the Council and try to limit them to three (3) minutes.
- Written Comment. The public may provide written comments via postal mail sent to City Hall or via email sent to the City Clerk at IFClerk@idahofalls.gov. Comments will be distributed to the members of the Council and become a part of the official public hearing record. Written testimony must be received no later than forty-eight (48) hours prior to the date of the hearing to ensure inclusion in the permanent City record.
- Remote Comment. When available, the public may provide live testimony remotely via the WebEx meeting platform using a phone or a computer. Those desiring public hearing access should send a valid and accurate email address to virtualattend@idahofalls.gov no later than twenty-four (24) hours prior to the date of the hearing so log-in information can be sent prior to the meeting. Please indicate which public hearing the testimony is intended for on the agenda. Please note that this remote option will not be available for all meetings.

If communication aids, services, or other physical accommodations are needed to facilitate participation or access for this meeting, please contact the City Clerk at (208) 612-8414 or the ADA Coordinator at (208) 612-8323 not less than 48 hours prior to the meeting. They will help accommodate special needs wherever possible.



City Council Meeting

Agenda

680 Park Avenue
Idaho Falls, ID 83402

Thursday, May 9, 2024

7:30 PM

City Council Chambers

City Council Agenda:

1. **Call to Order.**
2. **Pledge of Allegiance.**
3. **Public Comment.**

Please see guidelines above.

4. **Consent Agenda.**

Any Consent Agenda item may be moved to the Regular Agenda for separate consideration if requested by a Council member. Other changes to this agenda may require the approval of a majority of Council.

A. **Office of the Mayor**

- 1) Appointments to City Boards, Committees and Commissions pursuant to Idaho Falls City Code Title 2 and Idaho Statutes § 40-2106 **24-213**

Attachments: CITY CODE TITLE 2 CH 8
S. Katseanes Resume
S. Katseanes Citizen-Application
M Madsen Citizen Application
Mark Madsen resume - CEI VP-SP
IanTurner Resume
GIFT Board May 2024
SCAC May 2024
Rev TRPTA By-laws Final 4-18-23

B. **Idaho Falls Power**

- 1) IFP Hydropower Generation Insurance Policy Renewal **24-210**

Attachments: 2024 0429 Starr Tech,Swiss Re Generation Policy Renewal

- 2) Idaho Falls Power Board Meeting Minutes - April 2024 **24-211**

Attachments: 2024 0410 IFP Special Board Meeting minutes

- 3) Altec 60' Digger Derrick - Model D3050H **24-212**

Attachments: Altec 60' Digger Derrick

C. Public Works

- 1) Bid Award - Holmes Avenue Reconstruction - Cleveland Street to Elva Street **24-215**

Attachments: Holmes Ave Bid Tab & Map

- 2) Bid Award - Calkins Avenue and Rosehill Drive Water Line - 21st Street to 18th Street **24-216**

Attachments: Calkins Ave Bid Tab & Map

- 3) Bid Award - Thermoplastic Citywide 2024 **24-218**

Attachments: Bid Tab Thermoplastics Citywide - 2024 TRF-2024-02

D. Office of the City Clerk

- 1) Minutes from Council Meetings **24-222**

Attachments: 2024 0425 City Council Meeting - Executive Session - Unapproved
2024 0422 Work Session - Executive Session - Unapproved

- 2) License Applications, all carrying the required approvals

Action Item:

Approve, ratify, accept, or receive all items on the Consent Agenda according to the recommendations presented (or take other action deemed appropriate).

5. Regular Agenda.**A. Municipal Services**

- 1) Purchase of Police Body Worn Camera and In-Car Video Equipment **24-214**

This purchase will access the National Purchasing Partners Government (NPPGov), a cooperative procurement organization for an all-inclusive, five-year contract with LensLock, Inc, contract #PS22120 to replace Police body worn camera and in-car video equipment. The LensLock contract will provide 114 Gen 12.5 Body Worn Cameras and 70 Hawk 6 In-Car Video equipment, software, integration, migration, and cloud-based storage support services. Payment for equipment and services for years 2-5 will be fixed at \$210,016 annually.

Action Item:

Approve the purchase of Police body worn camera and in-car video equipment from LensLock, Inc. for a total of \$251,666 and authorize the Mayor to sign the necessary documents (or take other action deemed appropriate).

Attachments: NPPGov Cooperative Contract #PS22120 LensLock Inc.
LensLock Business Proposal - 114 BWC 70 ICV - 5.1.24
MPA-2215-LOC-and-LensLock-EXECUTED-1.pdf

B. Public Works

1) Bid Rejection - Sewer Dig & Point Repairs 2024 24-217

On Wednesday, May 1, 2024, bids were received and opened for the Sewer Dig & Point Repairs 2024 project. A tabulation of bid results is attached. The only bid received was for \$89,505.00 which is 299% of the engineer's estimate. Public Works staff reviewed the bid and concluded that awarding this contract is not in the best interest of the city.

Action Item:

Reject the single bid received from Knife River Corporation - Mountain West, for the Sewer Dig & Point Repairs 2024 project, find that these services can be best procured on the open market, and direct staff to solicit the work on the open market (or take other action deemed appropriate).

Attachments: Bid Tab Sewer Dig Point Repairs 2024 SWR-2024-29 (002)

2) Microtransit Professional Services Agreement Renewal with Idaho Falls Downtowner LLC 24-219

This Agreement provides for the renewal of a turn-key operation to operate, market, and maintain a demand response rideshare service within Idaho Falls city limits. Downtowner has performed the agreed-upon services for the past two years. Staff recommends renewing the Agreement.

Action Item:

Approve the Professional Services Agreement between the City of Idaho Falls and Idaho Falls Downtowner LLC, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Microtransit Program Agreement 4.19.24

3) State Local Agreement and Resolution with the Idaho Transportation Department (ITD) for the Woodruff Avenue - Meppen Canal to Lincoln Road Overlay Project. 24-220

Attached for your consideration is a State Local Agreement for development and Resolution with ITD for the Woodruff Avenue - Meppen Canal to Lincoln Road Overlay project. The proposed project involves full width pavement milling followed by an overlay on this portion of Woodruff Avenue.

Action Item:

Approve the State Local Agreement and Resolution with ITD for the Woodruff Avenue - Meppen Canal to Lincoln Road Overlay project and authorization for Mayor and City Clerk to sign the documents (or take other action deemed appropriate).

Attachments: 23702 SLA PD_Ready for Sponsor

C. Community Development Services

- 1)** Public Hearing for CDBG PY 2023 Consolidated Annual Performance and Evaluation Report (CAPER). **24-224**

Pursuant to HUD (United States Department of Housing and Urban Development) requirements, entitlement communities receiving CDBG funds must complete the consolidated annual performance and evaluation report (CAPER). As part of the reporting process, information on projects completed and funds spent must be presented in a public hearing and then posted for public comment. The public hearing has been advertised and scheduled for the May 9, 2024, regular City Council meeting. The meeting will be followed by a 15-day public comment period and then a request for the Council to approve a resolution at the June 13, 2024, meeting. The 2023 CAPER must be submitted to HUD no later than June 30, 2024. Questions about the CAPER or the projects presented may be directed to the CDBG Administrator, Lisa Farris.

Action Item:

No additional Council action requested pursuant to the hearing.

- 6. Announcements.**
- 7. Adjournment.**

File #: 24-213

City Council Meeting

FROM:

Rebecca Casper

DATE:

Monday, April 29, 2024

DEPARTMENT:

Mayor's Office

Subject

Appointments to City Boards, Committees and Commissions pursuant to Idaho Falls City Code Title 2 and Idaho Statutes § 40-2106

Council Action Desired

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

Give consent to the new appointments of Sunny Katseanes and Mark Madsen to serve on the Sister Cities Advisory Committee pursuant to Title 2 of Idaho Falls City Code, and to the new appointments of City Councilmember Jim Freeman and Idaho Falls Regional Airport Director Ian Turner to serve on the GIFT Board pursuant to Idaho Statutes § 40-2106.

Description, Background Information & Purpose

Name	Status	Committee, Board, Commission
Sunny Katseanes	New Appointment	Sister Cities Advisory Committee
Mark Madsen	New Appointment	Sister Cities Advisory Committee
Jim Freeman	New Appointment	GIFT Board
Ian Turner	New Appointment	GIFT Board

Attached for your review please find citizen applications from new appointees Sunny Katseanes and Mark Madsen, memoranda from Chief of Staff Margaret Wimborne, Title 2, Chapter 8 of the Idaho Falls City Code relating to the Sister Cities Advisory Committee, and the Bylaws governing the GIFT Board-all in reference to these appointments.

Alignment with City & Department Planning Objectives


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Involving citizens in governance and decision-making processes supports the highest values of the strategic plan.

Interdepartmental Coordination

The appointment process included interviews of each new appointee.

Fiscal Impact

None. Service on City Boards, Commissions, and Committees is a voluntary activity. Activities and expenses necessary for the proper function of these boards, commissions, and committees will be accounted for within the appropriate agency or department budget.

Legal Review

N/A

CHAPTER 8

SISTER CITIES ADVISORY COMMITTEE

SECTION:

- 2-8-1: Establishment
- 2-8-2: Purpose
- 2-8-3: Duties and Goals
- 2-8-4: Organization
- 2-8-5: Term of Office
- 2-8-6: Removal
- 2-8-7: Vacancy
- 2-8-8: Attendance
- 2-8-9: Open Meetings
- 2-8-10: Minutes
- 2-8-11: No Compensation
- 2-8-12: Funding and Donations

2-8-1: ESTABLISHMENT: The Sister Cities Advisory Committee (“Committee”) is hereby established. The Mayor, with the consent of the Council, shall appoint the Committee, which shall consist of seven (7) voting members and three (3) ex-officio non- voting members, as set forth in this Chapter. Committee members shall demonstrate interest in the Sister City’s purposes, duties, and goals, and shall serve without compensation. Voting members of the Committee shall consist of the current Mayor or the Mayor’s appointee to the Committee; one (1) member of the Sister Cities Adult Association recommended by its President; one (1) adult leader of the Sister Cities Youth Association; one (1) member recommended by Idaho School District 91 or by School District 93; one (1) member of a business located in the City; one (1) member of a local service club or cultural or arts organization; and one (1) member of the Idaho National Laboratory or one of its contractors or affiliates.

All voting members shall be City residents and shall not be members of a Sister Cities Association, except for voting members from the Sister Cities Youth Association and Sister Cities Adult Association, who may be non-City residents and members of a Sister Cities Association. Non-voting ex-officio members of the Committee shall consist of one (1) senior high school student who is an active member of the Sister Cities Youth Association, as recommended by the Association; one (1) employee of an institution of higher education located within the City; and one (1) member of a service organization located within the City.

2-8-2: PURPOSE: Committee is established to improve, promote, and sustain cultural understanding and to facilitate personal and business ties, friendships, and fellowships between Tokai-mura, Japan, and the City by providing input and advice to City elected officials and staff.

2-8-3: DUTIES AND GOALS:

- A. DUTIES. Committee duties include expansion of the Idaho Falls community’s awareness of and participation in the cultural understandings made possible by the

Sister Cities program; development of economic relationships and specific joint projects; cultivation of long-term personal relationships and friendships among people in both communities; development and presentation of a two-year budget for the Sister Cities program, which should be presented to and considered by the Council for annual appropriation of the Sister Cities program; and demonstration of the value to the taxpayers of Idaho Falls including economic benefits, as well as educational opportunities. When requested by the Mayor or the Council, the Committee shall report on the purposes, duties, and goals of the Committee.

B. GOALS. Goals to verify the continuing value of the Sister Cities program to City taxpayers may be achieved by implementing the following elements of the Sister Cities program: enhancing outreach to the community through such institutions as the Idaho Falls Library, local schools, the arts, and cultural organizations; expanding exchange opportunities through such programs as City-to-City and City Departmental-level exchanges; classroom-to-classroom or school-to-school exchanges; arts and cultural exchanges; expanding and promoting historical and cultural understandings of Japan for community travelers to Japan and for the City; in conjunction with the Idaho Falls Library and with the Museum of Idaho providing support for the Sister Cities Library exhibit; pursuing, where feasible, economic development opportunities and connections with Tokai-mura; and providing oversight of City monies budgeted for the Sister Cities program.

2-8-4: ORGANIZATION: During the first meeting of each calendar year, the Committee shall elect from its membership, by majority, a person to act as Chair and a person to act as Vice-Chair. The Chair and Vice-Chair shall serve until replaced or re-elected. The Chair shall preside at all meetings. If the Chair is absent or unable to act at any meeting, the Vice-Chair shall preside.

2-8-5: TERM OF OFFICE: All voting members shall serve terms of three (3) years, except that the terms of the initial Committee members may be less than three (3) years as necessary to provide for staggered terms of office. The terms of no more than three (3) voting members shall expire at any calendar year. Terms of voting members shall expire December 31 of the third year of their appointment. All non-voting ex-officio members of the Committee shall serve the greater of two (2) years or as long as they continue to serve in the offices or capacities designated in this Chapter. The Mayor's or Mayor's appointee's term shall coincide with the Mayor's term of office.

2-8-6: REMOVAL: A Committee member may be removed from the Committee by the Mayor and at the Chair's request, following two (2) consecutive meeting absences unexcused by the Chair or at any time by the majority vote of the Council.

2-8-7: VACANCY: The Mayor, with the consent of the Council, shall appoint a qualified person to fill the unexpired term of any Committee member in the event of a vacancy or in the event any member ceases to be qualified.

2-8-8: ATTENDANCE: A quorum of Committee members shall be present in order for purposes of conducting the business of the Committee. Non-voting members present at meetings shall not be considered when determining the number required for a quorum or

whether a quorum is present. (Ord. 3540, 9-21-23)

2-8-9: OPEN MEETINGS: All meetings of the Committee shall be open to the public and shall follow the requirements of the Idaho Open Meeting Law.

2-8-10: MINUTES: The Committee shall keep minutes of its proceedings, including the vote of each voting member on every presented issue. The meeting minutes and other records of the Committee shall be open to the public.

2-8-11: NO COMPENSATION: Committee members shall receive no compensation for their service on the Committee; however, expenses for equipment and supplies necessary for the Committee to conduct its business shall be allowed by the Council.

2-8-12: FUNDING AND DONATIONS: The Committee is authorized to seek outside funding and in-kind donations for Sister Cities projects, as may be approved by the Council and in accordance with City budget procedures. Expenditure of budgeted amount shall follow City budgeting and financial policies.

SUNNY KATSEANES

EXPERIENCE

SEPTEMBER 2023-PRESENT

COMMUNICATIONS LEAD, BATELLE ENERGY ALLIANCE

- Serve as communications and outreach specialist at the Center for Advanced Energy Studies (CAES).
- Develop reports, presentations, marketing material, internal messages, news releases, website content, newsletters, social media, videos, and talking points for customers.
- Manage CAES social media and website.
- Serve as a Joint Information Manager for the Idaho National Laboratory.

DECEMBER 2020-SEPTEMBER 2023

PUBLIC ENGAGEMENT CURATOR, IDAHO FALLS ZOO

- Managed all public operations of the zoo including (but not limited to) marketing, public relations, and promotion (social, print, and broadcast media), visitor experience; conservation programs and initiatives; development (sponsorships, donations, and grant); guest services (admissions, business planning, gift shop and concessions, budgeting, revenue tracking, etc.); education; volunteers and interns; graphics.
- Managed upwards of 20 full-time and seasonal staff during zoo's peak season and supported the management of 120+ volunteers and interns.
- Served as a key liaison between the zoo and partnership representatives working to build stronger community relationships for the greater good of the City of Idaho Falls.
- Managed the zoo's Diversity, Equity, Inclusion, and Accessibility initiative to provide a broader range of opportunities for our community and facility.
- Supported strategic and master planning for future zoo design, development, and growth.

JANUARY 2015-DECEMBER 2020

EDUCATION CURATOR, IDAHO FALLS ZOO

- Oversaw development, training, implementation and budgeting of education and volunteer programs to support the zoo's conservation messaging.
- Managed zoo's marketing efforts including graphic design, social, broadcast and print media.
- Conducted fundraising and development efforts such as grant writing and sponsorship acquisition.

SEPTEMBER 2011-JANUARY 2015

EDUCATION CURATOR, MUSEUM OF IDAHO

- Led education department including developing and teaching programs and overseeing budget.

- Led education-related special events and supported traveling exhibits and Children’s Discovery Room.
- Ensured museum’s educational programs followed state & national standards on funding, diversity and inclusion.

AUGUST 2005-SEPTEMBER 2011

COMMUNICATIONS SPECIALIST, BECHTEL BWXT IDAHO

- Developed internal and external communication tools, presentations, and programs.
- Acted as interim Communication Manager during absence.
- Served as a Department of Energy certified Public Information Officer.
- Organized and led all employee events, parties, and celebrations.
- Provided company representation for community nonprofit programs and supported corporate citizenship.
- Led communication teams to disseminate accurate information to employees.
- Worked with software developers to launch an online employee newsletter and Q&A forum

JANUARY 2005-AUGUST 2005

EDUCATION COORDINATOR, IDAHO FALLS ZOO

- Developed, implemented, taught, and oversaw budget on the zoo’s first formal education department as required by the Association of Zoos & Aquariums.
- Served as the marketing specialist and zoo spokesperson.
- Developed exhibit graphics and educational displays.
- Wrote grants in support of zoo mission.
- Established long-term partnerships with local, national, and international conservation organizations.

EDUCATION

MAY 1998

BACHELOR OF SCIENCE IN ZOOLOGY, IDAHO STATE UNIVERSITY

Graduated with honors under the Idaho State University Mortar Board, a national senior honor society.

ACTIVITIES

Association of Zoos and Aquariums Member 1999-2006 and 2015-2023

- *Poster presentations (2022& 2023 National Conference) “Inspiring Conservation Action Using Empathy with Guests” and “Results: One Year of Inspiring Conservation Action Using Empathy.”*
- *Volunteer Management Committee Region 17 Liaison (2018-2021)*
- *Speaker (2004 National Conference) “Promoting Your Zoological Facility and Educating Your Visitors on 40 Acres or Less.”*

National Association for Interpretation – Certified Interpretive Trainer (CIT) (2018-Present) Lead training on presenting technical information to the public in a concise, relative, and understandable manner. I have been a Certified Interpretive Guide since 2004.

Idaho Falls Parks and Recreation Outstanding Employee of the Year (2019) Recognized for outstanding performance and dedication to the City of Idaho Falls' Parks and Rec dept. for consistently going above and beyond in my role at the Idaho Falls Zoo.

Idaho STEM Action Center Regional Committee Member (2016-Present)

A state organization under the office of the governor to advance innovative opportunities for educators, students, communities, and industry to build a competitive Idaho workforce and economy through STEM education.

Eastern Idaho Environmental Education Association Board Member (2008-Present) Earth Day Committee (1998-2023) Founding member of a nonprofit designed to promote environmental stewardship and resource conservation in eastern Idaho by promoting awareness at community events.

City of Idaho Falls' Community Grant Award Committee Member (2017-2020)

Nominated by Mayor Rebecca Casper, I joined community representatives who awarded monies in the City's budget to local nonprofit organizations for improvement and advancement projects within Idaho Falls. The committee operated until budget constraints disbanded the program in 2020.

Girl Scouts Silver Sage Council Troop Leader 2008-2009 and 2011-2014

Co-led Brownie Troop 108 and Cadette Troop 259. I continue to support the program through programs at the Idaho Falls Zoo.

Mayor's Youth Scholarship Judge 2006-2019

A nonprofit organization providing financial assistance to students in the greater Idaho Falls area who plan to pursue post-secondary education. I judged application submittals to identify award recipients.

AMWTP Presidential Spirit of Excellence Awards: (2006) Led the communication efforts under the Department of Energy's Integrated Safety Management System certification. *(2009)* Led the team that developed a computerized employee question and answer forum.

Idaho Falls Chamber of Commerce - Leadership Program Graduate (2006). In addition to completing the leadership course, my final team project developed the Idaho Falls Junior Chamber Leadership Program.

Idaho Falls First Presbyterian Church Board of Deacons Deacon 2007-2011

Served as the chair to the Visitor's Care Team, connecting inquiring visitors to resources on church membership and mentoring.

Idaho Environmental Educators Association Member 2002-2005 and 2011-2016

Speaker (2004) "Idaho's Amazing Zoos and the Educating We Do."

International Society of Zooculturists Member 2000-2002

Paper presentation (2000) "Grand Scale Education at Small Scale Zoological Facilities."



City of Idaho Falls
Boards, Committees and Commissions
Citizen Application

Thank you for your willingness to serve our community. Please fill out this form and attach a résumé to this application. If you wish, you may also submit a cover letter explaining your interest in city service.

Your application will be kept on file. When there is an opening on a relevant City Board, Committee or Commission, your application will be reviewed. Return the completed form to the Mayor's office at: City of Idaho Falls Mayor's office: P.O. Box 50220, Idaho Falls, ID 83405 or mayor@idahofalls.gov.

Name:	Sunny Katseanes		
Mailing Address:	1318 Mojave St.		
City, State, Zip:	Idaho Falls, ID 83404		
Email Address:	sunnykatseanes@gmail.com		
Daytime Phone:	208-881-7139	☐ Message?	☒ Text?
Evening Phone:	SAA	☐ Message?	☒ Text?
Cell Phone:	SAA	☐ Message?	☒ Text?

What is your motivation for service on this/these committee(s)?

I was asked by a member of City council and by a fellow coworker if I'd be interested in serving on the Sister Cities Advisory Committee. I am writing to express my interest to participate on this committee.

How does your background training and experience lend itself to service on this/these committee(s)?

I have an extensive background being involved with and representing nonprofits, private companies, and government agencies that has been demonstrated by my association with Idaho Falls Zoo, City of Idaho Falls, Museum of Idaho, the Idaho cleanup project and Idaho National Lab.

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.

I have experience in communications, marketing, education, public outreach and grant writing which all lend themselves, fundraising and grant writing which lend themselves well to supporting community efforts.

FOR OFFICE USE ONLY:	
Date received by Mayor's Office:	Date appointed:
City Division(s) application forwarded to:	Board, Committee or Commission appointed to:

	<u>Length of term (Years)</u>	<u>Meeting Frequency</u>
Mayor's Office		
☒ Sister Cities Committee	Three (3)	As Needed
Fire Department		
☐ Fire Code Appeals Board	Five (5)	Yearly/As Needed
Library		
☐ Library Board	Five (5)	Monthly/As Needed
Municipal Services		
☐ Civic Center for the Performing Arts Committee	Two (2)	As Needed
Parks and Recreation		
☐ Golf Advisory Board	Three (3)	Every Other Month
☐ Parks and Recreation Commission	Three (3)	Monthly
☐ Shade Tree Committee	Three (3)	Monthly
☐ Tautphaus Park Zoological Society	Three (3)	Quarterly
☐ War Bonnet Round Up Advisory Committee	Three (3)	As Needed
Community Development Services		
☐ Board of Adjustment	Five (5)	2 nd Thursday/As Needed
☐ Building Code Board of Appeals	Three (3)	As Needed
☐ Electrical Board of Review	Two (2) & Three (3)	As Needed
☐ Historic Preservation Commission	Three (3)	1 st Thursday
☐ ADA Advisory Board	Three (3)	As Needed
☐ Idaho Falls Business Assistance Corp	Staggering Terms	Quarterly/As Needed
☐ Idaho Falls Redevelopment Agency	Five (5)	3 rd Thursday
☒ Mechanical Appeals Board	Three (3)	As Needed
☐ Planning Commission	Six (6)	1 st Tuesday
☐ Plumbing Appeals Board	Three (3)	As Needed
Public Works		
☐ Impact Fee Advisory Committee	Three (Staggered Terms)	As Needed
Regional Committees		
☐ Bonneville Metropolitan Planning Organization		
Other		
☐		

1Where not specifically required by law, City of Idaho Falls residents will be given preference. 2Four (4) members shall have professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation-related disciplines. 3All members shall be a person with a disability or have a demonstrated interest, competence or knowledge of disabilities. 4One (1) member shall be a Bonneville County resident residing within the area of city impact. Please note: Those who stand to receive a direct financial benefit from a particular position, who are involved in litigation with a relevant city department, and who are not city residents may be declared ineligible to serve on a committee. Any Information supplied may be subject to disclosure under the Idaho Public Records Law §§ 9-337 through 9-350



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Name:	Sunny Katseanes		
Mailing Address:	1318 Mojave St.		
City, State, Zip:	Idaho Falls, ID 83404		
Email Address:	sunnykatseanes@gmail.com		
Daytime Phone:	208-881-7139	☐ Message?	☐ Text?
Evening Phone:	SAA	☐ Message?	☐ Text?
Cell Phone:	SAA	☐ Message?	☐ Text?

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☒ Mechanical Appeals Board	Three (3)	As Needed
☐ Planning Commission	Six (6)	1 st Tuesday
☐ Plumbing Appeals Board	Three (3)	As Needed
Public Works		
☐ Impact Fee Advisory Committee	Three (Staggered Terms)	As Needed
Regional Committees		
☐ Bonneville Metropolitan Planning Organization		
Other		
☐		

1Where not specifically required by law, City of Idaho Falls residents will be given preference. 2Four (4) members shall have professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation-related disciplines. 3All members shall be a person with a disability or have a demonstrated interest, competence or knowledge of disabilities. 4One (1) member shall be a Bonneville County resident residing within the area of city impact. Please note: Those who stand to receive a direct financial benefit from a particular position, who are involved in litigation with a relevant city department, and who are not city residents may be declared ineligible to serve on a committee. Any Information supplied may be subject to disclosure under the Idaho Public Records Law §§ 9-337 through 9-350

MARK B. MADSEN, ESQ.
AMMON, IDAHO

OBJECTIVE: Work in a diverse academic environment with high caliber colleagues; become a catalyst to form productive strategic partnerships with: assorted funding sources, governments, educational institutions, community stakeholders, marginalized students; to research and write; and to be challenged.

Summary of Qualifications

- Private Sector: C-Suite experience with large, entrepreneurial, diversified and integrated company, and hands on experience with start-up, small business, non-profit development and operations
- Public policy process and political strategy mastery: international, national, State and municipal. Attorney with background in history, political philosophy, legislative process
- International: political, trade/business, diplomatic, cultural; Spanish fluency, general Romance language facility; expatriate experience, personal relationships (Latin American emphasis)

Professional History – Utah/Peru

Nov 2017 – Present West Coast Pure Organic SAC (WCPO), Executive Director, Partner

Roles & milestones include:

- Creation of WCPO's business plan, sales & marketing plan, investor relations
- Formation of corporate entities in Peru; secure pharmacy license, with special certifications to import, warehouse & transport medical cannabis products
- Recruit & train a small team of professionals & specialized service providers
- Development and protection of intellectual property (products & trademarks) in Peru
- Form strategic partnerships & negotiate agreements with international producers, regional distributors, physicians and patients' groups inside Peru

May 2009 – Jun 2017 Private Practice: Attorney, Consultant, Speaker

- Law practice (-2014): Zoning, land use & development, business contracts & general law
- Consulting: International business; political campaigns; public policy/advocacy NGOs
- Public Speaking

Jan 2005 – Dec 2016 Utah State Senate, Senator, District 13

- Chair, Senate Judiciary, Law Enforcement, Criminal Justice Standing Committee
- Senate Education Standing Committee
- Administrative Rules Review Committee
- Capitol Preservation Board
- Chair, Utah International Relations and Trade Commission

Jul 2005 – Apr 2009 Eagle Mountain Properties, General Counsel

- Represented component companies for residential development: agricultural land holding, land development, water, and three home building companies
- Practiced zoning and land use, contracts, real estate transaction and water law

Dec 1998 – Jun 2005: Larry H. Miller Mgt. Company, Project Manager./General Counsel

- Project Manager: Represented owner's interest in development and construction of commercial projects: Class "A" office tower, restaurants, theaters
- General Counsel: Represented diversified businesses including 40 car dealerships in 6 states, NBA team/arena, Minor League Baseball team, financial services, real estate development and management, racing team and race track, movie theaters, motion picture production

Washington, DC Experience: 1984 - 1999 condensed

Leadership Institute, Director of Development

- Projects included successful \$11 million capital campaign to purchase and renovate Headquarters building and support ongoing operations

Panama Freedom Foundation, Executive Director

- Worked in Panama with political opposition to Manuel Noriega, testified before US Congressional Committee (1988), organized Congressional election observer trip for May 1989 Panamanian elections, conducted all major donor fundraising

Free Congress Foundation, Special Assistant to the President (Paul Weyrich)

- Accompanied Paul on travel outside Washington, DC; large donor scheduling & follow-up

Robust Working Knowledge

Additional subject matter expertise, typically combined with access to relevant relationships and resources: Automotive industry; Agriculture; Alternative energy; Construction management/building trades; Constitutional law; Criminal justice; Economics; Employment law; Firearms; Welfare/govt. entitlements; Non-profits & NGOs; Major (& minor) league sports management; Medical cannabis; Motion picture & television production; Primary & secondary education; Road & rail systems; Water law (appropriative)

Selected Civic Activities

- Republican National Conventions: 2008, Delegate & Platform Committee; 2016, Delegate
- American Leadership Academy Charter School, Founding Board, Chief Administrative Officer and member Board of Trustees, 2004 - 2007
- Parents for Choice in Education, Board of Directors, 2004 – 2008
- Rockwell Charter High School, Board of Trustees, 2009 - 2014
- Eagle Mountain City Council, January 2002 - December 2004
- International Election Observer: Panama, 1989; Guatemala, 1990

Selected Awards, Recognitions & Affiliations

- Defender of Liberty Award 2013 (inaugural), 2014, 2015, 2016; Libertas Institute
- Outstanding Leadership in Energy Issues Award, 2012; Utah Energy Users Assn.
- Support of Excellence Award; Utah Highway Patrol
- Scottish Rite Freemason
- Eagle Scout

Selected Education & Certifications

- Juris Doctor, J. Reuben Clark Law School, Brigham Young University, Provo, UT
- Bachelors of Arts, Spanish Language/Study of the Americas, George Mason University, Fairfax, VA
- Columbine High School, Littleton, CO
- Journeyman plumber

Ian Turner, A.A.E.

Idaho Falls, ID • iturner@idahofalls.gov • (208)612-8221

Professional Profile

Experienced airport management professional with a background in finance, aviation operations, and change implementation. Accomplished relationship builder with specific skills in community collaboration, image improvement, and project management. Excellent analytical problem solving and customer-oriented management techniques. Adept in navigating multi-faceted local, state, and Federal government agencies and processes.

Core Competencies

- Leadership and Management Practices
- Budgeting and Financial Management
- Air Service Development
- Contract Management
- Airport Operations and Planning
- Creative and Efficient Problem Solving
- Grant Management and Project Funding
- Municipal, State and Federal Processes

Education

Master of Finance	Colorado State University - Global Campus Specialization in Project Management	November 2019
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Bachelor of Science Aviation Management	Rocky Mountain College Minors in Aeronautical Science and Business Management Graduated Summa Cum Laude, President's Cup Recipient Aviation Department Top Graduate	May 2011
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Experience

Airport Director Idaho Falls, ID	Idaho Falls Regional Airport	February 2024 to Present
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Responsible for the administration, planning, organizing, directing and controlling of all financial and operational activities of the Idaho Falls Regional Airport under the direction of the Mayor and City Council.

- Plans and directs all development, construction, expansion, improvement, maintenance and operations, regulation, protection and monitoring of the airport.
- Organizes and directs airport operations, safety, security, planning, regulatory and environmental compliance, capital improvement, airfield and building maintenance, emergency response, financial management, grant administration, public and community relations, marketing and advertising.
- Directs all air service development, business development, and budgets and represents political and legislative issues surrounding a public, commercial service airport.
- Ensures the Airport's compliance with FAA and TSA regulations and federal grant assurances governing Airport operations.

Airport Director La Crosse, WI	La Crosse Regional Airport	September 2019 to January 2024
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As a designated City Executive, plans and directs the strategic development, implementation, and long-range planning of the La Crosse Regional Airport as set by the City of La Crosse Aviation Board, Mayor, and Common Council. Manages 17.5 full-time-equivalent employees with an operational budget of nearly \$3,000,000. Ensures the self-sufficiency of the airport enterprise through sound fiscal practices

Ian Turner, A.A.E.

and growth of non-aeronautical revenue while implementing a five-year capital improvement plan of \$35,000,000.

- Initiate the operation of a car wash facility constructed to support car rental agencies with the ancillary purpose to grow non-aeronautical revenue through publicly available car washes.
- Implement financial measures that positioned the airport to emerge from the COVID-19 pandemic in a stronger position when comparing 2021 to 2019.
- Work with community partners to retain and expand air service to Detroit and Minneapolis/St. Paul, generate economic growth, and develop available excess airport land for the improvement of the airport and community as a whole.
- Reorganize current staff to more efficiently operate the airport while maintaining existing staff.
- Complete lagging airport projects including an Airport Master Plan, Strategic Plan, and assorted capital improvement projects, while implementing the same.
- Maintain and support airport systems including airfield inspection software, access control systems, in-terminal information systems, parking system, public wireless internet, and website maintenance.

Director of Aviation City of Pueblo Department of Aviation October 2016 to August 2019
Pueblo, CO

Oversaw 12 employees in the operation of Pueblo Memorial Airport. Planned, developed, and carried out short- and long-term airport planning for an airport with over 200,000 aircraft operations a year. Negotiated leases and agreements for use of the airport and associated facilities resulting in Lockheed Martin leasing a 22,000 square foot hangar and innovatively filling 14,000 square feet of hangar space. Managed an overall budget of \$2,000,000, and grants of \$7,900,000. Worked with local, state and Federal agencies related to aviation.

Operations Supervisor Stockton Metropolitan Airport September 2013 to September 2016
Stockton, CA

Supervised the Operations Division of the Stockton Metropolitan Airport in compliance with FAA, TSA, and other government agencies. Coordinated day-to-day activities between operations, maintenance, fire, and security staff. Performed complex and varied assignments at the direction of the Airport Director and Deputy Director. Instrumental in the initial start-up of Amazon Air service.

Operations Specialist Bellingham International Airport December 2011 to August 2013
Bellingham, WA

Organizations

- Idaho Airport Management Association, Legislative Committee, 2024-Present
- Northwest Chapter of the American Association of Airport Executives, 2017 to 2019, 2024-Present
- Rotary International, Member, 2020 to 2024
- Wisconsin Airport Management Association, Board Secretary, 2019 to 2024
- Aviation Exploring Post 1919, Post Advisor, 2019-2024
- American Association of Airport Executives, Executive Member, 2011 to Present

Certifications

- Advanced Airport Safety and Operations Specialist School, AAAE - October 2015
- Airport Security Coordinator, Safety and Security Instruction - September 2013
- Basic Airport Safety and Operations Specialist School, AAAE - June 2012
- FEMA Training Courses: IS-00100.B/IS-00200.B/IS.00700.A - February - June 2012
- ARFF Basic Class, San Bernardino Regional Emergency Training Center - January 2012
- Private Pilot License, Federal Aviation Administration - May 2008



MEMORANDUM

TO: Rebecca Casper
FROM: Margaret Wimborne
DATE: 29 April 2024
RE: Greater Idaho Falls Transit Board Appointments

I recommend appointment of the following individuals to the Greater Idaho Falls Transit (GIFT) Board pursuant to Idaho Code Section 40-2106:

1. **Director Ian Turner.** Mr. Turner was recommended for service on the GIFT Board to fill the Board vacancy left by the departure of Rick Cloutier. We discussed the appointment. Mr. Turner is not only willing to serve on this Board, but his extensive transportation acumen will also certainly be an asset to the Board.
2. **Councilor Jim Freeman.** In January 2024 you assigned Councilor Freeman to work with the GIFT Board. A formal appointment is required to bring the assignment into compliance with the GIFT Bylaws. His attendant assignment to serve on the Bonneville Metropolitan Planning Organization (BMPO) Policy Board will serve to facilitate excellent communication between these two boards during his tenure.

I have no doubt that each of these city officials will contribute significantly to GIFT and extend the impact of on-demand transit services throughout the community.



MEMORANDUM

TO: Rebecca Casper
FROM: Margaret Wimborne
DATE: 29 April 2024
RE: Sister Cities Advisory Committee Appointments

To comply with Title 2, Chapter 8 of the Idaho Falls City Code, I recommend appointment of the following individuals to the Sister Cities Advisory Committee (SCAC):

1. **Ms. Sunny Katseanes.** Ms. Katseanes is a new appointee who will fill the Committee position designated for a member of the Idaho National Laboratory community. She is currently employed at INL. She would be filling the committee position previously held by Rae Moss. Her appointment will fill out the remainder of that term—approximately two years.
2. **Mr. Mark Madsen.** Mr. Madsen is a new appointee who will fill the Committee position designated for a member of the higher education community. He is currently affiliated with CEI. The term Mr. Madsen will fill has approximately one year remaining.

I have reviewed their applications and interviewed these candidates and found each to be willing to serve, well-informed, and uniquely qualified. Additionally, both were recommended for appointment by the SCAC Chair. In my opinion, each will contribute to the goals and mission of the committee.

BY-LAWS OF THE TARGHEE REGIONAL PUBLIC TRANSPORTATION

AUTHORITY (TRPTA)

PREAMBLE

WHEREAS, pursuant to Idaho Code Section 40-2101, et seq., the voters of Bonneville County, Idaho, established at a general election held November 8, 1994, a Regional Public Transportation Authority within Bonneville County to carry out all purposes of the Regional Transportation Authority Act (the "Act");

WHEREAS, pursuant to the Act, the Board of County Commissioners of Bonneville County, and the cities of Idaho Falls, Ammon, Iona, and Ucon, each appointed a member to serve on the TRPTA Board ("Board");

WHEREAS, pursuant to Board action on April 24, 2020, financial investment is required by an eligible entity to receive transportation service;

WHEREAS, such Board members desire to adopt these By-laws to govern TRPTA conduct and operation.

ARTICLE I

Name of the Regional Transportation Authority

Section 1. Name: The name of this Regional Transportation Authority is the Targhee Regional Public Transportation Authority (hereinafter referred to as the "TRPTA") that uses the Assumed Business Name registered in the State of Idaho of Greater Idaho Falls Transit (hereinafter referred to as "GIFT").

ARTICLE II

Principle Office

Section 1. Office: The principal office of TRPTA is located at 1575 N Skyline Dr, Idaho Falls, ID 83402. The mailing address is PO Box 50900, Idaho Falls, ID 83405. TRPTA may also designate, by written adopted Resolution, a principal office at any other location it deems necessary or appropriate.

ARTICLE III

Purpose

Section 1. Purpose: The purpose of TRPTA is to provide general public transportation within Bonneville County and to undertake and provide by contract, public transportation services to cities, counties and authorities, as permitted and authorized under the Act.

ARTICLE IV

Fiscal Year and Budget

Section 1. Fiscal Year: The fiscal year of the Authority shall be October 1 through September 30.

Section 2. Budget: The Board shall annually adopt a budget for each fiscal year and shall cause a duly noticed public hearing to be held upon the budget.

Section 3. Notice: Notice of the budget hearing shall be posted at least ten (10) days prior to the date of the meeting in at least once conspicuous place in the Bonneville County Courthouse and in the City Hall of each city that is a TRPTA member. A copy of the notice shall also be published in accordance with the provisions of Section 40-2106, Idaho Code. The place, hour and day of the hearing shall be specified in the notice, as well as the place where the budget may be examined prior to the hearing. A full and complete copy of the proposed budget shall be published with and as a part of the publication of the notice of hearing. The budget shall be available for public inspection from and after the date of the posting of the notice of public hearing at the principal offices of TRPTA between the hours of 8:30 a.m. and 5:00 p.m. of any working day that is not a State holiday.

ARTICLE V

Board

Section 1. Composition: The composition of the Board shall at all times consist of one (1) member of each city (which must be located within Bonneville County) or highway district (if applicable) per ten thousand-dollar (\$10,000) contribution each fiscal year. A city or highway district, regardless of contribution size, may have no more than five (5) Board members.

Section 2. Representative Board Members: In Accordance with Idaho Code Section 40-2106, the Board shall be composed of not less than five (5) members and ex-officio members as described in Article V, Section 8.

Section 3. New Members: Any incorporated city or highway district located within Bonneville County may become a member of TRPTA by the adoption of a written Resolution of the Council or governing board of such appointing a member to serve on the TRPTA Board and by filing a certified copy of such Resolution with the TRPTA Secretary along with a ten thousand dollar (\$10,000) contribution for each appointee per fiscal year.

Section 4. Nominated Board Members: As set-forth in Idaho Code, the Board may be expanded beyond those positions mandated by Section 40-2016. The TRPTA Board has voted to expand the Board to a total number not to exceed thirteen (13) voting Board members. The exact number of additional Board members may vary from year-to-year, as determined at the first meeting of the new fiscal year.

Section 5. Terms of Office. The first order of business in the first meeting of each new fiscal year, is to adjust the membership of the Board based upon the financial contribution as described in Section 1. The Board members shall serve at the pleasure and discretion of their respective governing boards and pursuant to Idaho Code.

Section 6. Voting. Each Board member shall be entitled to one (1) vote. The Board Chair may vote on all motions and shall not be limited to voting for the purpose of breaking a tie vote.

Section 7. Proxy. If a Board member is unable to attend a meeting, the absent member may submit a letter to the Board Chair authorizing another Board member or a temporary proxy to register a proxy vote in the name of the absent member. The Board member may only cast a proxy vote if the designated primary Board member is absent.

Section 8. Non-Voting Ex-Officio Members: Non-voting ex-officio members shall consist of one (1) member representing the Idaho Transportation Department's District 6 Office; one (1)

member representing the Bonneville Metropolitan Planning Organization; one (1) member representing the City of Ammon, and one (1) member of the County Commissioner for Bonneville County. Additional ex-officio members may be appointed to the Board by the Board and shall serve at the pleasure of the appointed entity. Ex-officio Board members shall be advisory members only and shall not be voting members of the Board.

ARTICLE VI

Board Meetings

Section 1. Regular Meetings: The regular meeting of the TRPTA Board shall be held on the third Tuesday of each month unless otherwise determined by the Board. Notice of such regular meetings shall be given by posting a notice of the date, time, place and agenda of such meeting in a prominent place at the City Hall of each member city, the principle office of any highway district member, and at the Bonneville County Courthouse pursuant to the Idaho Open Meetings Act.

Section 2. Special Meetings: Special meetings of the membership may be called for any purpose or purposes by the Chair or a majority of the Board. Written or printed notice stating the place, day, and hour of special meeting of the Board shall be delivered to each member of the Board not less than fifteen (15) days before the date of the meeting, either personally or by mail. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the member at his or her last known address, postage prepaid. Such special meeting shall be posted pursuant to the Idaho Open Meetings Law.

Section 3. Quorum: A majority of the members of TRPTA shall constitute a quorum at any meeting of the members. A majority of the Board members present at a Board meeting at which a quorum has been established may exercise all the powers of the full Board.

Section 4. Open Meeting Law: All meetings shall be open to the public, except as otherwise provide by the Idaho Open Meeting Law. An agenda shall be prepared and posted prior to each meeting in the manner required by the Idaho Open Meetings Law.

ARTICLE VII

Board Powers and Vacancies

Section 1. General Powers: The business and affairs of TRPTA shall be conducted by the Board, unless these powers are modified by a contractual agreement, local, state, or federal law.

Section 2. Vacancies: Any position on the Board shall be deemed to be vacant upon any of the following events: i) the death of any member of the Board, ii) the delivery by any member of a written resignation to the Secretary, or iii) the delivery of a written resolution of the appointing agency for such member, notifying TRPTA that such member will no longer be serving as their Board representative.

ARTICLE VIII

Qualifications of Board

Section 1. Qualifications: All Board officers shall be members of the TRPTA Board.

Section 2. Numbers and Terms of Board Officers: The Board officers shall consist of a Chair, a Vice-Chair, a Secretary, and a Treasurer. The offices of Secretary and Treasurer may be held by the same person. The term of such offices shall be one (1) fiscal year. Officers shall hold their offices for their complete term or until their successors are appointed. The term of the initial officers shall commence upon their appointment and shall terminate on the Third Tuesday of September of each fiscal year.

Section 3. Chair: The Chair shall be the principal executive officer of TRPTA and the Chair shall implement and carry out all resolutions, directives and contracts approved by the Board. The Chair shall preside at all meetings of the Board. The Chair and the Secretary, or any other proper officer authorized by the Board, shall sign and deliver all deeds, mortgages, grants, bonds, contracts or other instruments with the Board has authorized to be executed, except in the cases where the signing and execution thereof shall be expressly delegated by the Board to some other officer or agent of TRPTA. The Chair shall perform all duties as may be prescribed in these Bylaws or as may be authorized by the Board from time to time. The Chair shall be responsible for calling Board meetings.

Section 4. Vice-Chair: The Vice-Chair shall perform the duties and have the powers of the Chair during the absence or disability of the Chair and shall perform such other duties as may be assigned by the Board.

Section 5. Secretary: The Secretary shall ensure that accurate minutes of all meetings of the Board are recorded and kept in TRPTA offices. The Secretary shall perform all the duties incident to this office, and such other duties as may be assigned by the Board.

Section 6. Treasurer: The Treasurer shall perform all duties incident to this office and such other duties as may be assigned by the Board. The Treasurer shall submit to the Board a full report of the financial condition of TRPTA at the regular meeting of the Board in September of each fiscal year. The Treasurer shall ensure that a professional audit or professional accounting review of all financial affairs of TRPTA is completed and approved by the Board no later than the first day of December following the close of each fiscal year. Such audit shall be performed in the manner set forth in Idaho Code Section 67-450(B). A copy of such audit shall be kept in the principal office of TRPTA at all times and shall be available for inspection by the public.

Section 7. Combined Secretary/Treasurer and Other Offices and Agents. The office of Secretary and Treasurer as noted in Section VIII above, may be combined into one office, and TRPTA may assign staff or hire contractors to perform the work of either or both the Secretary and/or Treasurer. The Board may appoint such other officers or agents as it deems advisable and prescribed the duties thereof.

ARTICLE IX

Committees

Section 1. Committees: The Board may establish committees and sub-teams as it deems necessary to assist it in carrying out its duties. Committees may include such standing committees as a Personnel Committee, Finance Committee, and a Planning Committee. The Personnel, Finance, and Planning Committees may be appointed by the Chair from officers of the Board or from other persons appointed by the Board as ex-officio members to serve on such committees.

ARTICLE X

Eligibility of Transportation Services

Section 1. Eligible Persons for Transportation Services: Transportation services provided by the Authority shall be open to all members of the general public without regard to a person's race, color, religion, gender, sexual orientation, gender identity/expression, veteran status, national origin, age, physical or mental impairment, veteran status or other legally protected status.

Amended on 4/18/2023 by the TRPTA (Assumed Business Name – Greater Idaho Falls Transit) Board of Directors.

TRPTA BOARD:

Michelle Ziel-Dingman, Chair

Lisa Farris, Vice-Chair

Michelle Ziel-Dingman, Secretary

Lisa Farris, Treasurer

Rick Cloutier, Board Director for Idaho Falls

Arnold Cantu, Board Member for Idaho Falls



Memorandum

File #: 24-210

City Council Meeting

FROM: Bear Prairie, General Manager
DATE: Monday, April 29, 2024
DEPARTMENT: Idaho Falls Power

Subject

IFP Hydropower Generation Insurance Policy Renewal

Council Action Desired

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

Approve and ratify the 2024/25 Hydropower Generation Insurance Policy for Idaho Falls Power for a total of \$473,738.00 (or take other action deemed appropriate).

Description, Background Information & Purpose

This policy insures the City's hydropower generation facilities. Starr Technical Risks is providing approximately 75% of the coverage with Swiss Re Corporate Solutions Elite, providing approximately 25% for a total premium of \$473,738.00. The attached policy 24SSLDOLD320471, was the best commercially available policy presented to IFP's generation plant insurance broker, Alliant Insurance Services, Inc. of Houston, Texas.

Alignment with City & Department Planning Objectives



This action supports our readiness for good governance to minimize and mitigate risk, ensuring long-term reliability. This action also supports the value proposition element of IFP's Strategic Plan, ensuring reliable and affordable service.

Interdepartmental Coordination

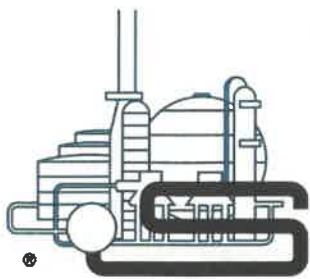
Idaho Falls Power and the City Legal Department.

Fiscal Impact

The policy premium is in the 2023/24 IFP Budget.

Legal Review

The Legal Department has reviewed and approved this agreement.



TARR TECHNICAL RISKS

A Division within Starr Companies

Kenneth Feinour
Underwriter
323-610-6227

BINDER

1000 Wilshire, Suite 2200
Los Angeles, CA 90017

NAMED INSURED: City of Idaho Falls

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

RENEWAL OF: 23SSLDOLD306181

POLICY NUMBERS: 24SSLDOLD320471

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

DESCRIPTION AND LOCATION OF PROPERTY INSURED: Per the submitted SOV received with the submission dated 2/9/24.

TOTAL INSURED VALUES:

Property Damage:	\$308,398,610
Business Interruption:	\$21,806,515
Total Insured Value:	\$330,205,125

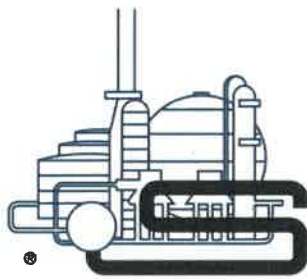
TERRITORY: United States of America

POLICY TERM: Effective: April 29, 2024 at 12:01 AM.
Expiration: April 29, 2025 at 12:01 AM.

FORM: As per expiring policy wording (Policy No.: 23SSLDOLD306181) subject to changes contained herein.

COVERAGE: All Risks of direct physical loss or damage, covering Property Damage, Business Interruption, Extra Expense and Boiler & Machinery.

VALUATION: As per expiring policy wording (Policy No.: 23SSLDOLD306181) subject to changes contained herein.



STARR TECHNICAL RISKS

A Division within Starr Companies

Kenneth Feinour
Underwriter
323-610-6227

BINDER

1000 Wilshire, Suite 2200
Los Angeles, CA 90017

NAMED INSURED: City of Idaho Falls

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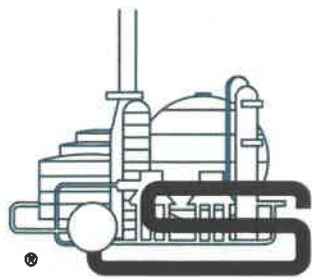
POLICY LIMIT OF LIABILITY: \$100,000,000 any one occurrence excess of policy deductibles.

PARTICIPATION: 75%, that being \$75,000,000 part of \$100,000,000 excess of policy deductibles.

SUBLIMITS: Sublimits are per occurrence unless shown otherwise.

The sublimits below are part of and not in addition to the Policy Limit of Liability. These sub-limits are 100% per occurrence ground-up sub-limits. We shall not be liable for more than our proportional share of the following sub-limits (aggregate where applicable).

BUSINESS INTERRUPTION:	\$21,806,515	Monthly limitations by plant apply, see attached endorsement
BUSINESS INTERRUPTION COVERAGE AT OLD LOWER DAM	EXCLUDED	
EXTRA EXPENSE:	\$1,000,000	
COURSE OF CONSTRUCTION	\$1,000,000	
DEBRIS REMOVAL (the greater of):	\$5,000,000	or 25% of the adjusted direct property loss
EXPEDITING EXPENSES	\$500,000	
PROPERTY IN TRANSIT:	\$500,000	
EARTH MOVEMENT (Except):	\$30,000,000	Annual Aggregate
CALIFORNIA EARTH MOVEMENT:	NO COVERAGE	
FLOOD:	\$30,000,000	Annual Aggregate
NEWLY ACQUIRED PROPERTY	\$5,000,000	(90 day reporting)
VALUABLE PAPERS AND RECORDS:	\$5,000,000	
ACCOUNTS RECEIVABLE:	\$5,000,000	
ELECTRONIC DATA PROCESSING	\$5,000,000	
DEMOLITION, INCREASED COST OF CONSTR:	\$2,500,000	
PRESERVATION OF PROPERTY	\$1,000,000	
HAZARDOUS SUBSTANCE OR CONTAMINANTS: - NAMED PERILS	\$500,000	Annual Aggregate
HAZARDOUS SUBSTANCE OR CONTAMINANTS: - ACCIDENT TO AN OBJECT	\$500,000	Annual Aggregate
ASBESTOS AND ASBESTOS CONTAINING MATERIAL	\$250,000	
MISCELLANEOUS UNNAMED LOCATIONS:	\$250,000	
DAMS		
GEM STATE DAM	\$43,845,367	
UPPER DAM	\$26,885,270	



STARR TECHNICAL RISKS

A Division within Starr Companies

Kenneth Feinour
Underwriter
323-610-6227

BINDER

1000 Wilshire, Suite 2200
Los Angeles, CA 90017

NAMED INSURED: City of Idaho Falls

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CENTRAL DAM	\$26,885,270	
LOWER DAM	\$26,885,270	
OLD LOWER DAM	\$4,354,470	

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

PROPERTY DAMAGE (Except):	\$	250,000
FLOOD		3% of the total insurable values at risk per location subject to a minimum of \$500,000 for contents and \$500,000 for buildings
PROPERTY IN TRANSIT:	\$	10,000
TIME ELEMENT		2160 Hours

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

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

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

TERRORISM: The Insured has declined coverage.

ADDITIONAL TERMS AND CONDITIONS:

1. Premium to be paid in full within 30 days of inception.
2. Signed Terrorism Disclosure notice to be provided within 10 days of binding
3. Receipt of the completed and signed Surplus Lines Tax Filing Confirmation form warranting that the broker/agent will accept full responsibility for compliance of the Surplus Lines laws and the collection and remittance of the applicable surplus lines tax and/or stamping fees on 100% of the premium, must be received within 10 days of binding. If the Surplus Lines Filing Confirmation form is not received within 10 days, we reserve the right to cancel the binder and/or any policy issued in connection with the binder.
4. Broker will provide licensing information which will be verified prior to binding. No policies will be bound with a business entity or broker whose license is 1) not current and 2) has not been confirmed



TARR TECHNICAL RISKS

A Division within Starr Companies

Kenneth Feinour
Underwriter
323-610-6227

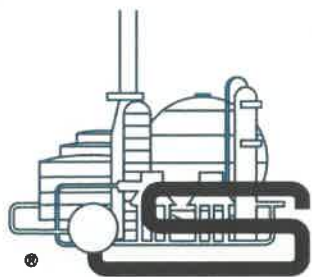
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5. Any taxes imposed by virtue of this policy being written by an unauthorized insurer are the responsibility of the insured and a licensed producer.
6. State premium is allocated on a percentage of TIV basis
7. Cyber Risk Coverage, Owned Network Interruption, Data Restoration and Computer Systems Non Physical Damage is excluded.
8. Waiver of Insurance or Waiver of Conditions cannot be accepted and will be deleted from our policy upon issuance if included in the broker manuscript wording
9. Transmission and Distribution lines, line transformers, towers and poles, equipment or apparatus connected therewith, located beyond 1,000 ft. from any Insured premises are excluded.
10. Extra Expense coverage, if provided, does not include generation, transmission, purchase, replacement, trade or distribution of electrical power.
11. Signed Statement of Property Values to be provided within 30 days of effective date.
12. Signed Business Interruption Worksheet to be provided within 30 days of effective date.
13. Stipulated loss valuation cannot be accepted and will be deleted from our policy upon issuance.
14. The following Endorsements/Additional Endorsements will attach to and form part of the policy:
 - a. Asbestos Exclusion
 - b. Authorities Endorsement
 - c. Biological, Chemical or Nuclear Exclusion
 - d. Communicable Disease Exclusion (Starr 04.08.2020)
 - e. Millennium Endorsement
 - f. Mold Exclusion
 - g. Occurrence Limit of Liability Endorsement
 - h. Political Risk Exclusion
 - i. Property Cyber and Data Exclusion LMA5401 (Starr amended 10/23) NEW
 - j. Service of Suit – SSIL-0005
 - k. Trade or Economic Sanctions Endorsement
 - l. Terrorism Exclusions (Based on Table Above)
 - m. War and Terrorism Exclusion Endorsement, Form NMA2918 (applies to all risks if there is any possible exposure outside of the US)
 - n. War and Terrorism Exclusion Endorsement, Form NMA2919 (reinsurance)
 - o. OFAC Notice
15. See additional endorsements to be attached:
 - p. Accounts Receivable
 - q. Amended Exclusion
 - r. Business Interruption Gross Earnings
 - s. Course of Construction
 - t. Maximum Monthly Indemnity
 - u. Mortgagee/Loss Payee/Additional Insured Schedule
 - v. Preservation of Property
 - w. Reported Values
 - x. Valuable Papers



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*******SURPLUS LINES NOTICE *******

The coverage as stated above is being bound on a surplus lines-non admitted basis. As a condition of binding the above coverage, the broker/agent warrants the following:

- 1) The broker/agent holds the surplus lines license in the state where coverage will be provided to the Insured, and accepts the full obligation to comply with each state's surplus lines laws and regulations in conjunction with this transaction.
- 2) The broker/agent accepts full responsibility for compliance, including but not limited to, the filing of the surplus lines affidavit (as per the state's requirements), and the collection and remittance of the surplus lines tax and any applicable stamping fee on 100% of the premium of this policy. The broker/agent's acceptance of these requirements is to be confirmed by completing, signing and dating the attached Surplus Lines Filings Confirmation form.

PREMIUM:

\$355,738 that being 75%, part of 100% policy premium of \$473,738 (excluding Acts of Terrorism).

CERTIFIED

TERRORISM PREMIUM:

The Insured has declined coverage.

NON-CERTIFIED

TERRORISM PREMIUM:

The Insured has declined coverage.

BOILER AND MACHINERY

JURISDICTIONAL INSPECTION FEE:

\$0 The Jurisdictional Fee is exclusive of any commissions, taxes, fees or surcharges. Objects in need of inspection that are acquired or purchased after the policy inception date will be subject to additional service fees.

Starr Boiler & Machinery Engineering HOTLINE – 1-855-380-5389
boilerrequest@starrcompanies.com

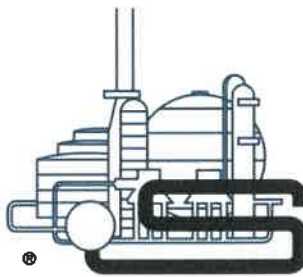
LOSS CONTROL

ENGINEERING INSPECTION FEE:

\$0 no loss control in 2024. We will conduct loss control in 2025.

SECURITY:

Starr Surplus Lines Insurance Company - A.M. Best financial strength rating of "A" (Excellent), financial size category of XV



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

PRODUCER & ADDRESS*: Alliant Insurance Services, Inc.
2000 West Loop South, Suite 2150
Houston, TX 77027
Attn: Andrew Klink – andrew.klink@alliant.com

PRODUCER FEIN #: 330785439

COMMISSION: 10%

The Insurance Company (Security) named above, represented by Starr Technical Risks¹, each for itself, severally but not jointly are hereby bound by an insurance undertaking for the account of the Insured named herein, effective at the exact hour and date shown below and expiring at the exact hour and date shown below or upon issuance of the policy, whichever shall first occur and insures the property above described for the amount set opposite its name. The effective hour of commencement of this binder shall supersede any commencement hour provisions contained in the policy.

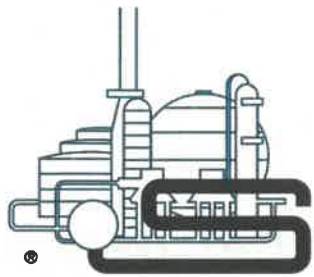
This binder contains a broad outline of coverage and does not include all the terms, conditions and exclusions of the policy (or policies) that may be issued to you. The policy (or policies) contain the full and complete agreement with regard to coverage. Please review the policy (or policies) thoroughly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

DATE ISSUED: <u>April 22, 2024</u> AUTHORIZED REPRESENTATIVE:  John R. Sahn – Vice President	Subject to the conditions above, the COMPANY hereby binds the insurance applied for, to become effective as of: <u>April 29, 2024</u> This Binder Expires on: <u>July 29, 2024</u>
---	--

Starr Technical Risks¹

12/2020

¹ Starr Technical Risks or Starr Tech is a marketing name used by Starr Underwriting Agency, Inc., which is doing business as Starr Services Insurance Agency, Inc. in California (CA license number: 0D73884) and Starr Insurance Agency, Inc. in Nevada and Utah.



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TERRORISM EXCLUSION

(FOR CERTIFIED ACTS OF TERRORISM UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED)

This Policy excludes loss, damage, cost or expense, arising directly or indirectly as a result of a "certified act of terrorism" as defined by the Terrorism Risk Insurance Act of 2002, as amended ("the Act"), and any revisions or amendments thereto, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For purposes of this endorsement and in compliance with the Act, "certified act of terrorism" shall mean an act that is certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the Act. The criteria contained in that Act for a "certified act of terrorism" include the following:

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

However, if an act of terrorism results in a fire and the direct physical loss or damage to property insured hereunder located in any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands and any territory or possession of the United States, that, either pursuant to the Standard Fire Policy or otherwise, prohibits exclusions for acts of terrorism that result in fire, this Company will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage to property insured hereunder and may be limited, in accordance with the Standard Fire Policy to the lesser of the actual cash value of the property at the time of the loss, or the amount which it would cost to repair or replace the property, without allowance for any increased cost of repair or replacement by reason of any ordinance or law, and without any compensation for business interruption, extra expense to continue business activities, or any other coverage for loss or damage other than direct physical loss or damage to the property insured hereunder.

With respect to fire resulting from any one or more acts of terrorism, this Company will not pay any amounts for which this Company is not responsible under the terms of the Act (including subsequent Congressional action pursuant to the Act) due to the application of Section 103 of the Act or any clause that results in a cap on our liability for payments for terrorism losses.

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



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TOTAL TERRORISM EXCLUSION

This Endorsement only applies in the United States of America and its Territories and Possessions.

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

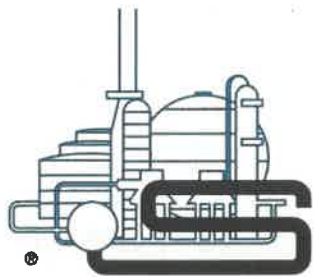
For the purpose of this endorsement, an "act of terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to any act of terrorism.

However, if an act of terrorism results in a fire and the direct physical loss or damage to property insured hereunder located in any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands and any territory or possession of the United States, that, either pursuant to the Standard Fire Policy or otherwise, prohibits exclusions for acts of terrorism that result in fire, this Company will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage to property insured hereunder and may be limited, in accordance with the Standard Fire Policy to the lesser of the actual cash value of the property at the time of the loss, or the amount which it would cost to repair or replace the property, without allowance for any increased cost of repair or replacement by reason of any ordinance or law, and without any compensation for business interruption, extra expense to continue business activities, or any other coverage for loss or damage other than direct physical loss or damage to the property insured hereunder.

With respect to fire resulting from any one or more "certified acts of terrorism" as defined under the Federal Terrorism Risk Insurance Act of 2002, as amended ("the Act"), this Company will not pay any amounts for which this Company is not responsible under the terms of the Act (including subsequent Congressional action pursuant to the Act) due to the application of Section 103 of the Act or any clause that results in a cap on our liability for payments for terrorism losses.

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



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SURPLUS LINES FILING CONFIRMATION

**IMPORTANT: THIS FORM MUST BE COMPLETED BY THE SURPLUS LINES BROKER
RESPONSIBLE FOR THE SURPLUS LINES FILINGS**

NOTE: ALL NON-ADMITTED BUSINESS SUBMITTED TO STARR SURPLUS LINES INSURANCE COMPANY MUST BE PLACED THROUGH A LICENSED (RESIDENT OR NON-RESIDENT) SURPLUS LINES BROKER IN THE STATE IN WHICH THE INSURED IS LOCATED AND THE POLICY IS WRITTEN. WE WILL NOT ACCEPT ANY INDEPENDENTLY PROCURED PLACEMENTS.

In order to ensure compliance with applicable surplus lines laws, you are required to provide the below information. If requested, this information may be provided to a state's regulatory authority as confirmation of the proper surplus lines placement of this risk.

The following policy is written on a surplus lines basis by Starr Surplus Lines Insurance Company:

Policy Number:		Policy Effective Date:		Primary Risk State:	
Insured Name:					

Individual Surplus Lines Licensee:		Individual Surplus Lines License Number:	
Firm Name:		Firm Surplus Lines License Number:	

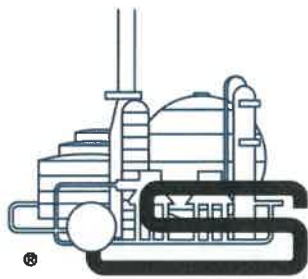
For New Jersey risks, provide the New Jersey SLA #	
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Signature:		Date:	
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I hereby represent and warrant that: (i) I am authorized to submit a resident or non-resident filing; (ii) I am responsible for the collection and remittance of the surplus lines taxes, stamping fees and other charges in connection with the placement of this policy; and (iii) IN NO EVENT WILL STARR SURPLUS LINES INSURANCE COMPANY BE RESPONSIBLE OR LIABLE FOR THE COLLECTION OR REMITTANCE OF THE SURPLUS LINES TAXES, STAMPING FEES OR OTHER CHARGES IN CONNECTION WITH THE PLACEMENT OF THE POLICY.

If you have any questions about the completion of this form, please contact:

sfilingconfirmations@starrcompanies.com



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**U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN
ASSETS CONTROL ("OFAC")
ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

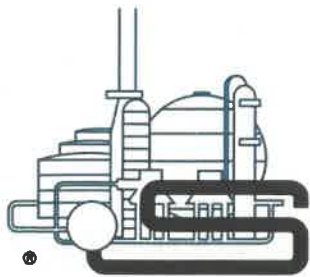
This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



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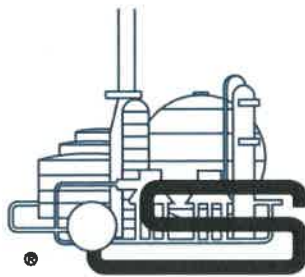
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ASBESTOS EXCLUSION

This Policy does not insure against:

- (1) asbestos material removal, unless the asbestos itself is damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective systems;
- (2) demolition or increased cost of reconstruction, repair, debris removal or loss of use of necessitated by the enforcement of any law or ordinance regulating asbestos material; or
- (3) any governmental direction or request declaring that asbestos material present in or part of or utilized on any undamaged portion of the Insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.



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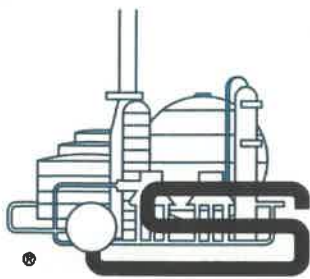
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AUTHORITIES ENDORSEMENT

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

Except as specifically stated in this policy or endorsement attached thereto, the company shall not be liable for loss, damage, costs, expenses, fines, or penalties incurred, sustained by or imposed on the Insured at the order of any Government Agency, Court, or other Authority arising from any cause whatsoever.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED



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BIOLOGICAL, CHEMICAL, OR NUCLEAR EXCLUSION

The following exclusion is added to this policy; supersedes any term, provision or endorsement to the contrary in this policy; and applies notwithstanding such term, provision or endorsement:

- **BIOLOGICAL, CHEMICAL OR NUCLEAR EXCLUSION**

This policy does not insure against any loss, damage, cost or expense caused by or resulting from any of the following, regardless of any other cause or event contributing concurrently or in any sequence thereto:

1. The unlawful possession, use, release, discharge, dispersal or disposal of any chemical, bacteriological, viral, radioactive or similar agents or material regardless of who is responsible for the act, whether or not the act is certified as an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence thereto; or
2. The unlawful possession, use, release, discharge, detonation, dispersal or disposal of any device or material capable of producing a nuclear reaction or the spread of radioactivity, regardless of who is responsible for the act, whether or not the act is certified as an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence thereto.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED



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COMMUNICABLE DISEASE EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided by this policy:

The exclusion set forth below applies to all coverages, coverage extensions, supplemental coverages, optional coverages, and endorsements that are provided by the policy to which this endorsement is attached, including, but not limited to, those that provide coverage for property or time element losses (including, but not limited to, gross earnings, gross profits, business interruption, extra expense, rental value, contingent business interruption, contingent time element, leader or attraction property, and interruption by civil or military authority).

The Company does not insure any loss, cost, damage or expense, directly or indirectly caused by, resulting from, arising out of, attributable to, contributed to, or occurring concurrently or in any sequence with a **communicable disease** or **communicable disease agent**.

This exclusion applies to, but is not limited to, any loss, cost, damage, or expense as a result of:

- a. any contamination by any **communicable disease** or **communicable disease agent**;
- b. any denial, restriction, or impairment of access to property because of the existence, threat, or suspected presence of any **communicable disease** or **communicable disease agent**; or
- c. any deterioration, loss of value, loss of marketability, or loss of use to tangible or intangible property insured hereunder directly or indirectly caused by or arising out of any **communicable disease** or **communicable disease agent**.

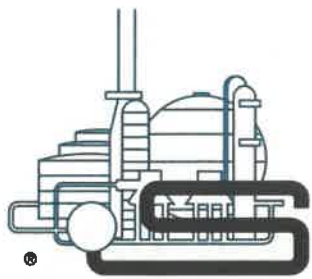
No coverage extension, additional coverage, exception to any exclusion, endorsement, or any other coverage grant shall afford coverage that would otherwise be excluded through this exclusion. Additionally, the phrase "loss, cost, damage or expense," as used herein includes, but is not limited to: (a) any cost to clean-up, detoxify, remove, monitor or test: (1) for a **communicable disease** or **communicable disease agent**; or (2) any tangible or intangible property insured hereunder that is affected or suspected to be affected by such **communicable disease** or **communicable disease agent**; and (b) any time element losses, including any time element coverage extensions, directly or indirectly caused by, resulting from, arising out of, attributable to, or contributed to by such **communicable disease** or **communicable disease agent**.

As used herein, words in **bold** have the following meanings:

"Communicable disease" means any infectious or contagious disease:

1. Caused by any **communicable disease agent**; and
2. Regardless of the method of transmission, whether direct or indirect, including, but not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals, or from any animal to any human or from any human to any animal.

"Communicable disease agent" means any infectious or contagious agent, including, but not limited to: a virus, bacterium, parasite, or other organism, or any mutation thereof, whether deemed living or not, that causes or could cause disease, illness, or physical distress to human health.



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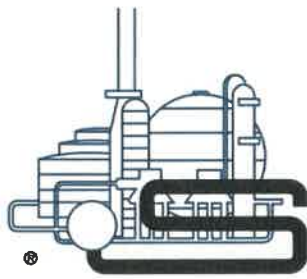
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PROPERTY CYBER AND DATA EXCLUSION

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 However, if a Cyber Act or a Cyber Incident results in a fire that causes direct physical loss or damage to property insured hereunder located in any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands and any territory or possession of the United States, that, either pursuant to the Standard Fire Policy or otherwise, prohibits exclusions for a Cyber Act or Cyber Incident that result in fire, this Company will, subject to the terms, conditions, exclusions, limitations, any endorsements in this Policy, pay for the physical loss or damage caused by that fire, unless another exclusion applies. Such coverage for fire applies only to direct physical loss or damage to property insured hereunder and may be limited, in accordance with the Standard Fire Policy to the lesser of the actual cash value of the property at the time of the loss, or the amount which it would cost to repair or replace the property, without allowance for any increased cost of repair or replacement by reason of any ordinance or law, and without any compensation for any time element loss (e.g., business interruption, extra expense to continue business activities, etc.) or any other coverage other than for the direct physical loss or damage to the property insured hereunder. For the purpose of this provision, Data shall not be considered property insured.
- 3 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 4 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

- 5 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 6 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 7 Cyber Incident means:



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- 7.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- 7.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

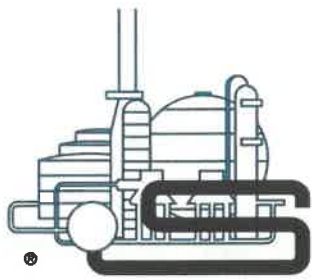
8 Computer System means:

- 8.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,

owned or operated by the Insured or any other party.

- 9 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

LMA5401 (Starr Amended 10/23)



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Maximum Monthly Indemnity

Named Insured: City of Idaho Falls

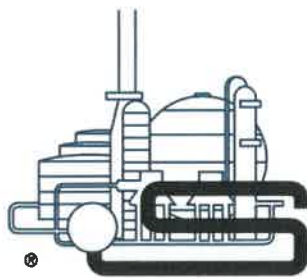
Policy Number: 23SSLDOLD306181

Endorsement No. 12.00

Effective Date: 04/29/2023

The liability of the Company under the Business Interruption Endorsement attached to this Policy shall be subject to a maximum monthly indemnity as outlined below. These amounts shall be part of and not in addition to the Business Interruption sublimit of liability specified in the Declarations.

	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25
Upper Plant Revenue	\$ 239,666.76	\$ 400,611.12	\$ 742,926.20	\$ 716,453.77	\$ 501,797.46	\$ 231,785.33	\$ 214,256.27	\$ 262,592.97	\$ 265,090.34	\$ 201,962.43	\$ 165,484.89	\$ 256,777.34
City Plant Revenue	\$ 250,235.28	\$ 417,317.36	\$ 753,314.66	\$ 633,865.50	\$ 460,996.01	\$ 186,039.78	\$ 159,397.83	\$ 200,065.54	\$ 201,968.26	\$ 136,970.90	\$ 112,231.83	\$ 221,534.39
Lower Plant Revenue	\$ 231,689.23	\$ 374,874.48	\$ 708,092.14	\$ 670,637.32	\$ 459,167.23	\$ 215,457.50	\$ 201,344.51	\$ 242,225.57	\$ 244,529.24	\$ 192,095.68	\$ 157,400.23	\$ 242,083.39
Old Lower Revenue	\$ -	\$ 90,304.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gem State Revenue	\$ 767,070.00	\$ 1,269,900.00	\$ 1,922,616.00	\$ 1,519,338.00	\$ 976,536.00	\$ 474,516.00	\$ 444,662.30	\$ 549,125.38	\$ 554,347.81	\$ 425,520.00	\$ 348,664.50	\$ 590,976.00
Total Monthly Revenue	\$ 1,488,661.27	\$ 2,553,006.96	\$ 4,126,949.00	\$ 3,540,294.59	\$ 2,398,496.70	\$ 1,107,798.61	\$ 1,019,660.91	\$ 1,254,009.45	\$ 1,265,935.65	\$ 956,549.01	\$ 783,781.45	\$ 1,311,371.13



STARR TECHNICAL RISKS

A Division within Starr Companies

Kenneth Feinour
Underwriter
323-610-6227

BINDER

1000 Wilshire, Suite 2200
Los Angeles, CA 90017

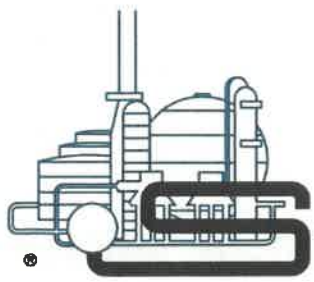
NAMED INSURED: City of Idaho Falls

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MOLD EXCLUSION ENDORSEMENT

This policy does not insure any loss, damage or expense consisting of, caused by, contributed to, or aggravated by mold, moss, mildew, fungi, spores, bacterial infestation or any similar organism, wet or dry rot and extremes of temperature or humidity, whether directly or indirectly the result of a covered peril. This includes, but is not limited to, the cost for investigation, testing, remediation services, extra expense or business interruption. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

If loss otherwise covered by this policy occurs and the cost of removal of debris is increased due to the presence of rust, mold, moss, fungus, bacterial infestation, wet or dry rot and extremes of temperature or humidity, this policy will only be liable for the costs of debris removal which would have been incurred had no such factors been present in, on, or about the covered property to be removed.



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Underwriter
323-610-6227

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NAMED INSURED: City of Idaho Falls

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OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT

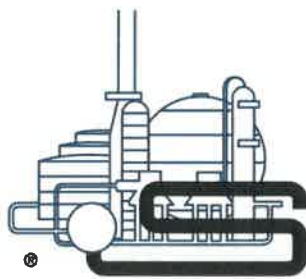
A In consideration of the premium charged, it is agreed that the following special terms and conditions apply to, and are made a part of, the policy to which this endorsement is attached:

1. The limit of Liability or Amount of Insurance shown in the Declarations of this policy, or endorsed onto this policy, is the total limit of the Company's liability applicable to each "occurrence" as hereafter defined. Notwithstanding any other terms and conditions of this policy to the contrary, in no event shall the liability of the Company exceed this limit or amount irrespective of the number of locations involved.
2. The premium for this policy is based upon the Statement of Values on file with the Company, or attached to this policy. In the event of loss hereunder, liability of the Company shall be limited to the least of the following:
 - a. The actual amount of loss less applicable deductible(s):
 - b. The total stated value for the property involved, as shown on the latest Statement of Values on file with the Company, or attached to this policy, less applicable deductible(s);
 - c. The limit of liability or Amount of Insurance shown on the Declarations of this policy, or endorsed onto this policy.

B. DEFINITIONS

1. "Occurrence"

The term "occurrence" shall mean any one loss, disaster or casualty, or series of losses, disasters or casualties arising out of one event. When the word applies to loss or losses from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, earthquake, volcano eruption, riot, riot attending a strike, civil commotion and vandalism and malicious mischief, if such perils are covered by this policy, one event shall be construed to be all losses arising during a continuous period of seventy-two (72) hours. When filing proof of loss, the insured may elect the moment at which the seventy-two (72) hour period shall be deemed to have commenced, which shall not be earlier than when the first loss to the covered property or interests occurs.



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NAMED INSURED: City of Idaho Falls

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PRESERVATION OF PROPERTY

We will pay for:

- a. Reasonable and necessary costs, over and above normal operating costs, incurred by you for actions to temporarily protect or preserve covered property, and
- b. Direct physical loss or damage by a covered cause of loss to covered property removed from a covered property removed from a covered location, provided that such actions or removal is necessary due to imminent direct physical loss or damage to covered property by a covered cause of loss.

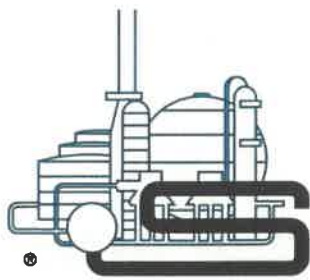
The Preservation of Property sublimit of liability as show in the Declarations does not apply to Subsection b. above.

This PRESERVATION OF PROPERTY Additional Coverage does not apply to covered property while in transit.

POLITICAL RISKS EXCLUSION

Loss of property due to Political Risks is hereby excluded. Political Risks are defined as follows:

"Confiscation, expropriation, nationalization, commandeering, requisition or destruction of or damage to property by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the property is situated; seizure or destruction under quarantine or customs regulation"



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SERVICE OF PROCESS CLAUSE ENDORSEMENT

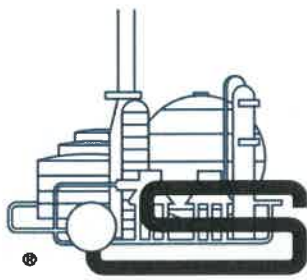
Service of process may be made upon counsel at:

Legal Department
Starr Surplus Lines Insurance Company
399 Park Avenue
New York, NY 10022

or his or her representative, and that in any suit instituted against the Insurer upon this policy, the Insurer will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Insurer hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this policy of insurance and hereby designates the above referenced counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of this policy remain unchanged.



STARR TECHNICAL RISKS

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Underwriter
323-610-6227

BINDER

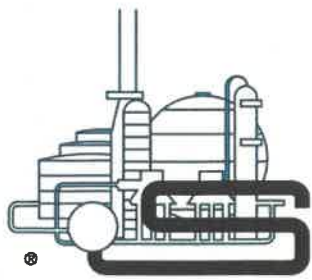
1000 Wilshire, Suite 2200
Los Angeles, CA 90017

NAMED INSURED: City of Idaho Falls

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TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.



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323-610-6227

BINDER

1000 Wilshire, Suite 2200
Los Angeles, CA 90017

NAMED INSURED: City of Idaho Falls

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TO OUR BROKERS/AGENTS

IMPORTANT NOTICE - TO BE KEPT WITH POLICY

WHAT TO DO WHEN A LOSS OCCURS

1. Report as soon as practicable, every incident, loss or damage (LOSS NOTICES) which may become a claim to:

StarrTechClaims@starrcompanies.com

AND

Ray Walshe
Vice President/Regional Manager
1000 Wilshire Blvd., Suite 2200
Los Angeles, CA 90017
213-677-6287
raymond.walshe@starrcompanies.com

2. Starr Specialty Lines Insurance Agency, LLC claims **CANNOT** be processed through any other facility and must be reported as indicated above.
3. Adjusters can **ONLY** be assigned by Starr Specialty Lines Insurance Agency, LLC Property Claims Department.

PROPERTY INSURANCE BINDER

NEW YORK FREE TRADE ZONE NOTICE

**THE FOLLOWING APPLIES TO LOCATIONS SITUATED IN THE
STATE OF NEW YORK:**

**NOTICE: THESE POLICY FORMS AND THE APPLICABLE
RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF
THE NEW YORK INSURANCE LAW AND REGULATIONS.
HOWEVER, THE FORMS AND RATES MUST MEET THE
MINIMUM STANDARDS OF THE NEW YORK INSURANCE
LAW AND REGULATIONS.**

First Named Insured:

**City of Idaho Falls
P.O. Box 50220
Idaho Falls, ID 83405**

Hereafter referred to as the "Insured"

Issuing Insurer:

**Swiss Re Corporate Solutions Elite
Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105**

Hereafter referred to as the "Insurer"

In consideration of the premium to be invoiced, we hereby Bind our terms and conditions as stated below. This Binder is made subject to the Policy Form and Reinsurance Agreement Form referred to below and to the Special Terms & Conditions attached hereto.

Binder Effective Date & Time

April 29, 2024

Binder Expiration Date & Time

June 28, 2024

This Property Insurance Binder is presented to

**Alliant Insurance Services
5444 Westheimer Rd., Suite 900
Houston, TX 77056
Attn: Andrew Klink**

Assigned Policy Number

UTP 2000715 00

Binder Issued By & Date

Brian Epp 4/22/2024

PROPERTY INSURANCE BINDER

Policy Period

Insurance Effective Date: April 29, 2024

Insurance Expiration Date: April 29, 2025

The time of inception and the time of expiration of this policy and of any schedule(s) or endorsement(s) attached shall be at 12:01 a.m. (Standard Time) at the location of the property insured by this policy. Notwithstanding the foregoing, it is agreed that the actual effective time of attachment of this insurance shall be the same time on the specified date as the actual effective time of cancellation or expiration of the policy(ies) replaced or renewed by this policy.

The policy period ends, and coverage under this policy terminates, when the first of the following occurs:

1. cancellation of this policy by the First Named Insured or by the Issuing Insurer;
2. the replacement policy takes effect; or
3. the policy expiration date.

Policy Form

Policy Form "Idaho Falls Power - Starr Policy Wording 23-24" received on March 26, 2024 by email from Andrew Klink and as amended in this Binder.

Policy Territory

This policy covers Property Insured within the fifty (50) states of the United States of America, the District of Columbia, and Puerto Rico.

Locations

As per schedule of locations on file with the Insurer as of February 9, 2024.

This Binder is based on the following values reported:

Real and Personal Property: USD 179,533,963

Dams: USD 128,864,647

Time Element (TE): USD 21,806,515

Total Insurable Values (TIV): USD 330,205,125

100% Program Policy Limit

Liability for all loss or damage arising out of one Occurrence, or in the annual aggregate where specifically noted below, shall not exceed the **Insurer's Participation** shown below, of the stated 100% Program Policy Limit and 100% Program Sublimits of Liability shown herein.

Policy Limit: \$ 100,000,000 per occurrence

PROPERTY INSURANCE BINDER

Insurer's Participation

Liability, in the event of loss, shall not exceed \$25,000,000 (that being 25%) part of \$100,000,000 which is excess of deductibles, per Occurrence.

100% Program Sublimits of Liability

The following are the Limits of Liability in any one Occurrence unless otherwise shown. Limits of Liability stated below or elsewhere in this Policy are part of and not in addition to the Policy Limit.

Sublimits are excess of any applicable deductibles.

Earth Movement (Annual Aggregate), except:	\$30,000,000
Earth Movement in California (Annual Aggregate)	EXCLUDED
Flood (Annual Aggregate)	\$30,000,000
Business Interruption – Gem State	\$9,843,272, further limited to 110% of the monthly reported values
Business Interruption – Upper Dam	\$4,199,405, further limited to 110% of the monthly reported values
Business Interruption – Central Dam	\$3,733,937, further limited to 110% of the monthly reported values
Business Interruption – Lower Dam	\$3,939,597, further limited to 110% of the monthly reported values
Business Interruption – Old Lower Dam	\$90,304, further limited to 110% of the monthly reported values
Accounts Receivable	\$5,000,000
Asbestos and Asbestos - Containing Material (Annual Aggregate)	\$250,000
Interruption by Civil Authority (Limited to within 5 miles of Insured Location)	30 Days / \$1,000,000

PROPERTY INSURANCE BINDER

Contingent Business Interruption - Direct & First Tier	\$2,500,000
Course of Construction	\$1,000,000
Debris Removal, or 25% of the Adjusted Direct Property Loss, whichever is Greater	\$5,000,000
Defense Cost	\$1,000,000
Demolition and Increased Cost of Construction	\$2,500,000
Errors & Omissions	\$5,000,000
Electronic Data Processing Media	\$5,000,000
Expediting Expense	\$5,000,000
Extra Expense	\$5,000,000
Fire and Police Department Service Charge	\$1,000,000
Hazardous Substances or Contaminants (annual aggregate)	\$500,000
Impounded Water	30 Days
Ingress / Egress (Limited to within 5 miles of Insured Location)	30 Days / \$1,000,000
Miscellaneous Unnamed Locations	\$250,000
Newly Acquired Property (90 Days Reporting)	\$5,000,000
Period of Indemnity	12 Months
Professional Fees	\$1,000,000
Preservation of Property	\$2,500,000
Property in Transit, excluding Ocean Marine Cargo	\$1,000,000
Service Interruption (PD & TE Combined)	\$5,000,000
Valuable Papers and Records	\$5,000,000

PROPERTY INSURANCE BINDER

Policy Deductibles

To apply any one occurrence / accident unless otherwise stated.

Property Damage, except:	\$250,000
Earthquake	\$250,000
Flood	3% of the location(s) total insurable damaged values at risk subject to a minimum of \$500,000 and a maximum of 1,000,000
Property in Transit	\$10,000
Time Element	60 Days

Time Element shall include Business Interruption, Extra Expense, Contingent Time Element, Service Interruption and all other Time Element extensions provided.

If a percentage deductible for Property Damage is indicated above, it shall apply as a percentage of the total insurable values for real and personal property at the time of the loss at the Premises Described where the physical damage occurred. Any percentage deductible indicated above shall apply separately at each Premises Described irrespective of any other deductibles applying.

If an Accident or Occurrence involves more than one retention stated above, then only the largest retention shall apply. It is understood that Time Element retentions are applied separately.

Gross Premium for Layer Bound

	100% Layer Share	25% Insurer Share
Property Premium	\$ 450,000	\$ 112,500
TRIPRA Premium	DECLINED	DECLINED
Total Premium	\$ 450,000	\$ 112,500

*Additional Coverage for Insurer's share of liability for loss caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Program Reauthorization Act of 2019 (TRIPRA) applies only to locations within the U.S. and its territories.

Taxes & Surcharges

Bound premium does not include any Taxes or Surcharges.

Estimate: **\$TBD**

PROPERTY INSURANCE BINDER

Broker Commission

10% Broker commission is included in above premiums.

A separate premium invoice will be prepared and forwarded concerning this transaction. Payment of premium to Swiss Re Corporate Solutions Elite Insurance Corporation is expected within thirty (30) days of the invoice date for United States of America and its Territories and Canada locations and within sixty (60) days of the invoice date for all other locations. Failure to pay the premium by the due date shall be considered nonpayment of premium.

Premium will be billed in U.S. Dollars, and is payable in U.S. Dollars. Premium for locations outside the U.S. may, if you elect, be paid in the currency of the country within which the risk is located. Conversion of the U.S. Dollar amount due into foreign currency shall be at the exchange rate as of the effective date of the coverage being invoiced.

Engineering Fee Allowance

2.5% engineering fee allowance, as incurred

Currency

All Limits, Deductibles, and Premiums are expressed in U.S. Dollars.

Premium Payment Terms

Premium is payable within **thirty (30) days** of the invoice date.

Cancellation

90 days except 10 days for non-payment of premium.

Applicable Law: Court Jurisdiction

The laws of the State of New York, without regard to its conflict of laws rules, that would cause the application of the laws of any other jurisdiction, shall govern the construction and interpretation of this insurance agreement.

The parties hereto do irrevocably submit to the exclusive jurisdiction of the Courts of the State of New York, and to the extent permitted by law, the parties expressly waive all rights to challenge or otherwise limit such jurisdiction.



PROPERTY INSURANCE BINDER

Terrorism Risk Insurance Act of 2002, as amended 2019 (TRIPRA) – Coverage has been Declined by Insured

In accordance with the instructions received by the Company, this Binder excludes coverage for Insured Loss due to an Act of Terrorism as defined in the Terrorism Risk Insurance Program Reauthorization Act of 2019. The policy will contain an Exclusion for Certified Acts of Terrorism.

Additional Standard Conditions for Binder

Coverage under this Binder will be terminated by the issuance of a policy(ies) or endorsement(s) or by cancellation of this Binder prior to its expiration date. Cancellation is effective the next business day after the risk is declined by notice to the First Named Insured or to the representative of the First Named Insured placing this coverage. If the address of a Mortgagee-Payee or representative thereof is given herein, written notice must be sent to that address in order to cancel the insurance as it applies to the Mortgagee-Payee.

Swiss Re Corporate Solutions Elite Insurance Corporation shall be liable under this Binder for no greater proportion of any loss that the amount hereby insured shall bear to the whole insurance covering the property against the perils involved, whether collectible or not.

This Binder may contain sublimits applicable to specific locations, or specific coverages or specific causes of loss. Such limits shall be the total payable as a result of a single occurrence (or annual aggregate of certain occurrences where so specified) and neither the binder limit nor any sublimit shall be increased by the application of one or more sublimits.

In the event of loss to the property or interests covered by this Binder when Mortgagee(s) or Loss Payee(s) is(are) specifically named herein, such loss shall be adjusted with the First Named Insured and shall be payable to the First Named Insured and said Mortgagee(s) or Payee(s) as their interests may appear.

Special Terms & Conditions Bound

1. Inspection and Consulting Services

Inspection and consulting services and associated fees, including but not limited to jurisdictional boiler & machinery inspections or property loss prevention services are **not** included in the scope of this Binder.

2. Basis of Binder

This Binder is based on the underwriting information provided to the Insurer and is subject to there being no new occurrences, events, losses, or claims arising prior to inception.

3. Prior and Subsequent Loss

PROPERTY INSURANCE BINDER

The following language will be made a part of the binder and policy if this Binder is accepted by the Insured:

The Insurer is not liable hereunder for any loss or damage:

- a) occurring before the policy becomes effective; or
- b) arising from an occurrence which is in progress at the time this policy becomes effective, even if such loss or damage occurs after this policy becomes effective; or
- c) occurring after the expiration of this policy, except loss or damage arising from an occurrence in progress at the time this policy expires.

4. Leading Underwriter Disclaimer

If a Leading Underwriter is, has been, or will be appointed to represent underwriters hereon, then the following provisions shall apply to the Insurer's participation hereon, notwithstanding the fact that other insurers or reinsurers may accept or acquiesce in such appointment without reservation:

- a) Any such Leading Underwriter shall have no authority to agree, negotiate, stipulate, bind, amend, settle, or litigate on behalf of the Insurer for purposes of the Insurer's participation as offered by this Binder and, if the Insured accepts this Binder, under any contract of insurance formed hereby;
- b) The Insurer hereby retains and does not relinquish to any such Leading Underwriter its rights to obtain notice of any loss affecting this insurance directly from the Insured.
- c) Any market custom or usage contrary to the above is hereby rejected to the extent of any such conflict.
- d) Notwithstanding the foregoing, if the Leading Underwriter appoints counsel, then the Insurer hereon accepts that appointment of counsel until further notice.

5. Final Policy Documentation

The Insurer and Insured agree to use best efforts to ensure that final policy documentation is completed by the Insured's broker and agreed to by the Insurer no later than the Binder Expiration Date & Time. If the final policy documentation is not completed by the Insured's broker and agreed to by the Insurer at the Binder Expiration Date & Time, then the Insurer will proceed immediately with issuing their own policy. Requests for a binder extension shall not be unreasonably denied.

6. Duty of Disclosure; Disclaimers Thereof Void

This Binder is provided on the basis that all information given to Insurer by or on behalf of the Insured in its underwriting submission and/or in its responses to the underwriter's requests for information is reliable, truthful, and complete to the best of the Insured's information and knowledge. The Insurer relies on the "duty of disclosure" as it exists under applicable law, and rejects any attempt to negate that duty wholly or partially. The Insured, by accepting this Binder, waives the effect of any purported disclaimers of the Insured's duty to disclose to underwriters all material facts to the best of its knowledge that may be contained in such submission or in its responses to questions or requests for information, or



PROPERTY INSURANCE BINDER

in emails, cd roms, or internet websites used in providing or transmitting underwriting information.

7. **State Amendatory Endorsement**
Will be added to the policy based on the Insured's Headquartered State.
8. **No signing down of the Insurer's Participation without the prior approval of the Insurer.**
9. **Insurer reserves the right to withdraw this Property Insurance Binder if there is an active Named Windstorm or Wildfire prior to binding.**
10. **The Insurer reserves the right to rerate this Property Insurance Binder, in the event of any loss occurring prior to inception.**
11. **Insurer reserves the right to choose loss adjuster within designated claims adjustment firm.**
12. **The Insurer retains the right to provide consent for any proposed changes to the policy form during the policy term.**
13. **New location(s) added to this Policy may be subject to separate rating and/or may require a higher deductible(s).**
14. **The following Endorsement(s) apply as stated in this Binder:**
 - a. *Economic or Trade Sanctions or United Nations Resolutions*
 - b. *Communicable Disease Exclusion*
 - c. *Electronic Data Endorsement A (NMA2914)*
 - d. *Several Not Joint Liability*
 - e. *Governing Law and Jurisdiction*
 - f. *Minimum Earned Premium*
 - g. *Service of Suit Clause*
 - h. *Contingent Business Interruption Extension*
 - i. *Defense Costs*
 - j. *Extra Expense*
 - k. *Extra Expense Coverage Restriction*
 - l. *Professional Fees*
 - m. *Service Interruption*
 - n. **EXCLUSIONS – LOSS DUE TO AN ACT OF TERRORISM; LOSS FROM CHEMICAL, BIOLOGICAL & RADIOLOGICAL EXPOSURE**

Subjectivity

This Binder is subject to the condition that the appropriate licensed individual insurance producer or agency or both (as required by the law of the state in which a policy would be delivered) is appointed by us prior to the effective date of the Bound policy.

In Witness Whereof, the issuing Company has caused this binder to be signed officially below.

President

Secretary

PROPERTY INSURANCE BINDER

Swiss Re Corporate Solutions Elite Insurance Corporation

Swiss Re Corporate Solutions Elite Insurance Corporation Financial Ratings

A.M. Best Company: A+

Standard and Poor's: AA-

Loss Reporting Procedures

Welcome to Swiss Re Corporate Solutions Elite Insurance Corporation, a member of Swiss Re Corporate Solutions. We would like to take this opportunity to share our loss-reporting procedures. In the event of a loss or potential loss, please immediately complete and forward a First Notice of Loss on an ACORD Loss Form. If you do not use the ACORD Loss Form please otherwise provide the following information:

- Your Name and Contact Information (including e-mail address)
- Name of Insured/Policy Holder and/or Policy Number
- Contact Details of Insured Representative and Preferred Method of Contact
- Date of Loss
- Location of Loss
- Brief Summary of the Loss
- Contact Name(s) and e-Mail Address(es) for New Loss Acknowledgement Letter

Forward the New Loss Details by one of the following methods:

By e-mail: ClaimsNAProperty_CorporateSolutions@swissre.com

By Mail: Swiss Re Corporate Solutions Elite Insurance Corporation
Attention: Corporate Solutions Claims
1200 Main Street, Suite 800
Kansas City, MO 64105

EMERGENCY AFTER HOURS CLAIMS REPORTING (for Primary Layer of Coverage and Lead business only):

Call: 1-800-935-3718

By email: swissreafterhoursclaims@englemartin.com

Please visit our website: corporatesolutions.swissre.com

This notice is for information only and does not become a part or condition of the policy.

Addendum #1

Swiss Re Corporate Solutions Elite Insurance Corporation

Insured:

Policy Number:

Endorsement Number:

Policy Term:

Endorsement

Effective Date:

Economic or Trade Sanctions or United Nations Resolutions

The Insurer will not be deemed to have provided coverage and will not be liable to pay any claim or provide any benefit to the extent that payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to the Insurer.

Communicable Disease Exclusion

Notwithstanding anything to the contrary in this insurance, this insurance does not insure against:

Loss, damage, cost, expense or TIME ELEMENT of any type whatsoever that is related in any way to or caused directly or indirectly by any actual, suspected or potential COMMUNICABLE DISEASE regardless of whether any other cause contributes concurrently or in any sequence to the loss, damage, cost, expense or TIME ELEMENT.

COMMUNICABLE DISEASE means a contagious disease or illness arising out of or in any manner related to an infectious or biological virus or agent or its toxic products which is transmitted or spread, directly or indirectly, to a person from an infected person, plant, animal or anthropoid, or through the agency of an intermediate animal, host or vector of the inanimate environment or transmitted or spread by instrument or any other method of transmission. COMMUNICABLE DISEASE shall include, but not be limited to, Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Syndrome (HIV), any type or strain of Severe Acute Respiratory Syndrome (SARS) or Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2), West Nile Disease, chicken pox, any type or strain of influenza or infectious respiratory illness (including, but not limited to avian flu, Corona Virus or COVID-19), pneumonia, legionella, hepatitis, measles, meningitis, mononucleosis, whooping cough, cholera, bubonic plagues and anthrax.

TIME ELEMENT means any type of loss which is measured, in whole or in part, by a period or the passage of time. TIME ELEMENT shall include, but are not limited to, Gross Earnings, Gross Profits, Business Interruption, Business Income, Extra Expense, Rental Insurance, Contingent Time Element, Contingent Business Interruption, Contingent Business Income, Contingent Extra Expense, Service Interruption – Time Element, Leasehold Interest, Commissions, Licensing Fees and Royalties, Ingress/Egress, Order of Civil or Military Authority, and Soft Costs. In the event that the language and/or terms used above to identify any TIME ELEMENT coverage is not an identical replication of the language/terms used in this policy, this will not negate application of this exclusion.

Electronic Data Endorsement A

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

a) This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils

Fire

Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any ELECTRONIC DATA contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed **USD 5,000,000** any one loss, incurred by the Assured in recreating, gathering and assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

NMA 2914

25/01/2001

Several & Not Joint Liability

The liability of the Insurer shall be several and not joint and is limited solely to the extent of Insurer's individual share. The Insurer is not responsible for the subscription of any co-subscribing insurer or reinsurer who for any reason does not satisfy all or part of its obligations.

Governing Law and Jurisdiction

The laws of the State of New York, without regard to its conflict of laws rules, that would cause the application of the laws of any other jurisdiction, shall govern the construction and interpretation of this policy.

The parties hereto do irrevocably submit to the exclusive jurisdiction of the Courts of the State of New York, and to the extent permitted by law, the parties expressly waive all rights to challenge or otherwise limit such jurisdiction.

Minimum Earned Premium

In consideration of the premium charged and subject to the terms, exclusions, limits and conditions of this policy, not in conflict herewith, it is agreed that the minimum earned premium due to the Company is **Twenty-Five percent (25%)** of the total invoiced annual policy premium, including any applicable taxes and surcharges, regardless of the actual term of this policy.

However, if this policy is canceled by the Company prior to the policy expiration date, the earned premium shall be computed pro-rata and the terms and conditions of this Minimum Earned Premium provision shall be null and void.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this provision is attached other than as above stated.

Service of Suit Clause

Service of process in any lawsuit, or mandated alternative dispute resolution (ADR) proceeding instituted against us may be made upon:

Legal Department
Swiss Re Corporate Solutions Elite Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105

The above party is authorized and directed to accept service of process on behalf of us in any suit or ADR proceeding, and/or, upon your request, agrees to give a written undertaking to you that he/she will enter a general appearance upon our behalf should a lawsuit, or ADR proceeding be instituted.

Further, pursuant to any law of any state, the District of Columbia, territory, or protectorate of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner, Director of Insurance, deputy, or department employee specified as attorney or agent for receipt of lawful service of process or ADR proceeding, in the law, instituted by or on your behalf or any beneficiary within this contract, the above is hereby authorized as our designee upon whom the service of process may be served.

Nothing contained herein shall limit or abridge the right to serve any process, notice or demand upon us in any other manner permitted or required by law.

Contingent Business Interruption Extension

It is understood and agreed that the following is hereby added to the policy with respect to the Business Interruption endorsement to which this endorsement is attached:

The Business Interruption endorsement attached to this policy is extended to insure against loss directly resulting from necessary interruption of business caused by direct physical loss or damage insured hereunder, to property not otherwise excluded, located on the premises of a direct supplier or at direct customer locations, provided that:

1. such physical loss or damage prevents:
 - a. such direct suppliers from supplying goods or services to the Insured; or
 - b. such direct customers from receiving goods or services from the Insured;
2. such direct suppliers have a contractual obligation with the Insured to supply goods or services to the Insured; or such direct customers have a contractual obligation with the Insured to receive goods or services from the Insured; and
3. such "location" of direct suppliers or direct customers is situated within the Policy Territory.

However, the providers of electricity, fuel, water, gas, steam, refrigerant or sewage disposal are not considered suppliers or customers for the purpose of this endorsement.

The Company's total liability under this provision shall be limited to the amount of the Limit or Sublimit of Liability for this endorsement as specified in the Declarations, as more fully described in the Limits and Sublimits of Liability Condition of this policy.

Defense Costs

This policy, subject to all of its provisions, also insures the costs and fees to defend any claim or suit against the Insured and/or its directors, officers and/or employees alleging direct physical loss or damage as insured against to property of others in the care, custody or control of the Insured to the extent of the Insured's liability therefore, even if such claim or suit is groundless, false or fraudulent; but this Insurer may without prejudice make such investigation, negotiation or settlement of any such claim or suit as it deems expedient.

Extra Expense

A. INSURING AGREEMENT

The policy to which this Time Element endorsement is attached is extended to cover the Extra Expense incurred by the Insured during a Period of Restoration. This Extra Expense must be caused by direct physical loss or damage insured against by this policy, to property not otherwise excluded by this policy, utilized by the Insured, and located at the Premises Described in the Declarations.

B. DEFINITIONS

The following terms, wherever used in the endorsement, shall be defined as follows:

1. Extra Expense

The term Extra Expense shall mean:

- a. the reasonable and necessary extra expenses incurred to temporarily continue as nearly normal as practicable the conduct of the Insured's business; and
- b. the reasonable and necessary extra costs of temporarily using property or facilities of the Insured or others.

At the end of the Period of Restoration specified elsewhere in this endorsement, any value remaining in property obtained in connection with a. or b. above shall be taken into consideration in the determination of the actual loss sustained.

In no event shall these expenses include loss of income, normal costs which would have been incurred in conducting the business during the Period of Restoration had no damage insured against occurred, or the cost of permanent repair or replacement of property that has been damaged or destroyed.

2. Normal

The term Normal shall mean the condition that would have existed had no damage of the type insured against occurred. In determining the indemnity payable under this endorsement, due consideration shall be given to the experience of the business before the loss and the probable experience thereafter had no loss occurred.

3. Period of Restoration

The term Period of Restoration shall mean the length of time as would be required, with the exercise of due diligence and dispatch, to rebuild, repair or replace such described property as has been lost or damaged with materials of like kind, size, capacity, and quality. It also includes such additional time required to make such property ready for operations under the same or equivalent physical operating conditions that existed prior to the direct physical loss or damage, unless otherwise provided in this endorsement. The Period of Restoration shall not include any additional time required for making changes to buildings, equipment or contents, regardless of the reason(s) for the changes, except as provided for in the Demolition and Increased Cost of Construction provision of the Additional Coverages section; nor does it include any additional time required for restaffing or retraining employees or for delay of any kind caused by labor disputes, including strikes.

The liability of the Company under this endorsement shall not be limited by the expiration of this policy.

C. EXCLUSIONS

This endorsement does not cover:

1. Any period during which business would not, or could not, have been conducted had direct physical damage to the Premises Described in the Declarations, as insured hereunder, not occurred.

2. Any Extra Expense incurred as a result of damage to finished products manufactured by the Insured, nor the time required for their reproduction.
3. Any Extra Expense incurred due to the suspension, cancellation or lapse of any lease, contract, license or order, nor any loss due to fines or damage for breach of contract or for late or non- completion of orders or penalties of whatever nature; nor shall the Company be liable for any Extra Expense incurred due to any other consequential or remote loss.
4. Any Extra Expense resulting from loss or damage to property in transit or property in the course of construction.
5. Any loss or damage caused by or resulting from errors or omissions in machine programming or instructions to machines; or computer error or malfunction of any kind or nature.

D. DEDUCTIBLES

In addition to the Deductible Condition of this policy, the following may also apply:

If a number of hours/days apply as a Time Element deductible, then this Company shall not be liable for any losses under this Time Element endorsement occurring during the specified number of hours/days immediately following the Occurrence.

If a multiple of the Average Daily Value deductible is indicated for Time Element coverage, then the deductible amount shall be calculated as follows. With respect to any loss or expense for which the Company would be liable under the Time Element coverage(s), there shall first be deducted the amount obtained by multiplying the Average Daily Value for the affected location(s) at the time of such loss by the factor shown in the Declarations of the policy.

1. If Time Element coverage is also provided under the Business Interruption Gross Earnings endorsement, the following shall apply.

The Average Daily Value will be determined by dividing the actual Gross Earnings less costs that would have been earned had no loss occurred by the actual number of working days, had no loss occurred, during the period of interruption, with due consideration being given to the experience of the business before the loss and the probable experience thereafter.

2. If Time Element coverage is also provided under the Business Interruption Actual Loss Sustained endorsement, the following shall apply.

The Average Daily Value will be determined by dividing the actual amount of net profits, fixed charges and expenses that would have been earned had no loss occurred by the actual number of working days, had no loss occurred, during the period of interruption, with due consideration being given to the experience of the business before the loss and the probable experience thereafter.

E. INTERRUPTION BY CIVIL AUTHORITY

This policy is also extended to include the Extra Expense incurred by the Insured, during the length of time, not exceeding two (2) consecutive weeks, when access to or from such Premises Described in the Declarations is specifically prohibited by order of civil or military authority. Such prohibition must be as a direct result of a peril not otherwise excluded to property of a type not otherwise excluded and located within one (1) mile of an insured location.

F. INGRESS / EGRESS

This policy is also extended to include the Extra Expense incurred by the Insured during the length of time, not exceeding two (2) consecutive weeks, due to prevention of ingress to or egress from the Insured, whether or not the premises or property of the Insured is damaged, provided that such prevention is a direct result of physical loss of the type insured by this policy, to the kind of property not excluded by this policy and located within one (1) mile of an insured location.

The Company shall not be liable for any loss resulting from lack of incoming or outgoing transmission of voice, data or video.

The Company's total liability under this provision shall not exceed the time and distance limitations shown above or, where specified, the time or distance limitations specified in the Declarations. However, if the Declarations shows a change to only one of the limitations (either time or distance) but not the other, the Company's total liability shall not exceed the limitations shown above for either the time or distance limitation not indicated in the Declarations.

G. USE OF OTHER PROPERTY

The Insured shall use any suitable property or service owned or controlled by the Insured or obtainable from other sources in reducing the Extra Expense incurred under this endorsement.

H. LIABILITY

The Company's total liability under this provision shall be limited to the amount of the Sublimit of Liability for Extra Expense specified in the Declarations, as more fully described in the Limits and Sublimits of Liability Condition of this policy.

Extra Expense Coverage Restriction

It is agreed that there shall be no recovery under this policy for any Extra Expense incurred in the generation, transmission, purchase, replacement, trading or distribution of electrical power.

Professional Fees

This policy is extended to cover the reasonable and necessary fees paid by the Insured to accountants, architects, auditors, and engineers (excluding the Insured's own employees), for producing and certifying any particulars or details contained in the Insured's books or documents, or such other proofs, information or evidence required by the Company resulting from insured loss payable under this policy for which the Company has accepted liability.

This extension does not cover such fees paid by the Insured to attorneys, independent or public adjusters, nor any of their subsidiaries, related, or associated entities either partially or wholly owned by them or retained for the purpose of assisting them.

The Company's total liability under this provision shall not exceed \$50,000 or, where specified, the Sublimit of Liability for Professional Fees shown in the Declarations, as more fully explained in the Limits and Sublimits of Liability Condition of this policy.

Service Interruption

This policy is extended to cover:

- a. the direct physical loss or damage, not otherwise excluded, to Property Insured hereunder caused by a service interruption; and
- b. if any Time Element endorsement(s) are attached to this policy, then this policy is extended to cover the necessary interruption of business conducted by the Insured as defined in any attached Time Element endorsement(s)

Coverage under this extension applies only if the loss or damage results from the lack of incoming electricity, fuel, water, gas, steam, refrigerant or from the lack of sewage disposal caused by a peril not otherwise excluded herein to property of a type not otherwise excluded herein, provided the duration of such interruption of service is in excess of twenty-four (24) consecutive hours.

It is further agreed that solely as respects the coverage provided by this extension, the following perils are deleted: contamination; shrinkage; evaporation; loss of weight; loss of contents of containers by leakage; extremes or changes of temperature or changes in relative humidity, all whether atmospheric or not; exposure to light; change in color or flavor or texture or finish; condensation; dampness; depletion; or spoilage.

However, coverage under this extension shall not apply to loss resulting from damage to tracks; trestles; bridges; tunnels; electrical transmission and distribution lines; line transformers; towers and poles; cables; pipes and pipelines; and equipment or apparatus connected therewith.

The Company's total liability under this endorsement shall not exceed \$100,000 or, where specified, the Sublimit of Liability for Service Interruption specified in the Declarations, as more fully explained in the Limits and Sublimits of Liability Condition of this policy.

**EXCLUSIONS – LOSS DUE TO AN ACT OF TERRORISM; LOSS
FROM CHEMICAL, BIOLOGICAL & RADIOLOGICAL EXPOSURE**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. Notwithstanding any provision in this Policy or the Followed Policy or any endorsement thereto to the contrary, this policy does not insure against any loss, damage, cost or expense caused by or resulting from any of the following, regardless of any other cause or event contributing concurrently or in any other sequence thereto:

- (1) Terrorism**, or any action in hindering, combating or defending against the same, regardless of who commits or threatens the commission of the act or acts, and regardless of any other cause or event contributing concurrently or in any other sequence thereto. As used in the foregoing sentence, "**Terrorism**" shall mean any act or threatened act of unlawful force or violence including, but not limited to, property destruction, murder, kidnapping, hostage-taking, hijacking, piracy or any other unlawful conduct which is dangerous to or destructive of human life, property or commerce, by any person or group of persons, whether acting alone or in concert with others, when such act reasonably appears to have been done or threatened for political, religious, ideological or similar purposes including, but not limited to: the desire to protest the actions, laws, policies or decisions of any government or sovereign power (de jure or de facto); the desire to destabilize, overthrow, coerce, intimidate, alter or eliminate any government or sovereign power (de facto or de jure); the desire to incite, intimidate or coerce a civilian population or any segment thereof; the desire to inflict economic loss upon, or disrupt any segment of one or more national or regional economies.
- (2) The unlawful possession, use, release, discharge, dispersal or disposal of any chemical, bacteriological, viral, radioactive or similar agents or matter** regardless of who is responsible for the act and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- (3) The unlawful possession, use, release, discharge, detonation, dispersal or disposal of any device or material capable of producing a nuclear reaction or the spread of radioactivity,** regardless of who is responsible for the act and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence thereto.

B. Exception Covering Certain Fire Losses

If direct physical loss or damage by fire results from a "certified act of terrorism" (unless committed by or on behalf of the Insured) to property insured by this policy that is located in a jurisdiction whose statutory law requires such resulting direct physical loss or damage to be covered by a standard fire policy, the "Company" will pay for the loss or damage caused by that fire, but only to the extent of the Actual Cash Value of the resulting direct physical loss or damage by fire to insured property, subject to all applicable policy provisions including the Limit of Liability on the affected property. Such coverage for fire applies only to direct loss or damage by fire to covered property. Therefore, for example, the coverage does not apply to insurance provided under Time Element, Business Interruption and/or Extra Expense coverage parts or endorsements that apply to those coverage parts, or to Leasehold Interest Coverage.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and the "Company" has met its insurer deductible under the Terrorism Risk Insurance Act, the "Company" shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

C. In any action, suit or other proceeding where the "Company" alleges that, by reason of any provision in this endorsement, some or all loss or damage is not insured by this policy, the burden of proving that such loss or damage is not excluded shall be upon the Insured.

All other terms and conditions of this policy shall remain unchanged. This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.



Memorandum

File #: 24-211

City Council Meeting

FROM: Bear Prairie, General Manager
DATE: Monday, April 29, 2024
DEPARTMENT: Idaho Falls Power

Subject

Idaho Falls Power Board Meeting Minutes - April 2024

Council Action Desired

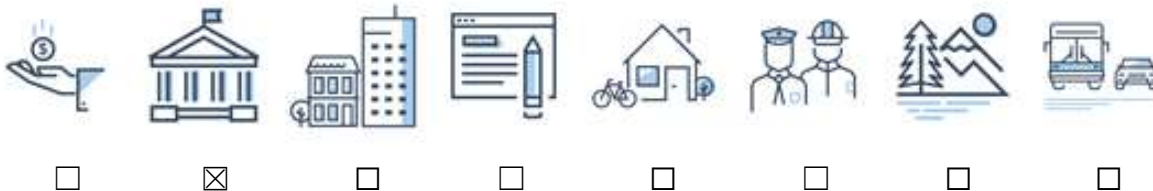
- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the Idaho Falls Power Board Meeting Minutes from April 10, 2024 (or take other action deemed appropriate).

Description, Background Information & Purpose

The Idaho Open Meeting law requires the governing body of a public agency to record and make written minutes publicly available for all public meetings.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The requested action is under Idaho Code § 74-205(1) and supports good governance by demonstrating sound management and promoting trust and transparency.

Interdepartmental Coordination

n/a

Fiscal Impact

n/a

Legal Review

n/a

April 10, 2024 Unapproved

The Idaho Falls Power Board of the City of Idaho Falls met Wednesday, April 10, 2024, at the Idaho Falls Power Boardroom, 140 S. Capital, Idaho Falls, Idaho at 7:45 a.m.

Call to Order, Roll Call, and Announcements:

There were present:

Mayor Rebecca L. Noah Casper
Board Member Lisa Burtenshaw
Board Member Michelle Ziel-Dingman
Board Member Jim Francis
Board Member John Radford (Joined via Zoom)
Board Member Jim Freeman
Board Member Kirk Larsen

Also present:

Bear Prairie, IFP General Manager (GM)
Stephen Boorman, IFP Assistant General Manager (AGM)
Michael Kirkham, City of Idaho Falls Attorney
Josh Roos, IFP Chief Financial Officer (CFO)
Wid Ritchie, IFP Customer Service Manager
Jim Burr, Partner at Chapman and Cutler (Joined via Zoom)
Ryan Bjerke, Partner at Chapman and Cutler (Joined via Zoom)
Linda Lundquist, IFP Board Secretary

Mayor Casper called the meeting to order at 7:48 a.m.

Calendar, Announcements, Events and Updates

Mayor Casper recognized Councilman Francis as the Association of Idaho Cities' (AIC's) newest Board Member. She thanked IFP staff for streamlining and managing the IFP Board meetings. She announced that IFP was honored this week at the American Public Power Association's (APPA's) Engineering and Operations (E&O) Conference for achieving their top RP₃ Diamond Designation. [The RP₃ designation, which is awarded every three years, recognizes public power utilities that demonstrate proficiency in four key disciplines: reliability, safety, workforce development, and system improvement. Criteria include sound business practices and a utility-wide commitment to safe and reliable delivery of electricity. Idaho Falls Power is one of 2,000 public power utilities in the United States. Less than six percent of public power utilities hold the diamond designation.] Mayor Casper announced that IFP will also be honored later in the week at the Northwest Public Power Association's (NWPPA's) E&O Conference for receiving their prestigious recognition for IFP's improvements in the workplace and employee safety in the *days away, restricted or transferred* (DART) category. [DART is a safety metric mandated by the Occupational Safety and Health Administration (OSHA). In 2023, Idaho Falls Power employees worked over 172,000 hours with only 18 hours of an employee being on restricted or light-work duty from an injury (which was a minor sprain). The Safety awards are based on a review of each utility's entry and the incident and severity rate of accidents over the past year. Idaho Falls Power put in place a safety committee five years ago that is empowered to bring together industry best practices along with collaboration throughout operations.] General Manager (GM) Prairie explained the tenets of IFP's employee-run safety committee and safety program and how the safety culture at IFP has drastically improved in only a few years. Board Member Freeman stated that there has been a lot of talk about shutting down power in the Western U.S. and how close the Northwest was to shutting power in the recent cold snap. Board Member Ziel-Dingman mentioned Maine's recent ballot initiative (which failed) to move their investor-owned utilities to public power/community-owned utilities. GM Prairie reminded the Board that the Idaho Falls community was forward-thinking then when they passed a \$48 million bond to rebuild the bulb turbine project in the late

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1970s with ninety-three percent (93%) approval. He reviewed the current draft of architectural drawings of the peaking plant. Board Member Radford gave an APPA Policy Makers Council (PMC) report and noted the U.S. House passed a bipartisan atomic energy bill that establishes various requirements to accelerate the deployment of nuclear energy technologies, such as advanced nuclear reactors. GM Prairie announced that the Hawk Radio station provided an appreciation lunch for IFP. He mentioned the *extra* four days of work the IFP staff and crews spent managing the recent massive snowstorm and pointed out that staff is continuing to hold after-action reviews and assessments. He pointed out that most of the outages had customers back online within an hour. Board Member Freeman attributed the city's having averted potentially longer-term and wider-spread outages to IFP's aggressive vegetation management. GM Prairie said the Westside substation has been experiencing some bumps and explained how IFP is working in coordination with the Idaho Falls Police Department (IFPD) in deploying their drones to inspect the overhead lines. He added that he's established a work order with IFPD to continue inspections as needed.

Peaking Plant Financing Discussion

Jim Burr, Partner at Chapman and Cutler reviewed the summary of the 2021 Paine Substation bond financing through the Idaho Energy Resources Authority (IERA). He commented that the financing was a spectacular success with only a one-point seven percent (1.7%) interest rate, which was bottom-level pricing coming out of COVID. Mr. Burr explained that it was at a 15-year financing plan, carrying an average of \$1.5 million in annual debt. He commented that the Bank of America (BoFA) underwriters did a nice job on the deal and only charged about \$150,000 for their underwriting fee. He said the heavy lifting this time around should be significantly less. Mr. Burr reviewed the 2024 financing considerations/options and mentioned that BoFA could again be utilized for the underwriting to avoid a costly and time-consuming request for proposal (RFP) that would also require hiring a financial advisor (FA) - which wasn't used in 2021. He said the payment schedule is optional and recommended a 15 to 20-year bond. GM Prairie pointed out that BoFA would need a formal agreement in place to engage. Board Member Larsen observed that a 20-year bond would be at a higher interest rate and Mr. Burr agreed that option would be about a 17-year average life at a *marginally* higher interest rate than a 15-year bond. GM Prairie added that he would recommend deferring payments for one to two years on the front end to help with costs which will coincide with fiber payments coming back to power's balance sheet to help with cash flow in two years. Mr. Burr explained the timeline to close by early October and GM Prairie said he expects to have a recommendation to the Board by mid-summer and mentioned the potential need to call a special meeting before August. There was discussion around hiring an FA this time or using the same process at the 2021 transaction. GM Prairie said he felt comfortable with the expertise of Mr. Burr and Mr. Williams at the IERA along with Josh Roos and that an FA would not be needed for this type of deal. Mayor Casper gave tacit approval for the plan and asked if Board Member Radford had any questions/concerns, he said the bond process worked well in 2021 and doesn't have concerns and asked if the bond could be refinanced down the road. Mr. Burr said the 2021 bonds can be refunded in 2031 (when called due) and said that refinancing the new project could be a possibility down the road. He said he expects there to be a lot of volatility in bond markets in the fall with elections and recommends getting in and out of the market very quickly to get the deal closed before the national election in early November. The board gave their approval to move forward without an FA and follow the same path as the last transaction in 2021.

Board Policy No. 4 (Utility-Wide Market Based Compensation) Review

GM Prairie asked if there was feedback/input regarding the policy and none was provided. The Board agreed to move the policy forward.

2024/25 IBEW Agreement Review

GM Prairie gave an overview of the negotiation process from this year and noted that the union feels the policy is fair and transparent. He commented that the union tries to nibble at steps in the positions as they don't like steps and prefer those workers, regardless of time in the position, get paid all the same from the

April 10, 2024 Unapproved

start. Board Member Francis asked how many steps are in each position and GM Prairie said four for union with 18-month intervals and eighteen for non-union but pointed out that step 12 is the target midpoint. Assistant General Manager (AGM) Boorman pointed out that employees are run through mid-year check-ins and annual evaluations and commented on how much time is expounded in this valuable and necessary process. Board Member Freeman asked how employees feel about the process, *particularly someone with a frozen pay rate* and GM Prairie explained in his estimation that the Milliman survey tool (which lags by a year) denotes a fair and transparent process and said he invites employees to bring forward information if they are seeing something different in the market. He explained the re-grading graphs and said that wages are around seventeen percent (17%) of IFP's budget and pointed out that a one or two-percent swing in the labor market isn't significant when compared to a bad week in the energy market. Mayor Casper said she appreciated the comparison. GM Prairie said the contract was approved by union members on April 3, 2024. He reviewed the change summary, including promotions and new positions, and explained the insurance true-up. Board Member Larsen asked about the tax implications and GM Prairie said the money remains tax deferred as it's deposited in the employees' health savings account. GM Prairie said that the non-union utility employees are also eligible for LineCo coverage and added that LineCo is receptive to insuring the *entire* utility. Board Member Francis explained his preference for voting on the contract in a City Council meeting (where public comment is on the agenda) versus in a Board meeting to comply with his understanding of Board Policy Number Two and is happy to review that policy in the next Board meeting. GM Prairie pointed out that union negotiations and Board and Council meetings are all public meetings, and he is open to affording opportunities for public comment either in Board meetings or moving the union contract action to a City Council meeting where there is public comment on the agenda. He said he prefers to vote in the Board setting, as city employees tend to cherry-pick the contract, but agrees that clarity is good. Board Member Francis said he now agrees that it's appropriate to vote on the union contract in a Board setting. Mayor Casper said the city has more transparency than ever before, and pointed out that many taxpayer dollars are spent trying to maintain transparency. GM Prairie offered that rewording the Board's agendas to accept public comment could be considered. Board Member Francis implored it's important to follow policy and reiterated that he looks forward to reviewing Board Policy Number Two in May.

It was moved by Board Member Freeman and seconded by Board Member Larsen to accept and approve the 2024/25 IBEW Local Number Seven Agreement and give authorization to the Mayor to execute the contract. The motion passed unanimously with Board Member Radford voting electronically.

IFP Strategic Plan Final Review

GM Prairie reviewed Board Member Francis' edits and worked with the Board to finalize the new design of the plan. He said the new design presents a better visual representation, sitting under IFP's mission statement and Board Member Burtenshaw said she agreed and pointed out that the entire city adopted the structure.

BPA 2028 Contract Update

GM Prairie reviewed the *Provider of Choice Timeline* and explained their product offerings and proposed changes to *Day Ahead Pricing* and how everything is verified and tracked back to IFP. He said there should be new contracts in front of utilities for their review in January 2025. Board Member Francis asked about the record of decision (ROD) and whether it's final. He said there were 450 pages of comments submitted in the ROD, including IFP's desire to get credit for the bulbs and explained that the bulbs were not a new resource within the contract timeframe, and pointed out that they've always been a BPA-funded resource. GM Prairie said the contract will be a 19-year contract with 16 years of power deliveries and summarized that BPA is offering predominantly the same products but is working on design changes. He explained BPA's desire to regain control in this area, especially with the load-following customers. Board Member Burtenshaw asked why utilities are letting entities like UAMPS manage the process for them and GM

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Prairie said most utilities don't care because they don't have generation and they rely on joint operating entities or BPA through the load following product to manage their power supply and pointed out that most utilities the size of IFP don't manage their power supply like IFP does. He said that BPA affirmed they will continue their transfer service against the Tier I pool and pointed out that if IFP develops additional resources outside of IFP's service area, BPA says they will cover transfer costs up to 41 megawatt hours (MWh) per year, per contract. He said that he and Mr. Morgan are participating in rate design meetings over the next several months and there will be more details on product and rate design forthcoming. GM Prairie explained that IFP's load growth shows up in Tier II which is a change and that customers are going to have to elect how much of their load growth they put on BPA at the start of the contract.

Electric Vehicle Charging Update

Mr. Roos reviewed the top ten states adopting electric vehicles (EVs) and pointed out that the adopting states tend to be the states surrounding Idaho (presumably traveling to/from Jackson/Yellowstone). He explained how the length of charging translates to the levels of charging. GM Prairie pointed out that the potential load for each charging station is huge at about .5 megawatts (MW) for level 3 charging. Mr. Ritchie said Idaho Falls Power received two of the forty-seven Department of Transportation (DOT) Charging and Fueling Infrastructure (CFI) grants that were awarded across the country to help build out the charging infrastructure. Mr. Roos explained the Federal cost share (\$3,002,856) and IFP's cost share (\$750,714) to build out four locations in Idaho Falls. [There will be six charging ports at each of the 4 stations - all containing 2 Level III charging ports and 4 Level II charging ports per station.] GM Prairie pointed out that the stations will be *for pay*. Mr. Roos said the utility intends to keep the pricing below competing stations. He explained that the locations were selected in part because funding requires there to be a restroom nearby (open 24 hours) and pointed out that the selected locations will be upgraded including paving and lined spaces. Board Member Larsen asked if the stations would have Tesla charging and Mr. Ritchie said they would have both charging capabilities with adapters at the chargers. He mentioned the new charger lead time is expected to be four to six weeks. Mr. Roos gave the timeline for executing the contract which he anticipates will be brought to City Council sometime in late June 2024 with construction likely beginning in October 2024. He said that Idaho Falls Power was awarded a Department of Energy (DOE) Fellowship Grant, which is a 2-year program for grant administration, and noted that Associate Principal Deputy Assistant Secretary Alejandro Moreno for the Office of Energy Efficiency and Renewable Energy at the U.S. Department of Energy will help aid in the grant's request for proposal (RFP) process and also assist with future studies and analysis of the stations on how usage could affect future programs.

Fire Mitigation Plan Update

AGM Boorman reviewed IFP's Fire Mitigation Plan and pointed out that multiple large utilities are in bankruptcy or danger of bankruptcy due to wildfire. He said that IFP's infrastructure is at low risk for wildfire and added that Idaho utilities are working on wildfire legislation. He explained how IFP has developed a draft plan/procedure but expects changes in the next year to match new state legislation. He highlighted the procedures/actions that IFP can and will be taking in coordination with emergency services and Bonneville County and pointed out the preventative actions IFP is *already taking* like IFP's robust vegetation program, bird guards, and wire grounding. AGM Boorman explained the advantages/disadvantages of public safety power shutoff (PSPS) and pointed out the importance of line inspections before re-energizing.

Utility Reports

Generation — GM Prairie said that Aalo Atomics has approached IFP with a concept to build in IFP's research park in partnership with a 30,000 by 40,000 square foot (sq ft) building for their non-nuclear prototype. Board Member Burtenshaw said she is not as altruistic and views the project as a very big deal if it comes to fruition. The Board agreed to authorize GM Prairie to liaise with the groups involved. Mayor Casper advised the Board to voice any concerns to GM Prairie.

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There being no further business, the meeting adjourned at 11:50 a.m.

s/ Linda Lundquist

Linda Lundquist, BOARD SECRETARY

s/ Rebecca L. Noah Casper

Rebecca L. Noah Casper, MAYOR

File #: 24-212

City Council Meeting

FROM: Bear Prairie, General Manager
DATE: Monday, April 29, 2024
DEPARTMENT: Idaho Falls Power

Subject

Altec 60' Digger Derrick - Model D3050H

Council Action Desired

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

Approve the purchase of the Altec 60' Digger Derrick Model No. D3050H for a Sourcewell price of \$410,613.00 (or take other action deemed appropriate).

Description, Background Information & Purpose

This purchase will replace unit #3010, a 2009 Digger Derrick that is approaching its useful life and scheduled for replacement. Leadtime for this equipment is two to three years and is included in our upcoming planned capital budgets for equipment replacement.

Alignment with City & Department Planning Objectives



This action supports our readiness for reliable public infrastructure and transportation by acquiring new equipment that replaces aging equipment that is past its useful life. This action supports the value proposition of IFP's Strategic Plan concerning a responsive workforce and reliable service.

Interdepartmental Coordination

Idaho Falls Power and the Legal Department.

Fiscal Impact

This purchase is in our capital plan and capital fund.

Legal Review

The Legal Department concurs this action is appropriate.



Quote Number: 1501783
Opportunity Number: 23076908
Sourcewell Contract #: 110421-ALT
Date: 12/6/2023

Quoted for: City of Idaho Falls
Customer Contact: Brandon Lerwill
Phone: / Email: 208-390-8752 / blerwill@ifpower.org

Quoted by: Michael Alegria
Phone: / Email: 509-590-5615 / Mike.Mattson@Altec.com
Altec Account Manager: Mike Mattson

REFERENCE ALTEC MODEL		Sourcewell Price
D3060E	60' Digger Derrick	\$353,741

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	D3060E-DAA	Remove Upper Controls and Additional Accessories	-\$5,339
2	D3060E-RF	RotaFloat	\$1,709
3	D3060E-US50	50' Sheave Height (D3050E)	-\$1,283

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	AS-V	Additional Shelf With Removable Dividers on 4 Inch Centers - Vertical Compartment (x6)	\$1,278
2	BK	WATER CASK (Includes Bracket)	\$428
3	CH	Cone Holder, Fold Over Post Style	\$415
4	EH	ENGINE BLOCK HEATER OEM. 110-VAC	\$142
5	E-TRACK	E-track mounted on body (per strip)	\$292
6	ISG	Inverter Storage Inside of Body Compartment with Guard	\$866
7	POP1	Plastic Outrigger Pad, 24" x 24" x 1" (2-Pairs)	\$1,194
8	PSW11	Inverter with minimum 2000W 120V @ 16A pure sine wave output, hardwired to outlets and 12VDC input	\$2,972
9	SL	COMPARTMENT LIGHTS in Body Compartments - Strip LED (X7 Compartment)	\$1,554
10	T40	REEL;HYDRAULIC;ONE 0.38 IN HOSE;ONE 0.50 IN HOSE;50 FT CAPACITY;50 FT INCLUDED;2 HOSES TOTAL;HANNAY;SPRING REWIND	\$2,035
11	UHPP	UHPP - Hydraulic pole puller. Used to pull poles for replacement.Comes with 7' of 1/2" high tensile chain and a base. Powered bylower tool circuit at 8 gpm.	\$2,592
12	UHT	UHT - Hydraulic tamp. With kidney-shaped head used for back-filling a pole hole. Comes with 3' hose whips and a 3' handle. Powered by lower tool circuit at 8 gpm. Provides 1600 blows perminute with a 2 1/2" stroke.	\$3,282
13	VRI	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure (qty 2)	\$730
14	MHC	MOUNTED HYDRAULIC CAPSTAN.	\$7,422
15	50-HR	50' of 3/8" Air Line Hose & Reel	\$1,166
16	LTC	LOWER TOOL CIRCUIT	\$561
17	SPOT6	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote (QTY 2)	\$2,132
18	TBE	ELECTRIC TRAILER BRAKE CONTROLLER. Controls Trailers with Electric Brakes, Wired to 7-Way Plug Next to Pintle Hook	\$475
19	FE	POWER EQUIPMENT (Power Locks and Power Windows)	\$1,381
20	DSS2	DRIVER AND PASSENGER AIR OPERATED SUSPENSION SEATS	\$1,508
SOURCEWELL OPTIONS TOTAL:			\$381,253

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	D3050H ILO D3060E, snap cover for control panel, Pacificorp Boom Tip Phase Lifter Assembly, E/H outrigger controls	\$15,634
2	UNIT & HYDRAULIC ACC	24" DIA carbide teeth auger, two part line attachment with combination downhaul weight and swivel hook, spool with protective sheath, and snatch block, cathead, cathead storage, auxiliary tool power, long tool storage	\$7,230
3	BODY	Custom body	\$24,848
4	BODY & CHASSIS ACC	Riding seat access steps, wire reel storage, pendulum retainers	\$2,863
5	ELECTRICAL	Whelen Vertex amber strobes, Whelen Vertex corner strobe system, Vision X spot lights, 100ft reel type extension cord, charge guard	\$11,858
6	FINISHING	Finishing paint, non-skid, inbound freight, inspection	\$28,920
7	CHASSIS	Custom chassis	-\$25,000
8	OTHER	Altec MY Adjustment	-\$40,824
OPEN MARKET OPTIONS TOTAL:			\$25,529

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$406,782

Delivery to Customer: \$3,141

Extended Warranty Travel (Day 91-365): \$690

FET (To be determined at time of invoicing):

TOTAL FOR UNIT/BODY/CHASSIS: \$410,613

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model year beyond the current open order bank, should be considered estimates only. Altec's turn-key pricing is subject to change in accordance with chassis pricing received from the OEM. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM and that chassis price difference will be passed through to the customer.

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than 15 months ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

BUILD LOCATION: Dixon, CA

December 6, 2023
Our 94th Year

Ship To:

CITY OF IDAHO FALLS
2530 HEMMERT
IDAHO FALLS, ID 83401
US

Attn: BRANDON LERWILL
Phone: 208-3908752
Email: blerwill@ifpower.org

Bill To:

CITY OF IDAHO FALLS
ATTN CONTROLLER OFFICE
PO BOX 50220
IDAHO FALLS, ID 83405
United States

Altec Quotation Number: 1501783 - 3
Account Manager: Mike Mattson
Technical Sales Rep: Michael Stephen Alegria

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	ALTEC Model D3050H; 50 foot Digger Derrick with hydraulic extending full capacity intermediate and upper booms. Built in accordance with standard specifications and to include the following features: A. Pole Setting Sheave Height: 49.6 feet. B. Maximum Horizontal Reach from centerline of rotation: 40.2 feet. C. Digging Radius from centerline of rotation. Minimum: 18.7 feet, Maximum: 28.7 feet. D. Lift Capacity at 10 Ft. Radius: 15,479 lbs. (Without optional equipment installed). See complete load chart for capacities with installed options. Designed and tested to meet safety factors in accordance with ANSI 10.31. E. Boom Articulation: -15 to 80 degrees. F. Insulated, 46 KV and below. G. Continuous Rotation: with planetary drive gearbox. H. Side Load Protection: helps prevent overload conditions on rotation system due to excessive side load. I. Hydraulic Overload Protection (HOP) System: activates when the unit is exposed to an overload condition. System prevents actuation of all functions that could increase the overload condition. System automatically resets when overload condition is relieved. - Boom Lower - Intermediate Boom Extend - Third Stage Boom Extend - Winch Raise - Digger Dig J. Load Indicator Gauge: located at the main control panel, displays the percentage of total allowable lifting capacity being utilized. By use of this gauge, the operator is aware of the hydraulic and structural design rating of the derrick and proximity to the limits during operation. K. Pilot Controls: Intuitive full hydraulic pilot controls with superior metering. Pilot operated proportional controls offer a full hydraulic system with multi-functioning and metering. Pilot controls offer consistent unit operation and ease of diagnostics.	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
L.	Manual override of hydraulic controlled boom, winch, and digger functions at the main control valve.		
M.	Proportional Hydraulic Control System: Closed Center Hydraulic control valve for boom, winch, and digger functions are operated and controlled by a proportional pilot system which provides full metering and feathering characteristics.		
N.	Hydraulic System: Closed Center hydraulic system with maximum flow of 46 gpm for simultaneous operation of multiple functions. Flow is provided by a variable displacement, pressure compensated, piston pump. This 'flow on demand' system optimizes the overall system efficiency. System is designed with compensators in each valve section for smooth transitions between functions. Maximum system pressure is 3000 psi. Because flow is provided by a single source (piston pump), maximum flow is available to any combination of functions including simultaneous operation of the boom and digger/winches functions and flow combining is not necessary.		
O.	Fiberglass hydraulic upper boom and boom tip with provision for platform attachment.		
P.	Transferable Hydraulic Pole Guides and Steel Boom Flares at the boom tip with adjustable alignment guides. Pole guides are hydraulically powered for open, close, and tilt.		
Q.	Pole Guide Tilt Interlock: Prevents the upper boom from extending when the transferable guides are attached to the intermediate boom until the proximity sensors detect that the guides are tilted all the way up and out of the way.		
R.	Bearings: All extending booms utilize self lubricating, low friction, slide bearings.		
S.	Boom Stow Protection System: A proximity switch on main boom detects the boom support as the boom is being stored and limits the boom down function to avoid excessive down force into the stow.		
T.	Auger Stow Protection: Limits the upward travel of the auger as it reaches the top of the auger stow latch to prevent an over-stow condition.		
U.	Two-part load line attachment point on the intermediate boom.		
V.	Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion.		
W.	Structural Warranty: all of the following applicable major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntable.		
X.	Manuals: Two (2) operator and Maintenance/Parts manuals.		
2.	Pilot Control System	1	
3.	5 Rear Mount Over Rear Axle available on all units	1	
4.	31 - Foot throttle. Included when Altec Opti-View Control Seat is selected.	1	
5.	No hard wired upper controls and NO TOOL CIRCUIT at boom tip	1	
6.	Audible HOP Indicator	1	
7.	8 - Turntable Winch	1	
8.	11 - Normal winch speed (15,000 lbs)	1	
9.	94 - Digger, Two-Speed Mechanical Shift, 12,000 ft-lbs, includes all of the components necessary to operate digger, installed	1	
10.	2.63 in Hex Output Shaft With 2.63 in Hex Extension Shaft	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
11.	88 - Digger - right-hand storage, viewing from boom tip - streetside for rear and corner mount, curbside for behind cab mount - normal. Includes Auger Overstow Protection System	1	
12.	Dedicated digger shake command that provides rapid dig/clean reversing function for quick and convenient auger cleaning.	1	
13.	175 - ANSI use criteria, Digger Derrick use only (no Personnel Handling)	1	
14.	Standard Pole Guides for 18.00 in Dia Pole Maximum	1	
15.	No Derrick Tong Protectors	1	
16.	Single handle controller, full view riding seat, installed on curbside of turntable, includes one T-handle, 3-function controller and foot throttle.	1	
17.	999 - Custom Outrigger Controls E/H outrigger controls	1	
18.	Hydraulic Side Load Protection: relieves overload conditions by allowing rotation system to back drive.	1	
19.	134 - Altec RotaFloat™ System. Activating this switch while digging frees the booms to rotate, thus eliminating one of the many functions needed to install screw anchors. Includes alarm and visual indicator	1	
20.	47 - Outriggers, Three-Stage A-Frame - fold-up shoe, with 165 maximum spread for use as auxiliary or primary outriggers	1	
21.	451 - Outriggers, A-Frame, Folding Shoe, 153" Max Spread, approx. 1325 lbs installed	1	
22.	Powder coat unit Altec White.	1	
23.	Additional Unit Option Pacificorp Boom Tip Phase Lifter Assembly: - Removable Pole Claw - Proportional 10 ft Phase Arm, 4" x 6" Round - Four (4) wire holders - Pivot Attachment to fit round jib, Base swivels 360 degrees in 45 deg. increments. - Two (2) Load Charts for hot arm assembly, one (1) installed at control station on boom, and one (1) installed rear of truck curbside, aluminum and riveted.	1	
24.	Additional Unit Option Snap on Cover for control panel.	1	
<u>Unit & Hydraulic Acc.</u>			
25.	Carbide Teeth Auger 24 Inch DIA With 2-5/8 In ch Hex X 104 Inch L (Painted Black)	1	
26.	Winch Rope For Turntable Winch 115 Ft Long x 1.13 Inch Dia	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
27.	Rigging Custom Opiton 1 Include: -Two Part line attachment including one (1) shackle, pin and klik pin. -Combination downhaul weight and swivel hook -Spool with protective sheath -Snatch block	1	
28.	D2/3/4000 Series Derrick (Rigid)	1	
29.	Subbase Blocks	1	
30.	Insert Subbase Side Tube Storage Stop for Both Tubes At 10 Ft	1	
31.	Subbase Storage With Drop Down Door (Paddle Latch) At Rear Notched for Tool Storage, 8 Inch High notch to be on CS of storage	1	
32.	Temperature Sight Gauge (FA Supplied)	1	
33.	60 Gallon Reservoir, Sight/Temperature Gauge, SAE Fittings	1	
34.	Hydraulic Oil, HVI-22 (Standard)	75	
35.	Standard Pump for PTO	1	
36.	Muncie PTO	1	
37.	Hot Shift PTO (for Automatic Transmission)	1	
38.	Standard Altec PTO/Transmission Functionality with Park Brake Auto Neutral for Allison Automatic Transmissions: -Once the PTO switch is on, the Parking Brake is engaged, and the transmission is in a near stationary condition (i.e., below 5 mph) the transmission will be forced to neutral, and PTO will engage.	1	
39.	Standard Parking Brake Machine Interlock: Parking (holding) brake must be set before machine is operable.	1	
40.	Hydraulic Capstan, Braden PCD24B, 30 GPM, 6000 LBS Installed curbside in rear tailshelf with control at rear near curbside. -Manual throttle control and an e-stop installed for accessibility by operator when working capstan.	1	
41.	Cathead General Purpose Capstan Head (Ductile Iron) 7" Diameter Steel Capstan Head, Braden #51551	1	
42.	Capstan Head Storage Storage located rear of pedestal	1	
43.	Collapsible Reel (CR Reel) (Utility Tool And Body Co. #176-A-78)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Installed front of pedestal		
44.	Capstan Control, Remote Mounted, Electrohydraulic, Single Axis Control Lever (Meterable)	1	
45.	Altec recommends any connection made to the tool circuit be done with Non-Conductive hose. If ordering a Hose reel, Altec recommends ordering a hose reel with Non-Conductive hose. The lower tool circuit hoses may be, or become, conductive. Death or serious injury could occur if the unit becomes energized while lower tool circuit is in use.	1	
46.	Install Tool Circuit For Hose Reel Below Rotation (Male Pressure, Female Return)	1	
47.	50 Ft Non-Conductive Hose Kit, Orange, Includes Quick Disconnects And Dust Caps (Male Pressure, Female Return) (Altec Preferred)	1	
48.	Set Of 10 Ft Non-Conductive Hoses And Couplings For Hydraulic Tools	1	
49.	Hydraulic Pole Tamper Custom Option 1	1	
	Details:		
	-Pole tamp to have 7ft handle		
50.	Hydraulic Pole Puller, 5/8 Inch Chain, Puller Plate (Seabee #PD-2784)	1	
51.	Storage Bracket for Hydraulic Pole Puller, Mounted on Outrigger	1	
	Install on front CS outrigger		
52.	Hydraulic Hose Reel, Spring Loaded, Hannay N616 Series, 50 Ft Hose Capacity (Standard) (Cannot Be Mounted Horizontally)	1	
	mounted center of tailshelf		
53.	Electro/Hydraulic Outrigger Valve Installation, Derricks	1	
54.	Unit Installation Components.	1	
55.	Additional Unit/Hydraulic Accessory	1	
	Auxiliary Tool Power, include:		
	-Auxiliary tool circuit valve to be located with outrigger valves near curbside		
56.	Additional Unit/Hydraulic Accessory	1	
	Long Tool Storage behind the cab.		
	<u>Body</u>		
57.	Altec Body	1	
58.	Steel Body	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
59.	Body Is To Be Built In Accordance With The Following Altec Standard Specifications: A. Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel. B. All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door. C. Heavy-Gauge Welded Steel Frame Construction. D. Integrated Door Header Drip Rail At Top For Maximum Weather Protection. E. Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened. F. Steel Treated For Improved Primer Bond And Rust Resistance. G. Automotive Type Non-Porous Door Seals Fastened To The Door Facing. H. B-Line Channel Installed In Compartments	1	
60.	Smooth Galvanneal Steel Floor	1	
61.	Platform Line Body	1	
62.	Finish Paint Body Altec White	1	
63.	Undercoat Body	1	
64.	Approximate Body Length (Engineering to Determine Final Length) 192"	1	
65.	96" Body Width	1	
66.	46" Body Compartment Height	1	
67.	18" Body Compartment Depth	1	
68.	Custom Body Cargo Retaining Option 8"H Fold Down Fence, CS along edge of bed from steps to rear of truck, - Transverse Rail Section at curbside access steps to be removable to allow adjacent rail to fold.	1	
69.	Gripstrut On Curbside Compartment Tops	1	
70.	Gripstrut On Streetside Compartment Tops	1	
71.	Adhesive Strip Lighting (LED) Around Top And Sides Of Compartment Door Facings	7	
72.	Stainless Steel Rotary Paddle Latches With Keyed Locks	7	
73.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
74.	Standard Master Body Locking System	7	
75.	Gas Prop Rigid Door Holders On All Vertical Doors	1	
76.	Chains On All Horizontal Doors	1	
77.	Two Chock Holders On Each Side of Body With Retaining Lip In Fender Panel	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
78.	Hotstick Shelf Extending From Rear Of Third Vertical To Rear Of Body On Streetside Streetside, 1st Horizontal to end of body	1	
79.	Standard Drop-Down Hotstick Door For One (1) Shelf On Streetside, Stainless Steel Slam Paddle Latch With Keyed Lock	1	
80.	1st Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	2	
81.	1st Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	2	
82.	1st Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	2	
83.	1st Vertical (SS) - Inverter Storage Inside Of Body Compartment With Guard And Provisions For Remote GFCI Receptacle (Mounted On Top Shelf Unless Otherwise Specified)	1	
84.	2nd Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	3	
85.	3rd Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	3	
86.	1st Horizontal (SS) - Custom Shelf Option Adjustable Shelf with Removable Dividers On 6" Centers	1	
87.	2nd Horizontal (SS) - Custom Shelf Option Adjustable Shelf with Removable Dividers On 6" Centers	1	
88.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	2	
89.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	2	
90.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	2	
91.	1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	2	
92.	1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	8	
93.	1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	2	
94.	1st Vertical (CS) - First and Second Verticals Combined, Opened With Two (2) Overlapping Doors 48"W	1	
95.	3rd Vertical (CS) - Treadplate Access Steps w/ Two (2) Sloped Grab Handles, Chain Storage (Keyed Lock) Details: -Left grab handle to be U shaped ILO of sloped -Grab handle at left side of CS access is to be removable and pin for securement.	1	
96.	4th Vertical (CS) - Flatbed Extends From The Rear Of The Third Vertical To The Rear Of The Body On The Curbside	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
97.	D-Ring Recessed In Body Floor 360 Degree Rotation Details: -Inside cargo area, spread evenly -SS forward D ring will be inboard of hydraulic tank just enough to be functional	8	
98.	Custom Flatbed Tailshelf Dimensions/Material 40"L	1	
99.	Smooth Galvanneal Steel Tailshelf	1	
100.	Custom Steel Ladder Storage 120 In Flat Steel Ladder Rack to include: -Back Stop -Roller At Rear -Retaining Brackets -Strap -21" Clear Interior Width -Mounted Flush At Rear, Overhung Toward Cargo Area -To hold 16ft Extension Steel Ladder ENG ref prior run 1225443	1	
101.	Additional Steel Top Opening Storage Box Top Opening Box for Bolt Storage: -28"L x 19"W x 6"H -Able to accommodate bolt sizes of 10", 12", 14", 16", and 18" -Four (4) dividers to separate different size bolts from each other. -Lid should be able to be locked -P/N 991536666	1	
102.	Steel Open Top Storage Bin, Punched Metal 8"H punched metal basket, installed on top of 1st SS and CS verticals -Installed on risers and extending across the front of the body. -Bin to be fastened with bolts for easy removal and to allow access to hydraulic tank below. -Lifting eyes should be placed on each corner of bin.	1	
103.	E-Track Installed On Curbside Interior Cargo Wall, Mounted As High As Possible 46"L	1	
104.	E-Track Installed On Streetside Interior Cargo Wall, Mounted As High As Possible 184"L	1	
105.	Swiveling J-Hook, For Use With E-Track System	12	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
106.	Additional Body Option Washer Rack, installed curbside rear portion of body behind rear outrigger Dimensions -21" W x 12" H, recessed 6" into body. -Six (6) 3/8" diameter rods x 10" H installed vertically and spaced evenly in allowable space.	1	
<u>Body and Chassis Accessories</u>			
107.	Set of Safety Chain D-Rings	1	
108.	Swivel Style Pintle Hitch (30,000 LB MGTW with 6,000 LB MVL), 6-Bolt Mount (T-100 Style)	1	
109.	ICC Underride Protection	1	
110.	Glad Hands at Rear, Straight (Standard) (Includes Dust Covers)	1	
111.	Cable Step Installed at Rear, Double Step with Rigid Top Step	2	
112.	Install Interim (Toe) Step(s) at Rear As Needed	2	
113.	Rigid Step, Mounted Beneath Side Access Steps (Installed to Extend Approx. 2 Outward)	1	
114.	Riding Seat Access Option 1 Long step for riding seat access on c/s of bed area	1	
115.	U-Shaped Grab Handle installed rear for three point access, both sides	4	
116.	Mounting Brackets for Lights, Located on Lower Boom Rest	1	
117.	Lower Boom Rest	1	
118.	Plastic Outrigger Pad, 24 x 24 x 1 with Handle (Reforge/Altec Preferred)	4	
119.	Outrigger Pad Holder, 25 L x 25 W x 3 H Fits 24.5 x 24.5 x 2 and Smaller Pads Bolt-On Bottom, Washout Holes with 3/4 Inch Lip Retainer, Steel Install in the following locations: -Two (2), one (1) each side under first verticals -Two (2) at rear, one (1) under each side of tailshelf oriented vertically	4	
120.	Chain Retainers for Outrigger Pad Holders To be used for pad holders under the tailshelf.	2	
121.	Pendulum Retainers for Outrigger Pad Holders To be used for pad holders under the 1st verticals.	2	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
122.	Outrigger Control Guards, Underhung Tailshelf Mount (Altec Preferred)	1	
123.	Wheel Chocks Rubber with Metal Hairpin Handle 9.75 L x 7.75 W x 5 H (Pair) (Altec Preferred)	2	
124.	Fold Over, Post Style Cone Holder (Holds up to four 15 x15 large cones) Mounted on SS front outrigger	1	
125.	Water Cask, 3 Gallon (Plastic)	1	
126.	Water Cask Bracket for 3 Or 5 Gallon Water Casks (Wire Type) (Altec/Stock Preferred) Details: -Installed on top of tailshelf CS. -Bracket to be installed elevated off tailshelf so that spout of cask is accessible with retainers in the up position	1	
127.	Wire Reel Storage Bracket Option 1 Reel Bracket to accommodate two (2) 4" X 12" reels, installed SS tailshelf	1	
128.	Triangular Reflector Kit (Contains 3 Reflectors), Shipped Per DEPS 042	1	
129.	Slope Indicator Assembly (Pair) for Machine with Outrigger	1	
130.	Vinyl Manual Pouch for Storage of All Operator and Parts Manuals	1	
<u>Electrical Accessories</u>			
131.	Compartment Lights Wired to Dash Mounted Master Switch in Chassis Cab	1	
132.	Lights And Reflectors In Accordance With FMVSS 108 (Complete LED)	1	
133.	Strobe Beacon Amber LED with Brush Guard (Standard) (Tecniq #K10-AAAD-1) Class II (Permit May Be Required) (Altec/Stock Preferred) Install one (1) each side of boom rest.	2	
134.	Strobe Light Option Flashing Whelen Vertex amber LED strobes: -Installed on the side of the body about mid-way back, one CS & one SS -Wired to strobe switch in cab	2	
135.	Strobe Lighting, Amber, LED, Two (2) Surface Mounted Lights In Front Grille, Class II (Permit May Be Required)	1	
136.	Corner Strobe Systems Option Install two (2) Whelen Vertex Amber Lights in rear tailshelf in same location where FMVSS 108 would be.	2	
137.	Spot/Flood Light (LED) Option	3	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Cargo lights, Vision X XIL-UF32:		
	-One (1) located on pedestal to light up tailshelf		
	-One (1) located on boom rest to light up cargo area, switch in cab		
	-One (1) recessed in light channel inboard of CS round strobe.		
138.	Remote Spot Light, LED, Permanent Mount, With Programmable Wireless Remote (Go-Light #30004ST)	2	
	mounted behind cab, one on each side		
139.	Dual Tone Backup Alarm With Outrigger Motion Alarm	1	
140.	Altec Standard Multi-Point Grounding System	3	
141.	7-Way Trailer Receptacle (Blade Type)	1	
142.	Relocate Trailer Receptacle Supplied With Chassis	1	
	Located CS of Pintle		
143.	Altec Standard Trailer Plug Wiring	1	
144.	Trailer Brake Controller Option	1	
	Electric Trailer Brake Controller (Tekonsha Voyager #9030)		
145.	Altec Modular Panel System (AMPS) - Includes Mounting Panel And Accessory Switches	1	
146.	Inverter Option	1	
	2000 watt inverter, 120VAC, installed in SS 1st vertical		
147.	Inverter Wired Battery Hot To Switch Mounted In Chassis Cab	1	
148.	Electrical Receptacle, 120 Volt, GFCI, Includes Weather-Resistant Enclosure	1	
	Located in SS first vertical at the left hand wall		
149.	120 Volt Non-GFCI Receptacle Includes Weather-Resistant Enclosure Requires at least 1 GFCI Receptacle	1	
	Located in the CS access at the right hand wall		
150.	GFCI Receptacle Hardwired To Protect Additional Non-GFCI Receptacles	1	
151.	Electrical Receptacle (120 Volt) Option	1	
	Reel Type Extension Cord, 100 ft, 12/3 with ground plug, Hannay Reels #NSCR 716-23-24-15 or approved equal.		
	-installed behind pedestal next to hose reel.		
152.	Pre-Wire Power Distribution Module (PDM-10), 10 Accessory Circuits, CAN Signals, Installed	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
153.	Battery Protection Device (Charge Guard), Installed To Turn Off Accessory Loads To Protect The Chassis Battery For inverter and accessories so that chassis battery does not run down.	1	
<u>Finishing Details</u>			
154.	Front and Rear Frame Mounted and Under Body Mounted Components (With the Exception of Rust Resistant Components) Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards)	1	
155.	Powder Coat Unit Altec White	1	
156.	Finish Paint Body Accessories Above Body Floor Altec White	1	
157.	Apply Non-Skid Coating (Black) to All Walking Surfaces DEPS 057	1	
158.	Cargo Coating Option 1 Black bedliner on front of body for protection from road debris	1	
159.	Placard, Engine Block Heater	1	
160.	Safety and Instructional Decals English	1	
161.	Vehicle Height Placard Installed In Cab DEPS 002	1	
162.	HVI-22 Hydraulic Oil Placard	1	
163.	Dielectric Test Unit According to ANSI Requirements	1	
164.	Stability Test Unit According to ANSI Requirements	1	
165.	Regional Build	1	
166.	Delivery Of Completed Unit	1	
167.	Inbound Freight	1	
168.	As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024)	1	
169.	Completed Test Forms To Be Included In The Manual Pouch: -Stability Test Form -Dielectric Test Form (For Insulated Units)	1	
170.	Pre-delivery/Customer Validation Inspection Required - Onsite	1	
171.	Customer Requested Maximum Travel Height (DOT Restrictions Still Apply) 13'	1	

Chassis

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
172.	Altec Supplied Chassis	1	
173.	Chassis	1	
174.	2025 Model Year	1	
175.	Freightliner M2-106 Plus	1	
176.	Dual Rear Wheel	1	
177.	Set Back Axle	1	
178.	6x4 Tandem Axle	1	
179.	Chassis Cab	1	
180.	Regular Cab	1	
181.	Chassis Color - White	1	
182.	Chassis Without Front Frame Extensions	1	
183.	Air Horn Under Cab	1	
184.	AM/FM Radio	1	
185.	Bluetooth	1	
186.	Radio and Connectivity Option	1	
	AUX audio input		
187.	Block Heater	1	
188.	Glad Hands, Hoses And Connections (Supplied By Chassis OEM)	1	
189.	Towing Package	1	
190.	Trailer Air Brake Package	1	
191.	12V DC Power Outlet	1	
192.	Air Conditioning	1	
193.	Cruise Control	1	
194.	Power Door Locks	1	
195.	Power Windows	1	
196.	Tilt Steering Wheel	1	
197.	Other Interior Cab Options	1	
	Cup Holders		
198.	145 Clear CA (Round To Next Whole Number)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
199.	Chassis Wheelbase Length - 214	1	
200.	GVWR 56,000 LBS	1	
201.	16,000 LBS Front GAWR	1	
202.	40,000 LBS Rear GAWR	1	
203.	Spring Suspension	1	
204.	Cummins L9	1	
205.	Diesel	1	
206.	330 HP Engine Rating	1	
207.	Allison 3500 RDS Automatic Transmission (Left and Right Side PTO Openings Only)	1	
208.	204-215 Freightliner 50 Gallon Fuel Tank (Left Hand Under Cab)	1	
209.	23U-001, 43X-002 Freightliner 6 Gallon DEF Tank (Under Cab Left Hand)	1	
210.	016-1C3 - Freightliner Horizontal Exhaust (Right-Horizontal-Under Cab-Horizontal)	1	
211.	No Clean Idle Certification Required	1	
212.	EPA Emissions	1	
213.	No Idle Engine Shut-Down Required	1	
214.	315/80R22.5 Front Tire	1	
215.	11R22.5 Rear Tire	1	
216.	Air Brakes	1	
217.	Park Brake In Rear Wheels	1	
218.	2 Chassis Batteries	1	
219.	Other Battery Capacity (CCA) 2000 CCA	1	
220.	Battery Under Cab Left Hand	1	
221.	Freightliner - Clear Area Around Allison PTO Openings (362-824) and (363-011)	1	
222.	Freightliner - Electric Brake Controller Wiring With Combined Stop/Turn Signal Heavy Duty Tail Light Wiring At EOF (296-027)	1	
223.	Freightliner - Radiator (1100 Square Inch) for ISL/L9 or DD8.2 (DS) (266-013)	1	
224.	Freightliner - Rear Cab Crossmember Flush With Back Of Cab (561-010)	1	
225.	Freightliner Transmission Dipstick Tube Enters Curbside of Transmission (346-013)	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
226.	Freightliner - Pre-Wire Chassis with Cab Backwall Pass-Thru (33U-001)	1	
227.	Air Ride Drivers Seat	1	
228.	Air Ride Passenger Seat	1	
229.	Additional Chassis Option 7 way pin style trailer plug for trailer with ABS	1	
230.	Additional Chassis Option Battery disconnect in cab	1	
231.	Additional Chassis Option Front tow hooks	1	
<u>Additional Pricing</u>			
232.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
233.	Federal Excise Tax Item: If provided, Quote subtotal is an Estimate only. Final determined at invoicing.	1	

Unit / Body / Chassis Total	409,923.00
FET Total	0.00
Total	409,923.00

Optional	Ext Warranty Travel (Day 91-365)	\$690.00
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Total if optional warranty is included	410,613.00
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Altec Industries, Inc.

BY _____

Michael Stephen Alegria

Notes:

- 1 Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the

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production date.

For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

- 2 Estimated Delivery: 15 months after receipt of order PROVIDING:
- A. Customer supplied chassis (if applicable) is received a minimum of sixty (60) days before scheduled delivery.
 - B. Customer approval drawings are returned by requested date.
 - C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
 - D. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Estimated Delivery is based on information at time of quote and is subject to change.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

- 3 This quotation is valid until DEC 29,2023. After this date, please contact Altec Industries, Inc. for a possible extension.

- 4 F.O.B. - Customer Site

- 5 Interest charge of 1/2% per month to be added for late payment.

- 6 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email finance@altec.com for more information.

- 7 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

- 8 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

- 9 Any payment made by a credit card may be subject to a surcharge fee.

- 10 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including

any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

11 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

12 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

13 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

14 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.

15 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

16 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and its subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's

right to collect and use such data.

17

RECOMMENDED OPTIONS AND ACCESSORIES: These options are not included in the quote total price. Selected options will change the quote total. Any options added after initial order will be re-quoted.

Memorandum

File #: 24-215

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, May 1, 2024
DEPARTMENT: Public Works

Subject

Bid Award - Holmes Avenue Reconstruction - Cleveland Street to Elva Street

Council Action Desired

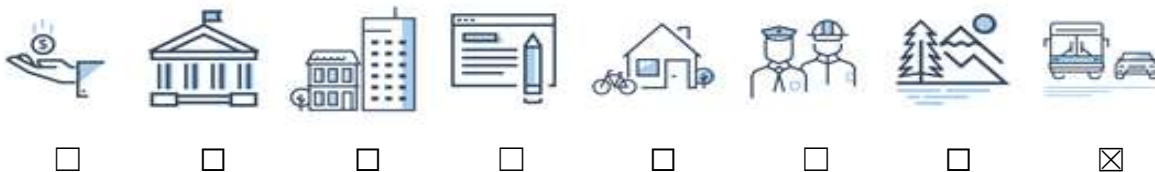
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the plans and specifications; award to the lowest responsive, responsible bidder, Knife River Corporation - Mountain West, for \$509,933.00; and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

On Tuesday, April 30, 2024, bids were received and opened for the Holmes Avenue Reconstruction, Cleveland Street to Elva Street project. A tabulation of bid results is attached. The purpose of the proposed project bid award is to contract with the lowest bidder to reconstruct the roadway on this portion of Holmes Avenue.

Alignment with City & Department Planning Objectives



This project supports the community-oriented result of reliable public infrastructure and transportation by investing in the reconstruction of this arterial roadway.

Interdepartmental Coordination

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

Fiscal Impact

Cost allocation for this project will come from Street Division funds. Sufficient funding and budget authority exist for completion of the proposed improvements.

Legal Review

The Legal Department reviewed the bid process and concurred that the Council action desired is compliant with the Idaho State Statute.

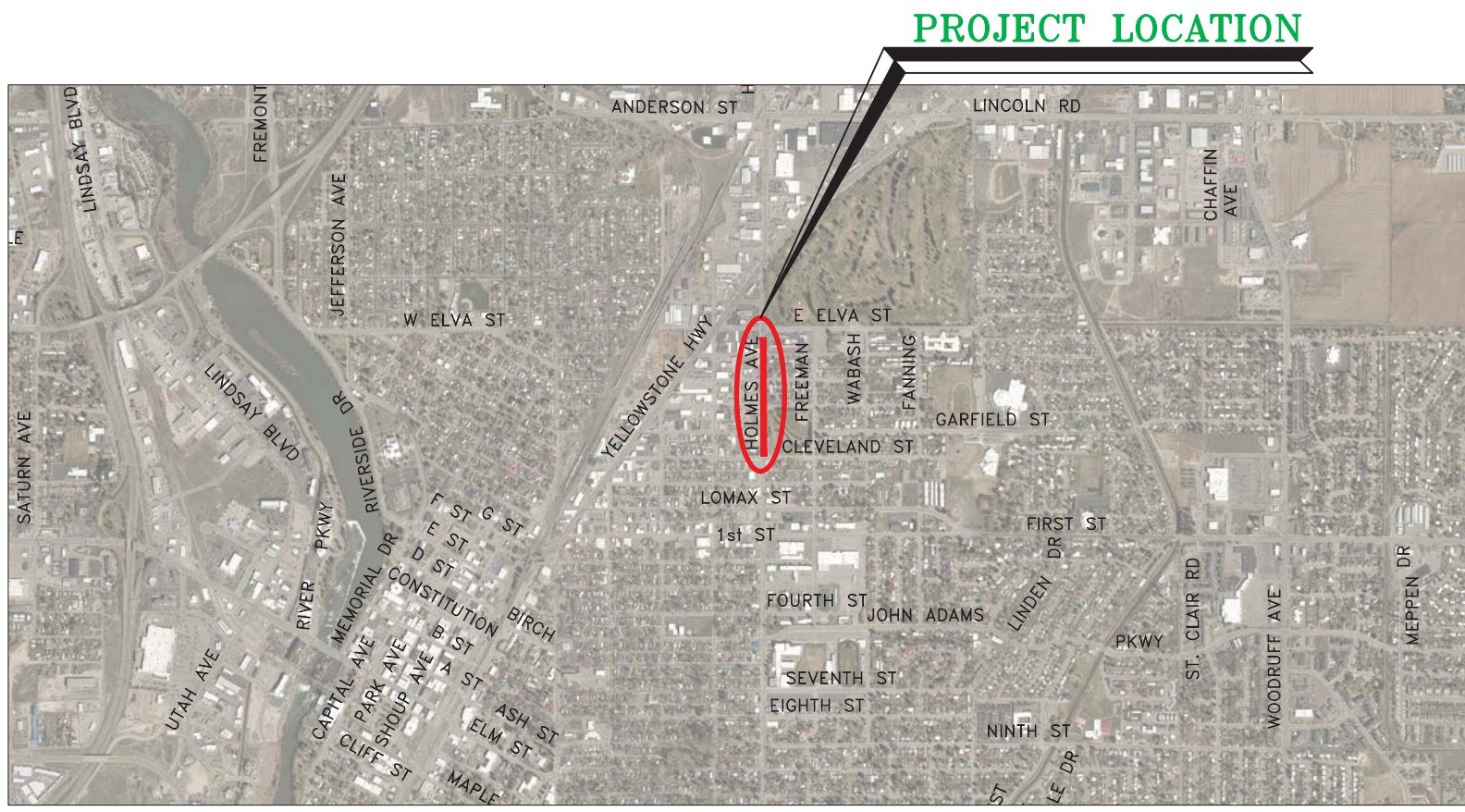
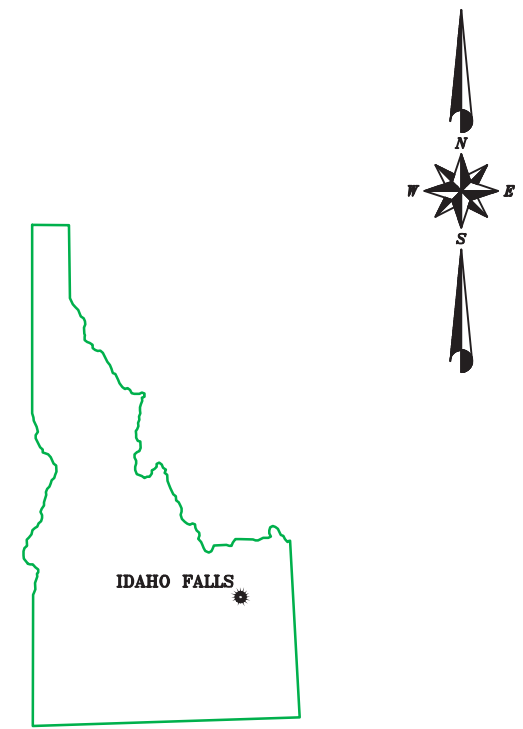
2-38-17-3-STR-2024-22

2024-023

HOLMES AVE RECONSTRUCTION

CLEVELAND TO ELVA

CITY PROJECT # 2-38-18-4-STR-2024-22



MAYOR
Rebecca L. Noah Casper
CITY COUNCIL
Michelle Ziel-Dingman Jim Francis
Lisa Burtenshaw John B. Radford
Kirk Larsen Jim Freeman
ENGINEERING DIVISION
PUBLIC WORKS DIRECTOR CITY ENGINEER
Chris H. Fredericksen, P.E. Kent J. Fugal, P.E., PTOE

2024

Digitally signed by Kent J Fugal Date: 2024.04.12 13:02:02-06'00'		
AS BUILT DATE / BY: ____ / ____		
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY		
ENGINEERING DIVISION		
Holmes Ave Reconstruction Cleveland to Elva Title Page		
CHECKED BY: CW	DESIGN TECH: RS	DATE PLOTTED: 4/11/2024
		SHEET NO. 1 OF 2

City of Idaho Falls

Engineering Division Engineer's Estimate

Project: Holmes Ave Reconstruction - Cleveland to Elva
Submitted:

Number: 2-38-18-4-STR-2024-22
Date: April 30, 2024

Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Knife River Inc					
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
	DIVISION 200 - EARTHWORK										
202.4.1.A.1	Excavation	5560	CY	\$25.00	\$139,000.00	\$13.00	\$72,280.00	\$21.80	\$121,208.00	\$31.00	\$172,360.00
	DIVISION 800 - AGGREGATES & ASPHALT										
801.4.1.A.1	6" Minus Uncrushed Aggregate Base	2878	CY	\$40.00	\$115,120.00	\$33.00	\$94,974.00	\$43.75	\$125,912.50	\$25.00	\$71,950.00
802.4.1.A.1	Crushed Aggregate for Base Type 1	1535	CY	\$50.00	\$76,750.00	\$59.00	\$90,565.00	\$61.50	\$94,402.50	\$45.00	\$69,075.00
810.4.1.A.1	Plant Mix Pavement 3/4", PG 58-34, SP 3	1725	TON	\$125.00	\$215,625.00	\$120.00	\$207,000.00	\$117.50	\$202,687.50	\$145.00	\$250,125.00
	DIVISION 1000 - CONSTRUCTION STORMWATER BMP's										
1001.4.1.A.1	Sediment Control	1	LS	\$8,000.00	\$8,000.00	\$12,000.00	\$12,000.00	\$2,950.00	\$2,950.00	\$10,000.00	\$10,000.00
	DIVISION 2000 - MISCELLANEOUS										
2020.4.1.F.1	Reference and Reset Monuments	2	EA	\$2,000.00	\$4,000.00	\$600.00	\$1,200.00	\$200.00	\$400.00	\$5,500.00	\$11,000.00
2030.4.1.A.1	Manhole, Adjust to Grade	4	EA	\$1,300.00	\$5,200.00	\$1,200.00	\$4,800.00	\$875.00	\$3,500.00	\$2,500.00	\$10,000.00
2030.4.1.C.1	Valve Box, Adjust to Grade	11	EA	\$1,000.00	\$11,000.00	\$1,100.00	\$12,100.00	\$425.00	\$4,675.00	\$2,500.00	\$27,500.00
2050.4.1.C.1	Subgrade Separation Geotextile, Type 2	6907	SY	\$2.50	\$17,267.50	\$2.00	\$13,814.00	\$3.10	\$21,411.70	\$5.00	\$34,535.00
	SPECIAL PROVISIONS										
S0602	Install Flat Lid, Adjust to Grade	1	EA	\$6,000.00	\$6,000.00	\$1,200.00	\$1,200.00	\$1,250.00	\$1,250.00	\$3,000.00	\$3,000.00
	TOTAL				\$597,962.50		\$509,933.00		\$578,397.20		\$659,545.00

Memorandum

File #: 24-216

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, May 1, 2024
DEPARTMENT: Public Works

Subject

Bid Award - Calkins Avenue and Rosehill Drive Water Line - 21st Street to 18th Street

Council Action Desired

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

Approve the plans and specifications; award to the lowest responsive, responsible bidder, Knife River Corporation - Mountain West, for \$666,969.00; and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

On Tuesday, April 30, 2024, bids were received and opened for the Calkins Avenue and Rosehill Drive Water Line from 21st Street to 18th Street project. A tabulation of bid results is attached. The purpose of the proposed project bid award is to contract with the lowest bidder to place new water line to eliminate several dead-end water main lines. Rosehill Drive and Calkins Avenue will be reconstructed following water line installation.

Alignment with City & Department Planning Objectives



This project supports the community-oriented result of reliable public infrastructure and transportation by investing in our water system and reconstruction of aging roadways.

Interdepartmental Coordination

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

Fiscal Impact

Cost allocation for this project will come from Water and Street Division funds and sufficient funding and budget authority exist for completion of the proposed improvements.

Legal Review

The Legal Department reviewed the bid process and concurred that the Council action desired is compliant with the

Idaho State Statute.

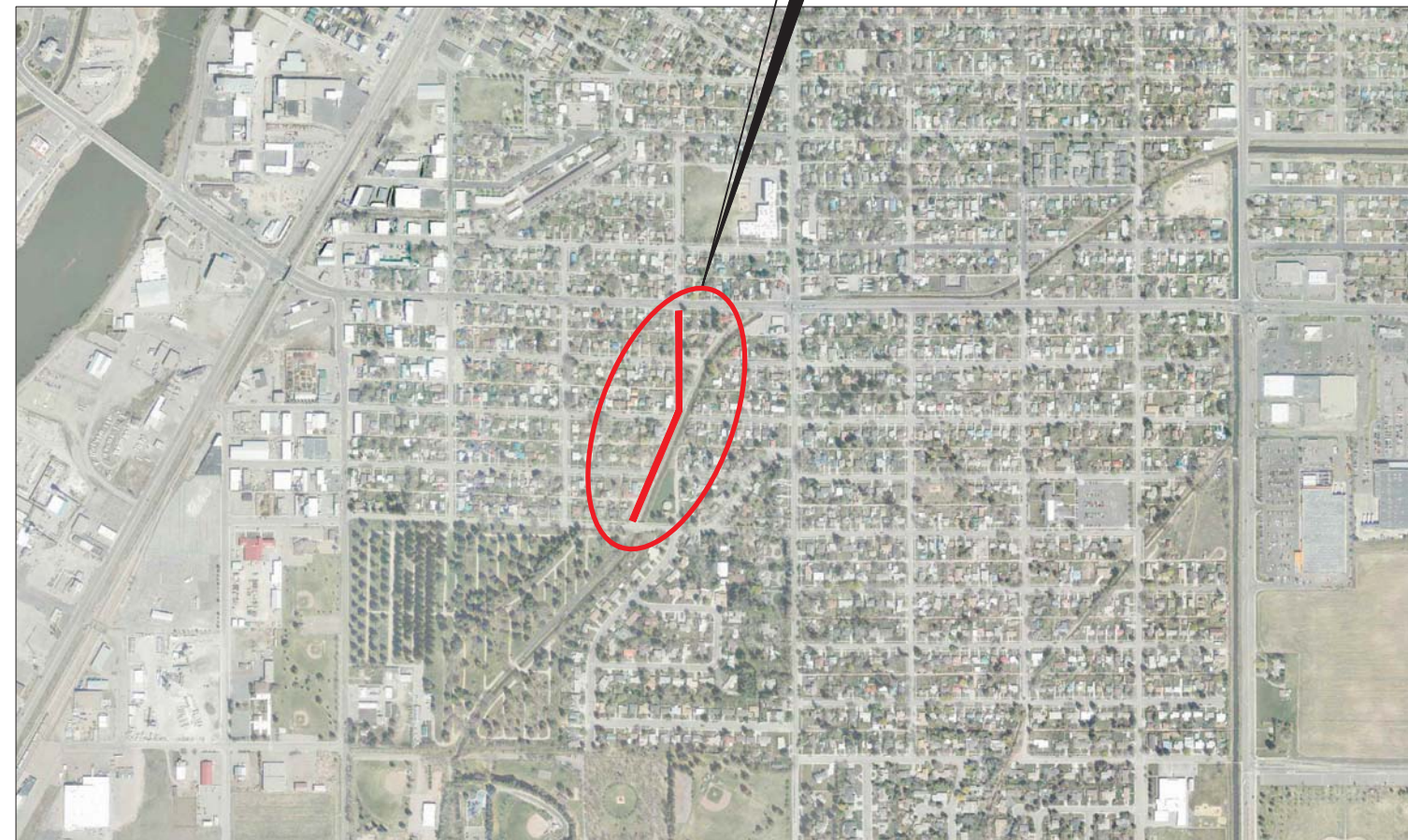
2-38-30-2-WTR-2020-30
2024-024

CALKINS AVE/ROSEHILL DR WATER LINE

21st ST TO 18th ST

PROJECT # 2-38-30-2-WTR-2020-30

PROJECT LOCATION



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

MICHELLE ZIEL-DINGMAN
LISA BURTENSHAW
KIRK LARSEN

JIM FRANCIS
JOHN B. RADFORD
JIM FREEMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR

CHRIS H FREDERICKSEN, P.E.

CITY ENGINEER

KENT J. FUGAL, P.E., PTOE

2024

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ENGINEERING
DIVISION



CALKINS AVE/ ROSEHILL DR
WATER LINE
21ST ST TO 18TH ST

CHECKED BY: DESIGN TEAM	DESIGN TECH: CW	DATE PLOTTED: 4/11/2024	SHEET NO. 1 OF 5
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City of Idaho Falls

Engineering Division Engineer's Estimate

Project: Number: 2-38-30-2-WTR-2020-30
Submitted: Submitted: Date:

Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Knife River		HK Inc		JM Concrete	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
DIVISION 200 - EARTHWORK											
201.4.1.D.1	Removal of Sidewalk	125	SY	\$20.00	\$2,500.00	\$18.00	\$2,250.00	\$44.00	\$5,500.00	\$50.00	\$6,250.00
201.4.1.E.1	Removal of Curb & Gutter	300	LF	\$15.00	\$4,500.00	\$7.00	\$2,100.00	\$18.00	\$5,400.00	\$10.00	\$3,000.00
201.4.1.F.1	Removal of Inlet Box	1	EA	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$1,650.00	\$1,650.00	\$1,500.00	\$1,500.00
202.4.1.A.1	Excavation	2024	CY	\$30.00	\$60,720.00	\$23.00	\$46,552.00	\$27.00	\$54,648.00	\$15.00	\$30,360.00
DIVISION 300 - TRENCHING											
307.4.1.A.1	Miscellaneous Surface Restorationm (Landscaping)	67	LF	\$50.00	\$3,350.00	\$65.00	\$4,355.00	\$325.00	\$21,775.00	\$50.00	\$3,350.00
307.4.1.A.7	Miscellaneous Surface Restoration (Natural Ground)	54	LF	\$25.00	\$1,350.00	\$32.00	\$1,728.00	\$75.00	\$4,050.00	\$30.00	\$1,620.00
307.4.1.F.1	Main Line Type "P" Surface Restoration (Asphalt Roadway)	58	LF	\$75.00	\$4,350.00	\$128.00	\$7,424.00	\$250.00	\$14,500.00	\$250.00	\$14,500.00
DIVISION 400 - WATER											
401.4.1.A.1.a	Water Main Pipe – Size 4"	212	LF	\$40.00	\$8,480.00	\$52.00	\$11,024.00	\$80.00	\$16,960.00	\$30.00	\$6,360.00
401.4.1.A.1.c	Water Main Pipe – Size 8"	1331	LF	\$60.00	\$79,860.00	\$38.00	\$50,578.00	\$55.00	\$73,205.00	\$40.00	\$53,240.00
401.4.1.A.1.d	Water Main Pipe – Size 12"	83	LF	\$80.00	\$6,640.00	\$48.00	\$3,984.00	\$60.00	\$4,980.00	\$50.00	\$4,150.00
401.4.1.A.1.e	Water Main Pipe – Size 16"	10	LF	\$150.00	\$1,500.00	\$200.00	\$2,000.00	\$90.00	\$900.00	\$60.00	\$600.00
401.4.1.C.1	Temporary Water Service	1	LS	\$30,000.00	\$30,000.00	\$6,500.00	\$6,500.00	\$110,000.00	\$110,000.00	\$20,000.00	\$20,000.00
402.4.1.A.1.a	Valve – Size 4" - Type Gate	4	EA	\$800.00	\$3,200.00	\$1,050.00	\$4,200.00	\$820.00	\$3,280.00	\$500.00	\$2,000.00
402.4.1.A.1.c	Valve – Size 8" - Type Gate	11	EA	\$1,000.00	\$11,000.00	\$1,050.00	\$11,550.00	\$820.00	\$9,020.00	\$1,000.00	\$11,000.00
402.4.1.A.1.d	Valve – Size 12" - Type Butterfly	1	EA	\$1,500.00	\$1,500.00	\$1,375.00	\$1,375.00	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00
402.4.1.A.1.e	Valve – Size 16" - Type Butterfly	1	EA	\$2,000.00	\$2,000.00	\$1,700.00	\$1,700.00	\$1,600.00	\$1,600.00	\$2,500.00	\$2,500.00
403.4.1.A.1	Hydrant	5	EA	\$3,000.00	\$15,000.00	\$3,300.00	\$16,500.00	\$3,150.00	\$15,750.00	\$3,000.00	\$15,000.00
404.4.1.B.1	Replace Water Service, Size 1"	4	EA	\$3,200.00	\$12,800.00	\$3,450.00	\$13,800.00	\$3,000.00	\$12,000.00	\$2,000.00	\$8,000.00
DIVISION 600 - CULVERTS & STORM DRAINS											
601.4.1.A.5.a	12" Storm Drain Pipe, Ductile Iron	330	LF	\$125.00	\$41,250.00	\$130.00	\$42,900.00	\$90.00	\$29,700.00	\$100.00	\$33,000.00
602.4.1.A.1	Storm Drain Manhole – Type A Shallow	2	EA	\$6,000.00	\$12,000.00	\$4,000.00	\$8,000.00	\$8,900.00	\$17,800.00	\$5,000.00	\$10,000.00
602.4.1.F.1	Catch Basin – Type IV (2'x3')	1	EA	\$4,000.00	\$4,000.00	\$5,220.00	\$5,220.00	\$5,250.00	\$5,250.00	\$2,000.00	\$2,000.00
DIVISION 700 - CONCRETE											
706.4.1.A.7.a	Curb and Gutter, Type Standard	300	LF	\$60.00	\$18,000.00	\$65.00	\$19,500.00	\$63.00	\$18,900.00	\$20.00	\$6,000.00
706.4.1.E.1.a	Concrete Sidewalks, Thickness 4"	20	SY	\$130.00	\$2,600.00	\$127.00	\$2,540.00	\$150.00	\$3,000.00	\$60.00	\$1,200.00
706.4.1.E.1.b	Concrete Sidewalks, Thickness 5"	71	SY	\$150.00	\$10,650.00	\$158.00	\$11,218.00	\$155.00	\$11,005.00	\$70.00	\$4,970.00
706.4.1.E.1.c	Concrete Sidewalks, Thickness 7"	69	SY	\$180.00	\$12,420.00	\$160.00	\$11,040.00	\$170.00	\$11,730.00	\$80.00	\$5,520.00
DIVISION 800 - AGGREGATES & ASPHALT											
801.4.1.A.1	6" Minus Uncrushed Aggregate Base	837	CY	\$40.00	\$33,480.00	\$42.00	\$35,154.00	\$57.00	\$47,709.00	\$20.00	\$16,740.00
802.4.1.A.1	Crushed Aggregate for Base Type 1	837	CY	\$55.00	\$46,035.00	\$66.00	\$55,242.00	\$62.00	\$51,894.00	\$20.00	\$16,740.00
810.4.1.A.1	Plant Mix Pavement 3/4", PG 58-34, SP 2	697	TON	\$125.00	\$87,125.00	\$123.00	\$85,731.00	\$125.00	\$87,125.00	\$95.00	\$66,215.00
DIVISION 1000 - CONSTRUCTION STORMWATER BMP's											
1001.4.1.A.1	Sediment Control	1	LS	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$13,000.00	\$13,000.00	\$2,000.00	\$2,000.00
DIVISION 1100 - TRAFFIC SIGNALS & STREET LIGHTING											
1105.4.1.F.1	Remove and Replace Traffic Sign	2	EA	\$1,200.00	\$2,400.00	\$1,100.00	\$2,200.00	\$1,500.00	\$3,000.00	\$2,800.00	\$5,600.00
DIVISION 2000 - MISCELLANEOUS											
2010.4.1.A.1	Mobilization	1	LS	\$75,000.00	\$75,000.00	\$177,510.00	\$177,510.00	\$67,094.00	\$67,094.00	\$577,000.00	\$577,000.00
2030.4.1.A.1	Manhole, Adjust to Grade	2	EA	\$1,300.00	\$2,600.00	\$1,275.00	\$2,550.00	\$750.00	\$1,500.00	\$1,500.00	\$3,000.00
2050.4.1.C.1	Subgrade Preparation Geotextile Type II	5022	SY	\$2.50	\$12,555.00	\$2.00	\$10,044.00	\$2.00	\$10,044.00	\$3.00	\$15,066.00
TOTAL					\$617,565.00		\$666,969.00		\$735,169.00		\$950,481.00

Memorandum

File #: 24-218

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, May 1, 2024
DEPARTMENT: Public Works

Subject

Bid Award - Thermoplastic Citywide 2024

Council Action Desired

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

Approve the plans and specifications; award to the lowest responsive, responsible bidder, Falls Striping, LLC, in the amount of \$76,252.20; and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

On Wednesday, May 1, 2024, bids were received and opened for the Thermoplastic Citywide 2024 project. The tabulation of bid results is attached. The purpose of the proposed bid award is to contract with the lowest bidder to place thermoplastic pavement markings on various streets throughout Idaho Falls.

Alignment with City & Department Planning Objectives



This project supports the community-oriented result of reliable public infrastructure and transportation by investing in the placement of thermoplastic pavement markings on our road network.

Interdepartmental Coordination

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

Fiscal Impact

Cost allocation for this project will come from Street Division funds. Sufficient funding and budget authority exist for completion of the proposed improvements.

Legal Review

The Legal Department reviewed the bid process and concurred that the Council action desired is compliant with the

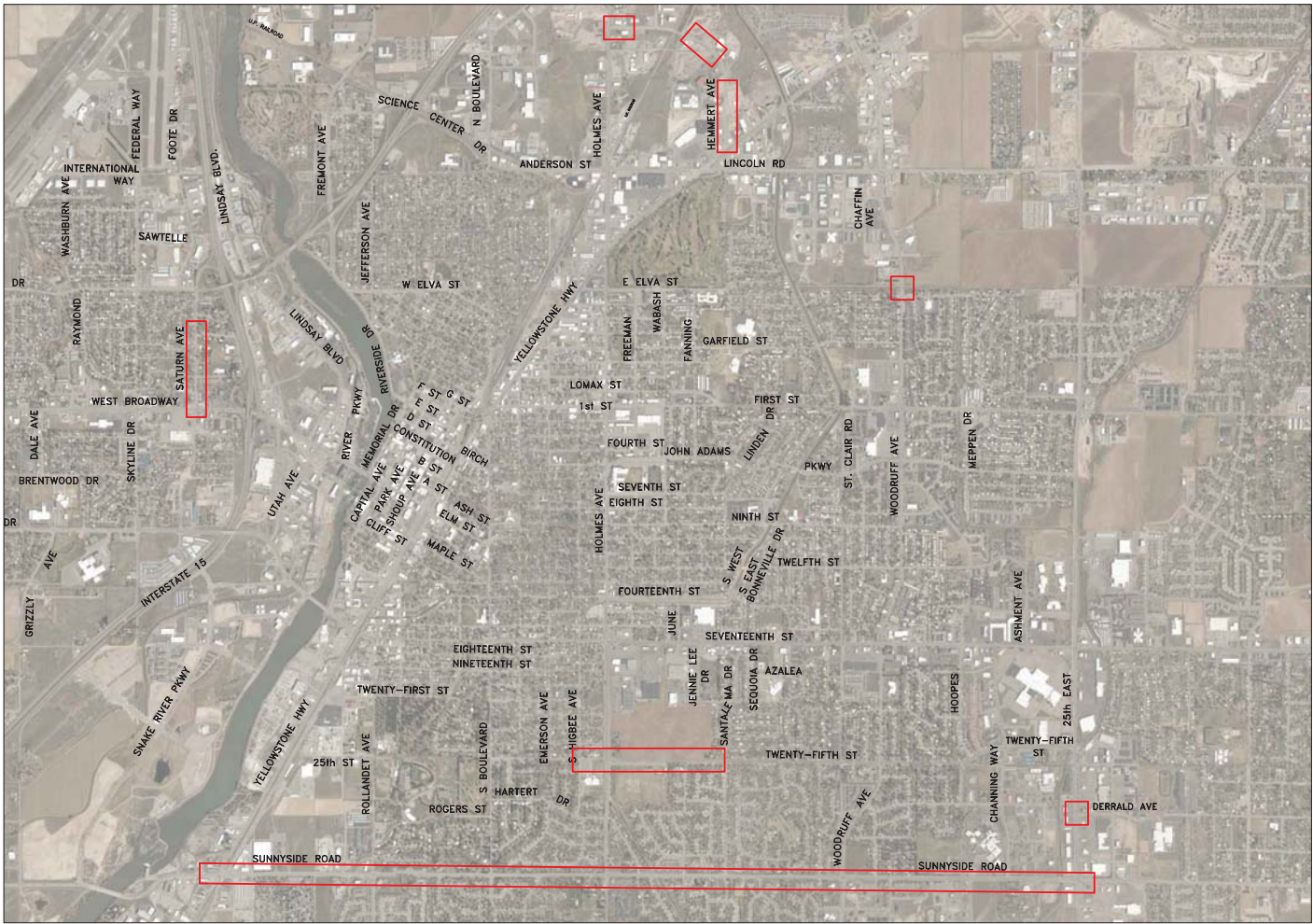
Idaho State Statute.

0-00-00-0-TRF-2024-02
2024-026

THERMOPLASTIC CITYWIDE 2024

CITY PROJECT # 0-00-00-0-TRF-2024-02

PROJECT LOCATIONS



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

MICHELLE ZIEL-DINGMAN
LISA BURTENSHAW
KIRK LARSEN

JIM FRANCIS
JOHN B. RADFORD
JIM FREEMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

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

2024

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ENGINEERING
DIVISION



THERMOPLASTIC CITYWIDE
2023

TITLE PAGE

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City of Idaho Falls							
Engineering Division							
Engineer's Estimate							
Project:		Thermoplastic Citywide 2024		Number:		0-00-00-0-TRF-2024-02	
Submitted:		Kent J. Fugal, P.E., PTOE		Date:		April 26, 2024	
Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Falls Striping LLC	
				Unit Price	Total Amount	Unit Price	Total Amount
DIVISION 1100 - TRAFFIC SIGNALS & STREET LIGHTING							
1104.4.1.B.1	Thermoplastic Pavement Markings	9132	SF	\$9.20	\$84,014.40	\$8.35	\$76,252.20
TOTAL					\$84,014.40	\$76,252.20	

Memorandum

File #: 24-222

City Council Meeting

FROM: Corrin Wilde, City Clerk
DATE: Thursday, May 2, 2024
DEPARTMENT: Mayor's Office

Subject

Minutes from Council Meetings

Council Action Desired

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

Approve the Minutes from 25 April 2024 City Council Meeting and 22 April 2024 Work Session

Description, Background Information & Purpose

These minutes are from the 25 April 2024 City Council Meeting and the 22 April 2024 Work Session.

Alignment with City & Department Planning Objectives



The Minutes support the Good Governance community-oriented result by providing assurance of regulatory and policy compliance to facilitate transparency and minimize and mitigate risk.

Interdepartmental Coordination

N/A

Fiscal Impact

N/A

Legal Review

N/A



City Council Meeting Minutes - Draft

680 Park Avenue
Idaho Falls, ID 83402

Thursday, April 25, 2024,

7:30 PM

City Council Chambers

1. Call to Order

Present: Mayor Rebecca L Noah Casper, Council President Burtenshaw, Councilor Radford, Councilor Ziel-Dingman, Councilor Freeman, Councilor Francis; and Councilor Larsen

Also present:

All available Department Directors
Colter Hollingshead, Keller Associates
Michael Fuss, Stantec Consulting
Micheal Kirkham, City Attorney
Corrin Wilde, City Clerk

2. Pledge of Allegiance

Councilmember John Radford led those present in the Pledge of Allegiance.

3. Public Comment

Logan Quack Pickens is a resident of Idaho Falls, ID.

Mr. Pickens shared a letter he wrote with the Mayor and Council. His letter read as follows:

Mayor Casper,

Quack quack quack quack! Quack quack quack quack quack quack quack quack. Quack Quack! Quack quack quack quack quack. Quack quack. Quack quack quack quack quack quack quack quack. quack quack. Quack quack quack quack quack quack quack quack. Coo, quack quack quack quack quack. Quack quack quack quack quack, quack quack quack quack. Quack Quack. Quack quack quack quack quack. Respectful, Disgruntled Logan Quack Pickens.

Mr. Pickens thanked the Council for their time and submitted his letter to the City Clerk.

Dennis Hartmann a resident of Idaho Falls, ID.

Mr. Hartmann wanted to make a few comments regarding the Airport Master Plan. He referenced the Airport Board meeting and some notes on that. Mr. Hartmann says that implies that there is a deadline for a preferred alternative to be presented in the next board meeting in May/June He says to clarify there is no deadline determined on this master plan other than it be done in a timely fashion. The May/June date is an artificial deadline. He wanted to make a couple of points.

1. The decision on runway 17/35 is not about repair and maintenance, he said it's about closure. That will allow for the east side phases of the Master Plan which will meet all protected airport needs forecasted in the Master Plan.
2. Expansion on the west side is more than just the construction of air cargo facilities but a new taxiway and all related infrastructure which will be tens of millions of dollars. The impact of this will be enormous on the local community north of Airway Road. Going from residential to

City Council Meeting Minutes - Draft

commercial 24 hours 7 days a week, 365 days a year, and the likelihood that the road changing from 2 lanes to 4 lanes with turn lanes included.

3. In closing, there is time in which further fact gathering can be done, concerning the Airport Master Plan options and their impact on the local community. One additional FYI is runway 17/35 closure has been recommended since 2005 including the 2010 Master Plan For almost 20 years due to what has been called shocking influences have forbidden this to be closed. Mr. Hartmann would love to have a seat at the table and has heard there is not a lot of feedback on this project and feels that it is because of the lack of knowledge that people have. Just because there is a public meeting announced doesn't mean that people are aware of it. Mr. Hartmann says his information is factual and not opinionated. He says he has gone down the rabbit hole on this very deep and says his time is available to help check out facts and information.

4. Consent Agenda

A. Municipal Services

1) Purchase of Replacement Mower for Parks and Recreation Department

The purchase of one Groundsmaster 4000-D (T4) from the Sourcewell cooperative purchasing contract #031121-TTC from Turf Equipment & Irrigation, Inc. for a total of \$87,269.52. This purchase will replace unit 2036 which has reached its useful life and is scheduled for replacement.

2) Treasurer's Report for February 2024

A monthly Treasurer's Report is required for City Council review and approval pursuant to Idaho Statute Title 50-208(1). For the month-ending February 2024, cash and investments total \$191.4M. Total fiscal year-to-date receipts received and reconciled to the general ledger were reported at \$118.3M, which includes revenues of \$53.8M for charges for services and taxes and intergovernmental revenues of \$44.4M. Total fiscal year-to-date distributions reconciled to the general ledger were reported at \$85.6M, which includes salary and benefits of \$31.9M and operating costs of \$39.6M.

B. Office of the City Clerk

1) Minutes from Council Meetings

April 11, 2024, City Council Meeting Minutes.

2) License Applications

It was moved by Councilor Larsen, seconded by Councilor President Burtenshaw to approve, accept, or receive all items on the Consent Agenda according to the recommendations presented. The motion was carried by the following vote: Aye – Councilors Larsen, Burtenshaw, Freeman, Francis, Radford.
Nay – None

5. Regular Agenda

A. Municipal Services

City Council Meeting Minutes - Draft

1) American Rescue Plan Act (ARPA) Committee Recommendations

The American Rescue Plan Act provides funding to support response to and recovery from the COVID-19 public health emergency and ensures governments have the resources essential to make investments that support long-term growth in areas of public health, public sector revenue, water, sewer, and broadband infrastructure. The committee recommends the funding of projects from the Fire, Police, Municipal Services, Parks & Recreation, Community Development Services, and Public Works as presented during the Monday, April 22, 2024, City Council work session.

The American Rescue Plan Act committee has made recommendations for a total of \$3,705,936.48.

Director Pam Alexander stated that this agenda item is a follow-up to the conversation we had at a work session on Monday, April 22nd. It was a review and recommendation of an application process for remaining ARPA funds. Alexander stated that these items were discussed as a committee and at the Work Session. She says all the projects are listed on the spreadsheet that were recommended for approval. The total requested amount from the various departments was 4.4 million dollars almost 5 million and there was a total of 16 applications received. The recommendation from the committee was to fund a total of \$3,705,936.48.

Councilor Freeman noted that there has been a lot of in-depth conversation at the Work Session going into these recommendations, line item by line item and so they appear to not have a lot of conversation tonight and that is why.

Director Alexander noted that the agenda packet did include the spreadsheet that was presented tonight as well as the presentation that was presented at the Work Session on April 22, 2024, and did include the recommendations with detailed descriptions of each one of the 16 applications.

Councilor Francis that this is Federal money that comes as part of the American Rescue Plan Act and pointed out that if you look at this list in Council's decision there a focus on Public Safety, Public Health, and equitable access to facilities in the city. Those categories helped prioritize this in the long run.

Mayor Casper had noted that shortly after the pandemic, two bills were passed to aid local government. The CARES Act provided funding for essentials like masks, shields, and glass partitions. Later, when ARPA funds became available, we conducted a first round of allocations. However, it wasn't until this year that we reviewed previously funded projects. Some came in under budget, and we identified alternative sources of funding. As a result, we embarked on a second round of initiatives, as Director Alexander pointed out.

Councilor Radford wanted to let the taxpayer know that this represents something that we don't get to do very often. After almost a decade on the City Council, we have never had access to dollars to be able to build facilities and infrastructure because largely operating the city takes up all the money and we don't have opportunities to make these decisions. You can look back and be proud that we got a fire station and an elevator in city hall. He highlighted Public Safety and it may just look like an agenda item but it is an opportunity because we don't get these opportunities to spend public funds this way very often.

City Council Meeting Minutes - Draft

Director Alexander reiterated that these funds need to be committed no later than December 31, 2024, and fully expended by December 31, 2026.

Council President Burtenshaw, echoing Councilor Radford, and highlighted the importance of Public Safety and Public Access and is excited to offer this. She said that one of the categories on the list asks, is there any other way to fund this. She says no there is no way we could fund this kind of a thing because even though a Bearcat is important and ADA access is important there is just not that kind of liquidity in our budget to do those kinds of things.

It was moved by Council President Burtenshaw, seconded by Councilor Larsen to accept, and approve the American Rescue Plan Act committee recommendations for a total of \$3,705,936.48. The motion carried by the following vote: Aye – Councilors Burtenshaw, Larsen, Radford, Freeman, Francis
Nay – None

B. Public Works

1) Wastewater Facilities Planning Study.

In late 2022, the City retained Stantec Consulting Services Inc., and Keller Associates Inc., to conduct a Wastewater Facilities Planning Study. The Study identified capital improvement needs and proposed suggestions for efficient management of the utility spanning 20 years. The study was also submitted to the Idaho Department of Environmental Quality for review. The findings of the Wastewater Facilities Planning Study were presented to the City Council on March 11, 2024. A public meeting regarding the Study was held on April 3, 2024, and public comments were solicited between March 27 and April 10, 2024. No public comments were received, and staff recommended acceptance of the plan and adoption of the recommendations made therein.

Director Fredericksen stated that our community is growing and when you look at our wastewater utility, how do we ensure it works today, works tomorrow, and works well into the future? This wastewater facility plan is part of evaluating what we have that works well and what we have that we need to address. Then once we combine all of those needs into a capital improvement plan, how do we go about funding that? The main component as you look through the plan is what projects we need to complete and how we impact the rate analysis for our wastewater utility fund. We have had some discussions at Work Sessions and we have also held public meetings and opened it up to the public to have some feedback. He noted that it is wastewater and is one of those things people don't think a whole lot about until they have a problem. This study is trying to address that we don't have a problem. Tonight, this is being brought forward for the Council to accept and adopt the facility plan as proposed. Director Fredricksen highlighted some key points, that our intended rates based on this study would be that those would increase 5% annually and will continue to increase well into 2043. Our current residential rate is \$25 a month for sewer and these are very economical utilities in the City of Idaho Falls and wastewater is no different so when thinking about a 5% increase this is about \$1.25 that you would be seeing in an annual increase.

Councilor Francis asked about the two companies mentioned in the study: CleanB and Veolia. Specifically, he wanted to know whether these two companies are dealing with the same process or if

City Council Meeting

Minutes - Draft

they are working on different things. Director Fredericksen referred the question to Colter Hollingshead from Keller Associates.

Mr. Hollingshead discussed the two companies involved in wastewater treatment: Clean B and Veolia. Clean B focuses on treating the waste-activated sludge (WAS), aiming to clean the solids in the sludge. On the other hand, Veolia uses an MBBR (Moving Bed Biofilm Reactor) process, primarily focusing on nutrient removal and reducing anomaly levels in wastewater. Councilor Francis asked if both companies would be part of the solution. Mr. Hollingshead confirmed referencing the capital improvement plan, that Clean B is scheduled first (within 3 to 5 years), while Veolia's MBBR process would be considered later (around 7 to 10 years). So, both Clean B and Veolia play distinct roles in the overall wastewater treatment strategy.

Council President Burtenshaw emphasized the significance of this plan for our city. She commended the dedicated individuals who crafted and will execute this plan. She feels it's not just about infrastructure; it's a plan that directly impacts our health, safety, and overall quality of life.

Councilor Francis highlighted one of the goals realized as part of the plan: the protection of the Snake River. When you consider its significance, clean water restoration to the Snake River becomes crucial. This commitment benefits all downstream communities and the agricultural sector that relies on the river. Councilor Francis views this as a collective effort by our communities to improve the state. Councilor Francis offered a summary of the plan, he stated that it is full of options and recommendations for us and will add capacity in an economically affordable way. It has to do with reducing odors from the plant, which is a community service, it has to do with improving the efficiency of the operation, and it has to do with protecting the workers at the plant, all of those are in here and are so important. While it may require additional taxpayer funds, it contributes to building a strong and responsible community.

Mayor Casper noted that our rates are still among the lowest of cities in our area and even though this will call for an increase it will not put us out of the league.

Councilor Radford emphasized that we often overlook celebrating the achievements of modern life. Before the implementation of these systems, 30 out of 100,000 people would die from cholera annually. These changes have transformed our cities and improved our overall health. It's essential to pause and recognize that the work related to wastewater is crucial and lifesaving.

It was moved by Councilor Francis, seconded by Councilor Larsen to accept the Wastewater Facilities Planning Study and adopt the recommendations made therein. The motion was carried by the following vote: Aye – Councilors Burtenshaw, Francis, Freeman, Larsen, Radford. Nay -None.

2) Bid Rejection - Water Service Line Replacement (1st Street & Lincoln Road)

On Tuesday, April 16, 2024, bids were received and opened for the Water Service Line Replacement (1st Street & Lincoln Road) project. A tabulation of bid results is attached. The only bid received was for \$1,201,894.50 which is 252% of the engineer's estimate. Public Works staff reviewed the bid and concluded that awarding this contract was not in the best interest of the city. The recommendation is to

City Council Meeting Minutes - Draft

reject the single bid received from Knife River Corporation for the Water Service Line Replacement (1st Street & Lincoln Road), find that these services can be best procured on the open market, and direct staff to solicit the work on the open market.

Director Fredricksen stated that this is one that we would have our water division implement a lot of these changes but as part of the Bid Rejection, we are asking the Council to make the determination to go out and hire services as needed on the open market. The reason for that is there are some specialized boring and some things that we don't have the ability to do with our staff and we would still want to go out and try to solicit that on the open market. The last two bids we had that were bid rejections had a tight time frame and some of the projects that are currently out for bid have more duration available for them so the contractor can cater their schedules a little more. Unfortunately, these two just didn't fit the schedule that we have. He thinks with some of these bids that you have seen with Public Works and Power we are seeing a very busy contractor community.

Councilor Francis commented that we are not abandoning the project. It gives a pause time to rethink how we approach it.

It was moved by Councilor Francis, seconded by Councilor Larsen to reject the single bid received from Knife River Corporation for the Water Service Line Replacement (1st Street & Lincoln Road), find that these services can be best procured on the open market, and direct staff to solicit the work on the open market. The motion carried by the following vote: Aye – Councilors Francis, Freeman, Larsen, Radford, Burtenshaw. Nay -None.

3) State Local Agreement and Resolution with the Idaho Transportation Department (ITD) for the Elm Street - Yellowstone to South Boulevard Project.

State/Local Agreement for Development and a Resolution with ITD for the Elm Street -Yellowstone to South Boulevard project. The proposed project involves reconstructing Elm Street between Yellowstone and South Boulevard. The total cost of the project is anticipated to be \$1,285,940. The agreement requires city financial contribution toward the project with a match rate of 7.34% for an estimated total of \$94,388. The city is required to make an initial deposit of \$5,000 before the commencement of design activities.

Director Fredricksen explained that the project aims to reconstruct the roadway between Yellowstone and Boulevard, including Elm Street. However, due to multiple overlays, the edges of the roadway cannot be fully utilized. Our engineers will carefully consider the best use of this corridor, considering various transportation modes. This project connects key roadways like Yellowstone and Broadway to the bike-friendly corridor on Boulevard. We'll focus on these aspects during the design phase, and construction funding is scheduled for 2026, allowing us a couple of years to work on the design.

Mayor Casper asked Director Fredericksen what he anticipated the level of participation the Council would have in being able to weigh in on the design process going forward.

City Council Meeting

Minutes - Draft

Director Frederickson emphasized that the Public Works department is always available to address questions from the public or the Council. He noted that some of the considerations we have are the schools and the museum. Despite limited right-of-way space, they aim to find the best way to accommodate different transportation modes while addressing our concerns. Director Frederickson mentioned that once the concept study is complete, he could provide a recommendation to the Council. Additionally, if the Public Works liaisons believe it's necessary, they can discuss it during a work session.

Councilor Francis asked Director Frederickson to explain the problem with crowning. Director Frederickson stated that over time these older roadways have continued to be overlayed which raises the road several inches. A lot of times you will have a center of the roadway that is higher than the curb. What that does is at the very edge of the gutter is a very steep slope. When plowing it is hard to get the snow out of there and hard to walk across it and there are several issues associated with that, but the cost of the reconstruction is so expensive, and that is why that has taken place.

It was moved by Councilor Francis, seconded by Councilor Larsen to approve the State/Local Agreement and Resolution with the Idaho Transportation Department (ITD) for the Elm Street-Yellowstone to South Boulevard Project and authorize the Mayor and City Clerk to sign the documents. The motion carried by the following vote: Aye – Councilors Burtenshaw, Larsen, Radford, Freeman, Francis. Nay - None.

RESOLUTION 2024-07

WHEREAS, the Idaho Transportation Department, hereafter called the STATE, has submitted an Agreement stating obligations of the STATE and the CITY OF IDAHO FALLS, hereafter called the CITY, for construction of A023(023) ELM STREET; YELLOWSTONE TO SOUTH BLVD.

6. Announcements

Mayor Casper provided information on an upcoming event this Sunday known as Worker's Memorial Day. In Idaho Falls we will be celebrating it on Saturday and Councilor Freeman will be the speaker for this event it will take place at Freeman Park on Saturday at 10:00 am located on the road closest to the river near the shelter.

The Cinco De Mayo celebration will be happening in the city.

This third Tuesday in May will be the primary election for state and federal offices. Early voting season starts next week.

Tomorrow at 6 PM, the Community Food Basket will distribute plastic bags. The Rotary Club and Just Serv will join forces to attach cards to these bags. Later, letter carriers will collect the bags, which will contain food for the food basket. A total of 40,000 bags will be delivered.

7. Executive Session

The Executive Session is being called pursuant to the provisions of Idaho Code Section 74-206 (1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated, but imminently likely to be litigated. The Council will not reconvene in an open session after the executive session.



City Council Meeting Minutes - Draft

680 Park Avenue
Idaho Falls, ID 83402

The City Council of the City of Idaho Falls met in an Executive Session, on Thursday, April 25, 2024, in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls at 8:17 p.m.

It was then moved by Councilor Francis, seconded by Councilor Larsen, to move into Executive Session (at 8:13 p.m.). The Executive Session was called pursuant to the provisions of Idaho Code Section 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated, but imminently likely to be litigated. The Council will not reconvene in an open session. The motion carried by the following vote: Aye - Councilors Larsen, Francis, Radford, Burtenshaw, Freeman. Nay – none

Call to Order and Roll Call

There were present:

Mayor Rebecca L. Noah Casper

Council President Lisa Burtenshaw

Councilor John Radford

Councilor Kirk Larsen

Councilor Jim Freeman

Councilor Jim Francis

Also present:

Michael Kirkham, City Attorney

Jacob Beck, Assistant City Attorney

Pam Alexander, Municipal Services Director

The Executive Session was called pursuant to the provisions of Idaho Code Section 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated, but imminently likely to be litigated. There being no further business, the meeting adjourned at 8:55 PM

8. Adjournment.

There being no further business, the meeting adjourned at 8:55 PM

s/ Corrin Wilde

Corrin Wilde, City Clerk

s/Rebecca L. Noah Casper

Rebecca L. Noah Casper, Mayor

April 22, 2024, Council Work Session

The City Council of the City of Idaho Falls met in the Council Work Session, Monday, April 22, 2024, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls at 3:00 p.m.

Call to Order and Roll Call

There were present:

Mayor Rebecca L. Noah Casper
Council President Burtenshaw
Councilor John Radford
Councilor Michelle Ziel-Dingman
Councilor Jim Freeman
Councilor Jim Francis
Councilor Kirk Larsen

Also present:

Ian Turner, Airport Director
Pam Alexander, Municipal Services Director
Wade Sanner, Community Development Services Director
Duane Nelson, Fire Chief
Bryce Johnson, Police Chief
John Marley, Captain
Rome Stiffler, CIT Detective
Dallin Ball, Social Worker
Lisa Farris, Grants Administrator
Heather Wade, Human Resources Manager
Michael Kirkham, City Attorney
Corrin Wilde, City Clerk

Mayor Casper called the meeting to order at 3:08 p.m. with the following items:

Mayor's Office, Legal Department: Discussion-Economic Development Incentive Program:

Michael Kirkham presented details on proposed amendments to the City's Economic Development Incentive Ordinance. He suggested allowing the hourly wage requirement to be set annually through a resolution, to better track the appropriate wage level over time. He proposed reducing the number of new jobs required from 100 to 25, to make the incentives more accessible to small businesses. However, he noted the waiver amounts are tied to project values, so smaller projects may not receive significantly larger waivers. Mr. Kirkham also clarified that while existing businesses may qualify if they create enough new jobs through expansion, the incentives are focused on new development projects. He took questions from the Council on these proposed changes.

The Council Members discussed several aspects of the proposed Ordinance amendments. Councilor Radford questioned how the incentives could better support local business expansions in addition to attracting new companies. Councilor Larsen asked where the proposed number of 25 new jobs originated and how frequently the minimum wage requirement would be recalibrated. Councilor Burtenshaw voiced concern that the incentives could pull businesses away from surrounding counties. Councilor Francis expressed interest in how waiver amounts correlate to property tax payments and job numbers and suggested strengthening enforcement language. Additionally, Councilor Radford recommended reviewing any overlaps between the City's program and regional economic development organizations' initiatives. The Council provided feedback and inquiries about impacts on local businesses, the rationale for job thresholds, minimum wage adjustments, effects on neighboring municipalities, property tax implications, and coordination with other area groups.

April 22, 2024, Council Work Session

Council members agreed more information was needed on some topics, like how the number of required new jobs was determined and how waiver amounts correspond to job numbers. The mayor suggested revisiting the discussion at a future work session or with additional input from Economic Development Administrator, Catherine Smith.

Police Department: Presentation and Discussion – Opioid Settlement Fund.

Chief Johnson presented on using opioid settlement funds received by the city to convert the police department's part-time social worker position to full-time. The CODE (Community Outreach Program Education) team, comprised of police officers and a social worker, addresses issues like opioid addiction, homelessness, and mental health crises in the community. This includes following up with individuals who have experienced an overdose to encourage treatment and providing assistance to frequent callers to emergency services. The goal is to connect people with needed support services and help divert them away from further police or emergency responses when possible.

Chief Johnson proposed using the funds to cover the estimated \$97,000 annual cost of making the position full-time. The current part-time position is budgeted at \$29,005 per year. Converting it to a full-time position would cost an estimated \$97,729 per year, which is more than double due to benefits for a full-time employee. For the remainder of the current budget year, it would cost around \$51,000 to make the change if starting in January so it would probably be more like \$40,000 now. Going forward, the annual cost would be approximately \$97,000 per year. Mayor Casper and the City Council expressed support for the program's success in providing services like follow-up care. The funding from the opioid settlement is projected to cover the full-time social worker position for approximately 10 years based on current funds of \$300,000 and estimated annual revenues of \$76,000-\$101,000.

Councilor Larsen asked if having a full-time social worker would free up more uniformed officers over time. Chief Johnson confirmed that it does by taking on things like frequent callers or calls from citizens who frequently contact emergency services like the police or ambulance for issues that may not strictly require an emergency response, such as calls related to mental health crises, homelessness, or substance abuse issues.

Council President Burtenshaw suggested having an action to formally tie the use of opioid funds to the hiring of the social worker position.

Mayor Casper expressed embarrassment that they didn't bring this issue to the Council sooner given the success of the program. She says she gets emotional discussing how the personal touch and follow-up from the social worker benefits citizens who might otherwise be frequently calling emergency services and feels this addresses exactly the kind of community policing citizens had asked for in discussions after the George Floyd incident. Mayor Casper supported Councilor Burtenshaw's suggestion to formally approve using the opioid funds for the social worker position.

Councilor Radford felt that he should recuse himself from this conversation, he says he coached Dallin Ball in basketball and feels he should not involve himself. Councilor Radford added that he supports this completely and hopes for the best things for all the great work Mr. Ball does for the city.

It was moved by Council President Burtenshaw, seconded by Councilor Larsen that Council approve to change the current part-time social work position in the police department from part-time to full-time. And that funding for that comes from the opioid fund money and we direct finance and budget staff to make sure that this is reflected. The motion was carried by the following vote: Aye – Councilors Freeman, Burtenshaw, Francis, Dingman, Larsen. Nay – None. Councilor Radford recused himself.

April 22, 2024, Council Work Session

Executive Session:

It was moved by Councilor Francis, seconded by Councilor Freeman to move into an Executive Session being called to the provisions of Idaho Code Section 74-206(1)(j) to consider labor contract matters authorized under Idaho Code Section 74-206(1)(a) and (b), Idaho Code. The Executive Session will be held in the City Annex Conference Room. The Council will reconvene in an open session after the executive sessions.

The motion was carried by the following vote: Aye – Councilors Francis, Dingman, Freeman, Larsen, Radford, Burtenshaw. Nay – None

The City Council of the City of Idaho Falls met in Executive Session, on Monday, April 22, 2024, in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:50 p.m.

There were present:

Mayor Rebecca L. Noah Casper
Council President Lisa Burtenshaw
Councilor John Radford
Councilor Michelle Ziel-Dingman
Councilor Jim Freeman
Councilor Jim Francis
Councilor Kirk Larsen

Also present:

Darrin Jones, Human Resources Director
Heather Wade, Human Resources Manager
Duane Nelson, Fire Chief
Michael Kirkham, City Attorney

The Executive Session was called pursuant to the provisions of Idaho Code Section 74-206(1)(j) to consider labor contract matters authorized under section 74-206A (1)(a) and (b), Idaho Code.
The Council reconvened in an open session after the executive session at 4:29 p.m.

Fire, Legal and Municipal Services Department: Consideration – Collective Bargaining Agreement.

It was moved by Councilor Freeman, seconded by Councilor Francis that Council approve the Collective Bargaining Agreement as presented in the agenda packet. The motion was carried by the following vote: Aye – Councilors Freeman, Francis, Larsen, Radford, Burtenshaw, Dingman. Nay – None

Multi-departmental: Consideration and Discussion-American Rescue Plan Act (ARPA) Grant Recommendations.

Director Pam Alexander and Grants Administrator Lisa Farris presented recommendations for allocating the remaining ARPA grant funds. Director Alexander provided background on the City's receiving \$10.5 million, which must be committed by 12/31/2024 and spent by 12/31/2026.

Director Alexander stated that Departments had an equal opportunity to submit applications. She said the mission was clear: review and score the applications. Last Friday, our City Treasurer informed us that \$3.7 million remained in our funds through March 2024. Some projects were reconsidered based on earlier proposals from 2021. This provided departments with a chance to propose additional projects for funding. The committee's scoring process was overseen by the individual who evaluated all applications using a prepared methodology.

April 22, 2024, Council Work Session

Ms. Farris summarized 16 project applications totaling \$4,484,271 in requests, including body cameras, vehicles, fire station upgrades, parks, and infrastructure.

Project Name		Description	Amount Requested
Body Worn Camera and In-Car Video Project	IF Police	Purchase the newest generation body cameras and in-car video systems from Lenslock Inc. to allow cloud-based digital storage (not server-based).	\$201,666
Bearcat G3	IF Police	Purchase of Lenco Bearcat G3 armored vehicle for high-risk law enforcement operations to keep officers and citizens safe.	\$411,097
(4) Police Vehicles	IF Police	Lease (4) additional police vehicles from Unified Fleet Services. Add to Impact fees of approx. \$100,000 to replace (4) vehicles as per fleet replacement strategy.	\$86,508
Fire Dept. North Station	IF Fire Dept.	Fire station/storage facility on North Fire Dept. property to bolster Fire/EMS response capabilities.	\$1,500,000
Cityworks Site Upgrades	CDS	Change the order to an existing contract for an upgrade to Cityworks version 23.	\$40,000
City Wide Community Survey	Office of Mayor	Survey to gauge support for a community rec center, training center, or fire station, and overall satisfaction with city services.	\$35,000
City Hall Annex Parking Lot Pavement Replacement	Municipal Srv.	Full re-pavement of City Hall parking lot.	\$60,000
City Council Chambers Expansion	Municipal Srv.	Remove the back wall to expand space/relocate City Attorney offices to other City facility locations.	\$100,000
Frontier Cntr. Performing Arts ADA RR/Lobby Expansion	Municipal Srv.	Construction phase to add lobby space, ADA-compliant restrooms, and elevator access to lower and mezzanine lobbies.	\$1,000,000
City Hall Elevator Project Contingency	Municipal Srv.	The current ARPA elevator project recently discovered an issue with the landing drain which may cause a change order for additional work (Contingency).	\$100,000
Asphalt Repair/Seal River Pkwy	Parks/Rec	At River Parkway from Driftwood Hotel to John's Hole forebay. Repair/patch potholes and coat with a chip seal.	\$35,000
Employee RR/Wash Station Pinecrest Golf Course	Parks/Rec	Build an employee washroom/restroom to replace porta potties and provide a shower/eye wash station.	\$50,000
Heritage Park RR	Parks/Rec	Public restroom for Idaho Falls Riverwalk trail at Heritage Park.	\$200,000
GIFT ADA Replacement Van	Public Works	Purchase a 16-passenger ADA van to replace the 2009 ADA van.	\$165,000
Storm Drain Improvements	Public Works	Remove several storm taps from the sanitary sewer system in the oldest sections of the city.	\$250,000
Commercial Water Meters	Public Works	Purchase/install commercial water meters. Decrease water usage/extend rights.	\$250,000
16 Applications Received	7 Depts.	Total Amount Requested	\$4,484,271

Ms. Farris stated that they initiated the process with two other Council Members, Michelle Ziel-Dingman and Councilor Francis. Ms. Farris stated that their task was to revisit the application criteria, simplifying them from the previous round. The criteria included meeting future health priorities, public safety, long-term community impacts, and addressing needs in disadvantaged neighborhoods. Additionally, projects needed to align with enhanced infrastructure. Key deadlines were set obligations by 12/31/24 and spending by 12/31/26. Applicants also had to support the City Council budget priorities for 2024. 16 submissions were received and reviewed as a committee.

Director Alexander says that following analysis and scoring, the committee recommends several projects for ARPA funding. These include the north side fire station (requested \$1.5 million, recommended \$1.4 million), City Hall elevator contingency (\$100,000), Frontier Center restrooms (revised to \$900,000 due to design changes), Heritage Park restrooms (\$200,000, confirmed spending by 12/31/24), storm drain improvements (\$200,000), Pinecrest Golf Course restroom (\$50,000), citywide public survey (\$35,000), City Works system upgrade (\$40,000), and non-recommended projects for the Asphalt River Parkway and the City Hall Annex parking lot. The committee recommends Body Camera Car Video for the Police Department at \$201,666, and the Bearcat G3 is requested by the Police Department for \$400,000. These projects bring the total available funds to \$3,705,936.48 which is what

April 22, 2024, Council Work Session

is available as of the end of March 2024, considering previous project awards, expenditures, and contract obligations. This recommendation aligns with the committee's assessment.

Mayor Casper suggested kicking off the discussion with a little more information from Police Chief Johnson about the body camera request and the expenses now and in the future.

Police Chief Johnson provided additional details on the request for body cameras. He explained that their current Watchguard system was reaching the end of life and would no longer be supported by Motorola, who acquired Watchguard.

Captain John Marley then spoke further on the issues with Watchguard. He said Lens Lock recently offered a 30-month body camera replacement cycle, which would provide new cameras more frequently than their current system. Lens Lock also offers to keep 10% more cameras in stock than what is authorized in case replacements are needed.

Captain Marley noted Lens Lock has a 24-hour redaction service, which other agencies have praised. All new hardware and cameras would be provided through Lens Lock, resolving compatibility issues between camera generations in their current system.

Lens Lock also proposed a complete data transfer of all existing stored video from their server. Several agencies that use both Motorola and Lens Lock recommended Lens Lock due to issues experienced with Motorola support and services. Bonneville County recently switched to Motorola but has reported several problems since.

Chief Johnson stated that the year one cost \$251,666. Each year, we allocate \$75,000 for body cameras. This year, we've already used \$50,000 from that budget. Additionally, we need to cover the cost of a records management system using the same budget. The program operates under a five-year agreement with the body camera company. Looking ahead to next year, the estimated cost is \$210,016. The difference between our budget and this future cost is \$135,000. To bridge this gap, we'll explore funding options, including discussions with Congress. It's crucial to manage costs effectively while ensuring transparency and accountability in our body camera program.

Mayor Casper feels the ARPA (American Rescue Plan Act) funding is crucial for our regular operations. Having cameras on our officers is a best practice that we shouldn't deviate from. Rather than waiting for the October budget process, securing funding now is essential. The risk of camera failure is real, and this funding bridges the gap. This allows us to act promptly, especially considering the cameras' end-of-life scenario.

Councilor Radford wanted to know how we handle the large amount of data generated by body cameras, especially in terms of storage.

John Marley responded. We're transitioning to a cloud-based system for our body camera program. The motivation behind this shift is the frequent server failures we've experienced. Our existing server, managed by Motorola, reached its end-of-life for email and evidence library in July 2023. Fortunately, we secured a few extra months of service.

Captain Marley stated that the goal is to move everything to the cloud. Instead of opting for more server-based storage, we insisted on an unlimited cloud-based solution. We've consulted with companies in California, Connecticut, Maryland, and Utah, all of whom have successfully implemented similar programs. While I don't have precise breakdowns, early meetings addressed server maintenance issues. These discussions involved Motorola and the Lens Lock system. Ultimately, this move benefits everyone involved.

April 22, 2024, Council Work Session

Councilor Francis inquired about the rental payment to the County for the Law Enforcement Building space, which the Idaho Falls Police Department (IFPD) had previously included in its budget. Specifically, Councilor Francis wanted to know if this payment was discontinued following the move to the new Police Complex and if so, was it in the \$120,000 range? Chief Johnson agreed. He stated that part of that money has been re-budgeted for storage and custodial services.

Mayor Casper asked if the Council was still in agreement with allocating \$201,666 to the Police Department for their request.

Councilor Freeman said he is in support of the allocation, recognizing the importance of body cameras.

Councilor Francis said he was in full support of the allocation, recognizing the importance of body cameras for modern policing. Councilor Dingman agreed and indicated that the committee spent significant time reviewing this request.

Mayor Casper noted that there is sufficient consensus for the funding of body cameras.

Mayor Casper asked if The Council was ready to vote on approving the full ARPA funding package at their next meeting.

Councilor Burtenshaw reviewed the committee's recommended funding allocations. Some of the top priorities included \$1.4 million for the fire station, \$100,000 contingency for the City Hall elevator, \$900,000 for the Frontier Center expansion, and \$200,000 for storm drain improvements.

Councilor Larsen asked Chief Nelson if the fire station funds would cover necessary equipment and future staffing needs. Chief Nelson responded that the money would go towards construction costs, and they have budgeted separately for apparatus and other requirements. Staffing increases may be discussed with future Councils as call volumes rise.

Mayor Casper argued the City should build the station now while estimates are predictable, rather than risking increased construction costs down the line due to rising prices or interest rate hikes. She said even without immediate staffing plans, it's prudent to start the project given its size and importance.

Chief Nelson indicated that these two projects amount to a \$3 million bill and having the opportunity to fund half of this amount is rare. Relying solely on impact fees may not be sufficient and exploring alternative funding sources is crucial for future sustainability.

Councilor Freeman pointed out that we are planning to build this eventually anyway, and with the plan Chief Nelson has, it's a wash, the money is there. We will have to work out the staffing issue in the future.

Mayor Casper thanked Chief Nelson for providing more information. Mayor Casper then asked Council members if there were any other questions.

Councilor Francis indicated that he received clarity today on the Storm Drain Improvements. He says that Public Works has indicated that this is an ok one to cut back because they will just work on these projects one after another until the money runs out and then they will just stop when the funds run out.

He explained that separating storm water from the sanitary sewer system is important, as excess storm water currently puts pressure on the wastewater treatment plant. Heavy rains can cause storm water to overflow into

April 22, 2024, Council Work Session

the sewer lines. Addressing this issue would help reduce pressures on the plant and prevent sewer backups into basements.

Councilor Freeman supports all the recommendations made by the committee and felt they did a great job. Councilor Dingman agreed.

Acceptance and/or Receipt of Minutes:

It was moved by Councilor Radford, seconded by Councilor Larsen, that the Council receive the recommendations from the April 2, 2024, meeting of the Planning and Zoning (P&Z) Commission pursuant to the Local Land Use Planning Act (LLUPA). The motion carried with the following vote: Aye – Councilors Dingman, Radford, Francis, Burtenshaw, Larsen, Freeman, Nay – none.

Mayor and Council: Calendars, Announcements, Events, Reports, Updates, Concerns, Questions, and Discussion:

- Mayor Casper shared upcoming events for April and May. Notably, it's Administrative Professional Week. Thursday City Club, Catherine Smith will moderate a program featuring Lee Radford as the primary speaker, discussing Urban Renewal. Mayor Casper emphasized the need to inform local legislators and concerned citizens about this topic before the Legislature revisits it next January. This meeting is the start of an educational process.
- Cinco de Mayo is coming up in a couple of weeks, we will find out more information on where that has moved to as it is not going to be at the shelter in Tautphaus Park.
- The police Complex Ribbon cutting is tomorrow at 1 pm followed by some tours.
- Wednesday IDA Board meeting 8 am
- Thursday City Council meeting in the Council Chambers.
- Friday is the Budget Kickoff meeting at 8 am in the Police Complex training room.
- Sister Cities if anyone wants to be a part of that delegation let Mayor Casper know by the end of April.
- The AIC (Association of Idaho Cities) annual conference is in June if Council members would like to attend.
- Council members discussed the upcoming budget meeting on Friday the 26th going over the tentative schedule and laying out some rules for being timely with presentations and staying on schedule.
- Council President Burtenshaw had no items to report.
- Council Freeman shared a calendar item for Saturday, April 27th is the worker's memorial at Freeman Park at 10:00 am at the shelter on the riverside. Freeman says he will be the speaker for this event and the Mayor has signed a resolution honoring a worker who was killed this year.
- Councilor Dingman reported that the zoo opened last Wednesday and had 4600 visitors by Sunday. Many of seen the news regarding the damage to Funland was about \$6,000 as an estimate. The damage assessment has not been completed and could amount to more dollars. The Police Department is working to identify the people involved.

The Rec Center floor project is moving along and the sponsors of the floor project are Toyota, Mountain View Health Care, Rockwell Homes, Idaho Falls Fiber. There will be a ribbon cutting when that floor is complete.

Wednesday May 8th at 4:30 pm is the dedicated of the Thomas Hally Tournament score board at Pinecrest Golf Course.

- Councilor Radford had no items to report.
- Councilor Francis gave a couple of updates regarding Sister Cities. Catherine Smith will take on an official position as a liaison to provide economic development which is one of the goals within the Sister Cities Ordinance. Sister Cities is collaborating with Parks and Recreation to create a sign for the Friendship Garden. This sign will provide details about the garden's history, its purpose, and how it came into existence. Director Holm is actively involved in designing this high-quality sign and it will be done professionally.

April 22, 2024, Council Work Session

The Idaho Falls African American Alliance is celebrating Juneteenth with a festival on the 15th. This event, known as the Juneteenth Community Heritage Festival, aligns with the timeframe of the farmer's market. The theme of inclusivity reflects the idea that everyone has heritage, making this celebration of including people into the American Dream. The Alliance will also sponsor an evening event at the Colonial including an educational play about the history of Juneteenth, written by Chloe Doucette from the Museum of Idaho. The play is scheduled for the 19th and is aimed at a young readers group, presented as a reader's theater. Additionally, the Symphony will give a presentation on Florence Price, a notable African American composer from the 20th Century.

Councilor Larsen provided information about what will be on the agenda for Thursday night. He says there will be a bid rejection that will be on the regular agenda and is for a water service line replacement ~~and is~~. The Bid came in at 252% of the engineer's estimate. Another item to be considered for Thursday night is a State/Local agreement with ITD for the Elm Street - Yellowstone to South Boulevard Project. He says this is work that is in the design phase and construction is still a few years out.

There being no further business, the meeting adjourned at 6:03 PM

s/Corrin Wilde
Corrin Wilde, City Clerk

s/Rebecca L. Noah Casper
Rebecca L. Noah Casper, Mayor

Memorandum

File #: 24-214

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, April 30, 2024
DEPARTMENT: Municipal Services

Subject

Purchase of Police Body Worn Camera and In-Car Video Equipment

Council Action Desired

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

Approve the purchase of Police body worn camera and in-car video equipment from LensLock, Inc. for a total of \$251,666 and authorize the Mayor to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

This purchase will access the National Purchasing Partners Government (NPPGov), a cooperative procurement organization for an all-inclusive, five-year contract with LensLock, Inc, contract #PS22120 to replace Police body worn camera and in-car video equipment. The LensLock contract will provide 114 Gen 12.5 Body Worn Cameras and 70 Hawk 6 In-Car Video equipment, software, integration, migration, and cloud-based storage support services. Payment for equipment and services for years 2-5 will be fixed at \$210,016 annually.

Alignment with City & Department Planning Objectives



The purchase of the Police body worn camera and in-car video equipment supports the safe and secure community-oriented result by ensuring public safety personnel are well-trained and well-equipped.

Interdepartmental Coordination

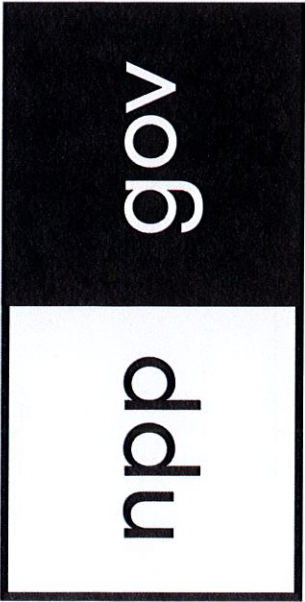
The Police, Legal and Municipal Services Departments have coordinated with this purchase request.

Fiscal Impact

A total of \$201,666 is approved American Rescue Plan Act (ARPA) with the balance of \$50,000 from the Police Department 2023/24 operating budget.

Legal Review

The Legal department concurs that the Council action is within State Statute.



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EXPLORE CONTRACTS



FOR MEMBERS



FOR VENDORS



ABOUT US



LensLock, Inc.



Publicly Solicited Contract

START DATE:

January 10th, 2023

POTENTIAL END DATE:

January 10th, 2029

CONTRACT NUMBER:

PS22120

LEAD PUBLIC AGENCY:

League of Oregon Cities (https://nppgov.com/profile_list/lead-agencies)

This is a publicly solicited contract established through an RFP process conducted by a Lead Public Agency. This contract satisfies formal competitive bid requirements of most states. All NPPGov members are urged to seek independent review by their legal counsel to ensure compliance with all state and local requirements.

Products on Contract

- LensLock - Body-Worn Camera Services
- LensLock - In-Car Video Services
- LensLock - Surveillance Camera Video and Network Services

- LensLocker - Digital Evidence Mangement Services

Instructions to Access This Contract

Please Log in (<https://nppgov.com/contract/lenslock/?login=true>) to view complete list of contract documents and instructions.

Log In (<https://nppgov.com/contract/lenslock/?login=true>)

Contract Documents

For Best Viewing Results Download Contract Docs

Click [Here \(https://s3.us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2023/01/30222928/NPPGov_Adobe_Download_Instructions.pdf\)](https://s3.us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2023/01/30222928/NPPGov_Adobe_Download_Instructions.pdf) for Viewing Instructions

Synopsis, MPA, RFP, and IGA available to logged in members.

-  LensLock - LensLocker™ Evidence Management System Flyer (<https://s3.us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2023/02/07171201/LensLock-LensLocker%E2%84%A2-Evidence-Management-System-Flyer.pdf>)
-  LensLock - Genesis 12.5 Body-Worn Camera Flyer (<https://s3.us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2023/02/07171159/LensLock-Genesis-12.5-Body-Worn-Camera-Flyer.pdf>)
-  LensLock - Dash Cam System Flyer Update (<https://s3.us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2023/02/07175229/LensLock-Dash-Cam-System-Flyer-Update.pdf>)

Contact NPPGov

Customer Service

customerservice@nppgov.com (mailto:customerservice@nppgov.com)
Phone: 877.329.8847

Testimonial

 The first agency to sign on with LensLock in Texas, St. Hedwig Marshal's Office equipped their staff with reliable, cost-effective, and easy-to-use LensLock body-worn cameras and dash-cams. "In dealing with LensLock, you're not a number, you're not just another account. It's like you're part of the LensLock family."

Marshal Mark Soto
St. Hedwig Marshal's Office



LENSLOCK

LensLock builds innovative, cost-effective technology solutions specifically designed for law enforcement agencies, and delivers best-in-class service each and every day. LensLock provides body-worn cameras, in-car cameras, security cameras, and digital evidence management to law enforcement agencies nationwide. They stand behind their motto: "We Serve Heroes Every Day." Their mission is to protect, innovate, and serve.

Additional Company Information

- 🔗 [LensLock Client Success Stories \(https://www.lenslock.com/client-success-stories\)](https://www.lenslock.com/client-success-stories)
- 🔗 [LensLock Product Brochure \(https://www.flipsnack.com/lenslock/lenslock-fully-integrated-mobile-video-service-12-5/full-view.html\)](https://www.flipsnack.com/lenslock/lenslock-fully-integrated-mobile-video-service-12-5/full-view.html)

Contact Info

Andrew Lynch, Executive Vice President of Sales
Ajl@lensock.com
(866) 536-7562 EXT. 209

Mailing Address

13125 Danielson Street
Suite 112
Poway, CA 92064

ADDRESS

17930 International Blvd.
Suite 900
SeaTac, WA 98188

CONTACT

Phone: 877.329.8847
customerservice@nppgov.com (<mailto:customerservice@nppgov.com>)

SOCIAL

 (<https://www.facebook.com/NPPGov>)  (<https://www.youtube.com/channel/UCf7Kha5PPKp4-t0QZcy9NGg>)
 (<https://www.linkedin.com/company-beta/4787537/>)
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LENSLOCK

Idaho Falls Police Department - ID

LensLock Regional Manager

Sean O'Grady

(949) 690-6552

SOG@LensLock.com

13125 Danielson Street, Suite 112
Poway, CA 92064
U.S.A.



LensLock Inc.
"Securing Trust - One Incident at a Time"
13125 Danielson St., Suite 112
Poway, CA 92064 - U.S.A.
Toll Free - 888-538-0589
www.LensLock.com

Issued: May 3, 2024

Proposal Valid for 90 Days

NPP Contract #PS22120

Services: BWC & ICV Services
Payment Terms: Net 30
Length of Service: 60 Months
Start Date: **May 21, 2024**

ATTENTION:

Idaho Falls Police Department

605 North Capital Ave
Idaho Falls, ID 83402
Customer ID# XXX-XX

SALES REPRESENTATIVE:

Sean O'Grady
Regional Manager
Phone: (949) 690-6552
Email: SOG@LensLock.com

QTY	DESCRIPTION	UNIT PRICE	YEAR 1 COST
102	Gen 12.5 Body Worn Camera Service - UNLIMITED Data Plan	\$1,099.00	\$112,098.00
12	Gen 12.5 Body Worn Camera Service - UNLIMITED Data Plan - Admin	\$799.00	\$9,588.00
102	\$1,500 Credit Rebate on Existing BWC Equip (\$300 per device/per year)	-\$300.00	-\$30,600.00
114	BlueAssist Transcription & AI Analytics	\$200.00	INCLUDED
70	Hawk 6 In-Car Video Service - Unlimited Data	\$2,099.00	\$146,930.00
70	\$2000 Credit Rebate on Existing ICV Equip (\$400 per device/per year)	-\$400.00	-\$28,000.00
70	Bluetooth Auto Activation - Code 2/3, Door, Speed, Collision, Rifle Rack	\$299.00	INCLUDED
70	LensLock Pro-Grade Installation - One-Time Fee	\$595.00	\$41,650.00
70	LensLock Custom MDT Application	\$0.00	INCLUDED
TBD	Ubiquity Access Points	\$335.00	INCLUDED
184	60-Month Hardware Guarantee	\$0.00	INCLUDED
114	New Body Worn Cameras Every 30 Months	\$0.00	INCLUDED
Unlimited	CAD Integration - Tyler Technologies	\$0.00	INCLUDED
Unlimited	Migration & Hosting of Legacy Data - Motorola	\$0.00	INCLUDED
Unlimited	LensLock FBI-CJIS Redaction Services	\$0.00	INCLUDED
Unlimited	24/7/365 Premier Customer Support	\$0.00	INCLUDED
Unlimited	LensLock Evidence Management Software Access	\$0.00	INCLUDED
Unlimited	District Attorney & Defense Based Software Licenses	\$0.00	INCLUDED
		SUBTOTAL	\$251,666.00
		SALES TAX	EXEMPT
		TOTAL	\$251,666.00

Summary of 5-Year Payments

Payment	Amount
Year 1 - 06/21/2024 - 06/20/2025	\$251,666.00
Year 2 - 06/21/2025 - 06/20/2026	\$210,016.00
Year 3 - 06/21/2026 - 06/20/2027	\$210,016.00
Year 4 - 06/21/2027 - 06/20/2028	\$210,016.00
Year 5 - 06/21/2028 - 06/20/2029	\$210,016.00

**LensLock Inc.**

"Securing Trust - One Incident at a Time"
13125 Danielson St., Suite 112
Poway, CA 92064 - U.S.A.
Toll Free - 888-538-0589
www.LensLock.com

CLIENT: Idaho Falls Police Department

(Name - Title)

(Signature)

(Date)

VENDOR: LensLock, Inc.

Andrew Lynch - Executive Vice President

(Name - Title)

(Signature)

(Date)

Thank you SINCERELY for your business!

[LensLock Terms and Conditions](#)



LEAGUE OF OREGON CITIES**MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and LENSLOCK, INC. ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Information Technology (IT) Services, Related Equipment, & Support, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Information Technology (IT) Services, Related Equipment, & Support the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2215 for Information Technology (IT) Services, Related Equipment, & Support; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2215 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA22120, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts

generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION

WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Kevin Toon
Email: rfp@ORCities.org

If to Vendor:

LENSLOCK, INC.
6408 W Linebaugh Ave.
Suite 103
Tampa FL 33625
ATTN: Andrew Lynch
Email: AJL@lenslock.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

[Signature page to follow]

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:
Signature: Patricia M. Mulvihill
A49AFD929F7246E...

Printed Name: Patricia M. Mulvihill

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: January 11, 2023 | 9:15 AM PST

VENDOR:

DocuSigned by:
Signature: Andrew Lynch
ETC49311E7AC445...

Printed Name: Andrew Lynch

Title: Executive Vice President
LENSLOCK, INC.

Dated: January 10, 2023 | 2:58 PM PST

ATTACHMENT A

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

INFORMATION TECHNOLOGY (IT) SERVICES, RELATED EQUIPMENT, & SUPPORT	
Product Category	Percentage (%) off List Price
INFORMATION TECHNOLOGY MANAGED SERVICES	2%
INFORMATION TECHNOLOGY STAFFING & SERVICES	2%
INFORMATION TECHNOLOGY RELATED SERVICES	2%
OTHER	

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

<https://www.lenslock.com/terms-of-use>

Certificate Of Completion

Envelope Id: B10BA6A8AD8F418EADF55E18550791C6

Status: Completed

Subject: Complete with DocuSign: MPA 2215 LOC and LENSLOCK FINAL.pdf

Source Envelope:

Document Pages: 16

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Marshall Stiles

AutoNav: Enabled

17930 International Boulevard

Envelopeld Stamping: Enabled

Suite 900

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

SeaTac, WA 98188

marshall.stiles@mynpp.com

IP Address: 66.212.64.166

Record Tracking

Status: Original

Holder: Marshall Stiles

Location: DocuSign

1/4/2023 12:28:36 PM

marshall.stiles@mynpp.com

Signer Events

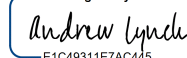
Andrew Lynch

AJL@lenslock.com

Executive Vice President

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



E1C49311E7AC445...

Timestamp

Sent: 1/4/2023 12:30:52 PM

Viewed: 1/5/2023 5:13:02 AM

Signed: 1/10/2023 2:58:09 PM

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Using IP Address: 12.230.16.147

Electronic Record and Signature Disclosure:

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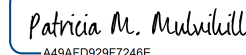
Patricia M. Mulvihill

pmulvihill@orcities.org

Executive Director

Security Level: Email, Account Authentication
(None)

DocuSigned by:



A49AFD929F7246E...

Sent: 1/10/2023 3:02:15 PM

Viewed: 1/11/2023 9:15:47 AM

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Marshall Stiles

marshall.stiles@mynpp.com

Contract Administrator

NPP & NPPGov

Security Level: Email, Account Authentication
(None)

Using IP Address: 4.79.109.94

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

VIEWED

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Viewed: 1/10/2023 3:02:14 PM

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	1/10/2023 3:01:32 PM
Certified Delivered	Security Checked	1/11/2023 9:15:47 AM
Signing Complete	Security Checked	1/11/2023 9:15:55 AM
Completed	Security Checked	1/11/2023 9:15:55 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

Memorandum

File #: 24-217

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, May 1, 2024
DEPARTMENT: Public Works

Subject

Bid Rejection - Sewer Dig & Point Repairs 2024

Council Action Desired

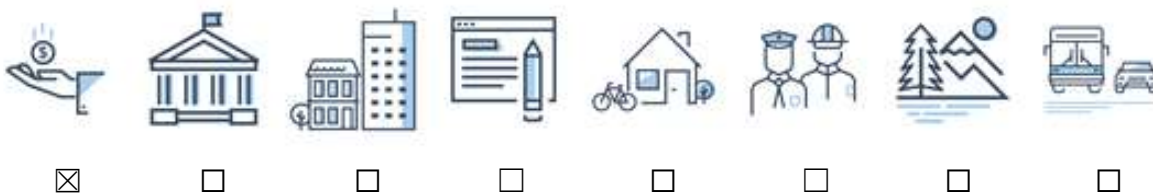
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Reject the single bid received from Knife River Corporation - Mountain West, for the Sewer Dig & Point Repairs 2024 project, find that these services can be best procured on the open market, and direct staff to solicit the work on the open market (or take other action deemed appropriate).

Description, Background Information & Purpose

On Wednesday, May 1, 2024, bids were received and opened for the Sewer Dig & Point Repairs 2024 project. A tabulation of bid results is attached. The only bid received was for \$89,505.00 which is 299% of the engineer's estimate. Public Works staff reviewed the bid and concluded that awarding this contract is not in the best interest of the city.

Alignment with City & Department Planning Objectives



This action supports the community-oriented result of good governance by rejecting a bid for this project that greatly exceeds the engineer's estimate.

Interdepartmental Coordination

N/A

Fiscal Impact

N/A

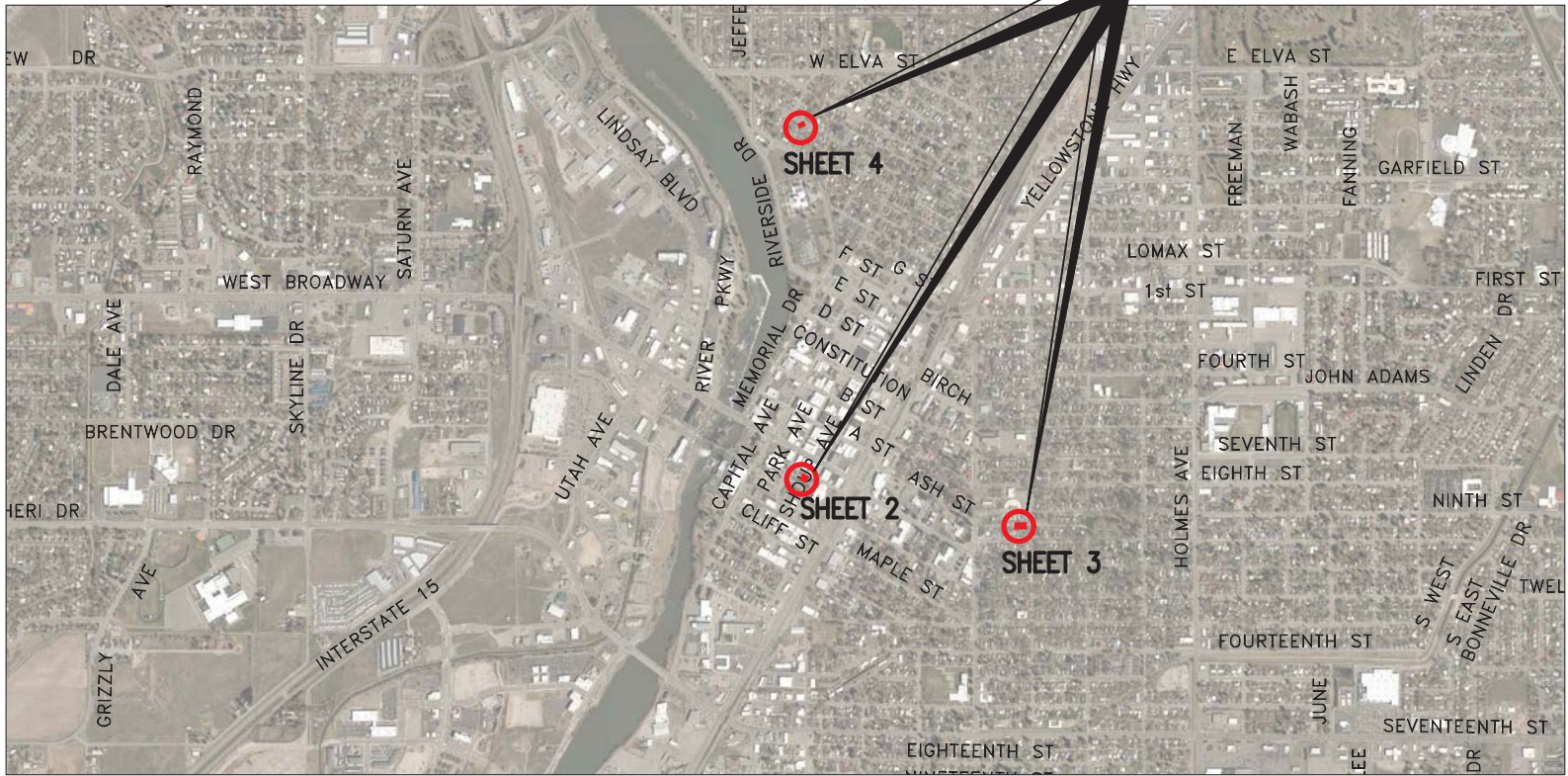
Legal Review

The Legal Department reviewed the bid process and concurred that the Council action desired is compliant with Idaho State Statute.

SEWER DIG & POINT REPAIRS 2024

0-00-00-0-SWR-2024-29

PROJECT LOCATIONS



MAYOR

Rebecca L. Noah Casper

CITY COUNCIL

Michelle Ziel-Dingman
Lisa Burtenshaw
Kirk Larsen

Jim Francis
John B. Radford
Jim Freeman

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR

Chris H. Fredericksen, P.E.

CITY ENGINEER

Kent J. Fugal, P.E., PTOE

2024

Digitally signed by
Kent J Fugal
Date: 2024.04.25
16:51:32-06'00'



AS BUILT DATE / BY:

SCALE SHOWN IS FOR
SHEET 11 x 17 ONLY

ENGINEERING
DIVISION



SEWER DIG & POINT REPAIRS
2024

TITLE PAGE

CHECKED BY:	DESIGN TECH:	DATE PLOTTED:	SHEET NO.
	CW	4/25/2024	1 OF 4

City of Idaho Falls

Engineering Division Engineer's Estimate

Project: Sewer Dig & Point Repairs 2024

Number: 0-00-00-0-SWR-2024-29

Submitted: May 1, 2024

Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Knife River Corporation - Mountain West	
				Unit Price	Total Amount	Unit Price	Total Amount
	DIVISION 200 - EARTHWORK						
201.4.1.D.1	Removal of Sidewalk	20	SY	\$20.00	\$400.00	\$85.00	\$1,700.00
201.4.1.E.1	Removal of Curb & Gutter	58	LF	\$15.00	\$870.00	\$35.00	\$2,030.00
	DIVISION 300 - TRENCHING						
307.4.1.A.1	Miscellaneous Surface Restoration (Landscaping)	16	LF	\$50.00	\$800.00	\$200.00	\$3,200.00
	DIVISION 600 - CULVERTS & STORM DRAINS						
601.4.1.A.5.a	12" Storm Drain Pipe	134	LF	\$70.00	\$9,380.00	\$300.00	\$40,200.00
601.4.1.A.5.b	12" Storm Drain Pipe C900	42	LF	\$125.00	\$5,250.00	\$300.00	\$12,600.00
602.4.1.F.1	Catch Basin – Type Standard	1	EA	\$4,950.00	\$4,950.00	\$5,600.00	\$5,600.00
	DIVISION 700 - CONCRETE						
706.4.1.A.7.a	Curb and Gutter, Type Standard	58	LF	\$65.00	\$3,770.00	\$200.00	\$11,600.00
706.4.1.E.1.a	Concrete Sidewalks, 4"	13	SY	\$120.00	\$1,560.00	\$275.00	\$3,575.00
706.4.1.E.1.b	Concrete Sidewalks, 5"	7	SY	\$140.00	\$980.00	\$900.00	\$6,300.00
	SPECIAL PROVISIONS						
S0605	Inlet Box (Frame & Grate Only)	1	EA	\$2,000.00	\$2,000.00	\$2,700.00	\$2,700.00
	TOTAL				\$29,960.00		\$89,505.00

Memorandum

File #: 24-219

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, May 1, 2024
DEPARTMENT: Public Works

Subject

Microtransit Professional Services Agreement Renewal with Idaho Falls Downtowner LLC

Council Action Desired

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

Approve the Professional Services Agreement between the City of Idaho Falls and Idaho Falls Downtowner LLC, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

This Agreement provides for the renewal of a turn-key operation to operate, market, and maintain a demand response rideshare service within Idaho Falls city limits. Downtowner has performed the agreed-upon services for the past two years. Staff recommends renewing the Agreement.

Alignment with City & Department Planning Objectives



This Agreement comports with the community-oriented results of a livable community and reliable public transportation.

Interdepartmental Coordination

Interdepartmental coordination will take place as required in support of this service.

Fiscal Impact

The Agreement specifies a not-to-exceed cost of \$1,680,691.00 to provide scoped services. This cost is budgeted and will be reimbursed, requiring no financial contribution by the City of Idaho Falls.

Legal Review

The Legal Department prepared the Agreement.

2024-027

**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO
MICROTRANSIT PUBLIC TRANSPORTATION SERVICES BETWEEN THE
CITY OF IDAHO FALLS, IDAHO, AND IDAHO FALLS DOWNTOWNER, LLC**

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO MICROTRANSIT PUBLIC TRANSPORTATION SERVICES BETWEEN THE CITY OF IDAHO FALLS, IDAHO, AND IDAHO FALLS DOWNTOWNER, LLC (“Agreement”) is made and entered into this _____ day of _____, 2024, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (“City”), and Idaho Falls Downtowner, LLC, a Florida Limited liability Company, LLC, 210 NE 4th Ave, Delray Beach FL 33483 (“CONTRACTOR”).

WHEREAS, CITY desires to continue a flexible public transportation microtransit service project that provides on-demand/all-in-one services to the general public in Idaho Falls; and

WHEREAS, CITY issued a RFP # IF-22-02 on December 22, 2021, inviting the public to submit proposals to provide a turnkey service, to include all necessary technology, labor, and vehicles for complete operations management for microtransit service; and

WHEREAS, CONTRACTOR’s proposal was evaluated as the highest scoring proposal; and

WHEREAS, CONTRACTOR desires to provide all described elements of such a microtransit service within the City of Idaho Falls service area; and

WHEREAS, CITY and CONTRACTOR entered into an prior agreement to provide microtransit services on March 25, 2022, that was renewed by the parties on July 7, 2023; and

WHEREAS, CITY and CONTRACTOR desire to renew the agreement again for CONTRACTOR to provide the microtransit services outlined herein upon the terms and conditions described.

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

SECTION I. SCOPE OF WORK

CONTRACTOR shall provide all services, technology, labor, marketing, and vehicles necessary to develop and implement a flexible public transit service pilot project in the form of a on-demand microtransit service (“Microtransit Services”). CONTRACTOR shall provide Microtransit Services to the general public within the geographic limits of the City of Idaho Falls, Idaho. Microtransit Services completed by the CONTRACTOR shall include the following:

A. Service Area

1. CONTRACTOR’s service area shall include the geographic limits of CITY. All passenger trips shall begin and end within the service area. The service area may,

from time to time, be expanded through annexation undertaken pursuant to the requirements in the Idaho Code. In addition, the parties may from time to time administratively expand the service area through mutual written agreement.

2. CONTRACTOR shall schedule Microtransit Services six (6) days per week for fourteen (14) hours per day. The parties may, from time to time, administratively adjust this schedule by mutual written agreement.
- B. Customer Service – CONTRACTOR’s Microtransit Services shall include the following customer service characteristics:
1. A local field manager who shall be identified to CITY who shall coordinate customer support locally in the Idaho Falls geographic area.
 2. CONTRACTOR shall provide timely and responsive customer support, including to users and to CITY. This customer service shall be available during all hours of operation.
 3. CONTRACTOR shall provide reasonable accommodations, consistent with the Americans with Disabilities Act, to users of the Microtransit Services. Reasonable accommodations under this Agreement include, but are not limited to, to door-to-door assistance upon user request. Specifically, CONTRACTOR shall ensure that CONTRACTOR or CONTRACTOR’s employees or agents shall assist users who request accommodation or assistance from the door of their home (or main entrance, if a multi-unit building) to the door of the vehicle. CONTRACTOR shall provide accommodations which include helping disabled users to enter and exit the vehicle, assisting with bags and with stairs, as necessary. Permitting users to travel with a service animal also shall constitute a reasonable accommodation.
 4. CONTRACTOR shall hire, train, and supervise all vehicle operators. CONTRACTOR shall also ensure all vehicle operators and vehicles are appropriately licensed and in compliance with all applicable laws and regulations, including all relevant regulations, policies and procedures as noted in the most current Federal Transit Administration (FTA) Master Agreement.” CONTRACTOR shall provide all vehicle operators with training on serving and accommodating persons with disabilities prior to engaging in work. Disability training shall include training on how to accommodate users with oxygen assistance devices and how to load and unload an oxygen assistance device. CONTRACTOR shall conduct a background check on all vehicle operators that is at least as restrictive as the requirements in Idaho Falls City Code § 4-15-16.
 5. CONTRACTOR shall develop a safety and customer training program that it shall require all of its employees to complete. The training program shall include a condition for new CONTRACTOR employees to be subject to a probationary period for the purpose of CONTRACTOR’s evaluation of the employee’s adherence to CONTRACTOR’s safety and customer service standards. The training program’s probationary period shall not be less than a 180 day period.

6. CONTRACTOR shall provide to CITY current versions of its employment policies, including its drug and alcohol policy and background check policy. CONTRACTOR shall ensure that its drug and alcohol policy (testing policy) complies with all FTA requirements, including 49 CFR Part 655.

C. Level of Service

1. CONTRACTOR shall meet the following level of service parameters (as indicated in the table below) ninety-five percent (95%) of the time. CONTRACTOR shall provide a monthly level of service parameters report to CITY for all items listed in the table below.

ITEM	DESCRIPTION	Level of Service
Average wait time	Amount of time between service request and service provision	15 minutes
Average trip time	Amount of time between pick up and drop off.	15 minutes
System Uptime	Uptime of website and app	98%
Customer service	Question/complaint response/all commentary collected in software	24 hours
Safety	Accident/incident reports	In the event of injury or police involvement, report within 24 hours
Missed trips	Percent of trips missed	No more than 0.5 percent missed trips

The parties may, from time to time, administratively adjust these level of service parameters, after considering demand and other key variables, by written agreement.

2. Individual wait times shall not exceed thirty (30) minutes. CONTRACTOR shall provide an expedited report when the total level of service includes more than five percent (5%) of wait times that exceed thirty (30) minutes.
3. CONTRACTOR shall provide the vehicle fleet necessary for the Microtransit Services. The fleet shall include, at a minimum, four (4) vehicles in service at all times. CONTRACTOR shall add addition vehicles if necessary to meet the above

level of service parameters. CONTRACTOR shall ensure that the vehicles fleet is maintained, cleaned, stored, and fueled. The parties may, from time to time, administratively adjust the minimum vehicle service levels upon mutual written agreement.

4. Each vehicle shall have a minimum capacity for four (4) adult passengers with seat belts with one (1) seat or space in-between passengers.
 5. All vehicles will be equipped with the necessary data and voice connectivity, hardware, and software tools to receive customer trip requests on-demand, and passenger pick-up and/or drop-off locations as assigned by the central trip-dispatching platform.
 6. All vehicles shall be equipped with a dash camera. In addition, if CONTRACTOR accepts cash, voucher, token, punch cards, or similar physical fees, all vehicles shall include a cash box camera.
 7. CONTRACTOR shall provide equivalent wheelchair accessible vehicle services upon user request. CONTRACTOR shall either provide an entire vehicle service fleet that is wheelchair-accessible, or ensure that a portion of the fleet be wheelchair accessible vehicles and that there is always a sufficient number of wheelchair accessible vehicles available during service hours to deliver the target level of service as required under this Agreement.
 8. CONTRACTOR may, at CITY's request, be required by CITY to affix or attach signage or advertisements on the interior and exterior of the vehicles. In addition, CITY may require CONTRACTOR to provide or display brochures, pamphlets, or leaflets. CITY may also require CONTRACTOR to install interior physical or electronic displays. CONTRACTOR shall not attach signage or advertisements to the interior or exterior of the vehicle without CITY's written consent and approval.
- D. Software – CONTRACTOR shall create and maintain a software platform that provides automated scheduling and dispatching of transportation services. The software shall allow customers to book trips, cancel trips, pay for trips, request assistance, ask questions, make complaints, request refunds, or receive general support. CONTRACTOR shall also provide a telephone-based “dial-a-ride” option that provides an alternative, equitable method for the public to have access to Microtransit Services provided by CONTRACTOR. Telephone-based options shall not require internet or smartphone for the general public to access Microtransit Services provided by CONTRACTOR. In addition, the software shall include the following components, at a minimum:
1. Compatibility with General Transit Feed Specifications datasets (GTFS-Flex).
 2. An administrative portal to CITY that shall provide to CITY, on demand, comprehensive, real-time performance data collection dashboard. The data collection dashboard shall include, at a minimum, metrics on ridership, customer service and satisfaction, and financial performance. The parties may, from time to

time, administratively adjust the metrics to be included on the data collection dashboard by mutual written agreement.

3. A smartphone user app that is compatible with both iOS and Android.
4. An electronic fare payment system that is compliant with Title VI of the Civil Rights Act of 1964.
5. The ability to clearly display for a user the fee cost of trip in advance of booking the trip.
6. The ability to clearly display or describe to the user the vehicle or vehicle information so that a user can clearly identify the Mircotransit Service vehicle prior to booking a trip.
7. The ability to coordinate passenger pre-registration, scheduling, and dispatch processes for paratransit vehicles and services.
8. The ability to apply different rate structures based on rider characteristics or qualifications (i.e., persons with disabilities, elderly, students, veterans, etc.).
9. The ability to request a wheelchair accessible vehicle on-demand.
10. The ability to collect customer ratings or experience feedback from users. Rating or feedback shall permit users to comment on driver performance, customer service, and cleanliness of vehicle. The parties may, from time to time, administratively adjust ratings or feedback topics by mutual written agreement.

E. Microtransit User Fees

1. User fees for Microtransit Service shall be set by CITY, from time to time. User fees shall be remitted back to CITY without deduction.
2. CONTRACTOR shall ensure that gratuities, tips, or donations shall in no way be solicited by the CONTRACTOR or its drivers. No tips will be solicited for services provided either via the app, business cards, decals, tip jars, or in any manner.

F. Program Management

1. CONTRACTOR shall have the primary responsibility to market Mircotransit Services to be provided under this Agreement. However, the parties shall cooperate and agree to any marketing or promotion prior to marketing deployment.
2. CITY shall have the right to independently market or post information about the Mircotransit Service provided under this Agreement.

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2024, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L: Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, and acknowledged to me that they are authorized to execute the same for and on behalf of said City.

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

(Seal)

Notary Public of Idaho

Residing at: _____

My Commission Expires: _____

STATE OF Florida)
) ss:
County of Palm Beach)

On this 3 day of May, 2024, before me, the undersigned, a notary public, in and for said State, personally appeared ~~Travis Gleason~~ Stephan A. Murray, known or identified to me to be the Manager of Idaho Falls Downtowner, LLC, and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf of Idaho Falls Downtowner, LLC.

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

(Seal)



MARK L. JONES
Commission # HH 187563
Expires January 14, 2026
Bonded Thru Budget Notary Services

[Signature]
Notary Public of ~~Idaho~~ Florida

Residing at: 455 NE 5th Avenue Delray Beach FL 33483

My Commission Expires: 01-14-2026

3. CONTRACTOR shall routinely collaborate with the City of Idaho Falls Transit Coordinator, the Idaho Transportation Department, the Greater Idaho Falls Transit Service (GIFT), and the Bonneville Metropolitan Planning Organization on an as needed basis. CONTRACTOR shall, upon request, make additional coordination efforts with the City of Idaho Falls Transit Coordinator.
4. CONTRACTOR shall be responsible for adhering to all regulatory policies, permitting requirements, and approvals pre-launch and while operational, including all relevant regulations, policies and procedures as noted in the most current Federal Transit Administration (FTA) Master Agreement. CONTRACTOR shall be required to understand and adhere to all regional, state, and federal regulations including the needs of riders under the Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, and the Federal Executive Order on Environmental Justice.
5. In addition to any other reporting requirement in this Agreement, CONTRACTOR shall submit a monthly report, due at the end of each month, which shall include the following at a minimum:
 - a. Days of operation;
 - b. Unlinked passenger trips, including ADA unlinked trips;
 - c. Passenger miles traveled;
 - d. Peak number of transportation units operating;
 - e. Actual odometer/transportation unit miles (including all rented, leased, or substitution vehicles used for operations any time during the month);
 - f. Actual revenue miles per transportation unit miles;
 - g. Actual transportation unit hours;
 - h. Actual transportation unit revenue hours;
 - i. Unique rider accounts;
 - j. Percentage of rides shared;
 - k. Wait times, to include average wait times, mean wait times, and outliers;
 - l. Ride times to include average ride times, mean ride times, and outliers;
 - m. Experience ratings;
 - n. Wheelchair rides;
 - o. No shows;

- p. Percentage of rides more than five (5) minutes outside informed timing;
- q. Breakdown of rides per fare group;
- r. Self-identified ADA, senior citizen, student, veteran ride numbers, and ride data.

The parties may, from time to time, administratively agree to change the items to be included in the monthly reports required under this paragraph by mutual written agreement.

SECTION II:

A. Independent Contractor.

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

B. Fees and Conditions for Professional Services.

1. Payment for all services described in this Agreement is provided in accordance with the cost described in Section II.B.2. of this Agreement.
2. The not-to-exceed cost for CONTRACTOR's services for Project as described in Section I, Scope of Work, shall be one million six hundred eighty thousand six hundred ninety-one dollars (\$1,680,691.00), to be divided as follows:
 - a. Fixed costs in the not to exceed the amount of eight hundred three thousand fifty-five dollars (\$803,055.00) to be paid in equal payments on Months 1, 4, 7, and 10 of the Agreement. Fixed costs under this Agreement shall include costs for onsite management, vehicle leases, insurance, maintenance, cleaning, storage, staffing, dispatch, vehicle devices and technology, and all other program management and software cost. The parties acknowledge that the fixed costs under this Agreement have been reduced by CITY's in-kind contribution of providing the CONTRACTOR with vehicle parking spaces. The parties agree that the fair market value CITY's in-kind contribution constitutes a value of twenty-four thousand dollars (\$24,000) a year. CONTRACTOR shall document this in-kind contribution on a pro-rata basis on its fixed cost statement provided in the quarterly invoices on Months 1, 4, 7, and 10 of the Agreement.
 - b. Variable costs invoiced each month of service at the total vehicle hours at the hourly rate of twenty-eight dollars and forty-one cents (\$28.41) an

hour, up to a not-to-exceed amount of seven hundred seventy-nine thousand six hundred eighty-four dollars (\$779,684). Total vehicle hours shall only include time that a vehicle is ready and capable of providing transportation service. CONTRACTOR shall not invoice for vehicle hours where the vehicle was undergoing maintenance, refueling/recharging, or being stored. When CONTRACTOR submits an invoice for the billable vehicle service hours, CONTRACTOR shall submit a report of the daily ridership broken down to the hour in substantially the same format as follows:

Date	Hour	Passengers		Billable Hours	Total Employees on Duty Per Hour
MM/DD/YYYY	6AM				
MM/DD/YYYY	7AM				
MM/DD/YYYY	8AM				
MM/DD/YYYY	9AM				
MM/DD/YYYY	10AM				
MM/DD/YYYY	11AM				
MM/DD/YYYY	12PM				
MM/DD/YYYY	1PM				
MM/DD/YYYY	2PM				
MM/DD/YYYY	3PM				
MM/DD/YYYY	4PM				
MM/DD/YYYY	5PM				
MM/DD/YYYY	6PM				
MM/DD/YYYY	7PM				
MM/DD/YYYY	8PM				
MM/DD/YYYY	9PM				
MM/DD/YYYY	10PM				
	Day Passengers		Daily Subtotal		
	All Time Passengers		Monthly Subtotal		
			Yearly Subtotal		

- c. Fuel costs at the actual cost incurred, up to an not to exceed amount of ninety-seven thousand nine hundred fifty-two dollars (\$97,952.00), without written approval. CONTRACTOR and CONTRACTOR's employee shall only fuel at locations or by fuel vendors that are approved in advance by CITY's Transit Coordinator. Any fueling that occurs at a

fueling location or from a fuel vendor that has not been approved by CITY's Transit Coordinator shall not be reimbursed to CONTRACTOR.

3. Payment is due upon receipt of CONTRACTOR's statement(s) within thirty (30) days. An estimated invoice schedule appears below.

Invoice Date 2024-25 contract	Setup Cost	Fixed Cost (Quarterly Payment)	Estimated Variable Cost	Estimated Fuel Cost	Total
Contract signing	\$0	\$0	\$0	\$0.00	\$0
Jun-24	\$0	\$200,763.75	\$64,973.66	\$8,162.66	\$273,900.07
Jul-24	\$0	\$0	\$64,973.66	\$8,162.66	\$73,136
Aug-24	\$0	\$0	\$64,973.66	\$8,162.66	\$73,136.32
Sep-24	\$0	\$200,763.75	\$64,973.66	\$8,162.66	\$273,900.07
Oct-24	\$0	\$0	\$64,973.67	\$8,162.67	\$73,136.34
Nov-24	\$0	\$0	\$64,973.67	\$8,162.67	\$73,136.34
Dec-24	\$0	\$200,763.75	\$64,973.67	\$8,162.67	\$273,900.09
Jan-25	\$0	\$0	\$64,973.67	\$8,162.67	\$73,136.34
Feb-25	\$0	\$0	\$64,973.67	\$8,162.67	\$73,136.34
Mar-25	\$0	\$200,763.75	\$64,973.67	\$8,162.67	\$273,900.09
Apr-25	\$0	\$0	\$64,973.67	\$8,162.67	\$73,136.34
May-25	\$0	\$0	\$64,973.67	\$8,162.67	\$73,136.34
Total	\$0	\$803,055.00	\$779,684	\$97,952.00	\$1,680,691

The parties acknowledge that while this table includes an estimate of monthly variable and fuel costs, CONTRACTOR shall invoice variable and fuel costs in accordance with the terms of this Agreement. CONTRACTOR's invoices shall note how many hours were charged at the variable rate and shall include the actual fuel costs.

C. Term of Agreement.

This Agreement shall become effective on June 1st, 2024. This Agreement shall expire on May 31, 2025. The parties agree that the Agreement shall automatically renew for another one (1) year term, for a maximum five (5) year period (2028), unless either party has notified the other in writing on or before February 28 of the expiring year. Within thirty (30) days of the automatically renewed term, the parties shall meet and agree to an updated estimated variable and estimated fuel costs for the renewed term.

SECTION III:

A. Termination of Agreement.

This Agreement may be terminated by CONTRACTOR upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CONTRACTOR.

CITY may terminate this Agreement with thirty (30) days notice without cause and without further liability to CONTRACTOR except as designated by this section. In the event of termination, CONTRACTOR shall be paid for services performed to termination date, based upon the work completed. All work including reports, shall become the property of, and shall be surrendered to, CITY.

B. Extent of Agreement.

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

C. Project Timeline.

CITY and CONTRACTOR shall agree upon a start date. CITY shall make available to CONTRACTOR all technical data of record in CITY's possession, including financial, operations, and other information necessary for the Microtransit Service pilot project.

D. Termination of Project.

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

E. Fund Availability.

Financial obligations of CITY, payable after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Agreement contemplates CITY utilizing local, state, or federal funds to meet its obligations herein, this Agreement shall be contingent upon the availability of those funds for payment pursuant to the terms of this Agreement.

F. CONTRACTOR's Duty of Care.

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

G. CONTRACTOR's Insurance.

CONTRACTOR shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, Professional Liability Insurance, and Comprehensive General Liability Insurance coverage. The Professional Liability Insurance and Comprehensive General Liability Insurance shall have minimum limits of one million dollars (\$1,000,000) per occurrence.

The Comprehensive Automobile Liability required under this section shall have, at a minimum, combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) each occurrence and one million dollars (\$1,000,000.00) aggregate with respect to each CONTRACTOR's owned, hired, and non-owned vehicles assigned to or used in performance of the Scope of Work. The policy shall contain a severability of interests provision. If the CONTRACTOR has no owned automobiles, the requirements of this Section shall be met by each employee of the CONTRACTOR providing services to CITY under this Agreement.

CONTRACTOR's insurance shall be endorsed to include CITY and CITY's employees, elected officials, and officers as additional insureds.

H. Indemnification.

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

I. Jurisdiction and Venue.

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

J. Binding of Successors.

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

K. Modification and Assignability of Agreement.

This Agreement contains the entire agreement between the parties concerning the professional services, and no statements, promises, or inducements made by either party, or agents of either party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express

authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

L. CITY's Representatives.

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

M. Ownership and Publication of Materials and CITY's Right to Use Delivered Materials.

CITY and CONTRACTOR agree that CITY, with this Agreement, acquires the right to use all written materials, including but not limited to reports, information, data, images, diagrams, plans, and any other written documents prepared and delivered to CITY by CONTRACTOR pursuant to this Agreement, and CITY shall have the authority to release, publish, or otherwise use any written materials delivered to CITY, in whole or in part. The use of written materials (s) may include, but is not limited to, electronic and print promotion of CITY sponsored programs or functions. Written materials(s) may be provided to other entities, such as newspapers or other publishers, for inclusion in print advertisements, without cost to CITY or payment to CONTRACTOR for use of such written materials. Any re-use of written materials shall be at CITY's sole risk and without liability to CONTRACTOR. In addition, through this Agreement, CITY and CONTRACTOR agree that CITY shall own all electronic data collected by CONTRACTOR in providing the Microtransit Services in the Scope of Work. All electronic data collected by CONTRACTOR in providing the Microtransit Services under this Agreement shall be delivered to CITY upon request. CONTRACTOR shall not sell or distribute the electronic data collected under this Agreement.

Nothing in this section shall be constructed to entitle CITY to any materials, software, or data not collected pursuant to this Agreement that are owned by CONTRACTOR which were not delivered or received by CITY, even if those materials were used by CONTRACTOR to produce the written materials delivered to CITY or if the written materials delivered to CITY were used to develop, improve, or add value to anything CONTRACTOR does not deliver or release to CITY.

The parties acknowledge that any written materials received by CITY are subject to public disclosure under the Idaho Public Records Law, Chapter 1 of Title 74 of the Idaho Code.

N. Costs and Attorney Fees.

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, apart from any costs incurred during any mediation required by this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses.

O. No Exclusive Relationship Created.

Nothing in this Agreement shall be interpreted or constructed to create an exclusive relationship with CONTRACTOR. Nor shall this Agreement be interpreted to bestow upon CONTRACTOR any exclusive right to provide Microtransit Services for CITY.

P. Non-discrimination.

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

Q. Anti-Boycott Against Israel Act.

Pursuant to Idaho Code section 67-2346, if payments under this AGREEMENT exceed one hundred thousand dollars (\$100,000) and CONTRACTOR employs ten (10) or more persons, CONTRACTOR certifies that it is not currently engaged in, and will not for the duration of this AGREEMENT engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code § 67- 2346 shall have the meaning defined therein.

R. Certification of No Chinese Ownership.

Pursuant to Idaho Code § 67-2359, CONTRACTOR certifies that CONTRACTOR is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this Agreement, be owned or operated by the government of the People's Republic China.

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

"CITY"

City of Idaho Falls, Idaho

"CONTRACTOR"

Idaho Falls Downtowner, LLC

By

Rebecca L. Noah Casper, Ph. D., Mayor

By

Stephen A. Murray, Manager

5/3/24

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2024, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L: Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, and acknowledged to me that they are authorized to execute the same for and on behalf of said City.

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

(Seal)

Notary Public of Idaho

Residing at: _____

My Commission Expires: _____

STATE OF Florida)
) ss:
County of Palm Beach)

On this 3 day of May, 2024, before me, the undersigned, a notary public, in and for said State, personally appeared ~~Travis Gleason~~ Stephan A. Murray, known or identified to me to be the Manager of Idaho Falls Downtowner, LLC, and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf of Idaho Falls Downtowner, LLC.

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

(Seal)



MARK L. JONES
Commission # HH 187563
Expires January 14, 2026
Bonded Thru Budget Notary Services

[Signature]
Notary Public of ~~Idaho~~ Florida

Residing at: 455 NE 5th Avenue Delray Beach FL 33483

My Commission Expires: 01-14-2026

Memorandum

File #: 24-220

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, May 1, 2024
DEPARTMENT: Public Works

Subject

State Local Agreement and Resolution with the Idaho Transportation Department (ITD) for the Woodruff Avenue - Meppen Canal to Lincoln Road Overlay Project.

Council Action Desired

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

Approve the State Local Agreement and Resolution with ITD for the Woodruff Avenue - Meppen Canal to Lincoln Road Overlay project and authorization for Mayor and City Clerk to sign the documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached for your consideration is a State Local Agreement for development and Resolution with ITD for the Woodruff Avenue - Meppen Canal to Lincoln Road Overlay project. The proposed project involves full width pavement milling followed by an overlay on this portion of Woodruff Avenue.

Alignment with City & Department Planning Objectives



This agreement supports the community-oriented results of reliable public infrastructure and transportation by investing in our arterial roadway network.

Interdepartmental Coordination

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

Fiscal Impact

The total cost of the project is anticipated to be \$1,353,000. The agreement requires city financial contribution toward the project with a match rate of 7.34% for an estimated total of \$99,310. The city is required to make an initial deposit prior to the commencement of design activities of \$2,000.

Legal Review

The Agreement has been reviewed by the City Attorney.

2024-028

**STATE/LOCAL AGREEMENT
(PROJECT DEVELOPMENT)
PROJECT NO. A023(702)
WOODRUFF AVE, MEPPEN CANAL TO LINCOLN OVERLAY
KEY NO. 23702**

PARTIES

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

PURPOSE

The Sponsor has requested that the State include in its Idaho Transportation Investment Program Federal-Aid Project No. A023(702), described as Woodruff Ave, Meppen Canal to Lincoln Overlay. Project development is to be performed by Sponsor's staff/Consultant Engineers. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

NOTE: Securing the services of a consultant for project development services must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the State, requiring the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project.

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

The Parties agree as follows:

SECTION I. GENERAL

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development and right of way is available on this project.
2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
 - a. Project Development - \$97,000
 - (PE-\$2,000, PL-\$27,000, PC-\$68,000)
 - b. Right-of-Way - \$0
 - c. Utilities - \$0
 - d. Construction - \$1,256,000
 - e. Total Estimated Project Costs - \$1,353,000
3. The Sponsor's match for this project will be provided in cash in the amount of 7.34 percent of the entire project (current estimate \$99,310).
4. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .
5. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site:
<http://itd.idaho.gov/manuals/ManualsOnline.htm>.
6. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.
7. If the project is terminated by the Sponsor prior to completion, the Sponsor shall repay to the State all federal funds received for the project, and shall be liable to the State for any un-reimbursed incidental

expenses as provided for in Section II, Paragraph 1 of this Agreement.

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

SECTION II. That the State shall:

1. Provide the following services incidental to the project development:
 - a. Assist Sponsor in the selection of a Consulting Engineer and negotiations as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the Sponsor and Consultant Engineers on this project.
 - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
 - c. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.
 - d. Provide a hearing officer to conduct a formal public hearing as necessary.
 - e. Assign State personnel or assist in hiring a qualified relocation agent consultant to determine relocation entitlements and assistance which might be required by the project.

- f. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate and for government land withdrawals for rights-of-way and airport clearance.
 - g. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.
 - h. Review the Consultant plans, estimates, reports and environmental studies, and issue notice of approval.
 - i. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
 - j. Print and assemble plans, special provisions, specifications and contracts.
 - k. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
- 2. Within sixty (60) days of receipt of appropriate documentation from the Sponsor showing expenditure of funds for project development, reimburse the Sponsor for eligible expenses at the approved Federal-aid rate.
 - 3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.
 - 4. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated by the Sponsor prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering and/or right-of-way acquisition.
 - 5. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

SECTION III. That the Sponsor shall:

1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of **TWO THOUSAND DOLLARS (\$2,000)**, estimated to be the total expense to the State referred to in Section I, Paragraph 2. In addition, pay to the State the cost of all incidental services provided by the State upon receipt of the billing provided for in Section II, Paragraph 3. These funds will be credited towards the Sponsor's match on the project.
2. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated by the Sponsor prior to completion.
3. With the assistance of the State, hire a consultant for development of the project.
4. Make timely payment of all consultant invoices throughout the design of the project. Periodically the Sponsor may submit allowable Consultant invoices and receipts to the State showing payment of same. The State will reimburse the Sponsor for eligible expenses less the Sponsor's match.
5. Advertise for and hold a formal public hearing if required in accordance with the Idaho Open Meetings Law.
6. Coordinate the relocation of utilities within the right-of-way of the project. Federal-aid utility relocations will be processed in accordance with the applicable provisions of 23 CFR and the Sponsor's utility policies and procedures.
7. Right of Way
 - a. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.
 - b. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project unless the property value meets the requirements in Idaho Code Section 54-4105(5) and 45 CFR 24.102.

- c. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.
- d. Provide a monthly right-of-way status report (ITD-2161), and forward it to the project manager.
- e. Before initiating negotiations for any real property required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.
- f. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a State Approved Negotiator if necessary.
- g. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.
- h. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and upon request of the State, authorize the State to negotiate on the Sponsor's behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.

- i. Ensure to the greatest extent practicable that no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days written notice prior to advertisement of the project.
8. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with the provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.
9. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the State an environmental evaluation that includes cultural resources and any other documentation required by the National Environmental Policy Act.
10. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.
11. Comply with Attachment 1 attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Attachment 1 if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
12. Maintain all project records, including source

documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.

13. Comply with all other applicable State and Federal regulations.

EXECUTION

This Agreement is executed for the State by its Division Administrator, and executed for the SPONSOR by the BOARD OF COMMISSIONERS, attested to by the CITY CLERK, with the imprinted Corporate Seal of the CITY OF IDAHO FALLS.

IDAHO TRANSPORTATION DEPARTMENT

Division Administrator

ATTEST:

CITY OF IDAHO FALLS

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

wd: 23702 SLA PD

ATTACHMENT 1

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.
<http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be

included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8884

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Revised: 03-09, 08-10, 08-17

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF IDAHO FALLS**, hereafter called the **CITY**, for Woodruff Ave, Meppen Canal to Lincoln Overlay; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A023(702) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

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

_____, _____.

(Seal)

City Clerk

Memorandum

File #: 24-224

City Council Meeting

FROM: Wade Sanner, Director
DATE: Friday, May 3, 2024
DEPARTMENT: Community Development Services

Subject

Public Hearing for CDBG PY 2023 Consolidated Annual Performance and Evaluation Report (CAPER).

Council Action Desired

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

No additional Council action requested pursuant to the hearing.

Description, Background Information & Purpose

Pursuant to HUD (United States Department of Housing and Urban Development) requirements, entitlement communities receiving CDBG funds must complete the consolidated annual performance and evaluation report (CAPER). As part of the reporting process, information on projects completed and funds spent must be presented in a public hearing and then posted for public comment. The public hearing has been advertised and scheduled for the May 9, 2024, regular City Council meeting. The meeting will be followed by a 15-day public comment period and then a request for the Council to approve a resolution at the June 13, 2024, meeting. The 2023 CAPER must be submitted to HUD no later than June 30, 2024. Questions about the CAPER or the projects presented may be directed to the CDBG Administrator, Lisa Farris.

Alignment with City & Department Planning Objectives



The CDBG Program supports many of the City's goals and priorities including Livable Communities, Economic Growth, Sustainability, and Well-Planned Growth and Development.

Interdepartmental Coordination

NA

Fiscal Impact

The Consolidated Annual Performance and Evaluation Report (CAPER) is required for the city to receive its annual CDBG allocation from HUD, which averages approximately \$430,000 per year.

Legal Review

The Legal Department concurs that the requested Council action complies with relevant statutes.