



CITY COUNCIL AGENDA

City of Idaho Falls
Regular City Council Meeting
680 Park Avenue

Thursday

June 27, 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, June 27, 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. **Fire Department**

- 1) Purchase of One (1) Replacement 2023 North Star Type II Ambulance **24-268**

Attachments: HGAC Proposal One NorthStar Type II Ambulance

- 2) Purchase of Two (2) 2025 North Star 153-1 Ambulances. **24-269**

Attachments: HGAC Proposal Two 2025 NorthStar Ambulances

B. **Municipal Services**

- 1) Quote, Hardware, Software and Subscription Maintenance Purchase for Information Technology **24-265**

Attachments: Palo Alto Quote for Hardware Software and Subscription Maintenance

- 2) Treasurer's Report for April 2024 **24-271**

Attachments: April 2024 Treasurer's Report

C. **Idaho Falls Power**

- 1) IFP 24-26 Lincoln to Sugarmill Conduit Project - B Jackson **24-267**

Attachments: B Jackson combined

D. Office of the City Clerk

- 1) Minutes from Council Meetings

24-266

Attachments: 2024 0220 Work Session - Unapproved

- 2) License Applications, all carrying the required approvals

Action Item:

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

5. Regular Agenda.**A. Airport**

- 1) Master Contract for Airport Environmental Services

24-257

The Idaho Falls Regional Airport anticipates the need for environmental services related to Federal Aviation Administration National Environmental Policy Act requirements in the next several years. Most notably, an Environmental Assessment is expected for the relocation of the Airport Traffic Control Tower. It is possible that other professional environmental services may occur. To plan for this, a qualification-based selection process was issued as Request for Qualification 24-05 - *Environmental Services for Idaho Falls Regional Airport*. Two proposals were received, and the evaluation committee ranked Ardurra Group, Inc., the top qualified proposer.

Action Item:

Approve a master contract for professional environmental services with Ardurra Group, Inc., and authorize the Mayor and City Clerk to execute said contract (or take other action deemed appropriate).

Attachments: IDA Master Professional Services Agreement - Ardurra
Environmental - June 2024 - Ardurra signed

B. Idaho Falls Power

- 1) IFP 24-25 Gem State Boat Ramp

24-272

Idaho Falls Power (IFP) solicited bids from qualified contractors to construct a new boat ramp at Gem State Lake. The bid tabulation is attached. The one bid received was more than double the engineer's estimate. IFP staff concluded that awarding the bid is not in the best interests of the city. If the Council rejects the bid, IFP staff will go to the open market to procure qualified contractors to complete portions of the work, and IFP staff will perform the remainder of the work in-house.

Action Item:

Reject the single bid received from JM Concrete for construction of a at Gem State Lake, find that the work and services can be procured more economically by purchasing the contracting services on the open market, and direct the mayor and staff to procure qualified contractors to perform portions of the work (or take other action deemed appropriate).

Attachments: Bid Tab

C. Police Department

1) Ratification of the purchase of In-car Radios

24-264

At the end of December of 2023, the Idaho Falls Police Department entered into an agreement with Motorola for the purchase of Motorola in-car radios. In previous years these radios were part of our vehicle upfits. The Department recently determined that managing the upfit process separate from the lease process provides more value, offering some cost savings and faster return of the vehicles.

The most recent vehicle package approved by Council using MERF budget funds included \$97,900.00 for these in-car radios. The radios were purchased using the State contract with Motorola (#PADD20221088). However, this decision to obtain the radios separately and move to a local vendor for upfit was made *after* the Council approved the package. Compliance with internal purchasing rules requires separate Council approval. In this case, approval comes as a ratification of the purchase. The final price came in at \$97,896.42.

Action Item:

Ratify the purchase of Motorola in-car radios.

Attachments: Invoice 99582
Invoice 99170

6. Announcements.

7. Adjournment.

Memorandum

File #: 24-268

City Council Meeting

FROM: Duane A. Nelson
DATE: Thursday, June 20, 2024
DEPARTMENT: Fire Department

Subject

Purchase of One (1) Replacement 2023 North Star Type II Ambulance

Council Action Desired

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

Approve the purchase of one (1) 2023 North Star Type II Ambulance from Braun Northwest Inc. for a total of \$156,738.00 and authorize the Mayor to sign necessary documents (or take other action deemed appropriate.)

Description, Background Information & Purpose

This purchase will access the Houston-Galveston Area Council (H-GAC) a cooperative government procurement organization based upon H-GAC Contract AM10-20 to replace a current fire department 2018 Type II transport ambulance. This ambulance has met its life expectancy. Replacement was scheduled in the FY2021-2022 budget when the vehicle was ordered. The ambulance is set for immediate delivery. Total payment for this apparatus is in the amount of \$156,738.00

Alignment with City & Department Planning Objectives



The purchase of this transport ambulance supports the safe and secure community-oriented results by enhancing the apparatus and readiness of our fire department.

Interdepartmental Coordination

This purchase with use of municipal equipment replacement funds (MERF) was reviewed by Municipal Services.

Fiscal Impact

These funds were budgeted and authorized in FY21-22 utilizing the municipal equipment replacement funds.

Legal Review

The Legal department concurs that this action is in accordance with Idaho Code § 67-2807 as the purchase is pursuant to a cooperative purchasing agreement that solicited the proposal through a competitive solicitation process.



150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

HGAC PROPOSAL

April 15, 2022

City of Idaho Falls
ATTN: Eric Day
343 E. Street
Idaho Falls, ID 83402
EDay@idahofallsidaho.gov

RE: One (1) 2023 North Star Type II ambulance

Braun Northwest is pleased to offer the following proposal which is based upon HGAC Contract AM10-20.

One (1) 2023 North Star Type II ambulance on a 2023 Ford Transit AWD High Roof Extended Length Ambulance Prep Cargo Van per enclosed "Design Ready" vehicle #3492-2 specifications dated 01/17/22 and drawings dated 06/10/21 with the following modifications:

- Utilize a 2023 Ford Transit AWD High Roof Extended Length Cargo Van
- Remove two customer-supplied oxygen cylinders in Cabinet #4

Base Price HGAC CA14.....	\$122,841.00
Published/Unpublished options taken	\$ 24,533.00
HGAC Fee	\$ 1,000.00
Total F.O.B. Chehalis, Washington	<u>\$148,374.00*</u>

Sales tax not included

F.O.B.: Chehalis, Washington

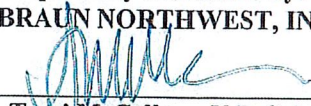
DELIVERY: Approximately 400 – 420 days based upon current manufacturing plan and chassis arrival.

TERMS: Ninety percent (90%) payment due upon receipt of vehicle. Balance due in thirty (30) days.

***Note: The above pricing is based upon estimated 2023 model year chassis and is subject to change when new pricing is released by Ford. Should signed proposal not be received prior to model year closing, pricing shall be adjusted accordingly.*

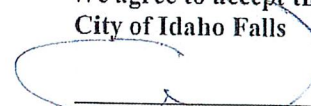
Braun Northwest, Inc. is a Washington dealer (0991-A) with insurance information available upon request. (Note: This bid is contingent on use of customer's Government Ford Fleet Identification Number.) Failure to secure a FIN will increase the price by the amount of the GPC chassis discount.

Respectfully Submitted by:
BRAUN NORTHWEST, INC.


Tami McCallum, V.P. SalesDate: 4/16/2022**EMERGENCY VEHICLES**

We agree to accept the above proposal:

City of Idaho Falls


Signature

Date

Eric C. Day
Printed NameFMS Chief
Title

TM
CC: PB
Enclosures: Specifications, drawings

www.braunnw.com

Braun NW, Inc.

150 North Star Drive
PO Box 1204
Chehalis, WA 98532
United States

Voice: (360) 748-0195

Fax: (360) 748-0256

INVOICE

Invoice Number: 38888

Invoice Date: Jun 7, 2024

Page: 1

Bill To:
Idaho Falls Fire Dept PO Box 50220 Idaho Falls, ID 83405

Ship to:
Idaho Falls Fire Dept PO Box 50220 Idaho Falls, ID 83405

Customer ID	Customer PO	Payment Terms	
IdahoFalls	PROPOSAL 5/16/22	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Hand Deliver	6/20/24	6/20/24

Quantity	Item	Description	Unit Price	Amount
1.00	M	2024 NORTH STAR TYPE II AMBULANCE ON A 2023 FORD TRANSIT (3700-2) VIN # 1FDBW3UG9PKB68620	148,374.00	148,374.00
-1.00	M	CHANGE ORDER #1- DATED 12/28/22	225.00	-225.00
1.00	M	CHANGE ORDER #2- DATED 12/29/23	5,689.00	5,689.00
1.00	M	CHANGE ORDER #3- DATED 10/23/23		
1.00	M	CHANGE ORDER #4- DATED 11/16/23		
-1.00	M	CHANGE ORDER #5- DATED 12/20/23	175.00	-175.00
1.00	M	CHANGE ORDER #6- DATED 4/11/24		
1.00	M	CHANGE ORDER #7- DATED 4/17/24	3,000.00	3,000.00
1.00	M	CHANGE ORDER #8- DATED 5/13/24	1,575.00	1,575.00
-1.00	M	CHANGE ORDER #9- DATED 11/8/23	1,500.00	-1,500.00
		TERMS: NINETY PERCENT (90%) PAYMENT DUE UPON RECEIPT OF VEHICLE. BALANCE DUE IN THIRTY (30) DAYS. THANK YOU!		
Subtotal				156,738.00
Sales Tax				
Total Invoice Amount				156,738.00
Payment/Credit Applied				
TOTAL				156,738.00

Thank you for your business!

Fax #:
(360) 748-0256

Braun Northwest, Inc.
P. O. Box 1204
Chehalis, WA 98532

Telephone #:
(360) 748-0195

OPTIONS/CHANGE ORDER SUMMARY

CAR #: 3700-2

CUSTOMER: City of Idaho Falls

DATE SENT	DATE APPROVED	DOCUMENT	ITEMS	\$	TOTAL
4/15/2022	5/16/2022	PROPOSAL HGAC Contract#	One (1) North Star Type II ambulance on a 2023 Ford Transit AWD High Roof Extended Length Cargo Van	\$ 122,841.00	
			Published/Unpublished options taken	\$ 24,533.00	
			HGAC fee	\$ 1,000.00	
			Total Proposal		\$ 148,374.00
12/13/2022	12/28/2022	Change Order #1	Cabinet #1- Change cabinet width so that cabinets 1-4 match and encompass the entire streetside upper wall	\$ -	
			Cabinet #TBD- Add cabinet to upper most streetside row of cabinets	\$ 450.00	
			Cabinet #TBD- Remove Cabinet	\$ (300.00)	
			Delete cabinet #4 Cylinder Storage Area	\$ (300.00)	
			Change cabinet #6 to general storage from Technimount monitor location	\$ -	
			#7-Action Area- Remove cylinder selector switch	\$ -	
			Cabinet #10- Add a pull out tray	\$ 400.00	
			Cabinet #TBD- Add LUCAS 3 storage in the forward wall of this cabinet	\$ -	
			Cabinet #TBD- Add Cargo Net	\$ 200.00	
			Color Scheme Stripe #1 and #2- Window size increase. Credit for reduced Chevron coverage	\$ (400.00)	
			Oxygen System- Change location of the bypass valve for the oxygen system to the squad bench storage area	\$ -	
			Oxygen System- Delete selector switch on the streetside attendant panel	\$ -	
			Oxygen System- Add an LED content display to the streetside action area	\$ -	
			Delete external air intake	\$ (25.00)	
			Exhaust Vent- Remove SeaFlo Fan	\$ (450.00)	
			Interior Fire Suppression- Change fire extinguisher to install at delivery	\$ -	
			Oxygen Cylinder Holder- Change from three to one Zico QR-SOFD assembly for customer supplied and installed oxygen cylinder	\$ 1,000.00	
			Delete installation of Technimount monitor bracket	\$ (150.00)	
			Interior Stair Chair Storage- Add slide out tray to cabinet 10	\$ -	
			Communications Equipment Item #1- Change from BNW installing customer supplied radio equipment to prewire	\$ (800.00)	
			120VAC/Shorcline Circuit Box- Change from three to four duplex receptacles	\$ 150.00	
			12VDC Power Supply- Change from Blue Sea USB to Kussmaul USB A/C	\$ -	
			Total Change Order #1		\$ (225.00)
1/25/2023	12/29/2023	Change Order #2	OEM Chassis- Add Ford OEM 2023 price increase	\$ 5,689.00	
			Total Change Order #2		\$ 5,689.00

cc: Rhian, Christian, Laina, Jeff

Fax #:
(360) 748-0256

Braun Northwest, Inc.
P. O. Box 1204
Chehalis, WA 98532

Telephone #:
(360) 748-0195

CAR #: 3700-2

CUSTOMER: City of Idaho Falls

DATE SENT	DATE APPROVED	DOCUMENT	ITEMS	\$	TOTAL
10/24/2023	10/31/2023	Change Order #3	Cabinet #20- Change to remove the backsplash from the forward countertop only for the steep angle, to match build 3492-2	\$ -	
			Access Door Grab Rails- Change to update the specific location for the side entrance grab bar to match 3492-2	\$ -	
			Air and Surface Disinfection- Change to add a sight glass to match the design of the HVAC/UV system for 3492-2	\$ -	
			Medications Safe- Change NareBox model	\$ -	
			Total Change Order #3	\$ -	
11/15/2023	11/16/2023	Change Order #4	Oxygen System- Change the location of the oxygen bypass valve to be more accessible	\$ -	
			Total Change Order #4	\$ -	
12/20/2023	12/20/2023	Change Order #5	Cot Mount- Change to install a floor plate only and prewire for the Power-LOAD system	\$ (175.00)	
			Total Change Order #5	\$ (175.00)	
3/27/2024	4/11/2024	Change Order #6	Color Scheme - Change chevron colors	\$ -	
			Total Change Order #6	\$ -	
4/12/2024	4/17/2024	Change Order #7	Color Scheme - Add Stripe #1	\$ 2,400.00	
			Color Scheme - Change material of chevrons	\$ 700.00	
			Medications Safe - Change to prewire for the NARC Box	\$ -	
			Antenna Mounts and Cables - Delete the customer-supplied antenna	\$ (100.00)	
			Total Change Order #7	\$ 3,000.00	
5/6/2024	5/13/2024	Change Order #8	Vehicle Delivery - Change delivery to BNW to deliver completed build to FOB Idaho Falls	\$ 1,575.00	
			Total Change Order #8	\$ 1,575.00	
11/8/2023	11/8/2023	Change Order #9	Color Scheme Stripe #1- Delete the swoosh	\$ (1,500.00)	
			Total Change Order #9	\$ (1,500.00)	
			(Totals do not include applicable sales tax)	TOTAL \$	156,738.00

INVOICE SEPARATELY

cc: Rhian, Christian, Laina, Jeff

File #: 24-269

City Council Meeting

FROM: Duane A. Nelson
DATE: Thursday, June 20, 2024
DEPARTMENT: Fire Department

Subject

Purchase of Two (2) 2025 North Star 153-1 Ambulances.

Council Action Desired

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

Approve the purchase of Two (2) 2025 North Star 153-1 Ambulances from Braun Northwest Inc. for a total of \$567,302.00 and authorize the Mayor to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

This purchase will access Houston-Galveston Area Council (H-GAC), a cooperative government procurement organization, based upon H-GAC Contract AM10-23 to replace two current fire department ambulances. These two (2) ambulances have met their life expectancy and are scheduled municipal equipment replacement fund (MERF) replacements. The approximate delivery will take 530-580 days. Acceptance of this proposal will place our order in the production queue without committing the City of Idaho Falls to purchase until delivery. Payment for these apparatuses will come from MERF funds in the amount of \$567,302.00 upon delivery which is estimated to be in Spring 2026.

Alignment with City & Department Planning Objectives



The purchase of these ambulances supports the safe and secure community-oriented result by providing reliable equipment for public safety.

Interdepartmental Coordination

The Municipal Services Department concurs with the planning of this purchase.

Fiscal Impact

Funds to purchase the apparatus are planned for within the Fire Departments EMS Municipal Equipment Replacement Fund (MERF).

Legal Review

The City Attorney concurs that the Council requested action complies with State Statute 67-2807 as a cooperative purchasing process (HGAC contract number AM10-23 - a Public Safety Government Purchasing Organization) and that the proposal was the result of a competitive solicitation process.



150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

HGAC PROPOSAL

May 8, 2024

City of Idaho Falls
Attn: Jon Perry
343 E Street
Idaho Falls, Idaho 83405
jperry@idahofalls.gov

RE: Two (2) 2025 North Star 153-1 Ambulances

Braun Northwest is pleased to offer the following proposal which is based upon HGAC contract AM10-23:

Two (2) 2025 North Star 153-1 Ambulances on a 2024 Ford F-450 4x4 Super Cab Ambulance Prep diesel chassis based upon enclosed NS Vehicle #4046-1 "Design Ready" specifications dated 04/17/2024 and NS Vehicle #3548-1 drawings dated 06/26/2022.

Base price HGAC CA06.....	\$231,346.00
Published/Customization options taken.....	\$ 54,805.00
Multi-Vehicle Discount.....	<\$ 1,500.00>
HGAC Buy discount.....	<\$ 1,500.00>
Subtotal for one (1) vehicle.....	\$283,151.00
Subtotal for two (2) vehicles.....	\$566,302.00
HGAC Fee.....	\$ 1,000.00
Total F.O.B. Idaho Falls, ID	<u>\$567,302.00**</u>

Sales tax not included

F.O.B.: Idaho Falls, Idaho

Delivery: Approximately 530 – 580 days, based upon current manufacturing plan and receipt of chassis.

Terms: Ninety percent (90%) payment due upon receipt of vehicle. Balance due in thirty (30) days.

**Note: Pricing includes charges and modifications from Change Order #1 and #2.*

***Note: Above pricing includes a chassis flooring fee. You will be notified as soon as the chassis arrives at Braun Northwest. If chassis is paid in full within 30-days of arrival a credit will be issued (See Options Page).*

(Note: This bid is contingent on use of customer's Government Ford Fleet Identification Number.) Failure to secure a FIN will increase the price by the amount of the GPC chassis discount.

Braun Northwest, Inc. is a Washington dealer (0991-A) with insurance information available upon request.

Respectfully Submitted by:
Braun Northwest, Inc.

We agree to accept the above proposal:
City of Idaho Falls

Tami McCallum, V.P. of Sales

Signature

Date

Printed Name

Title



EMERGENCY VEHICLES

TM, CS
cc PB

Enclosures: Option page, specifications, drawings.

www.braunnw.com

**OPTIONS
FOR
City of Idaho Falls
*Idaho Falls, Idaho***

Please indicate if you want the following options by initialing in the space provided and checking the appropriate "yes" or "no" box, then sign where indicated below. After completion, please return this original form to our office along with the original proposal.

Thank you!

1. Paid in full chassis within 30-days of receipt.
DEDUCT PER UNIT <\$4,000.00>
Do you want this option? ☐ Yes ☐ No _____ initials

(NOTE: THIS PRICING DOES NOT INCLUDE SALES TAX.)

APPROVED BY: *(Please initial above choice (s) & sign below)*

(Signature)

(Date)

(Printed Name)

(Title)

Memorandum

File #: 24-265

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, June 13, 2024
DEPARTMENT: Municipal Services

Subject

Quote, Hardware, Software and Subscription Maintenance Purchase for Information Technology

Council Action Desired

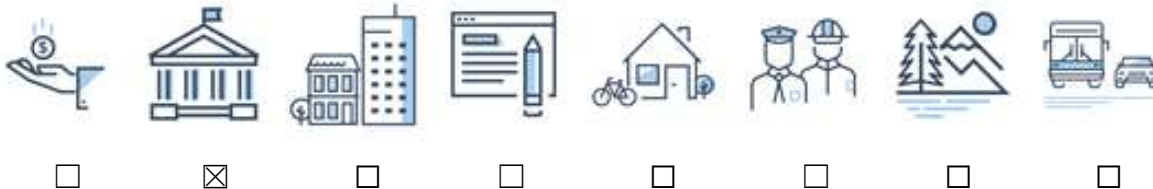
- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the purchase of Palo Alto hardware, software, and maintenance from the National Association of State Procurement Officials (NASPO) CompuNet cooperative contract for a total of \$159,679.58 and authorize the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

The purchase of the Palo Alto firewall solution will replace the current Checkpoint firewall used by the City over the past several years. Transitioning to the Palo Alto solution will also replace the city's VPN solution to reduce vulnerabilities of city staff accessing the City's network remotely. In addition to the hardware and software, the purchase includes a five-year subscription support service.

Alignment with City & Department Planning Objectives



This purchase supports the good governance community-oriented result by protecting the city's technology resources.

Interdepartmental Coordination

Review of the information technology plan have been conducted with all necessary city departments to ensure coordination of project activities.

Fiscal Impact

Funds for this project are budgeted in the 2023/24 Municipal Services Department, Information Technology division budget.

Legal Review

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

Palo Alto /City of Idaho Falls

Contract Information

ID, NASPO, AR3229 PADD20200434

Quote Information:

Quote #: DR238750

Version: 4

Quote Date: 06/12/2024

Expiration Date: 07/11/2024

Prepared for:

City of Idaho Falls

Joseph Nilsson

(208) 612-8118

jnilsson@idahofalls.gov

Bill To:

City of Idaho Falls

Accounts Payable

308 Constitution Way

PO Box 50220

Idaho Falls, ID 83402

accountspayable@idahofallsidah

o.gov

Ship To:

City of Idaho Falls

Joseph Nilsson

308 Constitution Way

PO Box 50220

Idaho Falls, ID 83402

PA-1410

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
PAN-PA-1410	Palo Alto Networks PA-1410 (includes RM kit - PAN-1RU-RACK-KIT-4POST)	2	\$9,995.00	\$7,296.35	\$14,592.70
PAN-PA-1410-GP-5YR	PA-1410, GlobalProtect subscription, 5 years (60 months) term.	2	\$9,000.00	\$6,570.00	\$13,140.00
PAN-PWR-C13-C14	Power cord for PDU with IEC-60320 C13 and IEC-60320 C13 cord ends,15A, 250V max, 10ft	4	\$30.00	\$30.00	\$120.00
PAN-PWR-450W-AC	PA-3400 450W spare power supply	2	\$1,580.00	\$1,153.40	\$2,306.80
PAN-PA-1410-IOT-ENT-5YR	PA-1410, Enterprise IoT subscription, 5 years (60 months) term.	2	\$9,000.00	\$6,570.00	\$13,140.00
PAN-PA-1410-BND-CORESEC-5YR	PA-1410, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN), 5YR	2	\$37,110.00	\$27,090.30	\$54,180.60
PAN-SVC-PREM-1410-5YR	PA-1410, Premium support, 5 years (60 months) term.	2	\$9,000.00	\$8,820.00	\$17,640.00
				Subtotal:	\$115,120.10

Panorama Log Collector

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
PAN-M-300	Palo Alto Networks M-300, 16TB RAID storage (4 8TB RAID certified drives preinstalled). Rack mount rails included.	1	\$36,750.00	\$9,142.68	\$9,142.68
PAN-M-300-P-25	Panorama central management software license, 25 devices or log collector for the M-300	1	\$10,500.00	\$2,612.20	\$2,612.20
PAN-PWR-C13-C14	Power cord for PDU with IEC-60320 C13 and IEC-60320 C13 cord ends,15A, 250V max, 10ft	2	\$30.00	\$22.77	\$45.54
PAN-SVC-PREM-M-300-P-25-5Y	Premium support 5-year prepaid, Panorama M-300 25 devices or log collector (60 mos)	1	\$42,550.00	\$22,759.06	\$22,759.06
Subtotal:					\$34,559.48

Pro-Services Installation Services

Product Details	Qty	Price	Ext. Price
CNet FF - Installation CompuNet Installation Services/Two days onsite and two days travel/Food/Lodging	1	\$7,500.00	\$7,500.00
CNet PrePaid Agreement CompuNet PrePaid Agreement	10	\$250.00	\$2,500.00
Subtotal:			\$10,000.00

Shipping

Product Description	Quantity	Price	Ext. Price
Ground Shipping To Be Determined, Billed As Actual	1	\$0.00	\$0.00

Quote Summary

Description	Amount
PA-1410	\$115,120.10
Panorama Log Collector	\$34,559.48

Quote Summary

Description	Amount
Pro-Services Installation Services	\$10,000.00
Total:	\$159,679.58

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel any order arising from pricing or other errors. If Customer is purchasing a subscription-based product, Customer agrees to pay all charges for the complete term of the subscription. By signing below or issuing a Purchase Order, Customer agrees to CompuNet's standard terms and conditions, which can be reviewed [here](#), provided, that if Customer and CompuNet are parties to a currently effective Master Product Purchase and Services Agreement (MSA), the terms and conditions of such MSA shall control and shall supersede these standard terms and conditions. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. This Quote becomes binding and noncancelable upon Customer's return to CompuNet of acceptance. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Executive.

City of Idaho Falls

Signature: _____

Name: _____

Title: _____

Date: _____

PO Number: _____



Memorandum

File #: 24-271

City Council Meeting

FROM: Mark Hagedorn, City Treasurer

DATE: Thursday, June 20, 2024

DEPARTMENT: Municipal Services

Subject

Treasurer’s Report for April 2024

Council Action Desired

☐ Ordinance☐ Resolution☐ Public Hearing

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

Accept and approve the Treasurer’s Report for the April 2024 or take other action deemed appropriate.

Description, Background Information & Purpose

A monthly Treasurer’s Report is required for City Council review and approval pursuant to Idaho Statutes Title 50-208(1). The attached document is the Treasurer’s report for April 2024.

For the month of April 2024, cash and investments total \$176.8M. Total fiscal year-to-date receipts received and reconciled to the general ledger were reported at \$152.6M, which includes revenues of \$78.7M for charges for services and taxes and intergovernmental revenues of \$53.1M. Total fiscal year-to-date distributions reconciled to the general ledger were reported at \$131.7M. This includes salary and benefits of \$48.2M, operating costs of \$56.2M, and Capital expenditures of \$33.7M.

Alignment with City & Department Planning Objectives



☐☒☐☐☐☐☐☐

The monthly Treasurer’s Report supports the good governance community-oriented result by providing sound fiscal management and enable trust and transparency.

Interdepartmental Coordination

N/A

Fiscal Impact

N/A

Legal Review

N/A



City of Idaho Falls

Treasurers Report

April 30, 2024

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Page 1	Bank Reconciliation- Showing Bank and Ledger Balances
Page 2	Cash by Fund- Showing the balances for the reported month in comparison to previous years
Page 3	Revenue and Expense Summary, presenting significant categories in relation to the overall budget
Page 4	Summary of Significant Adjustments- presenting a list of adjustments made by Finance office

Prepared BY: Mark Hagedorn, City Treasurer



City of Idaho Falls
Bank Reconciliation Summary
April 30, 2024

Account By Institution:	Beginning Bank Balances	Deposits	Withdrawals	Ending Bank Balances
Mountain West- Workers Comp	\$ 100,000	\$ -	\$ -	\$ 100,000
Bank of Idaho 8013	2,000,000	11,845,242	(11,845,242)	2,000,000
Bank of Idaho 1952	1,479,558	1,368,718		2,848,276
Bank of Idaho 2720	1,848,310	7,236,086	(7,084,396)	2,000,000
Bank of Idaho 2746	-	13,611,355	(13,611,355)	-
Bank of Idaho 2845	1,188,338	6,834,556	(5,959,019)	2,063,875
Bank of Idaho 2886	240,684	26,652,037	(24,102,922)	2,789,799
Frontier Bank 0590	700,500	-	-	700,500
Wells Fargo 0017	119,934	29,769,097	(26,086,310)	3,802,720
Wells Fargo 0962	-	19,983	(19,983)	-
Wells Fargo 4394	-	379,064	(379,064)	-
Wells Fargo 7687	-	352,828	(352,828)	-
Investment Portfolio	178,923,111	10,571,418	(27,506,155)	161,988,373
Total Financial Institution Balances	\$ 186,600,434	\$ 108,640,384	\$ (116,947,274)	\$ 178,293,544
Reconciling Items	Beginning	Deposits	Withdrawals / Market Value	Ending
Current Reconciling Items	\$ (687,818)	\$ 384,820	\$ (1,151,851)	\$ (1,454,849)
Next Month Reconciling				(20,233.84)
Total Reconciled Balances	\$ 185,912,615	\$ 109,025,204	\$ (118,099,125)	\$ 176,818,462
General Accounting Ledger	Beginning Ledger Balances	Debits	Credits	Ending Ledger Balances
Cash (Accounts 101 and 102)	\$ 112,358,040	\$ 23,188,928	\$ (31,465,687)	\$ 104,081,282
Designated/Restricted Cash (106 and 107)	57,131,465	105,184	(953,269)	56,283,380
MERF Cash (105)	16,049,738	1,067,051	(662,988)	16,453,801
Total General Ledger Balances	\$ 185,539,244	\$ 24,361,163	\$ (33,081,943)	\$ 176,818,463



Summary of Cash by Fund and Year

#	FUND	Apr-21	Apr-22	Apr-23	Apr-24
1	GENERAL	13,369,627	24,644,309	26,627,172	28,522,428
10	STREET	6,050,219	5,132,098	8,556,497	12,495,004
11	RECREATION	(96,829)	293,845	291,391	263,408
12	LIBRARY	4,170,101	3,686,290	4,239,920	4,044,219
13	AIRPORT PFC/CFC FUND	113,948	1,197,576	2,255,596	2,731,456
14	MUNICIPAL EQUIP. REPLCMT.	5,422,132	-	-	-
15	EL. LT. WEATHERIZATION FD	3,579,807	3,726,385	-	-
16	BUSINESS IMPRV. DISTRICT	97,772	107,445	30,582	45,309
18	GOLF	(428,926)	(305,458)	(493,868)	(447,989)
19	RISK MANAGEMENT	2,957,722	3,665,578	4,080,727	4,686,805
20	SELF-INSURANCE FD.	4,625,593	4,526,127	4,586,136	5,023,290
21	AIRPORT CFC	-	-	49,980	511,671
23	EMERGENCY MEDICAL SERVICES	(1,215,804)	(92,265)	1,211,103	2,598,419
24	WILDLAND	437,129	657,472	825,191	928,849
32	POLICE IMPACT FEES	-	-	100,335	595,511
33	FIRE IMPACT FEES	-	-	36,121	381,818
34	PARKS IMPACT FEES	-	-	90,514	972,515
35	STREETS IMPACT FEES	-	-	401,470	2,600,215
41	MUNICIPAL CAPITAL IMP.	2,566,050	2,577,001	2,797,969	3,119,905
42	STREET CAPITAL IMPROVEMENT	671,858	833,495	971,123	4,175,762
43	BRIDGE & ARTERIAL STREET	977,933	859,958	987,039	1,327,400
45	SURFACE DRAINAGE	235,377	194,214	166,230	-
46	TRAFFIC LIGHT CAPITAL IMPRV.	1,091,980	1,339,885	1,285,041	1,490,484
47	PARKS CAPITAL IMPROVEMENT	5,933	(100,840)	(60,953)	(152,057)
49	ZOO CAPITAL IMPROVEMENT	326,398	403,050	565,671	751,939
50	CIVIC AUDITORIUM CAPITAL IMP.	204,440	200,553	206,280	917,328
51	GOLF CAPITAL IMP.	422,148	(2,226)	224,285	298,091
52	POLICE CAPITAL IMPROVEMENT	1,000	(772,107)	(910,869)	(3,326,302)
60	AIRPORT	663,403	(496,697)	1,249,014	(5,920,811)
61	WATER	15,119,107	18,938,682	20,926,174	24,578,306
62	SANITATION	5,668,023	6,000,640	6,431,357	7,135,938
64	IDAHO FALLS POWER	51,373,106	35,973,485	54,590,675	50,534,309
67	FIBER	342,731	598,475	1,430,095	1,021,473
68	WASTEWATER	27,186,481	30,056,992	29,415,299	24,913,770
	TOTAL	145,938,460	143,843,962	173,163,297	176,818,463



City of Idaho Falls
Monthly Revenue and Expense Summary
April 30, 2024

Revenue

Fund Type	Taxes / Intergovernmental	Charges for Services	Permits / Fees	Interest	Other Financing Sources	Total	Budget	%
General Fund	\$ 34,528,137	\$ 1,388,755	\$ 1,228,923	\$ 438,963	\$ 1,710,351	\$ 39,295,129	\$ 70,319,267	55.88%
Special Revenue Funds	10,808,162	6,012,921	7,725	439,534	1,245,020	\$ 18,513,362	\$ 31,299,411	59.15%
Internal Service Funds	-	-	-	212,664	2,389,913	\$ 2,602,578	\$ 3,180,000	81.84%
Impact Fee Funds	-	-	2,713,834	69,809	-	\$ 2,783,643	\$ 3,225,353	86.31%
Capital Improvement Funds	4,827,988	258,489	-	172,394	4,865,754	\$ 10,124,625	\$ 15,554,624	65.09%
Enterprise Funds	2,894,190	71,034,327	-	2,712,412	2,718,161	\$ 79,359,091	\$ 152,957,171	51.88%
Total	\$ 53,058,477	\$ 78,694,493	\$ 3,950,482	\$ 4,045,777	\$ 12,929,199	\$ 152,678,429	\$ 276,535,826	55.21%

Expenditures

Fund Type	Personnel Cost	Operating Expense	Capital	Debt	Interfund	Total	Budget	%
General Fund	\$ 27,927,976	\$ 11,311,392	\$ 2,752,087	\$ 995,471	\$ (8,568,550)	\$ 34,418,376	\$ 73,956,183	46.54%
Special Revenue Funds	7,177,343	5,484,908	2,027,235	-	(44,839)	\$ 14,644,647	\$ 37,257,057	39.31%
Internal Service Funds	49,091	1,209,047	-	-	-	\$ 1,258,138	\$ 19,891,752	6.32%
Impact Fee Funds	-	-	854	-	-	\$ 854	\$ 3,225,353	0.03%
Capital Improvement Funds	-	469,588	5,839,111	-	(37,636)	\$ 6,271,063	\$ 18,417,911	34.05%
Enterprise Funds	13,096,221	37,755,259	23,169,348	2,090,011	(1,050,603)	\$ 75,060,235	\$ 186,735,288	40.20%
Total	\$ 48,250,631	\$ 56,230,193	\$ 33,788,636	\$ 3,085,482	\$ (9,701,628)	\$ 131,653,314	\$ 339,483,544	38.78%



City of Idaho Falls
Summary of Significant Adjustments
April 30, 2024

The transparency of financial adjustments is crucial for maintaining trust and accountability, particularly in the governmental sector. Financial adjustments refer to changes made to financial statements or records to correct errors, account for new information, or comply with accounting standards. Transparency in financial adjustments involves providing clear and comprehensive information about the nature, reasons, and impact of the adjustments. The Finance Division is committed to providing a high level of transparency with the adjustments made to budget line items and purchase orders. Budget and purchasing type adjustments do not require Council approval unless they create an authorization to spend above \$75,000. Typically, budget adjustments are not considered authorizations to spend unless they add to the overall budget of the City or Department.

Significant Budget Adjustments

Reallocation of Budget

1. A budget adjustment of \$250,000 was taken out of the contingency fund, 090-1501-501.69-55 and was distributed in the new Finance ERP project department. \$125,000 was put into professional services, \$100,000 was put into software expense, \$15,000 was put into miscellaneous, and \$10,000 was put into utilities.
2. A budget adjustment of \$2,000,000 was made from Power's 064-9005-602.78-00 to 064-9004-602.78-00. And another adjustment of \$90,000 was from Power's 064-9001-611.63-70 to 064-9011-611.63-74. Both of these adjustments were just a reclassification based on current Power's projects and where the budget is being spent and is needed.
3. A budget adjustment of \$85,000 was put into Parks Maintenance 001-2703-521.79-02. \$35,000 was taken from 001-2705-521.79-02 and \$55,000 was from 001-2901-521.79-02. This was to re allocate budget to allow Parks Maintenance to purchase a mower that was needed, instead of purchasing other planned vehicles out of Weed & Snow Removal and Cemeteries.
4. A budget adjustment of \$361,788 was taken out of the city's contingency fund, 090-1501-501.69-55 into Golf's 018-6001-521.79-02. This was to allow Golf the budget to purchase 42 new golf carts, which they did have MERF cash available to use.
5. A budget adjustment of \$556,940 was taken out of the city's contingency fund, 090-1501-501.69-55 and into Wastewater's 068-8402-602.79-02. This is to cover the budget to order a new Vactor truck using Wastewater's MERF Cash.
6. A budget adjustment of \$182,836 was taken out of the city's contingency fund, 090-1501-501.69-55 into Sanitation's 062-8604-602.75-00 to cover the budget of a new add to fleet vehicle that was originally budgeted in 2023 and was delayed until the current fiscal year.
7. A budget adjustment of \$110,500 was put into 001-2703-521.42-00 Parks Maintenance professional services. This amount was taken from 11 other parks accounts of varying amounts. This adjustment was made to cover a PO to install irrigation at Heritage Park.

Correction of Errors

1. A budget adjustment of \$7,000,000 was taken from 052-2050-311.01-00 to 052-2050-381.02-01. This amount of Bond Proceeds expected was budgeted under property taxes, and not under the bond proceeds revenue line. This adjustment fixed this.
2. A budget adjustment of \$200,000 was taken from 033-2355-511.73-00 to 033-2355-512.73-00. These Fire Impact Fee expenses were accidentally budgeted using a Police activity code, and this adjustment was putting the budget under the correct cost code.

File #: 24-267

City Council Meeting

FROM: Bear Prairie, General Manager
DATE: Tuesday, June 18, 2024
DEPARTMENT: Idaho Falls Power

Subject

IFP 24-26 Lincoln to Sugarmill Conduit Project - B Jackson

Council Action Desired

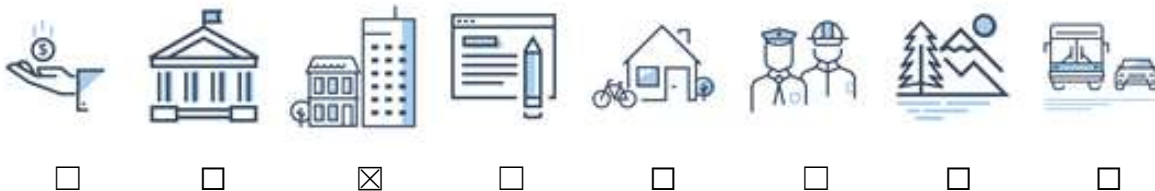
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve agreement with B Jackson Construction for the Lincoln to Sugarmill electrical conduit installation for a total cost of \$126,589.79 and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Idaho Falls Power solicited bids from qualified contractors to provide labor and materials for the Lincoln to Sugarmill electrical conduit line installation project. Nine bids were received with B Jackson Construction being the lowest responsive, responsible bidder. The base bid was \$115,081.63 plus a 10% contingency of \$11,508.16 for a total of \$126,589.79.

Alignment with City & Department Planning Objectives



This action supports our readiness for managed, well-planned growth and development and also supports the growth element of the IFP Strategic Plan.

Interdepartmental Coordination

The City Legal Department and Idaho Falls Power coordinated on this purchase.

Fiscal Impact

This project is included in the 2023/24 CIP budget.

Legal Review

The Legal Department agrees that this contract complied with the State code.

Idaho Falls Power

Bid Tabulation

Project: Lincoln to Sugarmill Conduit Installation (WO#38957)

Submitted: Grant Campbell, Design Technician

Number: IFP: 24-26

Date: June 6, 2024

Bidder

#	Description	Estimated Quantity	Unit	Engineer Estimate		Landon Excavating, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount
1	TRENCHING & BACKFILLING	2000	LF	\$ 15.00	\$ 30,000.00	\$ 12.50	\$ 25,000.00
2	6" CONDUIT (PVC OR HDPE) & INSTALLATION (ELBOWS & OTHER FITTINGS INCIDENTAL)	3695	LF	\$ 21.00	\$ 77,595.00	\$ 12.43	\$ 45,928.85
3	4" CONDUIT (PVC OR HDPE) & INSTALLATION (ELBOWS & OTHER FITTINGS INCIDENTAL)	2135	LF	\$ 17.00	\$ 36,295.00	\$ 9.11	\$ 19,449.85
4	2" CONDUIT (PVC OR HDPE) & INSTALLATION (ELBOWS & OTHER FITTINGS INCIDENTAL)	2135	LF	\$ 11.00	\$ 23,485.00	\$ 4.70	\$ 10,034.50
5	6" PARALLEL RISER AT POWER POLE (RGS CONDUIT AND ELBOW INCIDENTAL)	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 4,620.00	\$ 9,240.00
6	4" RISER AT POWER POLE (RGS CONDUIT AND ELBOW INCIDENTAL)	1	EA	\$ 700.00	\$ 700.00	\$ 945.00	\$ 945.00
7	2" RISER AT POWER POLE (RGS CONDUIT AND ELBOW INCIDENTAL)	2	EA	\$ 550.00	\$ 1,100.00	\$ 708.75	\$ 1,417.50
8	INSTALL CITY PROVIDED SWITCH CAB AND FIBER BOXES	10	EA	\$ 250.00	\$ 2,500.00	\$ 200.00	\$ 2,000.00
9	INSTALL CITY PROVIDED 7'X12' CONCRETE VAULT WITH CITY PROVIDED VAULT LID	3	EA	\$ 2,500.00	\$ 7,500.00	\$ 500.00	\$ 1,500.00
10	Mobilization	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 4,252.47	\$ 4,252.47
				Total	\$ 189,175.00	Total	\$ 119,768.17
ALT	ROCK ADDER (OPEN TRENCH)	10	LF	\$ 90.00	\$ 900.00	\$0.00	\$0.00
				Grand Total	\$ 190,075.00		\$ 119,768.17

Bidder			Bidder			Bidder			Bidder		
Arco Electric Idaho, Inc.			Sunroc Crop dba Depatco			KM Service Company LLC			Bjackson Construction		
Unit Price	Total Amount		Unit Price	Total Amount		Unit Price	Total Amount		Unit Price	Total Amount	
\$ 16.40	\$ 32,800.00		\$ 17.00	\$ 34,000.00		\$ 22.50	\$ 45,000.00		\$ 7.12	\$ 14,240.00	
\$ 17.15	\$ 63,369.25		\$ 11.40	\$ 42,123.00		\$ 12.75	\$ 47,111.25		\$ 8.22	\$ 30,372.90	
\$ 12.75	\$ 27,221.25		\$ 8.30	\$ 17,720.50		\$ 5.35	\$ 11,422.25		\$ 7.45	\$ 15,905.75	
\$ 5.45	\$ 11,635.75		\$ 4.00	\$ 8,540.00		\$ 2.35	\$ 5,017.25		\$ 4.21	\$ 8,988.35	
\$ 6,150.00	\$ 12,300.00		\$ 5,845.00	\$ 11,690.00		\$ 4,815.80	\$ 9,631.60		\$ 4,732.88	\$ 9,465.76	
\$ 1,485.00	\$ 1,485.00		\$ 1,610.00	\$ 1,610.00		\$ 1,131.00	\$ 1,131.00		\$ 1,294.72	\$ 1,294.72	
\$ 660.00	\$ 1,320.00		\$ 870.00	\$ 1,740.00		\$ 569.50	\$ 1,139.00		\$ 734.60	\$ 1,469.20	
\$ 310.00	\$ 3,100.00		\$ 890.00	\$ 8,900.00		\$ 500.00	\$ 5,000.00		\$ 416.42	\$ 4,164.20	
\$ 915.00	\$ 2,745.00		\$ 6,760.00	\$ 20,280.00		\$ 1,000.00	\$ 3,000.00		\$ 9,619.49	\$ 28,858.47	
\$ 18,490.00	\$ 18,490.00		\$ 16,316.50	\$ 16,316.50		\$ 500.00	\$ 500.00		\$ 196.88	\$ 196.88	
Total	\$ 174,466.25		Total	\$ 162,920.00		Total	\$ 128,952.35		Total	\$ 114,956.23	
\$ 250.00	\$ 2,500.00		\$ 188.00	\$ 1,880.00		\$ 1,800.00	\$ 18,000.00		\$ 12.54	\$ 125.40	
	\$ 176,966.25			\$ 164,800.00			\$ 146,952.35			\$ 115,081.63	

Bidder			Bidder		Bidder		Bidder	
HK Contractors			Knife River Corp Mtn West		3H Construction LLC		Blue Lakes Utility	
Unit Price	Total Amount		Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
\$ 14.25	\$ 28,500.00		\$ 18.00	\$ 36,000.00	\$ 41.00	\$ 82,000.00	\$ 64.58	\$ 129,160.00
\$ 17.25	\$ 63,738.75		\$ 9.60	\$ 35,472.00	\$ 18.75	\$ 69,281.25	\$ 18.98	\$ 70,131.10
\$ 13.00	\$ 27,755.00		\$ 7.00	\$ 14,945.00	\$ 11.75	\$ 25,086.25	\$ 15.56	\$ 33,220.60
\$ 5.50	\$ 11,742.50		\$ 3.20	\$ 6,832.00	\$ 5.30	\$ 11,315.50	\$ 13.83	\$ 29,527.05
\$ 6,250.00	\$ 12,500.00		\$ 5,000.00	\$ 10,000.00	\$ 6,000.00	\$ 12,000.00	\$ 2,343.41	\$ 4,686.82
\$ 1,500.00	\$ 1,500.00		\$ 1,350.00	\$ 1,350.00	\$ 3,200.00	\$ 3,200.00	\$ 996.41	\$ 996.41
\$ 670.50	\$ 1,341.00		\$ 750.00	\$ 1,500.00	\$ 1,400.00	\$ 2,800.00	\$ 553.56	\$ 1,107.12
\$ 320.00	\$ 3,200.00		\$ 750.00	\$ 7,500.00	\$ 820.00	\$ 8,200.00	\$ 1,114.50	\$ 11,145.00
\$ 940.00	\$ 2,820.00		\$ 4,250.00	\$ 12,750.00	\$ 5,025.00	\$ 15,075.00	\$ 12,301.38	\$ 36,904.14
\$ 38,000.00	\$ 38,000.00		\$ 22,300.00	\$ 22,300.00	\$ 22,000.00	\$ 22,000.00	\$ 42,070.72	\$ 42,070.72
Total	\$ 191,097.25		Total	\$ 148,649.00	Total	\$ 250,958.00	Total	\$ 358,948.96
\$ 240.00	\$ 2,400.00		\$ 130.00	\$ 1,300.00	no bid	no bid	\$ 125.00	\$ 1,250.00
	\$ 193,497.25			\$ 149,949.00	missing Rock adder			\$ 360,198.96

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between Idaho Falls Power (Owner) and
B Jackson Construction (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. Project No. IFP 24-26 – Lincoln to Sugarmill Conduit Installation, which includes trenching and backfilling, installing 2", 4", and 6" conduits, vaults and other miscellaneous items.
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located at **various areas inside the City of Idaho Falls.**

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer (further details of Engineer provided in Article 3). This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - ~~1.~~ This Contract.
 - 2. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.
 - 3. Section 00820 – Special Provisions
 - a. Specifications included in this section.

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is **Idaho Falls Power**.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The term of this Contract shall commence from the date of execution by all parties and shall terminate on June 1, 2025.
- B. Contractor agrees to complete the work within the time specified herein and to accept as full payment for all work, materials or services rendered on or delivered to the Project, an amount determined by the unit price method set forth in the Contract Documents and the Proposal, or the lump sum amount set forth in the Proposal. All work contemplated in the Proposal and the Contract Documents shall be completed by June 1, 2025.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the unit prices for each unit of Work completed submitted in the informal bid form, dated 06 June 2024.

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6 - INSURANCE

6.01 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:
 - a. Automobile Insurance and Statutory Workmen's Compensation Insurance coverage.
 - b. Employer's Liability, and Comprehensive General Liability Insurance coverage.
 - 1) The Comprehensive General Liability Insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim
 - 2) One Million Dollars (\$1,000,000) aggregate
 - 3) CONTRACTOR shall cause CITY to be named as an additional insured under said policy.
- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least ten (10) days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.

- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and

conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner. Such subcontractors and suppliers, to the extent they perform the work Owner hired Contractor to perform, shall be required to have the same licensing requirements as Contractor.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
 - D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
 - E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - CLAIMS AND DISPUTE RESOLUTION

11.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than ten (10) days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within forty-five (45) days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 12 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

12.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

12.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 13 - PAYMENTS TO CONTRACTOR

13.01 Invoices

- A. Contractor shall submit a monthly invoice for payment to Engineer, in a form acceptable to the Engineer. Monthly invoices will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.

~~13.02 Retainage~~

- ~~A. The Owner shall retain **[Percentage of Contract Price to be Held as Retainage]** % of each progress payment until the Work is substantially complete.~~

13.03 Review of Invoices and Payments

- A. Within ten (10) days after receipt of each invoice for payment, the Engineer will either indicate in writing a recommendation for payment and present the invoice for payment to Owner or return the invoice for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the invoice for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.
- D. Contractor agrees that all payments pursuant to this Contract shall be exclusively completed through Automatic Clearing House - commonly known as "ACH" – electronic transfer (Electronic Payment). Contractor is required under this Contract to provide Owner with the information necessary for Electronic Payment no later than fifteen (15) days prior to submitting Contractor's first invoice. Owner shall have no obligation to make payment under this Contract until after the receipt of the Contractor's Electronic Payment information from Contractor. In the event that Contractor's Electronic Payment information changes, Contractor shall be responsible to provide updated Electronic Payment information to Owner. Owner shall be liable for uncomplete or erroneous transfers that may occur because Owner used Contractor's Electronic Payment information incorrectly. However, if an uncomplete or erroneous transfer occurs because Contractor's provided Electronic Payment

information was incorrect, then Owner shall be deemed to have made payment and Contractor shall be responsible for recovery of any erroneously directed funds.

13.04 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

13.05 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

13.06 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

13.07 Final Payment

- A. Contractor may make an invoice for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final invoice for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.

- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

13.08 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 14 - SUSPENSION OF WORK AND TERMINATION

14.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

14.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten (10) days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven (7) days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

14.03 Owner May Terminate for Convenience

- A. Upon seven (7) days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

14.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for thirty (30) days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven (7) days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 15 - CONTRACTOR'S REPRESENTATIONS

15.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price,

within the Contract Times, and in accordance with the other terms and conditions of the Contract.

6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 16 - MISCELLANEOUS

16.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

16.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

16.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

16.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

16.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

16.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

16.07 Dispute Resolution and Attorneys' Fees

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

16.08 Non-discrimination

- A. 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, veteran's status, or national origin. Nothing in this Paragraph shall require Contractor to exceed the reasonable accommodation requirements established by the Americans With Disabilities Act.

16.09 Anti-Boycott Against Israel Act

- A. Pursuant to Idaho Code section 67-2346, if payments under this Contract 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 section 67-2346 shall have the meaning defined therein.

16.10 Certification of No Chinese Ownership

- A. 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, Owner and Contractor have signed this Contract.

This Contract will be effective on 1 July 2024 (which is the Effective Date of the Contract).

OWNER:

City of Idaho Falls

By: Rebecca L. Noah Casper

Title: Mayor

Attest: _____

Title: _____

Address for giving notices:

Idaho Falls Power

P.O. Box 50220

Idaho Falls, ID 83405-0220

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

CONTRACTOR:

B. Jackson Construction LLC.

By: Brady F. Fainell

Title: Vice President of Operations

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

Attest: _____

Title: _____

Address for giving notices:

B. Jackson Construction LLC.

7022 S. Airport Rd

West Jordan, UT 84084

License No.: PCE-37409
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Idaho Falls Power
140 South Capital Ave.
IDAHO FALLS, IDAHO 83402
PHONE: (208) 612-8223

QUOTATION NUMBER: IFP24-26

28 May 2024

Idaho Falls Power is requesting a quote on the following project: **Lincoln to Sugarmill Conduit Installation**. These quotations will be received at the office of Idaho Falls Power, **until 1:30 p.m. June 6, 2024**. This request for quotes is per Idaho Code 67-2805 (1)

Quotes are to be submitted:

Attention: Grant Campbell

Quotation Number: IFP24-26

140 South Capital

Idaho Falls, ID 83402

Or via email: gcampbell@ifpower.org

Please designate firm name and address on the following lines:

B. Jackson Construction

6724 West Overlook Drive

IDAHO FALLS, ID 83402

GENERAL:

The intention of the attached drawings is to describe the project in sufficient detail to secure comparable quotes and to serve as construction plans. Proposal to be submitted on forms furnished. **The project must be completed by Sunday, June 1, 2025.**

Project must be complete within 60 consecutive days after commencing construction. Canal crossing may be done between October 15, 2024 – April 15, 2025 and will not count towards the 60 consecutive day stipulation. The contractor to provide all labor, materials, and equipment to complete the project unless specified in the plans.

SPECIFICATIONS:

Contractor to provide all trenching, backfilling, equipment, supplies, material(s), labor, and services to install conduit, city supplied vaults, and other items specified on plans.

City of Idaho Falls will provide construction staking. Contractor to ensure that Idaho Falls Power has inspected all trench and conduit prior to backfill.

Bid Alternate is a Rock Adder. We do not anticipate lava rock to be encountered. This is a place holder to have a bid per 10 LF of trench if encountered.

BASIS OF AWARD:

Bids will be evaluated and the award will be made on the basis of price and start date. *Bidders are required to have a Public Works license prior to submitting a bid.* Bids received without the signature of a company representative will be considered invalid.

City of Idaho Falls reserves the right to accept or reject any or all bids, to waive any or all bids, to waive any informalities and irregularities in said bids, ~~and to accept individual items.~~ Further, IFP will award on the basis of the Base Bid and the combination of add alternates that are in the best interest of IFP.

ITEMIZED QUOTE:

(All items must have "Unit Price" and "Total Amount" filled in)

REVISED 5/30/2024

Lincoln to Sugarmill Conduit Installation Bid Form					
#	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	TRENCHING & BACKFILLING	2000	LF	7.12	14,240.00
2	6" CONDUIT (PVC OR HDPE) & INSTALLATION (ELBOWS & OTHER FITTINGS INCIDENTAL)	3695	LF	8.22	30,372.90
3	4" CONDUIT (PVC OR HDPE) & INSTALLATION (ELBOWS & OTHER FITTINGS INCIDENTAL)	2135	LF	7.45	15,905.75
4	2" CONDUIT (PVC OR HDPE) & INSTALLATION (ELBOWS & OTHER FITTINGS INCIDENTAL)	2135	LF	4.21	8,988.35
5	6" PARALLEL RISER AT POWER POLE (RGS CONDUIT AND ELBOW INCIDENTAL)	2	EA	4,732.88	9,465.76
6	4" RISER AT POWER POLE (RGS CONDUIT AND ELBOW INCIDENTAL)	1	EA	1,294.72	1,294.72
7	2" RISER AT POWER POLE (RGS CONDUIT AND ELBOW INCIDENTAL)	2	EA	734.60	1,469.20
8	INSTALL CITY PROVIDED SWITCH CAB AND FIBER BOXES	10	EA	416.42	4,164.10
9	INSTALL CITY PROVIDED 7'X12' CONCRETE VAULT WITH CITY PROVIDED VAULT LID	3	EA	9,619.49	28,858.47
10	Mobilization	1	LS	196.88	196.88
				Total	114,956.13
ALT	ROCK ADDER (OPEN TRENCH)	10	LF	12.54	125.40
				Grant Total	115,081.53

SIGNATURE PAGE:

Exceptions: If the terms and conditions provided on the preceding pages cannot be met, vendors are instructed to note those terms and conditions with which they take exception, giving a full explanation and sign below. If no exceptions are taken, write "**NONE**" and sign below.

Bradley P. Seimstad
Representative's Signature

208-244-9426
Telephone

801-260-0989
Fax Telephone

6/6/24
Date

Brad@blacksonconstruction.com
E-Mail

B. Jackson Construction
Company

6724 West Overland Drive
Address

Idaho Falls
City

IDAHO 83402
State Zip Code

004875 - Unlimited - 1-4
Public Works License #

File #: 24-266
City Council Meeting

FROM: Corrin Wilde, City Clerk
DATE: Tuesday, June 18, 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 20 February 2024 Work Session.

Description, Background Information & Purpose
These are the 20 February 2024 Work Session minutes.

Alignment with City & Department Planning Objectives


☐


☒


☐


☐


☐


☐


☐


☐

Keeping meeting minutes supports 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

February 20, 2024 Council Work Session

The City Council of the City of Idaho Falls met in Council Work Session, Tuesday, February 20, 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 Michelle Ziel-Dingman
Councilor John Radford
Councilor Kirk Larsen
Councilor Jim Freeman
Councilor Jim Francis
Councilor Lisa Burtenshaw

Also present:

Ian Turner, AirPort Director
Pam Alexander, Municipal Services Director
Mark Hagedorn, Finance Manager / Treasurer
John Marley, Police Captain
Bryce Johnson, Police Chief
Chris Fredericksen, Public Works Director
David Richards, Water Superintendent
Eric Grossarth, Public Information Officer
Darin Jones, Human Resources Director
Michael Kirkham, City Attorney
Corrin Wilde, City Clerk

Mayor Casper called the meeting to order at 3:01 P.M. with the following items:

Public Works- Discussion Lead and Copper Rule:

Public Works Director Chris Fredericksen and Water Superintendent David Richards lead a discussion about the Lead and Copper Rule. Director Fredericksen provided an overview of this rule, which was established by the EPA in 1991, and sets lead and copper limits at 15 parts per billion and 13 parts per million respectively. He detailed Idaho Falls' transition from galvanized to copper pipes in 1978, a move made to comply with these limits.

Director Fredericksen also outlined the city's upcoming obligations, which include the creation of a water service line inventory. This inventory, which will identify the materials used in both city and customer-owned lines, is due to be submitted to the DEQ by October 2024. The process of compiling this inventory involves a thorough review of work orders and inspection reports, which will provide information on an estimated 97% of city lines and 82% of customer lines.

Director Fredericksen reassured the Council that testing of Idaho Falls' water system has consistently shown no lead issues, with results always falling below EPA limits. He highlighted that their consumer confidence report, which details water quality, is readily available online. Despite the absence of lead or copper issues in Idaho Falls' water system, he stressed the importance of completing the inventory to meet requirements.

Director Fredericksen also touched on the federal government's 1986 prohibition of lead in all water lines and fixtures beyond a certain percentage. He noted that any service lines prior to 1979, when the city changed its water standards, would be a primary concern. Councilor Radford queried how the City arrived at the standard of 15 parts per billion for lead and 13 parts per million for copper in drinking water. Director Fredericksen clarified

February 20, 2024 Council Work Session

that 15 parts per billion is the actionable level, and any reading above this would trigger public notification and immediate action, such as the implementation of a filter to remove lead from the drinking water. He also mentioned emerging technology to replace lead service lines but cautioned that smaller lines may be difficult to access and soldered lead may be present.

Mayor Casper inquired about the Public Outreach Plan under review, expressing curiosity about the nature of the planned outreach. Director Fredericksen shared that he has been collaborating with the City's public information officer to determine the most effective communication method with the public. Once finalized, the plan will be shared with the Mayor's office and distributed to all of Council. Director Fredericksen emphasized that while they don't believe there is a problem with their system, they are working towards meeting a national requirement, which is the message they aim to communicate. Mayor Casper sought clarification on the state deadline of October 16, asking if it was part of the action to meet a federal deadline set by the EPA (Environmental Protection Agency). Director Fredericksen confirmed that this deadline applies nationwide.

Police Department and Municipal Services- Fleet Vehicle Leasing Program:

Director Pam Alexander and Captain John Marley presented the Resolution for the Fleet Vehicle Leasing. Director Alexander provided context for this agenda item, noting that a fleet replacement program presentation was given on September 11, 2023 and an RFP was issued and awarded on January 11th, 2024 to United Fleet Services. However, Director Alexander realized she neglected to include authorizing the execution of necessary documents in her memo. The bank working with United Fleet Services now requires a resolution to formally authorize who can execute documents.

Director Alexander explained the resolution presented includes reiteration of what was approved by Council on January 11th, including the not to exceed amount of \$1.5 million. It also states the multi-year RFP was approved on that date and authorizes additional actions by the Mayor and staff. Director Alexander requested the resolution be executed that day to avoid further delay in receiving vehicles, as some have been sold already during the wait. Captain John Marley and Mayor Casper provided additional context.

It was moved by Councilor Freeman, seconded by Councilor Burtenshaw, to adopt the Resolution and Authorize the Execution of a Lease Purchase agreement and Authorize the Mayor and City Clerk to execute the necessary documents. The motion was carried by the following vote: Aye – Councilors Larsen, Francis, Dingman, Burtenshaw, Freeman. Nay – Councilor Radford.

RESOLUTION 2024-04

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORJZING THE EXECUTION OF A LEASE-PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION AND LEASING OF CERTAIN EQUIPMENT FOR THE IDAHO FALLS POLICE DEPARTMENT WITHIN THE TERMS PROVIDED HEREIN; AUTHORJZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORJZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS APPROVED BY THE COUNCIL ON JANUARY 11, 2024, AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

Municipal Services- Quarter Financial Report:

Pam Alexander and Mark Hagedorn provided a quarterly financial report to the Council. Mr. Hagedorn discussed three main topics: cash investments, budget to actual, an update on the Treasury report, and some final comments. The focus was first on cash investments. As of December 2023, the investments were broken down by time, indicating when funds would return to the city after investing. However, there was a slight deviation from the investment policy. The policy states that 25% can be invested beyond two years, but they had 29% invested beyond that period. This was due to two reasons:

February 20, 2024 Council Work Session

- A change in investment philosophy: Previously, some funds were managed by a broker, but this is no longer the case. When these funds were taken back, some were beyond the policy limit. Instead of selling them, which could result in a loss, they decided to hold onto them.
- Capital projects: Due to these projects, they haven't been able to reinvest as much as in the past. This has also affected the cash flow, limiting investments to twice a year, in January and July.

The current investments are structured in a way to cover current expenditures. This strategy has been affected by capital money going out, resulting in less money available for long-term investments (beyond two years). In the past, they would have about 5 million till the end for two years, but this has changed due to the capital projects. Ms. Alexander and Mr. Hagedorn discussed a change in percentage from 29% to 25%. This change had been reviewed with the Investment Finance Committee and was related to a master agreement.

Councilor Burtenshaw raised a question about changing the internal policy, suggesting a new percentage of 30%. Mr. Hagedorn mentioned that he brought up this issue with the Investment Committee and the response was let's wait and see.

Councilor Francis asked when they should be concerned about the percentage number. Mr. Hagedorn responded that the concern arises when the treasurer is investing cash far into the future and is unable to meet weekly claims. This is not necessarily an issue, but he thinks at about 30%.

Ms. Alexander highlighted the ongoing communication with large infrastructure departments like Idaho Falls Power and Fiber, and Public Works. She emphasized the importance of understanding their capital project lifespan before making investment decisions.

Mr. Hagedorn and the Council discussed managing finances for various projects, ensuring sufficient liquidity, and making prudent investment decisions. The goal is to meet all payment obligations without having to resort to selling investments. The Investment Committee plays a crucial role in advising on these matters.

They emphasized the strategy of spreading out payments for various projects, including a water tower, over weekly or monthly intervals. The goal is to maintain sufficient cash reserves to cover these payments without resorting to selling investments.

The conversation then shifted to investment returns, with an expectation of significant short-term returns due to current market conditions. However, the focus remained on aligning these returns with the budget allocated for the water tower project. The investment policy was also discussed, highlighting a change made last December to ensure the availability of sufficient liquid cash, which is used incrementally to meet weekly payment needs.

The fluctuating cash flow, ranging between 150 and 200 with a peak at about 175, was also addressed, with the aim of effectively managing it to meet payment obligations.

The role of the Investment Committee was clarified as being advisory, providing feedback on investment decisions but without explicit authority. In case of risky investments, the committee is consulted for advice.

Risk management measures were also discussed, particularly the strategy of swapping investments in financial institutions downgraded to a triple B rating for those with a triple A rating to avoid potential defaults. They touched on the use of market analysis obtained from advisors to inform investment decisions.

The group acknowledged the need for a robust investment finance plan to address communication gaps, particularly in larger departments like Power and Public Works. The integration of analytics systems has improved reporting capabilities, allowing for a comprehensive inventory of investments and compliance with external audit concerns. The advisory committee, which includes the state treasurer, plays a role in this process.

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They also touched on the financial management of the Airport, which handles significant incoming and outgoing funds. However, the focus remains on departments like Power that use their cash balance rather than a revenue stream. The timing between payments and receipts is a key concern, particularly for projects like the peaking plant. The goal is to minimize the time between bond drawdowns and expenses to reduce the need to carry a balance. This approach reflects a strategic and cautious approach to financial management within the city.

Mr. Hagedorn highlighted the importance of diversification and risk management, with a shift towards more CDs, treasuries, and agencies due to their lower risk compared to traditional bonds. CDs below \$250,000 are backed by the U.S. government, providing an additional layer of security.

Mr. Hagedorn highlighted that our previous investment strategy involved a 50% risk in bonds. However, we're currently not reinvesting in bonds. Instead, we aim to diversify and equalize our portfolio. The banking sector is under significant pressure right now. Radford raised the question of whether state regulations limit our investment choices, particularly in market-based securities. Mr. Hagedorn explained that Idaho maintains a conservative investment approach due to the stability of treasuries, agencies, and bonds compared to the volatile marketplace. A few years ago, cities faced bankruptcy issues with pension plans because they invested in market-based securities, such as equity securities, rather than bonds.

They discussed cash flow and investment strategies. The cash flow typically increases around December due to investments, with occasional jumps often tied to the completion of construction projects. Mr. Hagedorn says there are two types of cash - debit cash and investment cash, with the latter kept in highly liquid accounts for easy access. Investments have been shifted to Wells Fargo for safety, and local investments are insured to cover risks. The breakdown of investment earnings by department, contributing to a pool determined by the average balance for the month. The cash flow is generally predictable and always increasing, with variations due to capital projects funded by grants or bonds. We do not receive cash flow consistently, leading to fluctuations in the cash balance and a cautious approach towards general fund revenues. The numbers discussed represent ending cash balances, not inflows or outflows.

Cash and Investments:

BROKER	AMOUNT	%
LGIP	\$ 991,848.06	0.66%
Wells Fargo	\$ 139,961,260.74	93.13%
Bank of Commerce	\$ 1,543,778.25	1.03%
Westmark CU	\$ 1,015,301.84	0.68%
Idaho Central CU	\$ 4,693,219.35	3.12%
Frontier CU	\$ 2,084,851.68	1.39%
Total	\$ 150,290,259.92	100.00%

They discussed cash balances, particularly in enterprise funds such as the airport, power, and public works. The state has expressed concern about these balances and has asked for clarification on their intended use. The City has categorized its cash into different types, with future capital being the default category. Significant changes were noted in the reporting of funds, with a shift from individual funds to a pooled approach. This change, along with the receipt of the first installment of ARPA funds, led to an increase in the general fund from 1.8 million at the end of December 2020 to 11 million.

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Cash & Investments by Fund:

	Month Ending, December 31				
	2019	2020	2021	2022	2023
General Fund	\$ 407,127	\$ 1,892,278	\$ 11,428,612	\$ 16,671,541	\$ 17,889,445
Special Revenue Funds	28,618,866	18,518,387	25,981,069	21,469,973	28,439,466
Impact Fees Funds	-	-	-	400,386	3,399,215
Capital Project Funds	8,169,579	6,064,087	2,630,831	4,861,540	3,493,860
Enterprise Funds	72,750,831	96,614,065	82,137,348	109,207,131	105,263,386
Total	\$ 109,946,403	\$ 123,088,817	\$ 122,177,860	\$ 152,610,572	\$ 158,485,370

The city-wide revenue for the first quarter was 52 million, against a budgeted 76 million. While this is typical for the first quarter, there were concerns about the lower-than-expected revenue in the general fund. A large impact fee payment received this year was also noted. There was discussion about changes in accounting standards for investment income, shifting from cost basis to fair market value. This value, influenced by interest rates, fluctuates monthly. The investments, primarily in bonds, are affected by these fluctuations. Investment rates dropped between October and December due to speculation about Federal rate reductions. This led to bonds selling at a lower interest rate and showcased the investments, which were higher than the marketplace.

Budget to Actual City-Wide Revenue:

Revenue	2023-2024 Budget	First Quarter October -December	Percentage Received
Taxes and Franchises	\$ 52,438,088	\$ 683,825	1.30%
Intergovernmental Revenue	65,900,826	9,904,388	15.03%
Gov't Charges for Services	13,366,317	3,121,460	23.35%
Enterprise Charges for Services	113,861,984	28,688,945	25.20%
Permits and Fees	1,351,655	598,628	44.29%
Impact Fees	3,225,353	1,591,113	49.33%
Interest Revenue	3,036,250	3,740,992	123.21%
Contributions	5,155,000	64,010	1.24%
Miscellaneous	3,568,353	2,208,599	61.89%
Other Financing sources	14,632,000	1,822,723	12.46%
Total Revenues	\$ 276,535,826	\$ 52,424,683	18.96%

The report shows 3.7 million in investment gains, but this figure represents the report's shown value, not the realized value if all investments were sold. The discussion also touched on revenue sources, including conversions, and donations.

City-wide expenditures were discussed, with a focus on wages. Due to the 26 pay periods in a year, wages are not evenly distributed throughout the year. The operating revenues were in line with expectations.

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Budget to actual City-Wide Expenditures:

Expenditures	2023-2024 Budget Original	2023-2024 Budget Revised	First Quarter	Percentage Expended
Wage/Benefits	\$ 91,550,896	91,550,896	18,850,503	20.6%
Operating Expenses	120,216,690	120,466,122	22,178,798	18.4%
Capital Outlay	102,199,960	103,597,119	10,089,645	9.7%
MERF Allocation	8,797,999	9,637,850	2,326,814	24.1%
Debt Service Payments	3,250,000	3,250,000	1,314,336	40.4%
Transfers	(15,572,683)	(16,503,260)	(3,306,875)	20.0%
Miscellaneous	29,040,682	27,484,817	1,800,711	6.6%
Total Expenditures	\$ 339,483,544	\$ 339,483,544	\$ 53,253,932	15.7%

Ms. Alexander discussed that the progress of our projects is not linear, but we are not off-target. With the arrival of spring, there will be a surge in seasonal workers to assist with park maintenance, leading to an increase in wages and benefits during this period. As the weather improves, we anticipate an increase in capital outlay as we commence construction and other capital projects. The Equipment Replacement Fund (MERF) is currently under 25%, however, we have started receiving bids for replacing certain vehicles or equipment. We have been successful in procuring a number of replacements, with deliveries starting as early as October. Despite the fund being almost fully allocated, it remains in a healthy position. We continue to replenish our equipment, ensuring its readiness and efficiency.

Mr. Hagedorn indicated that during the recent review, they implemented changes to the MERF (Municipal Equipment Replacement Fund) to increase transparency. These adjustments are a response to various factors, including new grants received, corrections to budgetary errors, and updates to General Ledger (GL) accounts. These changes are also reflected in the treasury report. Concerns were raised about the high volume of transactions affecting the budget, prompting a commitment to more transparent reporting of these changes as they occur. Mr. Hagedorn discussed the \$3.25 million debt service payments, it was clarified that this figure represents actual payments for law enforcement services, including violence charges and personal book leases, rather than traditional debt service. We currently have three substantial debts: bonds for the police station and the North Loop, and the Phase One wastewater treatment project. All debts are being managed according to schedule, with an early termination clause preventing payoff earlier than ten years. The interest rate for these bonds is fixed for a 19-year period, with the option to pay more after ten years if financially advantageous. The favorable interest rates were achieved due to substantial cash reserves and market timing. This rate is notably lower than what other municipalities have managed to secure.

Legislative Impacts: Potential state legislation could alter municipal debt management by mandating the use of cash reserves for debt repayment, representing a significant policy change.

General Fund Status: Revenues and expenditures are on target, with a \$115,000 increase due to unexpected grants, leading to contingency fund usage. These grants are mostly reimbursable post-expenditure. It was also discussed that grants often become available after the budget is set, leading to unanticipated funding opportunities. Departments are encouraged to budget conservatively, as they are held accountable for expenditures even if grant funding is not guaranteed.

February 20, 2024 Council Work Session

Budget to Actual General Fund Expenditures:

Expenditures	2023-2024 Budget Original	2022-2023 Budget Revised	First Quarter	Percentage Expended
Wage/Benefits	\$ 51,483,306	\$ 51,413,306	\$ 11,025,306	21.4%
Operating Expenses	27,593,052	26,834,860	4,758,943	17.7%
Capital Outlay	771,500	1,671,500	30,196	1.8%
MERF Allocation	5,194,296	5,284,147	1,382,824	26.2%
Debt Service Payments	2,000,000	2,000,000	-	0.0%
Misc Expense	521,158	1,405,158	163,448	11.6%
Transfers	(15,122,683)	(16,053,260)	(3,150,380)	19.6%
Total Expenditures	\$ 72,440,629	\$ 72,555,711	\$ 14,210,337	19.6%

Budget to Actual General Fund Revenue:

Revenue	2023-2024 Budget	First Quarter October -December	Percentage Received
Taxes and Franchises	\$ 35,703,246	\$ 468,372	1.31%
Intergovernmental Revenue	25,741,010	5,541,088	21.53%
Gov't Charges for Services	3,214,948	466,153	14.50%
Permits and Fees	1,336,655	594,628	44.49%
Interest Revenue	620,000	439,691	70.92%
Contributions	2,721,500	38,023	1.40%
Miscellaneous	493,100	78,126	15.84%
Other Financing sources	-	646,031	-
Total Revenues	\$ 69,830,459	\$ 8,272,112	11.85%

Capital outlay has increased, due to unexpected operational needs, with significant purchases reported to the Council. Spending patterns are subject to change based on various factors, impacting general fund consistency.

Director Alexander clarified the process for fleet replacements and additions, noting that planned replacements come to the Council on consent as they are budgeted and lifecycle managed. Additions, even if budgeted, are presented separately on the regular agenda to distinguish between replacements and new acquisitions. A resolution from 2018 outlines the process for notifying the Council about these expenditures.

Financial Overview: The focus was on departmental revenues and expenditures. The airport showed a positive revenue balance, and large construction projects are set to resume in summer, impacting future reports. Mr. Hagedorn emphasized a zero-based budget for the general fund, with expenditure cuts considered if revenues are insufficient. 7.5 million is bond drawdowns. The Parks and Rec and Police departments' budgets were reviewed, with the latter's bond funds at estimated \$7 million left. Enterprise funds are stable, and non-departmental sources like property taxes and state share revenue, especially from liquor sales, significantly affect the general fund.

February 20, 2024 Council Work Session

By Department:

Departments	Revenue Budget	First Quarter	% of Budget	Expenditure Budget	First Quarter	% of Budget
Airport	29,553,279	3,435,498	11.62%	25,684,929	2,944,679	11.46%
Community Development	3,465,250	842,273	24.31%	4,707,674	834,707	17.73%
Fire	14,982,194	3,163,133	21.11%	28,328,937	6,093,655	21.51%
Human Resources	-	-	0.00%	453,308	65,451	14.44%
Legal	210,600	43,197	20.51%	533,569	95,446	17.89%
Internal Service	3,180,000	1,353,662	42.57%	5,988,481	817,761	13.66%
Library	3,178,645	175,735	5.53%	4,115,784	614,196	14.92%
Mayor & Council	188,500	68,361	36.27%	765,309	118,669	15.51%
Municipal Services	1,868,490	154,767	8.28%	7,203,032	1,432,732	19.89%
Parks & Recreation	14,807,430	1,585,809	10.71%	26,017,258	3,703,472	14.23%
Police	9,423,410	440,540	4.67%	30,641,997	6,518,391	21.27%
Idaho Falls Power	90,935,800	21,381,677	23.51%	101,916,447	20,122,268	19.74%
Public Works	52,675,063	14,746,456	28.00%	81,678,626	9,892,503	12.11%
Non Departmental	52,067,165	5,033,574	9.67%	21,448,193	-	0.00%
Total	276,535,826	52,424,682	18.96%	339,483,544	53,253,930	15.69%

For the first quarter, there are no major financial concerns; however, potential issues to be addressed in the next quarter were acknowledged. The non-departmental revenue budget is set at \$52 million, with a corresponding expenditure budget that is typically not spent, serving as contingency funds. The year began with approximately \$24 million in contingency funds, which are intended to cover rollovers for ongoing projects from the previous year. The goal is to reduce this to around \$15 million, providing a financial cushion to avoid reopening the budget mid-year.

Mr. Hagedorn clarified that any surplus at the end of the year, after budget truing, remains in contingency and is not available for discretionary spending. It is allocated through the budget process, and no department is responsible for generating the revenue line. For instance, property taxes are not assigned to specific departments but are used to offset the general fund budget, ensuring there is no surplus revenue in non-departmental accounts. The council is generally aware of and approves these financial practices.

Director Alexander emphasized the importance of the budget's capacity to address unforeseen expenses.

Mr. Hagedorn clarified that 70-75% of the general fund's revenue is non-departmental, while only 15-25% is generated internally. Property taxes and state-shared revenues are not assigned to specific departments, allowing the council to control their allocation. Councilor Radford highlighted the need to understand the percentage of property tax usage by each department, noting that police, fire, and parks are the primary recipients.

Councilor Francis inquired about the automatic distribution of a 3% increase across departments, which was confirmed to no longer be the practice. Instead, the Council approves allocations annually.

Director Alexander referred to a worksheet used at the budget kickoff to outline these calculations, including statutory entries for libraries and the fire station repayment. The discussion concluded with an explanation that surplus general fund revenues are transferred to a future capital replacement fund, serving as a placeholder for projects like the fire station. Mr. Hagedorn mentioned that this practice started four years ago, with the largest amount transferred being approximately \$2.5 million over three years. The Council is informed of these transfers each quarter.

Mr. Hagedorn discussed the budgeting differences between federal, state, and local governments, emphasizing that local budgets are tools for predictability. Council President Burtenshaw stated that she and Councilor Francis noted the apparent similarity between the Parks and Police budgets, which is misleading due to the inclusion of Community Oriented Policing (COP) funds in the Police budget and the Parks and Recreation fees. Mr. Hagedorn

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explained that Parks has multiple revenue sources, including capital improvement funds from donations and contributions, making direct comparisons challenging.

Mr. Hagedorn also mentioned that the Parks and Recreation Department, with its various sub-departments like golf and capital improvements, has a project-based budget of approximately \$26 million, which is not solely operational. The Police budget also includes capital expenditures.

The discussion then shifted to financial reporting requirements under Title 50, which mandates the reporting of financial conditions without specific definitions, leading to variations across different cities. Mr. Hagedorn acknowledged past difficulties in making financial reports accessible and understandable to non-specialists. He is collaborating with Eric from the Mayor's office to improve the readability of these reports, aligning with the Governmental Accounting Standards Board's efforts to make financials more comprehensible to the general public. The goal is to present financial information in a clear and understandable manner for all.

Mr. Hagedorn discussed the ongoing efforts to improve financial transparency and reporting. He explained that the City is presenting bank balances and cash by funds, along with a summary of adjustments. The report includes a detailed listing of bank transactions, with \$61 million in deposits and \$70 million in withdrawals for December, noting that these figures include transfers which count as both. He emphasized the importance of formal bank reconciliations, a practice not done in the past, which is crucial for accuracy. The reconciliation process accounts for the difference between the bank balance and book balance, which was approximately \$8 million in process. The Treasurer's Report focuses on the City bank accounts' status as of December 31, 2023. The report may differ from the general ledger due to the timing of check clearances and deposit recognitions, as the ledger follows accrual accounting.

Mr. Hagedorn highlighted the focus on the cash balance of each fund, especially those with negative balances. The city is addressing funds that have been negative for over three years. Regarding the Golf department, it was noted that it operates differently, often showing a positive balance at certain times of the year. The department's financial status is not typically brought to the Council's attention because it is self-sustaining and considered a quality-of-life aspect, unlike traditional enterprise funds, it is regarded for its contribution to the community's quality of life. The Council has not sought any alterations to this operational model. Mr. Hagedorn advocates for financial transparency, ensuring information is accessible and comprehensible to all stakeholders.

Councilor Larsen inquired about the process of determining specific financial numbers, to which Mr. Hagedorn responded that the details of over 500 transactions are summarized in the Trends Report's back page. This allows Council members to see budget changes without overwhelming detail. He also mentioned the possibility of including accounting adjustments in future reports.

Mayor Casper emphasized the importance of using established systems for financial inquiries, such as quarterly meetings and the liaison system, to ensure comprehensive understanding and effective communication among Council members. She encouraged Council members to bring their questions to these platforms for a collective learning experience rather than seeking individual data sets.

Mr. Hagedorn concluded by stating that the financial statements are being finalized and will be ready for review soon, with the final version expected in April. He noted that audits typically reveal findings each year, as it is unusual for an audit to report no changes year over year. The discussion highlighted the ongoing efforts to enhance financial reporting and transparency within the Council.

Mr. Hagedorn informed the Council about the state property tax relief bill's impact on the City's revenue stream. The state has paid a portion of the property tax bills, amounting to approximately \$3-4 million, which the City has

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yet to receive. This payment is part of the “circuit breaker” program, which provides property tax relief and is not a one-time occurrence; however, the increased eligibility for this relief is ongoing. The timing and amount of these payments are uncertain, as they depend on the state’s disbursement to the County and then to the City.

Councilor Freeman clarified that this is not a one-time payment, and Councilor Larsen noted that a new bill would need to be passed each year for it to continue. Burtenshaw added that the allocation was for one year only, during COVID, and any budget increase would require a new bill.

Mr. Hagedorn also discussed the City’s efforts to increase transparency in line with state goals. A new phase of the City’s website will make financial data available quarterly, allowing citizens to review expenditures in various categories. This initiative aligns with legislation requiring all government levels to provide accessible financial information to the public. The City is working to integrate its financial categories with those used by the state to ensure consistency and clarity.

Director Alexander and Mr. Hagedorn discussed the City’s compliance with new legislation requiring all government entities to provide transparent financial information to citizens. They highlighted the integration of different financial categories to align with state standards and the City’s proactive approach in volunteering to test these systems to shape their development.

Mayor Casper mentioned the use of homegrown designs for financial reporting, indicating a hands-on approach to ensure clarity for those reviewing the City’s finances. Despite the time it has taken, the goal is to make financial data more accessible and understandable.

Mr. Hagedorn expressed confidence in the City’s financial condition, noting that external auditors and others have been impressed with the City’s financial planning and resources. Ms. Alexander added that the City has received high marks for transparency, thanks to a robust public records request system and an open approach to financial information.

Councilor Radford reflected on the improvements in the general fund over the past year and a half, indicating a positive shift in financial management. He also mentioned the encouraging signs of accurate cost reporting around employee compensation and the overall financial growth of the City. The conversation underscored the City’s commitment to financial transparency and responsible management.

City Attorney’s Office: Mayor Grant Authorization Resolution:

On November 22, 2022, the Council passed Resolution 2022-34, which authorized the Mayor to accept donations, bequests, and gifts on behalf of the City. The proposed resolution would expand that authority to include accepting grant awards on behalf of the City and require the Mayor to provide a report of any grant awards, cash, stocks, bonds, or other securities that are accepted by the Mayor pursuant to the authority granted by the Resolution within thirty (30) days to the Council.

City Attorney Micheal Kirkham presented a Resolution in response to a discussion at the previous February 5th Work Session. The two major changes in this resolution and the difference with what we currently have is that in the proposed resolution introduced two significant changes. Firstly, it would broaden the Mayor’s authority to accept a wider range of grants and gifts without prior Council approval, provided they are reported later. Secondly, it would mandate the Mayor to submit a report to the Council of any grants or gifts accepted under this authority within a specified timeframe.

The Council members engaged in a discussion about the extent of the Mayor’s authority to accept certain grants and gifts without prior Council approval. The debate centered around the types of grants and gifts that should

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require reporting to the Council. Some members advocated for transparency and wished to be informed of all items, while others were more interested in larger amounts. They also discussed the potential need to revise terms such as “restricted”, “including”, and the reporting timeline.

However, no consensus was reached, and the draft resolution was pulled from the upcoming agenda to allow for further discussion. The Mayor agreed to work out the specifics for accepting FAA grants. As it stands, further discussion on the grant acceptance authority for the Mayor will be necessary.

Acceptance and/or Receipt of Minutes:

It was moved by Councilor Larsen, seconded by Councilor Radford, that Council receive the recommendations from the February 6, 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 Francis, Dingman, Freeman, Larsen, Radford, Burtenshaw. Nay – none.

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

The Mayor announced tentative dates for the Sister Cities visit to Tokai from Idaho Falls, scheduled for October 30th through November 7th. Currently, there are 18 delegates with some slots reserved for the City. Those interested in joining are encouraged to plan within the next few weeks.

The Association of Idaho Cities (AIC) is inviting proposals for workshops at the June conference, due by April 10th. The Mayor expressed her intention to suggest workshops that would be beneficial to us.

In legislative updates, the Mayor highlighted the ongoing Urban Renewal Reform. Although it has not yet been assigned a number, Catherine Smith is diligently working with the Idaho Falls Redevelopment Agency to create a one-page summary for legislators. Committee Chair, Barb Ehart, is seeking more information on urban renewal. However, the proposed language for the reform is concerning as it introduces a tool that could be difficult to use, requiring a two-thirds vote and unanimous agreement from all participating properties.

Senate Bill 1293 presents significant challenges. It impacts past annexations aimed at eliminating enclaves, making them more difficult to address. Under this bill, a high voting threshold and unanimous agreement would be required for annexation, allowing any single property owner to veto the process. Additionally, the bill restricts the use of Category B annexation to enclaved properties rather than adjacent ones. Councilor Freeman highlighted that implied consent, such as using city utilities, would no longer apply once properties become contiguous. The Mayor expressed concern about the bill’s unfriendly stance toward cities. Currently, it is pending in the Senate, where amendments can be made. Councilor Freeman raised the question about whether there have been complaints related to the way cities have been annexing. Mayor Casper encouraged Council members to look at House bill 506 short term rentals. This bill is looking to make significant changes to the short-term rental bill, making it less restrictive.

Announcements:

- Council President Burtenshaw discussed the exercise that Council members will work on before coming together for the upcoming budget priorities meeting. Council members will list a maximum of three budget priorities for each department. Council members will not consider the cost of the priority and how it will be achieved and specific personnel will not be mentioned in their discussions.
- Councilor Freeman wanted to remind people that Idaho Falls Power is offering over \$5,000 in scholarships for eligible high school sophomores and juniors in the Idaho Falls area. If you’re selected, they will receive a \$500 scholarship and an all-expenses-paid trip to the Idaho Community-Owned Utilities Association (ICUA) Youth Rally at Northwest Nazarene University in Nampa. The application deadline is April 15th. Ten scholarships will be awarded in total.
- Councilor Radford had no items to report

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- Councilor Dingman had not items to report
- Councilor Francis had no items to report.
- Councilor Larsen gave updates on Public Works construction projects. The bid award for the Meppen Canal pedestrian highway beacon opens on Thursday. The Pancheri bridge rehabilitation is out for Bid.

There being no further business, the meeting adjourned at 5:53 PM

s/Corrin Wilde
Corrin Wilde, City Clerk

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

File #: 24-257

City Council Meeting

FROM: Ian Turner, Airport Director
DATE: Thursday, June 27, 2024
DEPARTMENT: Airport

Subject

Master Contract for Airport Environmental Services

Council Action Desired

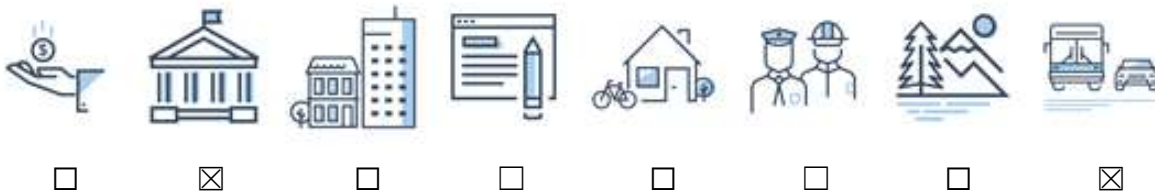
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve a master contract for professional environmental services with Ardurra Group, Inc., and authorize the Mayor and City Clerk to execute said contract (or take other action deemed appropriate).

Description, Background Information & Purpose

The Idaho Falls Regional Airport anticipates the need for environmental services related to Federal Aviation Administration National Environmental Policy Act requirements in the next several years. Most notably, an Environmental Assessment is expected for the relocation of the Airport Traffic Control Tower. It is possible that other professional environmental services may occur. To plan for this, a qualification-based selection process was issued as Request for Qualification 24-05 - *Environmental Services for Idaho Falls Regional Airport*. Two proposals were received, and the evaluation committee ranked Ardurra Group, Inc., the top qualified proposer.

Alignment with City & Department Planning Objectives



This action aligns with the community-oriented objectives of providing a safe and reliable transportation system and good governance.

Interdepartmental Coordination

Municipal Services, Public Works, and the Legal Department participated in this process.

Fiscal Impact

All fiscal impacts associated with this contract will be identified and included in subsequent work orders at the time a detailed scope of work is determined.

Legal Review

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

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

Ardurra Group, Inc.

Date: June 27, 2024

THIS AGREEMENT is between the **City of Idaho Falls, a municipal corporation of the State of Idaho**, hereinafter referred to as "**Client**" and **Ardurra Group, Inc.**, a Florida Corporation, hereinafter referred to as "**Consultant**". The Client and Consultant in consideration of their mutual covenants herein contract and agree as follows:

The Client intends to **complete various environmental planning documents and tasks at the Idaho Falls Regional Airport**, hereinafter referred to as the "Project" or "Projects". This Agreement will serve as a 'Master Agreement' for these Projects. Services under this Agreement will be provided by Consultant as described in separately authorized Work Orders. Services to be provided are expected to include but are not limited to the following:

- Categorical Exclusions
- Environmental Assessments
- Environmental Impact Studies
- Similar and related environmental work as outlined in Request for Qualification 24-05

A) CLIENT INFORMATION AND RESPONSIBILITIES

1. The Client shall timely provide to Consultant a complete description of the Project including: Client's requirements for the Project, objectives and constraints, capacity and performance requirements, flexibility and expandability needs, any budgetary limitations, and all design and construction criteria which Client requires be incorporated into the Project.
2. Client shall timely provide to Consultant all associated or applicable project information including: data and documents prepared by others, soil and subsurface explorations, hydrologic information, laboratory tests, inspection reports, environmental assessments, title reports, records of survey, warranty deeds, and land use restrictions, all of which Consultant may use and rely upon in performing services under this Agreement.
3. The Client shall timely obtain permission for Consultant to enter upon public and private property, as required, for Consultant to perform services under this Agreement.
4. If Client is not the owner of real property underlying the Project, then Client shall, as a condition of Consultant proceeding with work, timely provide to Consultant: 1) written acknowledgment of this Agreement by the property owner and 2) documentation acceptable to Consultant that is executed by the property owner confirming that Client is authorized by owner as an agent to act on their behalf.
5. Additional Client responsibilities may be defined by mutual agreement in individual Work Orders.

B) SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall provide professional services under this Master Agreement for Professional Services, as described in separately authorized Work Orders. Each Work Order shall include a detailed scope of work and fee estimate for the intended Project, which will be negotiated separately with Client. Once mutually agreed to, Work Orders shall be executed and automatically incorporated by reference into and made part of this Agreement.

C) TERM

This contract shall commence on June 27, 2024, and continue for a period of five years with a termination date of June 26, 2029. Any incomplete work related to a duly executed work order within the five-year term shall remain in effect and subject to this Master Agreement for Professional Services.

D) BASIS OF FEE AND BILLING SCHEDULE

The Client shall timely pay Consultant for services set forth and provided under each Work Order entered into under this Agreement. Client shall timely pay Consultant for additional services authorized by written amendment to each Work Order. Fees shall be based on hourly charges and direct expenses during the performance of work described in each Work Order. Hourly charges are the product of actual time expended on the Project multiplied by the hourly billing rate for that employee classification as shown on the Consultant's current Fee Schedule, attached to each Work Order. Direct expenses are the sum of all expenditures attributable to the Project that are not labor charges, including subconsultant fees. Hourly and direct expense rates are subject to annual review and revision by Consultant.

Fees for each Work Order will be determined using one or both of the following methods. Each Work Order will clearly identify which method applies to which portion of the work.

1. Contract Amount (Not to Exceed)

Fees for services negotiated under this method will be billed using hourly and direct expense rates for costs incurred. A maximum total fee for services to be provided shall be included in the scope of work attached to each Work Order. If additional tasks and fees are required, these will be added by amending the Work Order.

2. Lump Sum

The lump sum fee for services to be provided shall be included in the scope of work attached to each Work Order. The portion of the lump sum that is invoiced monthly will be based on Consultant's estimate of percentage of scope of work completed.

TERMS AND CONDITIONS

1) GENERAL

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

2) OPINIONS OF COST

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

3) REUSE AND OWNERSHIP OF DOCUMENTS

- a.** All documents prepared by Consultant are instruments of service with respect to the project, and Consultant shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the project is completed.
- b.** Consultant shall grant to Client, upon full payment to Consultant for services rendered, a non-exclusive, irrevocable,

unlimited, royalty-free license to use any hard copies of documents prepared by Consultant for Client. Client may make and retain hard copies of such documents for their information and use.

c. Client agrees that work product is not suitable for use on the Project unless completed by the Consultant for the specific purpose intended, and any other use of Consultant's work product by Client will be at Client's sole risk without liability of Consultant.

d. The Client shall timely pay, assume, defend, indemnify and hold Consultant harmless from any claims, damages, losses and expenses, including attorney's fees, arising from unauthorized reuse of all work product prepared by Consultant.

4) GOVERNING LAW

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

5) SUCCESSORS AND ASSIGNS

a. Client and Consultant are hereby bound, and their partners, successors, executors, administrators and legal representatives are likewise bound, to the other party to this Agreement, in respect of all covenants, agreements and obligations of this Agreement.

b. Neither Client nor Consultant may assign or transfer any rights, duties or responsibilities under this Agreement without prior written consent of the other party.

c. Nothing under this Agreement shall be construed to provide any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

6) TIMES OF PAYMENTS

a. Consultant shall submit monthly invoices for services rendered and for direct expenses incurred. Client shall timely make monthly payments. Invoices are due and payable within thirty (30) days of the date of the invoice.

b. All account balances not paid in full within thirty (30) days of the date when first invoiced are overdue and subject to interest at the rate of twelve (12) percent (%) per annum compounded monthly from the date when first invoiced until paid in full. Any payments received shall be credited first to accrued interest and then to principal.

c. All fees and costs incurred by Consultant to collect overdue account balances shall be added to the account balance.

7) RISK ALLOCATION AND REMEDY

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

b. To the fullest extent permitted by law, the Client and Consultant hereby waive any and all claims for special, incidental, indirect or consequential damages arising out of or in any way related to the Project.

8) INSURANCE

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

9) INDEMNIFICATION

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

10) HAZARDOUS ENVIRONMENTAL CONDITIONS OR MATERIALS

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

11) DISPUTE RESOLUTION

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

12) RECOVERY OF DISPUTE RESOLUTION COSTS

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

The following Terms 13 through 30 are federally mandated contract provisions. These provisions are included, as it is anticipated federal funds will be used for Project(s) covered by this agreement.

13) ACCESS TO RECORDS AND REPORTS

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

14) BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Client will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Client reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Client elects to terminate the contract. The Client's notice will identify a specific date by which the Consultant must correct the breach. Client may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Client's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

15) GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, gender identity/expression, sexual orientation, veteran's status or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

16) CIVIL RIGHTS - TITLE VI CLAUSES

Compliance with nondiscrimination requirements:

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

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, gender identity/expression, sexual orientation, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration 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 by a subconsultant, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 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 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), 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 consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 nondiscrimination 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 USC 1681 et seq).

17) CLEAN AIR AND WATER POLLUTION CONTROL

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the Client immediately upon discovery. The Client assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

18) CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same

prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

19) DEBARMENT AND SUSPENSION

Certification of Consultant Regarding Debarment

By submitting a bid/proposal under this solicitation, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Consultants Regarding Debarment

The Consultant, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate of Consultant Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

20) DISADVANTAGED BUSINESS ENTERPRISES

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

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Client. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Client. This clause applies to both DBE and non-DBE subcontractors.

21) TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

22) ENERGY CONSERVATION REQUIREMENTS

Consultant and Subconsultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq.).

23) FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor — Wage and Hour Division.

24) CERTIFICATION REGARDING LOBBYING

The Consultant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

25) OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

26) SEISMIC SAFETY

The Consultant agrees to ensure that all work performed under this contract, including work performed by subconsultants, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

27) CERTIFICATION OF CONSULTANT REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

1) The Consultant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed,

for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The Consultant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

28) TERMINATION OF CONTRACT

Termination for Convenience (Professional Services)

The Client may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Client, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Client all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this contract, whether complete or partially complete.

Client agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Client further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment

for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

29) TRADE RESTRICTION CERTIFICATION)

By submission of an offer, the Consultant certifies that with respect to this solicitation and any resultant contract, the Consultant.

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001. The Consultant/Contractor must provide immediate written notice to the Owner if the Consultant/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Consultant or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

The Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.

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

30) VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

End of federally mandated contract provisions.

31) 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 CONSULTANT employs ten (10) or more persons, CONSULTANT 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.

32) CERTIFICATION OF NO CHINESE GOVERNMENT OWNERSHIP.

Pursuant to Idaho Code § 67-2359, CONSULTANT certifies that CONSULTANT 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 of China.

End of Idaho State mandated contract provisions.

33) EXTENT OF AGREEMENT AND AMENDMENTS

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

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

CLIENT: City of Idaho Falls, Idaho

CONSULTANT: Ardurra Group, Inc.

ADDRESS: ATTN: Airport Director
Idaho Falls Regional Airport
2140 North Skyline Drive #12
Idaho Falls, Idaho 83402

ATTN: Project Manager
2471 South Titanium Place
Meridian, Idaho 83642

BY: Rebecca L. Noah Casper

BY: Pat Colwell

TITLE: Mayor

TITLE: Operations Director Northwest Region

SIGNATURE: _____

SIGNATURE:  _____

DATE: _____

DATE: 6/12/24 _____

Memorandum

File #: 24-272

City Council Meeting

FROM: Bear Prairie, General Manager
DATE: Friday, June 21, 2024
DEPARTMENT: Idaho Falls Power

Subject

IFP 24-25 Gem State Boat Ramp

Council Action Desired

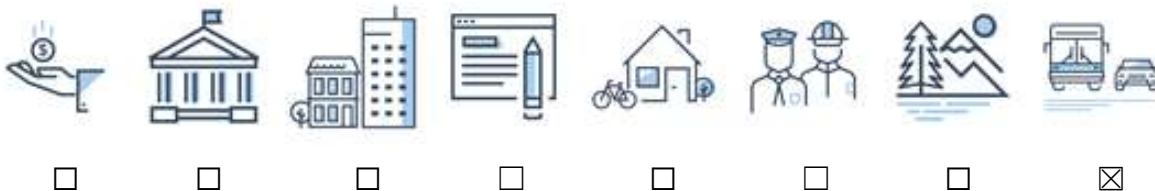
☐ Ordinance ☒ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Reject the single bid received from JM Concrete for construction of a at Gem State Lake, find that the work and services can be procured more economically by purchasing the contracting services on the open market, and direct the mayor and staff to procure qualified contractors to perform portions of the work (or take other action deemed appropriate).

Description, Background Information & Purpose

Idaho Falls Power (IFP) solicited bids from qualified contractors to construct a new boat ramp at Gem State Lake. The bid tabulation is attached. The one bid received was more than double the engineer's estimate. IFP staff concluded that awarding the bid is not in the best interests of the city. If the Council rejects the bid, IFP staff will go to the open market to procure qualified contractors to complete portions of the work, and IFP staff will perform the remainder of the work in-house.

Alignment with City & Department Planning Objectives



This action supports our readiness for reliability by improving public infrastructure and facilities.

Interdepartmental Coordination

The Legal Department and Idaho Falls Power coordinated on this action.

Fiscal Impact

Funding for this project is included in the FY2023-24 CIP budget.

Legal Review

The City Legal Department concurs that the requested action is appropriate.

Idaho Falls Power

Bid Tabulation

Project: Gem State Boat Ramp
Submitted: Grant Campbell

Number: IFP: 24-25
Date: 6/18/2024

Bidder									
#	Description	Estimated Quantity	Unit	Engineer Estimate		JM Concrete			
				Unit Price	Total Amount	Unit Price	Total Amount		
1	8" CITY SUPPLIED MILL-TAILINGS	1301	SY	\$ 18.00	\$ 23,418.00	\$ 35.00	\$ 45,535.00		
2	GEOTEXTILE FABRIC	1301	SY	\$ 4.00	\$ 5,204.00	\$ 3.00	\$ 3,903.00		
3	3/4" ROAD BASE IN ACCESS ROAD AND PARKING LOT AREAS (SEE DETAIL)	518	CY	\$ 16.00	\$ 8,288.00	\$ 30.00	\$ 15,540.00		
4	PIT RUN (FILL)	67	CY	\$ 14.00	\$ 938.00	\$ 30.00	\$ 2,010.00		
5	EARTHWORK (CUT)	99	CY	\$ 22.00	\$ 2,178.00	\$ 40.00	\$ 3,960.00		
6	SHIFT LAVA ROCK 10'-15'	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00		
7	6" DEEP OF SCREENED RIVER ROCK (2"-4" IN SIZE)	35	CY	\$ 110.00	\$ 3,850.00	\$ 100.00	\$ 3,500.00		
8	REMOVE 6' FENCE	930	LF	\$ 4.50	\$ 4,185.00	\$ 5.00	\$ 4,650.00		
9	INSTALL 6' CHAIN LINK FENCE	710	LF	\$ 25.00	\$ 17,750.00	\$ 28.00	\$ 19,880.00		
10	INSTALL SIGN POST	9	EA	\$ 250.00	\$ 2,250.00	\$ 500.00	\$ 4,500.00		
11	INSTALL 20' WIDE (6' TALL) DOUBLE GATE	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00		
12	SWPPP (STORM WATER POLLUTION PREVENTION PLAN)	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 3,000.00	\$ 3,000.00		
13	MOBILIZATION	1	LS	\$ 32,000.00	\$ 32,000.00	\$ 170,000.00	\$ 170,000.00		
14	CONSTRUCTION STAKING	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00		
BASE BID TOTAL				Total	\$ 124,061.00	Total	\$ 296,478.00		
BID ALTERNATE 1									
15	8" CONCRETE SECTION WITH THICKENED EDGES (SEE DETAILS)	200	SY	\$ 250.00	\$ 50,000.00	\$ 975.00	\$ 195,000.00		
16	V-GROOVE FINISH	200	SY	\$ 12.00	\$ 2,400.00	\$ 30.00	\$ 6,000.00		
17	GEOTEXTILE FABRIC	200	SY	\$ 4.00	\$ 800.00	\$ 20.00	\$ 4,000.00		
18	PIT RUN (FILL)	57	CY	\$ 14.00	\$ 798.00	\$ 30.00	\$ 1,710.00		
19	EARTHWORK (CUT)	179	CY	\$ 22.00	\$ 3,938.00	\$ 60.00	\$ 10,740.00		
20	TREE REMOVAL	3	EA	\$ 1,200.00	\$ 3,600.00	\$ 1,000.00	\$ 3,000.00		
21	RIPRAP	100	SY	\$ 100.00	\$ 10,000.00	\$ 200.00	\$ 20,000.00		
22	COFFER DAM	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00		
BID ALTERNATE 1 TOTAL					\$ 96,536.00		\$ 290,450.00		
BID ALTERNATE 2									
23	METAL PIPE PARKING DELINEATORS	550	LF	\$ 125.00	\$ 68,750.00	\$ 40.00	\$ 22,000.00		
24	CONCRETE WHEEL STOP	17	EA	\$ 400.00	\$ 6,800.00	\$ 250.00	\$ 4,250.00		
BID ALTERNATE 2 TOTAL					\$ 75,550.00		\$ 26,250.00		
TOTAL WITH ALTERNATE 1 AND 2					\$ 296,147.00		\$ 613,178.00		
Bid Bond						yes			

Present at Bid Opening:

Jason Cooper
Krista Thorton
Grant Campbell
Isaac Brunson - JM Concrete
Stephen Boorman



Memorandum

File #: 24-264

City Council Meeting

FROM: Bryce Johnson, Chief of Police
DATE: Tuesday, June 18, 2024
DEPARTMENT: Police Department

Subject

Ratification of the purchase of In-car Radios

Council Action Desired

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

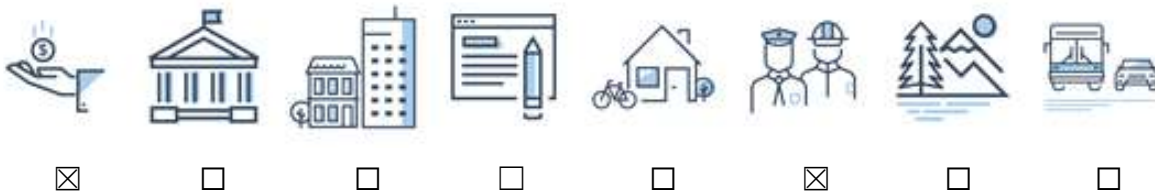
Ratify the purchase of Motorola in-car radios.

Description, Background Information & Purpose

At the end of December of 2023, the Idaho Falls Police Department entered into an agreement with Motorola for the purchase of Motorola in-car radios. In previous years these radios were part of our vehicle upfits. The Department recently determined that managing the upfit process separate from the lease process provides more value, offering some cost savings and faster return of the vehicles.

The most recent vehicle package approved by Council using MERF budget funds included \$97,900.00 for these in-car radios. The radios were purchased using the State contract with Motorola (#PADD20221088). However, this decision to obtain the radios separately and move to a local vendor for upfit was made *after* the Council approved the package. Compliance with internal purchasing rules requires separate Council approval. In this case, approval comes as a ratification of the purchase. The final price came in at \$97,896.42.

Alignment with City & Department Planning Objectives



The ratification of the purchase of the in-car radios supports the good governance community-oriented result.

Interdepartmental Coordination

Municipal Services.

Fiscal Impact

The impact has not changed. It will result in \$97,896.42 from Idaho Falls Police Department 2023/24 Municipal

Equipment Replacement Fund.

Legal Review

Legal has reviewed the invoices and the State Contract #PADD20221088. This purchase conforms with Idaho Code §67-2803(10) as it duplicates the price and substance of a contract for Motorola in-car radio up-fits that was entered into by the division of purchasing of the Department of Administration of the state of Idaho.



Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE			
Transaction Number 8281899582		Transaction Date 23-MAY-2024	Transaction Total 42,823.52 USD
P.O. Number IFPD_12212023		P.O. Date 21-DEC-2023	Customer Account No 1036392645
Payment Terms Net Due in 30 Days			Payment Due Date 22-JUN-2024
Bill To Address IDAHO FALLS POLICE DEPARTMENT ATTN: Accounts Payable P O BOX 50220 IDAHO FALLS ID 83402 United States		Ship To Address IDAHO FALLS POLICE DEPARTMENT 605 N CAPITAL AVE IDAHO FALLS ID 83402 United States	

Visit our website at www.motorolasolutions.com

IMPORTANT INFORMATION

Ultimate Destination
United States

Freight Terms: FREIGHT
PREPAID
Inco Term: CPT
NEAREST PORT OF IMPORT

For all invoice payment inquiries contact
AccountsReceivable@motorolasolutions.com
Telephone: 800-247-2346
Fax: +1(631)883-4238

Sales Order(s): 3203207316

Delivery Number(s): 9111186627

SPECIAL INSTRUCTIONS / COMMENTS

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE SO Line #: 2.1 Ship Date: 23-MAY-2024 SERIAL NUMBERS 527CAK2031 527CAK2032 527CAK2033 527CAK2034 527CAK2035 527CAK2036 527CAK2037 527CAK2038	8	2,131.37	17,050.96
1.1	LSV00Q00202A	DEVICE PROGRAMMING	8	200.00	1,600.00
1.2	LSV01S00131A	G78AT - ENH: 3 YEAR ESSENTIAL SVC : Duration Service From: 25-MAY-2024 Service To: 24-MAY-2027	8	288.00	2,304.00
1.3	W969BG	ENH: MULTIKEY OPERATION	8	228.69	1,829.52
1.4	G843AH	ADD: AES ENCRYPTION AND ADP	8	329.49	2,635.92

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 8281899582	Customer Account No 1036392645	Payment Due Date 22-JUN-2024	Transaction Total 42,823.52 USD	Amount Paid
---	--	--	--	--------------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

IDAHO FALLS POLICE DEPARTMENT
ATTN: Accounts Payable
P O BOX 50220
IDAHO FALLS ID 83402
United States

Payment Transfer Details

Bank of America, Dallas
WIRE Routing Transit Number: 026009593
ACH/EFT Routing Transit Number: 111000012
SWIFT: BOFAUS3N
Bank Account No: 3756319806

Send Payments To:



Motorola Solutions, Inc.
13108 Collections Center
Chicago IL 60693
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com



Motorola Solutions, Inc.
 500 West Monroe
 Chicago IL 60661
 United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number 8281899582	Transaction Date 23-MAY-2024	Transaction Total 42,823.52 USD
P.O. Number IFPD_12212023	P.O. Date 21-DEC-2023	Customer Account No 1036392645
Payment Terms Net Due in 30 Days		Payment Due Date 22-JUN-2024

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Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1.5	GA01606AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED	8	0.00	0.00
1.6	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	8	29.61	236.88
1.7	QA09113AB	ADD: BASELINE RELEASE SW	8	0.00	0.00
1.8	W22BA	ADD: STD PALM MICROPHONE APX	8	49.77	398.16
1.9	G67DT	ADD: REMOTE MOUNT E5 APXM	8	206.01	1,648.08
1.10	GA01670AA	ADD: APX E5 CONTROL HEAD	8	451.71	3,613.68
1.11	G444AH	ADD: APX CONTROL HEAD SOFTWARE	8	0.00	0.00
1.12	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	8	41.58	332.64
1.13	G361AH	ENH: P25 TRUNKING SOFTWARE APX	8	207.90	1,663.20
1.14	G51AU	ENH: SMARTZONE OPERATION APX6500	8	831.60	6,652.80
1.15	G806BL	ENH: ASTRO DIGITAL CAI OP APX	8	357.21	2,857.68
1.16	G78AT	ENH: 3 YEAR ESSENTIAL SVC	8	0.00	0.00
			USD Subtotal		42,823.52
			USD Total Tax		0.00
			USD Total		42,823.52
			USD Amount Due		42,823.52



Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE			
Transaction Number 8281899170		Transaction Date 23-MAY-2024	
Transaction Total 55,072.90 USD			
P.O. Number IFPD_12212023		P.O. Date 21-DEC-2023	Customer Account No 1036392645
Payment Terms Net Due in 30 Days			Payment Due Date 22-JUN-2024
Bill To Address IDAHO FALLS POLICE DEPARTMENT ATTN: Accounts Payable P O BOX 50220 IDAHO FALLS ID 83402 United States		Ship To Address IDAHO FALLS POLICE DEPARTMENT 605 N CAPITAL AVE IDAHO FALLS ID 83402 United States	

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IMPORTANT INFORMATION

Ultimate Destination
United States

Freight Terms: FREIGHT
PREPAID
Inco Term: CPT
NEAREST PORT OF IMPORT

For all invoice payment inquiries contact
AccountsReceivable@motorolasolutions.com
Telephone: 800-247-2346
Fax: +1(631)883-4238

Sales Order(s): 3203207316

Delivery Number(s): 9111186101

SPECIAL INSTRUCTIONS / COMMENTS

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE SO Line #: 1.1 Ship Date: 23-MAY-2024 SERIAL NUMBERS 527CAK2021 527CAK2022 527CAK2023 527CAK2024 527CAK2025 527CAK2026 527CAK2027 527CAK2028 527CAK2029 527CAK2030	10	2,131.37	21,313.70
1.1	LSV00Q00202A	DEVICE PROGRAMMING	10	200.00	2,000.00
1.2	LSV01S00131A	G78AT - ENH: 3 YEAR ESSENTIAL SVC : Duration Service From: 25-MAY-2024 Service To: 24-MAY-2027	10	288.00	2,880.00
1.3	W969BG	ENH: MULTIKEY OPERATION	10	228.69	2,286.90
1.4	G843AH	ADD: AES ENCRYPTION AND ADP	10	329.49	3,294.90

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 8281899170	Customer Account No 1036392645	Payment Due Date 22-JUN-2024	Transaction Total 55,072.90 USD	Amount Paid
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Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

IDAHO FALLS POLICE DEPARTMENT
ATTN: Accounts Payable
P O BOX 50220
IDAHO FALLS ID 83402
United States

Payment Transfer Details

Bank of America, Dallas
WIRE Routing Transit Number: 026009593
ACH/EFT Routing Transit Number: 111000012
SWIFT: BOFAUS3N
Bank Account No: 3756319806

Send Payments To:



Motorola Solutions, Inc.
13108 Collections Center
Chicago IL 60693
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com



Motorola Solutions, Inc.
 500 West Monroe
 Chicago IL 60661
 United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number 8281899170	Transaction Date 23-MAY-2024	Transaction Total 55,072.90 USD
P.O. Number IFPD_12212023	P.O. Date 21-DEC-2023	Customer Account No 1036392645
Payment Terms Net Due in 30 Days		Payment Due Date 22-JUN-2024

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Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1.5	GA01606AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED	10	0.00	0.00
1.6	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	10	29.61	296.10
1.7	QA09113AB	ADD: BASELINE RELEASE SW	10	0.00	0.00
1.8	G90AC	ADD: NO MICROPHONE NEEDED APX	10	0.00	0.00
1.9	G67DR	ADD: REMOTE MOUNT O3 APXM	10	206.01	2,060.10
1.10	G72AD	ADD: APX O3 HANDHELD CH	10	655.83	6,558.30
1.11	G444AH	ADD: APX CONTROL HEAD SOFTWARE	10	0.00	0.00
1.12	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	10	41.58	415.80
1.13	G361AH	ENH: P25 TRUNKING SOFTWARE APX	10	207.90	2,079.00
1.14	G51AU	ENH: SMARTZONE OPERATION APX6500	10	831.60	8,316.00
1.15	G806BL	ENH: ASTRO DIGITAL CAI OP APX	10	357.21	3,572.10
1.16	G78AT	ENH: 3 YEAR ESSENTIAL SVC	10	0.00	0.00
				USD Subtotal	55,072.90
				USD Total Tax	0.00
				USD Total	55,072.90
				USD Amount Due	55,072.90