



CITY COUNCIL AGENDA

City of Idaho Falls
City Council Meeting
680 Park Avenue

Thursday
February 27, 2025
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, February 27, 2025

7:30 PM

City Council Chambers

City Council Agenda:

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

Please see guidelines above.

4. Consent Agenda

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

A. Office of the Mayor:

- 1) Appointment to a City Board, Committee and Commission pursuant to Idaho Falls City Code Title 2. 25-169

Attachments: Ed Phillips Shade Tree App
Phillips Memo
P&R_ShadeTree_Phillips_Feb25
CITY CODE TITLE 2 CH 10_202309211808304741

B. Municipal Services:

- 1) Treasurer's Report for December 2024 25-154

Attachments: December 2024 Treasurer's Report

- 2) IF-25-011, Brodbeck's Addition Water Line Improvements 2025 25-163

Attachments: IF-25-11 Bid Tabulation legal size pdf

- 3) IF-25-012, Multiple City Water Project Materials 25-164

Attachments: IF-25-012 Bid Tabulation

- 4) IF-25-013, Well #3 Elevated Water Line Material Bid 25-165

Attachments: IF-25-013 Bid Tabulation Legal Size PDF

- 5) IF-25-010, Anderson Project Materials 25-167

Attachments: IF-25-010 Bid Tabulation

C. Public Works:

- 1) Bid Award - 49th South and Holmes Avenue Intersection Water Line 25-158

Attachments: 49th & Holmes Intersection Map and Bid Tab

D. Idaho Falls Power:

- 1) IFP 25-10 Transformer Pads and Ground Sleeves for Idaho Falls Power 25-166

Attachments: Bid tabulation IFP 25-10

E. Office of the City Clerk:

- 1) City Council Work Session Minutes 25-123

Attachments: 01.13.25 Work Session Minutes

- 2) Licensing - Active and/or Issued or Renewed in January 2025 25-162

Attachments: Alcohol License, Active - 2-20-2025
January 2025 New-Issuances (2)
January 2025 Renewals (2)
January 2025 Contractor Licenses

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. Community Development Services:

- 1) Final Plat and Reasoned Statement of Relevant Criteria and Standards, CCW Express Broadway, First Amended. 25-156

Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for CCW Express Broadway, First Amended. The Planning and Zoning Commission considered this item at its November 12, 2024, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.

Action Item:

1. Accept or Approve the Final Plat for CCW Express Broadway, First Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

Attachments: Resolution 2015-01 City Property

C. Public Works:

- 1)** State Local Agreement and Resolution with the Idaho Transportation Department (ITD) for City Radar Signs **25-159**

Attached for your consideration is a State Local Agreement and Resolution with ITD for the City Radar Signs project. The proposed project will involve constructing approximately 10 radar speed signs on arterial roads entering Idaho Falls.

Action Item:

Approve the State Local Agreement and Resolution with the Idaho Department of Transportation (ITD) for the City Radar Signs project and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Attachments: 23703 SLA PD_ready for sponsor

- 2)** Professional Services Agreement with Stantec Consulting Services to complete a Secondary Treatment Evaluation and Design a CleanB Upgrade at the Wastewater Treatment Plant **25-160**

Attached for your consideration is a Professional Services Agreement with Stantec Consulting Services to complete a Secondary Treatment Evaluation and design a CleanB Upgrade at the Wastewater Treatment Plant. This work was identified as a near-term priority within the approved Wastewater Facility Plan.

Action Item:

Approve the Professional Services Agreement with Stantec Consulting Services Inc., and authorize the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Professional Services Agreement_Idaho Falls WW_CleanB and Secondary Evaluation_Stantec Executed 2-20-25

6. Announcements

7. Adjournment

Memorandum

File #: 25-169

City Council Meeting

FROM: Rebecca Casper
DATE: Friday, February 21, 2025
DEPARTMENT: Mayor's Office

Subject

Appointment to a City Board, Committee and Commission pursuant to Idaho Falls City Code Title 2.

Council Action Desired

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

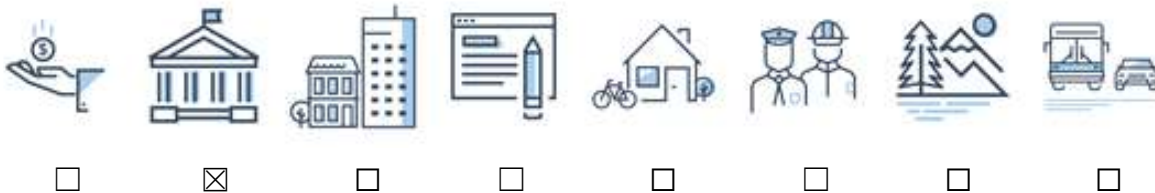
Give consent to the new appointment of Edwin "Ed" Phillips to the Shade Tree Committee pursuant to Title 2 Chapter 10 of Idaho Falls City Code.

Description, Background Information & Purpose

Name:	Status:	Committee, Board, Commission
Edwin "Ed" Phillips	New Appointment	Idaho Falls Shade Tree Committee

Attached for your review please find a citizen application from Edwin "Ed" Phillips, and memoranda from Parks and Recreation Director PJ Holm and Chief of Staff Margaret Wimborne, along with a copy of Title 2 Chapter 10. Based on the recommendations presented, I feel confident that the appointment of Mr. Phillips will serve the city well.

Alignment with City & Department Planning Objectives



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

Interdepartmental Coordination

The appointment process included collaboration with the Parks & Recreation Department, and a phone interview with the applicant.

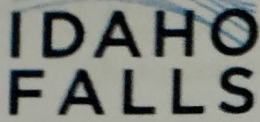
Fiscal Impact

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

or department budget.

Legal Review

N/A



City of Idaho Falls
Boards, Committees and Commissions
Citizen Application

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

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

Name:	Edwin (Ed) Phillips	
Mailing Address:	1696 Brenthaven St.	
City, State, Zip:	Idaho Falls, ID 83402	
Email Address:	philedwi@gmail.com	
Daytime Phone:		☐ Message? ☐ Text?
Evening Phone:		☐ Message? ☐ Text?
Cell Phone:	(208) 589-3689	☒ Message? ☒ Text?

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

I am applying to serve on the Shade Tree Committee. I admire and appreciate the trees in our parks and tree lined streets. Trees need care and maintenance just like a garden and I think I could help in small ways.

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

I enjoy gardening and my wife, Roxann, and I have been members of the Idaho Falls Community Gardens for thirteen years. Also, my family has participated in Parks and Recreation Adopt-a-Flowerbed program for eight years.

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

I successfully completed the University of Idaho Master Gardeners program but have chosen to ^{allow} my recertification to lapse.

FOR OFFICE USE ONLY:

Date received by Mayor's Office:

Date appointed:

City Division(s) application forwarded to:

Board, Committee or Commission appointed to:



MEMORANDUM

TO: Margaret Wimborne, Chief of Staff

FROM: PJ Holm, Director, Parks and Recreation Department

DATE: January 29, 2025

RE: Parks and Recreation Department Boards, Committees and Commission
Appointments and Re-Appointments

The Parks and Recreation Department would also like to submit for consideration, applicant Ed Phillips for appointment to the Shade Tree Committee. Ed would fill seat seven on the committee formerly held by Ken Knoch who retired from the committee in December. Ken Knoch was appointed in 2022 for a three-year term thus, Ed Phillips's term would expire December 31, 2027.



MEMORANDUM

TO: Rebecca Casper

FROM: Margaret Wimborne

DATE: Feb. 21, 2025

RE: Shade Tree Committee

I recommend the appointment of Edwin "Ed" Phillips to Idaho Falls' Shade Tree Committee pursuant to Idaho Falls City Code Title 2 Chapter 10.

Mr. Phillips was recommended by the Parks & Recreation Department for service on the Shade Tree Committee. I have had the opportunity to talk to Mr. Phillips, and I believe he would be an asset to the committee because of his years of involvement in gardening, our community gardens and outdoor activities in Idaho Falls. He has time to devote to the committee's work, as well as a keen interest in doing more to beautify our city with trees and greenspaces.

CHAPTER 10 SHADE TREE COMMITTEE

SECTION:

- 2-10-1: Establishment of a Shade Tree Committee
- 2-10-2: Purpose
- 2-10-3: Duties
- 2-10-4: Organization
- 2-10-5: Term of Office
- 2-10-6: Removal
- 2-10-7: Vacancy
- 2-10-8: Attendance
- 2-10-9: Open Meetings
- 2-10-10: Minutes
- 2-10-11: No Compensation
- 2-10-12: Indebtedness

2-10-1: ESTABLISHMENT OF A SHADE TREE COMMITTEE: The Shade Tree Advisory Committee (“Committee”) is hereby established. The Mayor, with the consent of the Council, shall appoint of seven (7) at-large members who reside within the City to serve on the Committee. One (1) employee from Idaho Falls Power Department and one (1) employee from the Community Development Services Department shall be designated by their respective Department Directors as non-voting, ex-officio Committee member.

2-10-2: PURPOSE: The Committee shall advise the Director of the Parks and Recreation Department on how to preserve, protect, and manage the community forest.

2-10-3: DUTIES: The Committee shall provide advice to the Director of Parks and Recreation and City Forester as to the preservation, protection, and management of the community forest. The Committee shall have the following duties and responsibilities:

- A. At the request of the City Forester, recommend ways to encourage landscaping installation and maintenance on private property;
- B. Recommend policies and procedures to identify, mark, publicize, and preserve historic and notable trees on both public and private property;
- C. Assist the City Forester in promoting appreciation of trees and the City Forest through annual Arbor Day observances and other activities;
- D. At the direction of the City Forester, encourage improvement of the community forest through planning and policy development;

E. At the direction of the City Forester, enhance opportunities for obtaining monetary funds for tree purchases, related supplies and community forestry activities through local and federal assistantship grants and donations.

2-10-4: ORGANIZATION: During the first meeting of each calendar year, the Committee shall elect from its membership, by majority, a person to act as Chair and a person to act as Vice-Chair. The Chair and Vice-Chair shall serve until replaced or re-elected. The Chair shall preside at all meetings. If the Chair is absent or unable to act at any meeting, the Vice-Chair shall preside.

2-10-5: TERM OF OFFICE: All Committee members, except for at-large members, shall serve as long as they continue in the offices or capacities designated in this Chapter. Every at-large Committee member shall be appointed to serve a term of three (3) years. Terms of no more than three (3) members shall expire in any calendar year. Committee members may be reappointed.

2-10-6: REMOVAL: A Committee member may be removed from the Committee by the Mayor and at the Chair's request, following two (2) consecutive meeting absences unexcused by the Chair or at any time by the majority vote of the Council.

2-10-7: VACANCY: The Mayor, with the consent of the Council, shall appoint a person that meets the qualifications of this Chapter to fill the unexpired term of any member of the Committee in the event of a vacancy.

2-10-8: ATTENDANCE: A quorum of Committee members shall be present in order for purposes of conducting the business of the Committee. Non-voting members present at meetings shall not be considered in determining the number required for a quorum or whether a quorum is present. (Ord. 3540, 9-21-23)

2-10-9: OPEN MEETINGS: All meetings of the Committee shall be open to the public and shall follow the requirements of the Idaho Open Meeting law.

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

2-10-11: NO COMPENSATION: Committee members shall receive no compensation for their service on the Committee; however, expenses for equipment and supplies necessary for the Committee to conduct its business shall be allowed by the Council.

2-10-12: INDEBTEDNESS: Nothing herein conveys or otherwise delegates authority to the Committee to incur any liability, obligation, or indebtedness on behalf of the City without the express, written authorization of the Council.

Memorandum

File #: 25-154

City Council Meeting

FROM: Mark Hagedorn, City Treasurer / Finance Manager
DATE: Wednesday, February 12, 2025
DEPARTMENT: Municipal Services

Subject

Treasurer's Report for December 2024

Council Action Desired

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

Receive and review the Treasurer's Report for December 2024 (or take other action deemed appropriate).

Description, Background Information & Purpose

For the month of December 2024, cash and investments total \$189.2M. Total fiscal year-to-date receipts received and reconciled to the general ledger were reported at \$57.6M, which includes revenues of \$33.4M for charges for services, taxes and intergovernmental revenues of \$10.4M and other financing sources \$12.6M . Total fiscal year-to-date distributions reconciled to the general ledger were reported at \$57.2M. This includes salary and benefits of \$20.7M, operating costs of \$24.8M, and capital costs of \$14.9M.

Alignment with City & Department Planning Objectives



- ☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐ ☐

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

Interdepartmental Coordination

N/A

Fiscal Impact

N/A

Legal Review

N/A



City of Idaho Falls

Treasurers Report

December 31, 2024

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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
December 31, 2024

Account By Institution:	Beginning Bank Balances	Deposits	Withdrawals	Ending Bank Balances
Mountain West- Workers Comp	\$ 100,000	\$ -	\$ -	\$ 100,000
Bank of Idaho 8013 Utilities	1,000,000	9,480,750	(9,480,750)	1,000,000
Bank of Idaho 1952 PFC	3,298,015	234,994	(113,513)	3,419,496
Bank of Idaho 2720 Payroll	1,000,000	7,114,413	(7,114,413)	1,000,000
Bank of Idaho 9134 Accounts Payable	-	9,531,768	(9,531,768)	-
Bank of Idaho 2845 Treasurer's Office	1,046,019	6,960,890	(6,873,239)	1,133,670
Bank of Idaho 2886 Sweep	714,335	35,546,524	(32,125,311)	4,135,548
Bank of Idaho 1500- Vendor Payments	-	981,131	(981,131)	-
Frontier Bank 0590- Evidence	33,190	-	-	33,190
Wells Fargo 0017- Safe Keeping	314,912	15,274,189	(11,982,746)	3,606,354
Wells Fargo 0962- Grants	-	118,356	(118,356)	-
Wells Fargo 4394-Power Payments	-	199,047	(199,047)	-
Wells Fargo 7687-EMS	-	371,885	(371,885)	-
Investment Portfolio	188,094,289	1,617,762	(13,982,996)	175,729,054
Total Financial Institution Balances	\$ 195,600,759	\$ 87,431,707	\$ (92,875,154)	\$ 190,157,312
Reconciling Items:	Beginning	Deposits	Withdrawals / Market Value	Ending
Current Reconciling Items	\$ 147,286	\$ 3,696,064	\$ (4,774,355)	\$ (931,005)
Total Reconciled Balances	\$ 195,748,045	\$ 91,127,771	\$ (97,649,509)	\$ 189,226,307
General Accounting Ledger	Beginning Ledger Balances	Debits	Credits	Ending Ledger Balances
Cash (Accounts 101 and 102)	\$ 119,682,837	\$ 21,497,817	\$ (28,070,062)	\$ 113,110,592
Designated/Restricted Cash (106 and 107)	54,377,347	3,935,789	(236,797)	58,076,339
MERF Cash (105)	17,307,829	590,327	(363,537)	17,534,620
Payroll Liability Cash (80)	298,640	4,082,065	(3,948,185)	432,521
Monthly Reconciling Items				\$ 72,235.00
Total General Ledger Balances	\$ 191,666,654	\$ 30,105,999	\$ (32,618,580)	\$ 189,226,307



City of Idaho Falls
Summary of Cash by Fund and Year
December 31, 2024

#	FUND	2022	2023	2024	2025
1	GENERAL	\$ 11,428,612	\$ 16,671,541	\$ 17,889,445	\$ 18,733,712
10	STREET	\$ 2,641,800	\$ 6,803,255	\$ 9,984,159	\$ 10,205,839
11	RECREATION	\$ 713,071	\$ (109,539)	\$ (32,994)	\$ 254,672
12	LIBRARY	\$ 3,379,020	\$ 3,413,700	\$ 3,585,400	\$ 3,252,173
13	AIRPORT PFC/CFC FUND	\$ 837,752	\$ 2,096,810	\$ 2,701,966	\$ 3,419,505
14	MUNICIPAL EQUIP. REPLCMT.	\$ 6,657,298	\$ -	\$ -	\$ -
15	EL. LT. WEATHERIZATION FD	\$ 3,798,883	\$ (10,708)	\$ -	\$ -
16	BUSINESS IMPRV. DISTRICT	\$ 83,329	\$ 37,424	\$ (12,953)	\$ 1,226
18	GOLF	\$ (418,658)	\$ (180,927)	\$ (145,192)	\$ (203,173)
19	RISK MANAGEMENT	\$ 3,470,684	\$ 3,612,000	\$ 4,176,469	\$ 4,332,992
20	SELF-INSURANCE FD.	\$ 4,640,273	\$ 4,522,925	\$ 4,664,094	\$ 5,397,445
21	AIRPORT CFC	\$ -	\$ -	\$ 406,467	\$ 891,860
23	EMERGENCY MEDICAL SERVICES	\$ (664,899)	\$ 601,422	\$ 2,111,793	\$ 2,946,850
24	WILDLAND	\$ 842,516	\$ 683,611	\$ 1,000,257	\$ 534,625
32	POLICE IMPACT FEES	\$ -	\$ 68,003	\$ 509,012	\$ 1,257,959
33	FIRE IMPACT FEES	\$ -	\$ 21,290	\$ 274,648	\$ 972,913
34	PARKS IMPACT FEES	\$ -	\$ 49,723	\$ 587,654	\$ 2,474,302
35	STREETS IMPACT FEES	\$ -	\$ 261,370	\$ 2,027,901	\$ 5,744,471
41	PUBLIC WORKS CAPITAL IMP.	\$ 2,169,877	\$ 2,305,045	\$ 2,737,016	\$ 3,464,060
42	STREET CAPITAL IMPROVEMENT	\$ 908,043	\$ 925,871	\$ 719,610	\$ 1,181,762
43	BRIDGE & ARTERIAL STREET	\$ 837,798	\$ 955,229	\$ 1,185,724	\$ 1,074,459
45	SURFACE DRAINAGE	\$ 189,480	\$ 161,338	\$ (7,728)	\$ -
46	TRAFFIC LIGHT CAPITAL IMPRV.	\$ 1,304,182	\$ 1,203,188	\$ 1,335,673	\$ 1,166,415
47	PARKS CAPITAL IMPROVEMENT	\$ (262,814)	\$ (333,609)	\$ (150,132)	\$ 1,728
49	ZOO CAPITAL IMPROVEMENT	\$ 397,697	\$ 443,729	\$ 739,869	\$ 853,595
50	FRONTIER CAPITAL IMP.	\$ 205,157	\$ 203,419	\$ 213,053	\$ 948,127
51	GOLF CAPITAL IMP.	\$ (1,457,070)	\$ 150,451	\$ 162,821	\$ 299,660
52	POLICE CAPITAL IMPROVEMENT	\$ (1,661,520)	\$ (1,153,122)	\$ (3,442,046)	\$ (181,996)
60	AIRPORT	\$ 571,053	\$ 7,002,965	\$ (1,486,114)	\$ 2,146,048
61	WATER	\$ 17,275,908	\$ 19,147,545	\$ 23,044,378	\$ 26,207,188
62	SANITATION	\$ 5,751,000	\$ 6,095,211	\$ 6,942,994	\$ 7,639,137
64	IDAHO FALLS POWER	\$ 32,154,493	\$ 46,614,578	\$ 49,283,842	\$ 59,789,739
67	FIBER	\$ (2,267,357)	\$ 264,168	\$ 891,270	\$ 431,441
68	WASTEWATER	\$ 28,652,251	\$ 30,082,664	\$ 26,587,015	\$ 23,987,573
TOTAL		\$ 122,177,860	\$ 152,610,572	\$ 158,485,370	\$ 189,226,307



City of Idaho Falls
Monthly Revenue and Expense Summary
December 31, 2024

Revenue

Fund Type	Taxes / Intergovernmental	Charges for Services	Permits / Fees	Interest	Other Financing Sources	Total	Budget	%
General Fund	\$ 6,987,332	\$ 336,291	\$ 551,697	\$ 62,742	\$ 916,893	\$ 8,854,955	\$ 72,440,631	12.22%
Special Revenue Funds	2,968,289	2,546,327	7,173	39,500	641,994	6,203,284	32,228,418	19.25%
Internal Service Funds	-	-	-	19,505	828,499	848,005	3,180,000	26.67%
Impact Fee Funds	-	-	-	33,066	2,561,370	2,594,435	3,225,353	80.44%
Capital Improvement Funds	136,118	53,240	-	17,666	56,329	263,353	15,554,624	1.69%
Enterprise Funds	374,429	30,509,114	-	377,058	7,592,572	38,853,172	152,957,171	25.40%
Total Revenue	\$ 10,466,168	\$ 33,444,973	\$ 558,870	\$ 549,536	\$ 12,597,657	\$ 57,617,204	\$ 279,586,197	20.61%

Expenditures

Fund Type	Personnel Cost	Operating Expense	Capital	Debt	Interfund	Total	Budget	%
General Fund	\$ 12,073,898	\$ 5,109,343	\$ 1,032,576	\$ -	\$ (3,744,870)	\$ 14,470,947	\$ 76,296,881	18.97%
Special Revenue Funds	\$ 3,211,235	\$ 2,146,581	\$ 962,499	\$ -	\$ (11,494)	\$ 6,308,821	\$ 38,789,287	16.26%
Internal Service Funds	\$ 21,296	\$ 1,159,258	\$ -	\$ -	\$ -	\$ 1,180,554	\$ 6,890,292	17.13%
Impact Fee Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,638,000	0.00%
Capital Improvement Funds	\$ -	\$ 114,986	\$ 1,529,752	\$ -	\$ (34,736)	\$ 1,610,002	\$ 14,376,000	11.20%
Enterprise Funds	\$ 5,456,806	\$ 16,300,191	\$ 11,428,183	\$ 1,100,000	\$ (609,690)	\$ 33,675,490	\$ 228,680,220	14.73%
Total Expenditures	\$ 20,763,235	\$ 24,830,359	\$ 14,953,010	\$ 1,100,000	\$ (4,400,790)	\$ 57,245,814	\$ 372,670,680	15.36%



City of Idaho Falls Summary of Significant Adjustments December 31, 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

There was a budget adjustment from Fund 90 Contingency of \$1,000,000 to Fund 68 Wastewater All Other Equipment / Treat Plt-Expansion-Upgrade for an encumbrance rollover. The Wastewater's treatment plant expansion project was rolled over into the current fiscal year.

There was a budget adjustment from 064 IFPower distribution Operations & Maintenance / Construction Work Orders of \$350,000 to 064 IFPower Admin / Construction Work Orders to help cover costs of warehouse remodel.

Memorandum

File #: 25-163

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, February 20, 2025
DEPARTMENT: Municipal Services

Subject

IF-25-011, Brodbecks Addition Water Line Improvements 2025

Council Action Desired

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

Accept and approve the bids from the lowest responsive and responsible bidders by section to Mountainland Supply & Ferguson Waterworks for a total of \$201,213.17 or take other action deemed appropriate.

Description, Background Information & Purpose

This purchase will provide water line materials for a Water Division project.

Alignment with City & Department Planning Objectives



The purchase of the water line materials supports the reliable public infrastructure and transportation community-oriented result by acquiring or replacing materials required in the field.

Interdepartmental Coordination

Public Works concurs with the recommendation of these awards.

Fiscal Impact

Funds for the water line materials are budgeted within the 2024/2025 Public Works, Water Division.

Legal Review

Legal has reviewed the bid process and concurs the Council action desired complies with State Statute.

City of Idaho Falls Municipal Services Department Bid Tabulation																			
Project: BRODBECKS ADDITION WATER LINE IMPROVEMENTS Submitted: Municipal Services Finance Division				Number: IF-25-011 Date: February 20, 2025															
Project	Group	Item No.	Description	Core and Main			D & L Supply			Ferguson Waterworks			Mountainland Supply						
				Bid	Comment	Awarded Amount	Bid	Comment	Awarded Amount	Bid	Comment	Awarded Amount	Bid	Comment	Awarded Amount				
Project 1	1 - Ductile Pipe	1	PIPE: 8 INCH PUSH-ON JOINT, CLASS 50 OR GREATER WITH WALL THICKNESS, NO LESS THAN .27 INCH, PIPE MUST MEET-AWWA "C104/C111/C151", ALL PIPE MUST BE GAUGED, NOTE: SUPPLIER MUST SPECIFY STANDARD PIPE LENGTH, AT AWARDDING OF THE BID.	\$103,860.00			No Bid			\$102,960.00			\$100,290.00		\$100,290.00				
Total 1 - Ductile Pipe				\$103,860.00						\$102,960.00			\$100,290.00	Total Group 1	\$100,290.00				
	2 - Ductile Fittings	2	CROSS: 8 INCH DUCTILE IRON MECHANICAL JOINT, MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153)	\$1,211.05			No Bid			\$1,216.45		\$1,216.45	\$1,249.25						
		3	ELBOW: 4 INCH, 45° DUCTILE IRON MECHANICAL JOINT, MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153)	\$544.50			No Bid			\$546.90		\$546.90	\$561.70						
		4	ELBOW: 8 INCH, 45° DUCTILE IRON MECHANICAL JOINT, MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153)	\$1,887.00			No Bid			\$1,895.40		\$1,895.40	\$1,950.00						
		5	JOINT RESTRAINER: 6 INCH, FOR 6.90 O.D. DI PIPE, TO INCLUDE BOLTS, RUBBER GASKET AND RING AS ONE COMPLETE BOXED SET , MUST BE ABLE TO RESTRAIN TO A WORKINGLINE PRESSURE OF 150 LBS. MIN., PLUS AN ALLOWANCE FOR PRESSURE SURGES, MUST MEET "UL" OR "FM" RATING APPROVAL AND ASTM A536	\$2,394.00			No Bid			\$2,380.00		\$2,380.00	\$2,350.00						
		6	JOINT RESTRAINER: 8 INCH, FOR 9.05 O.D. DI PIPE, TO INCLUDE BOLTS, RUBBER GASKET AND RING AS ONE COMPLETE BOXED SET , MUST BE ABLE TO RESTRAIN TO A WORKINGLINE PRESSURE OF 150 LBS. MIN., PLUS AN ALLOWANCE FOR PRESSURE SURGES, MUST MEET "UL" OR "FM" RATING APPROVAL AND ASTM A536	\$783.84			No Bid			\$779.28		\$779.28	\$768.00						
		7	SLEEVE: 6 INCH MECHANICAL JOINT SOLID, DUCTILE IRON SOLID SLEEVE 12" LONG, MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153)	\$967.00			No Bid			\$971.30		\$971.30	\$1,000.00						
		8	SLEEVE: 8 INCH MECHANICAL JOINT SOLID, DUCTILE IRON SOLID SLEEVE 12" LONG, MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153)	\$3,098.00			No Bid			\$3,112.00		\$3,112.00	\$3,200.00						
		9	TEE: 8 INCH X 8 INCH MECHANICAL JOINT, MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153)	\$685.80			No Bid			\$688.86		\$688.86	\$707.40						
		10	TEE: 8 INCH X 4 INCH MECHANICAL JOINT, MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153)	\$494.28			No Bid			\$496.50		\$496.50	\$510.00						
		11	VALVE BOX: 36 INCH BOTTOM, VALVE BOX BOTTOM SECTION SLIP TYPE 36" LENGTH,MUST MEET ISO 9001 STANDARD	\$4,688.00				\$6,300.00		\$4,646.00		\$4,646.00	\$4,700.00						
		12	VALVE BOX: 26 INCH TOP HEAVY DUTY VALVE BOX TOP SECTION SHALL BE OF CAST OR DUCTILE IRON SLIP TYPE WITH DIRT FLANGE, 28" IN LENGTH. MUST MEET ISO 9001 STANDARD	\$8,125.50				\$13,200.00		\$8,053.50		\$8,053.50	\$8,100.00						
		13	VALVE BOX: 24 INCH EXTENSION, VALVE BOX RISER SECTION SLIP TYPE 24" LENGTH, MUST MEET ISO 9001 STANDARD	\$2,475.00				\$3,900.00		\$2,529.50		\$2,529.50	\$2,600.00						
		14	VALVE BOX: LID, VALVE BOX LID MARKED "WATER",MUST MEET ISO 9001 STANDARD	\$1,450.00				\$4,100.00		\$1,446.00		\$1,446.00	\$1,500.00						
		15	VALVE BOX: 16 INCH TOP, HEAVY DUTY VALVE BOX TOP SECTION SHALL BE OF CAST OR DUCTILE IRON SLIP TYPE WITH DIRT FLANGE, 16" IN LENGTH, MUST MEET ISO 9001 STANDARD	\$1,615.00				\$2,350.00		\$1,600.50		\$1,600.50	\$1,600.00						
Total 2 - Ductile Fittings				\$30,418.97			\$29,850.00			\$30,362.19	Total Group 2	\$30,362.19	\$30,796.35						
	3 - Valves & Hydrants	16	FIRE HYDRANT: 6 FOOT BURY WITH MJ FOOT OPENING, LEFT HAND OPEN, YELLOW IN COLOR	\$58,617.54			No Bid			\$58,152.42			\$58,140.00		\$58,140.00				
Total 3 - Valves & Hydrants				\$58,617.54						\$58,152.42			\$58,140.00	Total Group 3	\$58,140.00				
	4 - Service Fittings	17	COUPLING: 1.5 INCH FIPT X CTS COMPRESSION, NO LEAD	\$423.60			No Bid			\$430.26		\$430.26	\$414.00						
		18	CORP STOP: 1 INCH MIPT X CTS COMPRESSION G ONLY, NO LEAD	\$10,558.50			No Bid			\$3,648.00		\$3,648.00	\$26,100.00						
		19	COUPLING: 1 INCH CTS COMPRESSION x CTS COMPRESSION, NO LEAD	\$4,742.00			No Bid			\$4,812.00		\$4,812.00	\$4,800.00						
		20	COUPLING: 1 INCH CTS COMPRESSION x 1 INCH IPS COMPRESSION, NO LEAD	\$1,870.50			No Bid			\$1,562.50		\$1,562.50	\$1,100.00	1 DAY LEAD TIME					
		21	COUPLING: 1.5 INCH CTS COMPRESSION x CTS COMPRESSION, NO LEAD	\$793.10			No Bid			\$805.10		\$805.10	\$800.00	1 DAY LEAD TIME					
		22	COUPLING: 2 INCH CTS COMPRESSION x CTS COMPRESSION, NO LEAD	\$524.50			No Bid			\$543.60		\$543.60	\$575.00	1 DAY LEAD TIME					
Total 4 - Service Fittings				\$18,912.20						\$11,801.46	Total Group 4	\$11,801.46	\$33,789.00						
	5 - Meter Box & Accessories	23	METER LID&RING: B-5024, 24" O.D. X 22.5" I.D. X 3" H, CAST IRON, LID AND RING, INCLUDE THUMB CUTOUT FOR LIFTING OFF LID	\$628.28				\$1,328.00		\$619.52		\$619.52	\$628.00						
Total 5 - Meter Box & Accessories				\$628.28				\$1,328.00		\$619.52	Total Group 5	\$619.52	\$628.00						
Total Project 1				\$212,436.99				\$31,178.00		\$203,895.59		\$42,783.17	\$223,643.35		\$158,430.00				
Solicitation Total				\$212,436.99				\$31,178.00		\$203,895.59	Group Award Tot	\$42,783.17	\$223,643.35	Group Award Total	\$158,430.00				

Memorandum

File #: 25-164

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, February 20, 2025
DEPARTMENT: Municipal Services

Subject

IF-25-012, Multiple City Water Project Materials

Council Action Desired

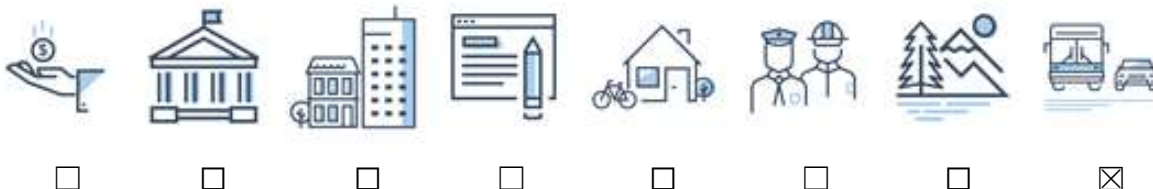
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the bids from the lowest responsive and responsible bidders by section to Core and Main, Ferguson Waterworks & Mountainland Supply for a total of \$234,552.00 or take other action deemed appropriate.

Description, Background Information & Purpose

This purchase will provide water line materials for Water Division projects.

Alignment with City & Department Planning Objectives



The purchase of the water line materials supports the reliable public infrastructure and transportation community-oriented result by acquiring or replacing materials required in the field.

Interdepartmental Coordination

Public Works concurs with the recommendation of the awards.

Fiscal Impact

Funds for these water project materials are budgeted within the 2024/25 Public Works, Water Division.

Legal Review

Legal has reviewed the bid process and concurs that the Council action desired complies with Idaho State Statutes.

City of Idaho Falls Municipal Services Department Bid Tabulation				Project: MULTIPLE CITY WATER PROJECT MATERIALS Submitted: Municipal Services Finance Division		Number: IF-25-012 Date: February 20, 2025																
Project	Group	Item No.	Description	Core and Main	Bid	Comment	Awarded Amount	D & L Supply	Bid	Comment	Awarded Amount	Ferguson Waterworks	Bid	Comment	Awarded Amount	Mountainland Supply	Bid	Comment	Awarded Amount			
Project 1	1 - Ductile Pipe	1	CLASS 50 OR GREATER WITH WALL THICKNESS,NO LESS THAN .27 INCH, PIPE MUST MEET:AWWA "C104/C111/C151" ALL PIPE MUST BE GAUGED, NOTE: SUPPLIER MUST SPECIFY STANDARD PIPE LENGTH, AT AWARDDING OF THE BID.				\$32,901.12			No Bid			\$19,768.32		\$19,768.32		\$19,526.40					
			PIPE: 16" PUSH-ON JOINT,CLASS 50 OR GREATER WITH WALL THICKNESS, NO LESS THAN .34 INCH , PIPE MUST MEET:AWWA "C104/C111/C151" ALL PIPE MUST BE GAUGED, NOTE: SUPPLIER MUST SPECIFY STANDARD PIPE LENGTH, AT AWARDDING OF THE BID.					\$136,773.30			No Bid			\$135,827.90		\$135,827.90		\$137,735.00				
Total 1 - Ductile Pipe							\$169,674.42					\$155,596.22	Group 1 Total		\$155,596.22		\$157,261.40					
	2 - Ductile Couplings	3	CROSS: 12" X 8" DI M.J., MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153)				\$429.96			No Bid			\$431.89				\$443.54					
			CROSS: 16" DI M.J., MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153)				\$1,877.09			No Bid			\$1,885.53				\$1,936.36					
			ELBOW: 4" DI MJ, 45°, MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153)				\$544.50			No Bid			\$546.90				\$561.70					
			ELBOW: 16" DI MJ, 11-1/4", MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153)				\$1,073.96			No Bid			\$1,078.80				\$1,107.88					
			OFFSET: 6" MJ X 18" PE, DUCTILE, MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153)				\$279.29			No Bid			\$319.68				\$500.00					
			REDUCER: 16" MJ X 12" MJ, MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD				\$1,755.55			No Bid			\$1,763.40				\$1,810.95					
			SLEEVE: 12" MJ SOLID, DUCTILE IRON SOLID SLEEVE 12" LONG, , MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153)				\$499.44			No Bid			\$501.68				\$515.20					
			SLEEVE: 8" MJ SOLID,DUCTILE IRON SOLID SLEEVE 12" LONG , MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153)				\$1,549.00			No Bid			\$1,556.00				\$1,597.90					
			TEE: 16" MJ , MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153)				\$2,074.70			No Bid			\$2,084.04				\$2,140.22					
			TEE: 16"X6" MJ , MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153)				\$1,266.42			No Bid			\$1,272.10				\$1,306.40					
			VALVE BOX: 24" MIDDLE EXTENSION, VALVE BOX RISER SECTION SLIP TYPE, 24" LENGTH, MUST MEET ISO 9001 STANDARD				\$990.00			\$990.00	\$1,560.00			\$1,011.80				\$1,040.00				
			VALVE BOX: 26" TOP SECTION HEAVY DUTY VALVE BOX TOP SECTION SHALL BE OF CAST OR DUCTILE IRON SLIP TYPE WITH DIRT FLANGE, 28" IN LENGTH , MUST MEET ISO 9001 STANDARD				\$1,083.40			\$1,083.40	\$1,760.00			\$1,073.80				\$1,080.00				
			VALVE BOX BOTTOM: 36" VALVE BOX BOTTOM SECTION SLIP TYPE 36" LENGTH, MUST MEET ISO 9001 STANDARD				\$937.60			\$937.60	\$1,260.00			\$929.20				\$940.00				
			VALVE BOX LID, VALVE BOX LID MARKED "WATER" , MUST MEET ISO 9001 STANDARD				\$290.00			\$290.00	\$820.00			\$289.20				\$300.00				
			Total 2 - Ductile Couplings							\$14,650.91	Group 2 Total		\$14,650.91		\$5,400.00		\$14,744.02		\$15,280.15			
				3 - Hydrant and Valves	17	HYDRANT: 6 FOOT BURY WITH MJ FOOT OPENING, LEFT HAND OPEN, YELLOW IN COLOR				\$16,282.65			No Bid			\$16,153.45		\$16,153.45		\$16,150.00		
VALVE: 6" GATE, CAST/DUCTILE IRON PIPE RESILIENT SEATED/WEDGE MJ x MJ, LEFT HAND OPEN, ALL STAINLESS STEEL BOLTS, 509 AND 515 DUCTILE IRON VALVE ONLY, MUST MEET ISO 9001 STANDARD							\$4,304.55			No Bid			\$4,630.05		\$4,630.05		\$4,340.00					
VALVE: 8" GATE, CAST/DUCTILE IRON PIPE RESILIENT SEATED/WEDGE MJ x MJ , LEFT HAND OPEN, ALL STAINLESS STEEL BOLTS, 509 AND 515 DUCTILE IRON VALVE ONLY, MUST MEET ISO 9001 STANDARD							\$6,855.80			No Bid			\$7,374.15		\$7,374.15		\$6,905.00					
VALVE: 16" BUTTERFLY RESILIENT SEATED/WEDGE MJ x MJ, LEFT HAND OPEN, ALL STAINLESS STEEL BOLTS, 509 AND 515 DUCTILE IRON VALVE ONLY, MUST MEET ISO 9001 STANDARD							\$26,081.46			No Bid			\$23,754.42		\$23,754.42		\$26,532.00					
Total 3 - Hydrant and Valves									\$53,524.46				\$51,912.07	Group 3 Total		\$51,912.07		\$53,927.00				
	4 - JR and Service Couplings	21	JOINT RESTRAINER: 6" FOR 6.90 O.D. DI PIPE, TO INCLUDE BOLTS,GASKET,RING AS ONE SET MUST BE ABLE TO RESTRAIN TO A WORKING LINE PRESSURE OF 150 LBS. MIN., PLUS AN ALLOWANCE FOR PRESSURE SURGES				\$1,244.88			No Bid			\$1,237.60				\$1,222.00		\$1,222.00			
			JOINT RESTRAINER: 8" FOR 9.05 O.D. DI PIPE, TO INCLUDE BOLTS,GASKET,RING AS ONE SET MUST BE ABLE TO RESTRAIN TO A WORKING LINE PRESSURE OF 150 LBS. MIN., PLUS AN ALLOWANCE FOR PRESSURE SURGES				\$2,090.24			No Bid			\$2,078.08				\$2,048.00		\$2,048.00			
			JOINT RESTRAINER: 12" FOR 13.20 O.D. DI PIPE , TO INCLUDE BOLTS,GASKET,RING AS ONE SET MUST BE ABLE TO RESTRAIN TO A WORKING LINE PRESSURE OF 150 LBS. MIN., PLUS AN ALLOWANCE FOR PRESSURE SURGES				\$1,616.29			No Bid			\$1,607.06				\$1,573.00		\$1,573.00			
			JOINT RESTRAINER: 16" FOR 17.40 O.D. DI PIPE , TO INCLUDE BOLTS,GASKET,RING AS ONE SET MUST BE ABLE TO RESTRAIN TO A WORKING LINE PRESSURE OF 150 LBS. MIN., PLUS AN ALLOWANCE FOR PRESSURE SURGES				\$6,691.80			No Bid			\$6,653.10				\$6,540.00		\$6,540.00			
			C15 COMP X C15 COMP, 1"; 90° , Q OR G ONLY, NO LEAD				\$1,121.70			No Bid			\$1,053.90				\$1,009.80		\$1,009.80			
Total 4 - JR and Service Couplings							\$12,764.91					\$12,629.74				\$12,392.80	Group 4 Total		\$12,392.80			
Total Project 1							\$250,614.70			\$5,400.00			\$234,882.05		\$207,508.29		\$238,861.35		\$12,392.80			
Solicitation Total							\$250,614.70	Group Total Award		\$14,650.91		\$5,400.00		\$234,882.05	Group Total Award		\$207,508.29		\$238,861.35	Group Total Award		\$12,392.80

File #: 25-165

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, February 20, 2025
DEPARTMENT: Municipal Services

Subject

IF-25-013, Well #3 Elevated Water Line Material Bid

Council Action Desired

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

Accept and approve the bids from the lowest responsive and responsible bidders by section to Ferguson Waterworks and Core & Main for a total of \$118,463.50 (or take other action deemed appropriate).

Description, Background Information & Purpose

This purchase will provide water line materials for Water Division projects.

Alignment with City & Department Planning Objectives



The purchase of water line materials supports the reliable public infrastructure and transportation community-oriented result by acquiring or replacing materials required in the field.

Interdepartmental Coordination

Public Works concurs with the recommendation for these awards.

Fiscal Impact

Funds for the water line materials are budgeted within the 2024/25 Public Works, Water Division.

Legal Review

Legal has reviewed the bid process and concurs that the Council action desired complies with State Statute.

City of Idaho Falls
Municipal Services Department
Bid Tabulation

Project: Well #3 elevated water line material bid
Submitted: Municipal Services Finance Division

Number: IF-25-013
Date: February 20, 2025

Project				Core and Main				D & L Supply				Ferguson Waterworks				Mountainland Supply			
	Group	Item No.	Description	Bid	Comment	Awarded Amount		Bid	Comment	Awarded Amount	Bid	Comment	Awarded Amount	Bid	Comment	Awarded Amount			
Elevated Tower Supply Line	1 - DUCTILE PIPE	1	PIPE: 6 INCH DIAMETER PUSH-ON JOINT; CLASS 50 OR GREATER WITH WALL THICKNESS NO LESS THAN 0.25 INCH; PIPE MUST MEET AWWA C104/C111/C151; ALL PIPE MUST BE GAUGED; NOTE: SUPPLIER MUST SPECIFY STANDARD PIPE LENGTH AT AWARDDING OF THE BID; C/F WA-821-002-68075	\$1,458.00			No Bid			\$1,275.50		\$1,275.50		\$1,290.00					
		2	PIPE: 16 INCH DIAMETER PUSH-ON JOINT; CLASS 50 OR GREATER WITH WALL THICKNESS NO LESS THAN 0.25 INCH; PIPE MUST MEET AWWA C104/C111/C151; ALL PIPE MUST BE GAUGED; NOTE: SUPPLIER MUST SPECIFY STANDARD PIPE LENGTH AT AWARDDING OF THE BID; C/F WA-821-002-68075	\$6,293.25			No Bid			\$6,249.75		\$6,249.75		\$6,337.50					
		3	PIPE: 18 INCH DIAMETER PUSH-ON JOINT; CLASS 50 OR GREATER WITH WALL THICKNESS NO LESS THAN 0.25 INCH; PIPE MUST MEET AWWA C104/C111/C151; ALL PIPE MUST BE GAUGED; NOTE: SUPPLIER MUST SPECIFY STANDARD PIPE LENGTH AT AWARDDING OF THE BID; C/F WA-821-002-68075	\$53,196.00			No Bid			\$52,750.50		\$52,750.50		\$54,741.50					
Total 1 - DUCTILE PIPE					\$60,947.25					\$60,275.75	Total Group 1	\$60,275.75		\$62,369.00					
	2 - VALVES & HYDRANTS	4	BUTTERFLY VALVE 18 INCH; FOR CAST/DI PIPE; RESILIENT SEATED MJ x MJ; LEFT HAND OPEN; NO LEAD; MUST MEET ISO 9001 STANDARD; C/F WA-821-022-92034	\$6,600.00			No Bid			\$6,523.10		\$6,554.12							
		5	GATE VALVE: 6 INCH; FOR CAST/DI PIPE; RESILIENT SEATED/WEDGE; MJ x MJ; LEFT HAND OPEN; ALL STAINLESS STEEL BOLTS; NO LEAD; AWWA C509/C515; MUST MEET ISO 9001 STANDARD; C/F WA-821-022-92015	\$1,721.82			No Bid			\$1,852.02		\$1,852.02		\$1,796.00					
		6	FIRE HYDRANT: 6 FOOT BURY; WITH MJ FOOT OPENING; LEFT HAND OPEN; YELLOW IN COLOR; C/F WA-822-002-20015	\$3,256.53			No Bid			\$3,230.69		\$3,230.69		\$3,230.00					
		26	BUTTERFLY VALVE: 18 INCH VALVE FOR CAST/ D.I. PIPE; BONDED SEAT ONE PIECE; MJ X MJ; LEFT HAND OPEN; ALL STAINLESS STEEL BOLTS; CLASS B CAST IRON DISC 316 EDGE; NO LEAD; MUST MEET ISO 9001 STANDARD; C/F WA-821-022-92030	\$9,900.00			No Bid			\$9,784.65		\$9,784.65		\$9,831.18					
		Total 2 - VALVES & HYDRANTS				\$21,478.35					\$21,390.46	Total Group 2	\$21,390.46		\$21,411.30				
	3 - DUCTILE FITTINGS	7	TEE: 16 INCH DI MJ; MUST MEET NSF-61 STANDARD; MUST MEET ISO 9001 STANDARD; FITTING MUST MEET AWWA C104/C153; C/F WA-821-020-84117	\$2,074.70		\$2,074.70	No Bid			\$2,084.04			\$2,140.22						
		8	ELBOW: 18 INCH DI MJ 90° ; MUST MEET NSF-61 STANDARD; MUST MEET ISO 9001 STANDARD; FITTING MUST MEET AWWA C104/C153; C/F WA-821-008-42161	\$3,678.16		\$3,678.16	No Bid			\$3,694.68			\$3,794.28						
		9	PLUG: 6 INCH DI MJ; MUST MEET NSF-61 STANDARD; MUST MEET ISO 9001 STANDARD; FITTING MUST MEET AWWA C104/C153; C/F WA-821-014-70045	\$57.27		\$57.27	No Bid			\$57.52			\$59.07						
		10	PLUG: 16 INCH DI MJ; MUST MEET NSF-61 STANDARD; MUST MEET ISO 9001 STANDARD; FITTING MUST MEET AWWA C104/C153; C/F WA-821-014-70074	\$761.36		\$761.36	No Bid			\$764.78			\$785.40						
		11	SLEEVE: 16 INCH DI MJ; DUCTILE IRON SOLID SLEEVE 15 INCH LONG; MUST MEET NSF-61 STANDARD; MUST MEET ISO 9001 STANDARD; FITTING MUST MEET AWWA C104/C153; C/F WA-821-018-78030	\$1,430.70		\$1,430.70	No Bid			\$1,437.12			\$1,474.80						
		12	SLEEVE: 18 INCH DI MJ; DUCTILE IRON SOLID SLEEVE 15 INCH LONG; MUST MEET NSF-61 STANDARD; MUST MEET ISO 9001 STANDARD; FITTING MUST MEET AWWA C104/C153; C/F WA-821-018-78030	\$628.52		\$628.52	No Bid			\$631.34			\$650.00						
		13	REDUCER: 18 x 16 INCH; DI; MJ x MJ; MUST MEET NSF-61 STANDARD; MUST MEET ISO 9001 STANDARD; C/F WA-821-016-74104	\$1,146.26		\$1,146.26	No Bid			\$1,151.40			\$1,182.44						
		14	REDUCER: 16 x 12 INCH; DI; MJ x MJ; MUST MEET NSF-61 STANDARD; MUST MEET ISO 9001 STANDARD; C/F WA-821-016-74104	\$702.22		\$702.22	No Bid			\$705.36			\$724.40						
		15	VALVE BOX LID MARKED "WATER"; MUST MEET ISO 9001 STANDARD; C/F WA-821-022-96020	\$72.50		\$72.50		\$205.00		\$72.50			\$75.00						
		16	VALVE BOX: 26 INCH TOP SECTION; HEAVY DUTY; CAST OR DUCTILE; SLIP TYPE WITH DIRT FLANGE; 28 INCH IN LENGTH; MUST MEET ISO 9001 STANDARD; C/F WA-821-022-96010	\$270.85		\$270.85		\$440.00		\$268.45			\$270.00						
		17	VALVE BOX RISER SECTION; SLIP TYPE; 24" LENGTH; MUST MEET ISO 9001 STANDARD; C/F WA-821-022-96015	\$247.50		\$247.50		\$390.00		\$252.95			\$260.00						
		18	VALVE BOX BOTTOM: 36 INCH; BOTTOM SECTION; SLIP TYPE; 36 INCH LENGTH; MUST MEET ISO 9001 STANDARD; C/F WA-821-022-96005	\$234.40		\$234.40		\$315.00		\$232.30			\$235.00						
		24	TEE: 18 INCH DI MJ; MUST MEET NSF-61 STANDARD; MUST MEET ISO 9001 STANDARD; FITTING MUST MEET AWWA C104/C153; C/F WA-821-020-84117	\$1,548.05		\$1,548.05	No Bid			\$1,555.01			\$1,596.50						
		Total 3 - DUCTILE FITTINGS				\$12,852.40	Total Group 3	\$12,852.40	\$1,350.00		\$12,907.25			\$13,247.11					
	4 - PACKS	19	JOINT RESTRAINER: 6 INCH; FOR 6.90 O.D. DI PIPE; TO INCLUDE BOLTS, GASKET, RING AS ONE SET; MUST BE ABLE TO RESTRAIN A WORKING LINE PRESSURE OF 150 LBS MIN PLUS AN ALLOWANCE FOR PRESSURE SURGES; MUST MEET "UL" OR "FM" RATING APPROVAL AND ASTM A536; C/F WA-821-010-62005	\$287.28			No Bid			\$285.60		\$285.60	\$282.00						
		20	JOINT RESTRAINER: 12 INCH; FOR 13.20 O.D. DI PIPE; TO INCLUDE BOLTS, GASKET, RING AS ONE SET; MUST BE ABLE TO RESTRAIN A WORKING LINE PRESSURE OF 150 LBS MIN PLUS AN ALLOWANCE FOR PRESSURE SURGES; MUST MEET "UL" OR "FM" RATING APPROVAL AND ASTM A536; C/F WA-821-010-62020	\$248.66			No Bid			\$247.24		\$247.24	\$242.00						
		21	JOINT RESTRAINER: 16 INCH; FOR 17.40 O.D. DI PIPE; TO INCLUDE BOLTS, GASKET, RING AS ONE SET; MUST BE ABLE TO RESTRAIN A WORKING LINE PRESSURE OF 150 LBS MIN PLUS AN ALLOWANCE FOR PRESSURE SURGES; MUST MEET "UL" OR "FM" RATING APPROVAL AND ASTM A536; C/F WA-821-010-62025	\$11,153.00			No Bid			\$11,088.50		\$11,088.50	\$10,900.00						
		22	JOINT RESTRAINER: 18 INCH; FOR 19.50 O.D. DI PIPE; TO INCLUDE BOLTS, GASKET, RING AS ONE SET; MUST BE ABLE TO RESTRAIN A WORKING LINE PRESSURE OF 150 LBS MIN PLUS AN ALLOWANCE FOR PRESSURE SURGES; MUST MEET "UL" OR "FM" RATING APPROVAL AND ASTM A536; C/F WA-821-010-62026	\$3,013.70			No Bid			\$2,996.30		\$2,996.30	\$2,940.00						
		23	BOLT PACK: 16 INCH; FOR 16 INCH FITTINGS; TO INCLUDE STAINLESS STEEL BOLTS, STAINLESS STEEL NUTS, AND FULL FACE GASKET; TO BE USED IN MJ x MJ CONNECTIONS; CI WA-821-01016	\$203.00			No Bid			\$338.26			No Bid						
	Total 4 - PACKS	25	JOINT RESTRAINER: 18 INCH FOR 19.50" O.D. DI PIPE; TO INCLUDE BOLTS, GASKET, RING; AS ONE SET. MUST BE ABLE TO RESTRAIN; A WORKING LINE PRESSURE OF 150 LBS MIN, PLUS AN ALLOWANCE FOR PRESSURE SURGES, MUST MEET "UL" OR "FM" RATING APPROVAL AND ASTM A536; C/F WA-821-010-62026	\$9,041.10			No Bid			\$8,988.90		\$8,988.90	No Bid						
						\$23,946.74				\$23,944.80	Total Group 4	\$23,944.80		\$14,364.00					
		Total Elevated Tower Supply Line				\$119,224.83	\$12,852.40	\$1,350.00		\$118,518.26		\$105,611.01		\$111,391.41					
Solicitation Total					\$119,224.83	Group Award Total	\$12,852.40	\$1,350.00		\$118,518.26	Group Award Total	\$105,611.01		\$111,391.41					

Memorandum

File #: 25-167

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, February 20, 2025
DEPARTMENT: Municipal Services

Subject

IF-25-010, Anderson Project Materials

Council Action Desired

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

Accept and approve the bids from the lowest responsive and responsible bidders by section to Core & Main, Ferguson Waterworks, & Mountainland Supply for a total of \$245,826.67 or take other action deemed appropriate.

Description, Background Information & Purpose

This purchase will provide water line materials for water division projects.

Alignment with City & Department Planning Objectives



The purchase of the water line materials supports the reliable public infrastructure and transportation community-oriented result by acquiring or replacing materials required in the field.

Interdepartmental Coordination

Public Works concurs with the recommendation of these awards.

Fiscal Impact

Funds for the project materials are budgeted within the 2024/25 Public Works, Water Division.

Legal Review

The Legal Department has reviewed the bid process and concurs that the desired Council complies with State Statute.

City of Idaho Falls
Municipal Services Department
Bid Tabulation

Project: Anderson Project Materials
Submitted: Municipal Services Finance Division

Number: IF-25-010
Date: February 20, 2025

Project		Group	Item No.	Description	Core and Main	Bid	Comment	Awarded Amount	Ferguson Waterworks	Bid	Comment	Awarded Amount	Mountainland Supply	Bid	Comment	Awarded Amount						
Project 1	6 - Meter Lid & Ring	WATER MANHOLE LID AND RING, HEAVY DUTY, 24" OUTSIDE DIAMETER, 22.5" INSIDE DIAMETER, 3" HEIGHT, CAST IRON, INCLUDE CENTER RING CUT OUT, APPROXIMATELY 3.5X2', RECESSED 1", FOR AUTOMATED METER INFRASTRUCTURE (ANTENNA)					\$1,570.70		\$1,548.80			\$1,548.80		\$1,570.00								
		Total 6 - Meter Lid & Ring					\$1,570.70		\$1,548.80	Group Total 6		\$1,548.80		\$1,570.00								
	1 - Pipe: Push on Joint	PIPE: 4" PUSH-ON JOINT, MINIMUM 250 PSI RATED, CLASS 50 OR GREATER WITH WALL THICKNESS, NO LESS THAN .26 INCH, PIPE MUST MEET:AWWA C104/C111/C151', ALL PIPE MUST BE GAUGED, NOTE: SUPPLIER MUST SPECIFY STANDARD PIPE LENGTH, AT AWARDED OF THE BID.					\$2,241.60		\$2,239.20					\$2,280.00		\$2,280.00						
		PIPE: 6" PUSH-ON JOINT, MINIMUM 250 PSI RATED, CLASS 50 OR GREATER WITH WALL THICKNESS, NO LESS THAN .25 INCH, PIPE MUST MEET:AWWA C104/C111/C151', ALL PIPE MUST BE GAUGED, NOTE: SUPPLIER MUST SPECIFY STANDARD PIPE LENGTH, AT AWARDED OF THE BID.					\$4,345.50		\$3,826.50				\$3,900.00		\$3,900.00							
		PIPE: 8" PUSH-ON JOINT, CLASS 50 OR GREATER WITH WALL THICKNESS, NO LESS THAN .27 INCH, PIPE MUST MEET:AWWA C104/C111/C151', ALL PIPE MUST BE GAUGED, NOTE: SUPPLIER MUST SPECIFY STANDARD PIPE LENGTH, AT AWARDED OF THE BID.					\$29,427.00		\$29,172.00				\$28,900.00		\$28,900.00							
		PIPE: 12" PUSH-ON JOINT, CLASS 50 OR GREATER WITH WALL THICKNESS, NO LESS THAN .31 INCH, PIPE MUST MEET:AWWA C104/C111/C151', ALL PIPE MUST BE GAUGED, NOTE: SUPPLIER MUST SPECIFY STANDARD PIPE LENGTH, AT AWARDED OF THE BID.					\$97,104.00		\$95,982.00				\$91,800.00		\$91,800.00							
		Total 1 - Pipe: Push on Joint					\$133,116.10		\$131,219.70		\$126,880.00	Group Total 1		\$126,880.00								
	2 - Parts	6 ELBOW: 4" DI MJ (45'), MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153),					\$108.90		\$108.86			\$108.86		\$114.00								
		7 ELBOW: 6" DI MJ (45'), MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153),					\$172.74		\$172.66			\$172.66		\$180.00								
		8 ELBOW: 8" DI MJ (45'), MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153),					\$125.80		\$125.75			\$125.75		\$130.00								
		9 ELBOW: 12" DI MJ (11.25'), MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153),					\$222.03		\$221.93			\$221.93		\$230.00								
		10 ELBOW: 12" DI MJ (45'), MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153),					\$565.24		\$561.46			\$561.46		\$560.00								
		11 TEE: 8" MJ, MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153),					\$457.20		\$457.00			\$457.00		\$472.00								
		12 TEE: 8" x 8" x 6" MJ, MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153),					\$945.85		\$945.45			\$945.45		\$980.00								
		13 TEE: 12" MJ, MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153),					\$908.74		\$908.38			\$908.38		\$940.00								
		14 TEE: 12" x 4" MJ MINIMUM 250 PSI RATED, MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153),					\$308.39		\$308.26			\$308.26		\$319.00								
		15 TEE: 12"x6" MJ, MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153),					\$1,541.95		\$1,541.30			\$1,541.30		\$1,595.00								
		16 TEE: 12"x8" MJ, MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153),					\$354.86		\$354.72			\$354.72		\$367.00								
		17 PLUG: 6" MJ, MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153),					\$114.54		\$114.48			\$114.48		\$120.00								
		18 PLUG: 8" MJ, MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153),					\$168.98		\$168.92			\$168.92		\$176.00								
		19 REDUCER: 6" MJ X 4" MJ, MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153),					\$61.96		\$61.93			\$61.93		\$64.00								
		20 REDUCER: 8" MJ X 4" MJ, MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153),					\$84.49		\$84.46			\$84.46		\$88.00								
		21 REDUCER: 8" MJ X 6" MJ, MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153),					\$90.13		\$90.09			\$90.09		\$93.00								
		22 REDUCER: 12" MJ X 8" MJ, MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD					\$309.80		\$309.68			\$309.68		\$320.00								
		23 REDUCER:16" MJ X 12" MJ, MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD					\$351.11		\$350.96			\$350.96		\$364.00								
		24 SLEEVE: 4" MJ SOLID, DUCTILE IRON SOLID SLEEVE 12" LONG , MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153)					\$288.70		\$288.55			\$288.55		\$300.00								
		25 SLEEVE: 6" MJ SOLID , MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153)					\$580.20		\$579.96			\$579.96		\$600.00								
		26 SLEEVE: 8" MJ SOLID, DUCTILE IRON SOLID SLEEVE 12" LONG , MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153)					\$309.80		\$309.68			\$309.68		\$320.00								
		27 SLEEVE: 12" MJ SOLID, DUCTILE IRON SOLID SLEEVE 12" LONG , MUST MEET NSF-61 STANDARD, MUST MEET ISO-9001 STANDARD, FITTING MUST MEET (AWWA C104/C153)					\$499.44		\$499.22			\$499.22		\$520.00								
		28 VALVE BOX: 36" BOTTOM SECTION , VALVE BOX BOTTOM SECTION SLIP TYPE, 36" LENGTH , TYLER 6855 SERIES OR APPROVED EQUAL					\$1,875.20		\$1,858.40			\$1,858.40		\$1,880.00								
		29 VALVE BOX: 26" TOP SECTION, HEAVY DUTY VALVE BOX TOP SECTION SHALL, BE OF CAST OR DUCTILE IRON SLIP TYPE WITH DIRT FLANGE, 28" IN LENGTH, TYLER 6855 SERIES , HEAVY DUTY, OR APPROVED EQUAL, MUST MEET ISO 9001 STANDARD					\$2,166.80		\$2,147.60			\$2,147.60		\$2,160.00								
		30 VALVE BOX: 24" EXTENSION, VALVE BOX RISER SECTION SLIP TYPE, 24" LENGTH, TYLER 6855 SERIES OR APPROVED EQUAL, MUST MEET ISO 9001 STANDARD					\$1,980.00		\$2,023.60			\$2,023.60		\$2,080.00								
		31 VALVE BOX: LID, VALVE BOX LID MARKED "WATER", TYLER 6855 SERIES OR APPROVED EQUAL, MUST MEET ISO 9001 STANDARD					\$580.00		\$578.40			\$578.40		\$600.00								
		Total 2 - Parts					\$15,172.85		\$15,151.70	Group Total 2		\$15,151.70		\$15,572.00								
	3 - Valves/Hydrant	GATE VALVE: 4", MINIMUM 250 PSI RATING, RESILIENT SEATED/WEDGE MJ x MJ, LEFT HAND OPEN, ALL STAINLESS STEEL BOLTS, 509 AND 515 DUCTILE IRON VALVE ONLY, MUST MEET ISO 9001 STANDARD					\$710.80		\$715.37			\$715.37		\$680.00								
		GATE VALVE: 6", MINIMUM 250 PSI RATING, RESILIENT SEATED/WEDGE MJ x MJ, LEFT HAND OPEN, ALL STAINLESS STEEL BOLTS, 509 AND 515 DUCTILE IRON VALVE ONLY, MUST MEET ISO 9001 STANDARD					\$1,813.26		\$1,824.90			\$1,824.90		\$1,736.00								
		GATE VALVE: 6", RESILIENT SEATED/WEDGE MJ x MJ, LEFT HAND OPEN, ALL STAINLESS STEEL BOLTS, 509 AND 515 DUCTILE IRON VALVE ONLY, MUST MEET ISO 9001 STANDARD					\$9,972.93		\$10,036.95			\$10,036.95		\$9,548.00								
		GATE VALVE: 8", RESILIENT SEATED/WEDGE MJ x MJ, LEFT HAND OPEN, ALL STAINLESS STEEL BOLTS, 509 AND 515 DUCTILE IRON VALVE ONLY, MUST MEET ISO 9001 STANDARD					\$5,775.84		\$5,813.00			\$5,813.00		\$5,524.00								
		BUTTERFLY VALVE: 12", VALVE FOR CAST/D.I. PIPE, BONDED SEAT ONE PRICE MJ x MJ, LEFT HAND OPEN, ALL STAINLESS STEEL BOLTS, CLASS B CAST IRON DISC 316 EDGE, NO LEAD, MUST MEET ISO 9001 STANDARD					\$13,530.93		\$12,254.90			\$12,254.90	No Bid									
		FIRE HYDRANT: 6 FOOT BURY, WITH MJ FOOT OPENING, LEFT HAND OPEN, YELLOW IN COLOR					\$34,034.30		\$32,306.90			\$32,306.90		\$32,300.00								
		Total 3 - Valves/Hydrant					\$65,838.06		\$62,952.02	Group Total 3		\$62,952.02		\$49,788.00								
	4 - Joint Restrainer	JOINT RESTRAINER: 4", FOR 4.80 O.D. DI PIPE, TO INCLUDE BOLTS, RUBBER GASKET AND RING, AS ONE COMPLETE BOXED SET, MUST BE ABLE TO RESTRAIN TO A WORKING LINE PRESSURE OF 250 LBS. MIN., PLUS, AN ALLOWANCE FOR PRESSURE SURGES, MUST MEET "UL" OR "TM" RATING APPROVAL, AND ASTM A536					\$965.00		\$954.75			\$950.00		\$950.00								
		JOINT RESTRAINER: 6", FOR 6.90 O.D. DI PIPE, TO INCLUDE BOLTS, RUBBER GASKET AND RING, AS ONE COMPLETE BOXED SET, MUST BE ABLE TO RESTRAIN TO A WORKING LINE PRESSURE OF 250 LBS. MIN., PLUS, AN ALLOWANCE FOR PRESSURE SURGES, MUST MEET "UL" OR "TM" RATING APPROVAL, AND ASTM A536					\$3,591.00		\$3,552.75			\$3,525.00		\$3,525.00								
		JOINT RESTRAINER: 8", FOR 8.05 O.D. DI PIPE, TO INCLUDE BOLTS, RUBBER GASKET AND RING AS ONE COMPLETE BOXED SET, MUST BE ABLE TO RESTRAIN TO A WORKING LINE PRESSURE OF 150 LBS. MIN., PLUS AN ALLOWANCE FOR PRESSURE SURGES, MUST MEET "UL" OR "TM" RATING APPROVAL, AND ASTM A536					\$3,266.00		\$3,231.50			\$3,200.00		\$3,200.00								
		Joint Restrainer: 12" FOR 13.20 O.D. DI PIPE, TO INCLUDE BOLTS, RUBBER GASKET AND RING AS ONE COMPLETE BOXED SET MUST BE ABLE TO RESTRAIN TO A WORKING LINE PRESSURE OF 150 LBS. MIN., PLUS AN ALLOWANCE FOR PRESSURE SURGES, MUST MEET "UL" OR "TM" RATING APPROVAL AND ASTM A536					\$7,459.80		\$7,380.60			\$7,260.00		\$7,260.00								
		JOINT RESTRAINER: 16" FOR 17.40 O.D. DI PIPE, TO INCLUDE BOLTS, RUBBER GASKET AND RING AS ONE COMPLETE BOXED SET MUST BE ABLE TO RESTRAIN TO A WORKING LINE PRESSURE OF 150 LBS. MIN., PLUS AN ALLOWANCE FOR PRESSURE SURGES, MUST MEET "UL" OR "TM" RATING APPROVAL AND ASTM A536					\$11,153.00		\$11,034.50			\$10,900.00		\$10,900.00								
		Total 4 - Joint Restrainer					\$26,434.80		\$26,154.10			\$25,835.00	Group Total 4		\$25,835.00							
		5 - Coupling																				
	43	SERVICE COUPLING: 1" FIPT X CTS COMP, NO LEAD					\$1,056.00		\$1,056.00			\$1,232.00			\$1,350.00	1 DAY LEAD TIME						
		44 SERVICE COUPLING: 1.5" FIPT X CTS COMP NO LEAD					\$1,227.80		\$1,227.80			\$1,434.20			\$1,600.00	4 DAY LEAD TIME						
		45 SERVICE COUPLING: 2" FIPT X CTS COMP NO LEAD					\$1,462.00		\$1,462.00			\$1,707.00			\$1,880.00	4 DAY LEAD TIME						
		46 STIFFENER: 1.5" CTS, 1 1/2" STIFFENER FOR COPPER TUBE SIZE STIFFENER ONLY, STAINLESS STEEL, MUST HAVE DIMPLES AND FLANGED					\$618.00		\$618.00			\$831.00			\$750.00							
		47 STIFFENER: 1" CTS 1" STIFFENER FOR COPPER TUBE SIZE STIFFENER ONLY STAINLESS STEEL MUST HAVE DIMPLES AND FLANGED					\$1,490.00		\$1,490.00			\$2,020.00			\$1,700.00							
		48 SERVICE COUPLING: CTS COMP X CTS COMP 1" NO LEAD					\$618.30		\$618.30			\$721.80			\$810.00	1 DAY LEAD TIME						
		49 SERVICE COUPLING: CTS COMP X CTS COMP 1.5" NO LEAD					\$1,034.55		\$1,034.55			\$1,207.65			\$1,350.00	1 DAY LEAD TIME						
		50 SERVICE COUPLING: CTS COMP X CTS COMP 2" NO LEAD					\$1,862.00		\$1,862.00			\$2,174.40			\$2,400.00	4 DAY LEAD TIME						
		51 SERVICE COUPLING: CTS COMP X IP COMP 1" NO LEAD					\$1,338.50		\$1,338.50			\$1,562.50			\$1,800.00	2 DAY LEAD TIME						
		52 SERVICE COUPLING: CTS COMP 1" X IP COMP 3/4", 1/2" X COUPLING CTS X IP - NL NO LEAD					\$2,752.00		\$2,752.00			\$2,618.00			\$2,600.00							
		Total 5 - Coupling					\$13,459.15	Group Total 5	\$13,459.15		\$15,508.55			\$16,240.00								
Total Project 1							\$255,593.66		\$13,459.15		\$252,534.87		\$79,652.52		\$235,885.00		\$152,715.00					
Solicitation Total							\$255,593.66	Group Total Award	\$13,459.15		\$252,534.87	Group Total Award	\$79,652.52		\$235,885.00	Group Total Award	\$152,715.00					

Memorandum

File #: 25-158

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, February 19, 2025
DEPARTMENT: Public Works

Subject

Bid Award - 49th South and Holmes Avenue Intersection Water Line

Council Action Desired

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

Approve the plans and specifications; award to the lowest responsive, responsible bidder, HK Contractors Inc., in the amount of \$115,982.00; and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

On Wednesday, February 19, 2025, bids were received and opened for the 49th South and Holmes Avenue Intersection Water Line. The tabulation of bid results is attached. The purpose of the proposed bid award is to extend the water main line outside proposed project limits of a future federal aid project to place a traffic signal at this intersection.

Alignment with City & Department Planning Objectives



- ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This project supports the community-oriented result of reliable public infrastructure by improving our public water system.

Interdepartmental Coordination

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

Fiscal Impact

Cost allocation for this project was budgeted from the Water Division budget. Sufficient funding and budget authority exist for completion of the proposed improvements.

Legal Review

The Legal Department reviewed the bid process and concurs that the proposed Council action complies with the

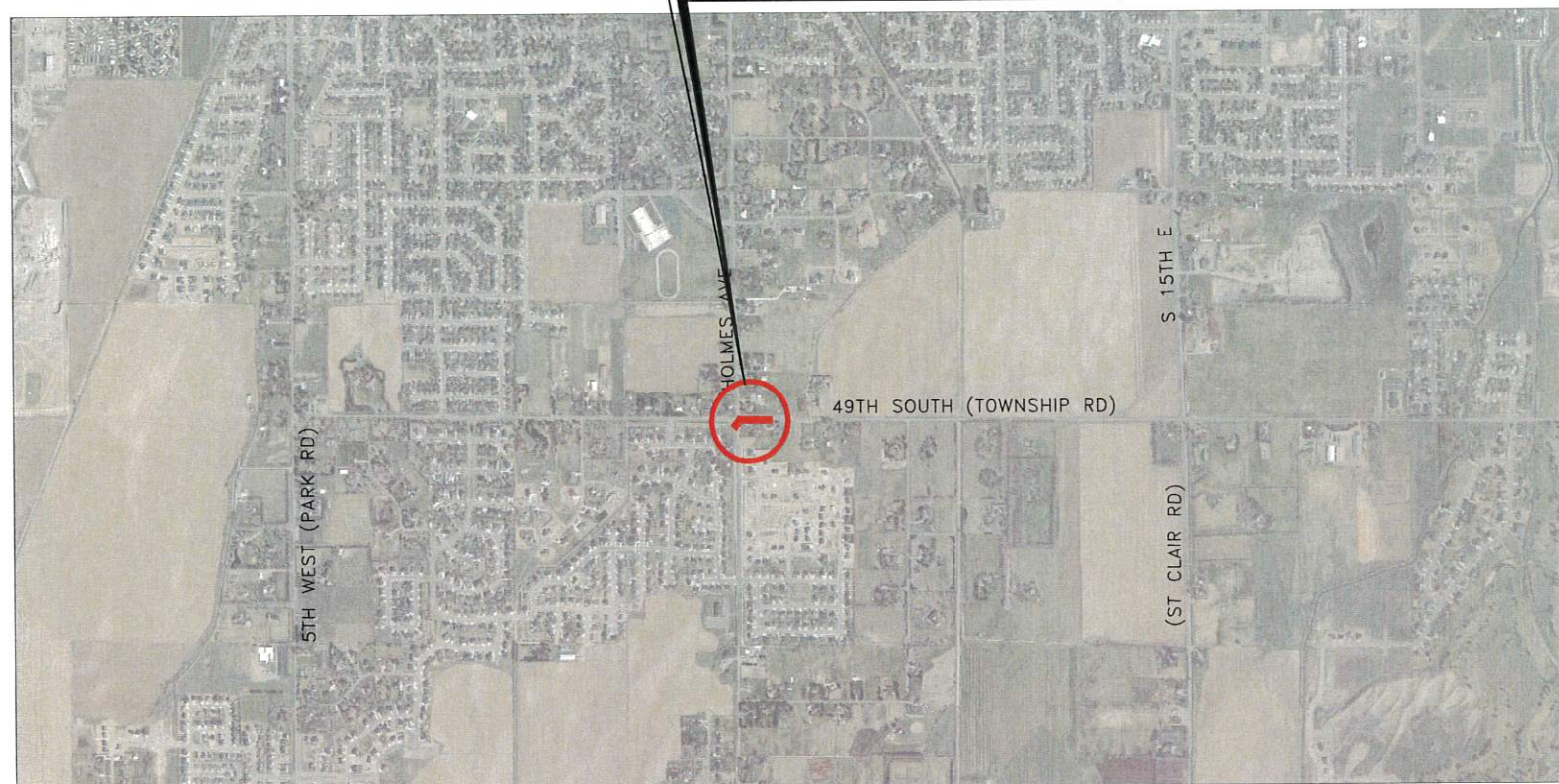
requirements of Idaho Code § 67-2805.

2-38-32-3-WTR-2025-22
2025-012

49TH & HOLMES INTERSECTION WATER LINE PROJECT # 2-38-32-3-WTR-2025-22



PROJECT LOCATIONS



MAYOR

Rebecca L. Noah Casper

CITY COUNCIL

Michelle Ziel-Dingman
Lisa Burtenshaw
Kirk Larsen

Jim Francis
John B. Radford
Jim Freeman

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR

Chris H. Fredericksen, P.E.

CITY ENGINEER

Jon Knowles, P.E.

2025



AS BUILT DATE / BY:
____ / ____
SCALE SHOWN IS FOR
SHEET 11 x 17 ONLY
ENGINEERING
DIVISION



49TH & HOLMES INTERSECTION
WATER LINE
TITLE PAGE

CHECKED BY: CW	DESIGN TECH: AW	DATE PLOTTED: 2/10/2025	SHEET NO. 1 OF 3
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City of Idaho Falls

Engineering Division Engineer's Estimate

Project: 49th & Holmes Intersection Water Line
Submitted: Jon Knowles
Number: 2-38-32-3-WTR-2025-22
Date: February 19, 2025

Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		HK Contractors, Inc		Sunroc Corp		3H Construction, LLC		Knife River Corporation	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
	DIVISION 300 - TRENCHING												
307.4.1.A.7	Miscellaneous Surface Restoration (Natural Ground)	44	LF	\$40.00	\$1,760.00	\$42.00	\$1,848.00	\$80.00	\$3,520.00	\$60.00	\$2,640.00	\$25.00	\$1,100.00
307.4.1.F.1	Main Line Type "P" Surface Restoration (Asphalt Roadway)	418	LF	\$185.00	\$77,330.00	\$145.00	\$60,610.00	\$135.00	\$56,430.00	\$101.00	\$42,218.00	\$240.00	\$100,320.00
	DIVISION 400 - WATER												
401.4.1.A.1	Water Main Pipe – Size 16"	462	LF	\$100.00	\$46,200.00	\$102.00	\$47,124.00	\$135.00	\$62,370.00	\$190.00	\$87,780.00	\$97.00	\$44,814.00
402.4.1.A.1	Valve – Size 16" - Type - Butterfly	4	EA	\$1,500.00	\$6,000.00	\$725.00	\$2,900.00	\$2,400.00	\$9,600.00	\$4,000.00	\$16,000.00	\$4,125.00	\$16,500.00
403.4.1.A.1	Hydrant	2	EA	\$3,100.00	\$6,200.00	\$1,750.00	\$3,500.00	\$3,900.00	\$7,800.00	\$8,300.00	\$16,600.00	\$5,870.00	\$11,740.00
	TOTAL				\$137,490.00		\$115,982.00		\$139,720.00		\$165,238.00		\$174,474.00



Memorandum

File #: 25-166

City Council Meeting

FROM: Bear Prairie, General Manager
DATE: Thursday, February 20, 2025
DEPARTMENT: Idaho Falls Power

Subject

IFP 25-10 Transformer Pads and Ground Sleeves for Idaho Falls Power

Council Action Desired

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

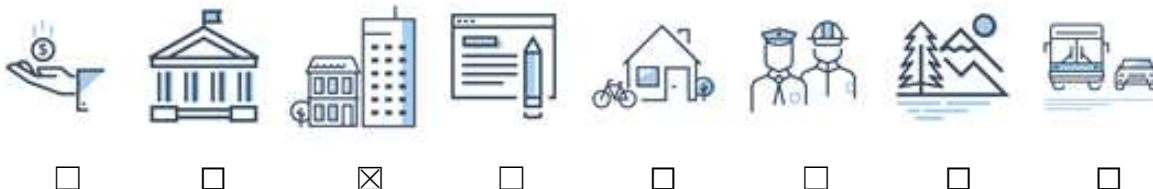
Approve the purchase of inventory material from General Pacific, IRBY and Border States for a total of \$123,490.59 (or take other action deemed appropriate).

Description, Background Information & Purpose

Idaho Falls Power solicited bids from qualified vendors to purchase pads and ground sleeves to replenish inventory. Five bids were received with the following three being the lowest responsive, responsible (per line item) bidders who meet our construction schedule:

Vendor	Amount
General Pacific	\$ 45,437.2
IRBY	\$ 41,750.0
Border States	\$ 36,303.3
Total	\$ 123,490.5

Alignment with City & Department Planning Objectives



This action shows our readiness for healthy economic growth, ensuring a well-supplied inventory for Idaho Falls Power projects. This action also supports the growth and reliability element of IFP's Strategic Plan.

Interdepartmental Coordination

The City Legal Department and Idaho Falls Power

Fiscal Impact

Funds for this purchase are in the 2024/25 Idaho Falls Power CIP budget.

Legal Review

The City Legal Department concurs this purchase is within state statute.

Idaho Falls Power Bid Tabulation																		
Project: Transformer Pads and Sleeves				Number: IFP - 25 - 10														
Submitted Krista Thornton Facility Services Manager				Date: 2/11/2025														
				Western United Electric			General Pacific			IRBY			TUPS LLC			Border States		
	Description	Quantity	Unit	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time
1	Transformer pad, 37 x 43 x 24	100	each	\$ 403.23	\$ 40,323.00	5 weeks	\$ 472.67	\$ 47,267.00	8-12 Weeks	\$ 385.00	\$ 38,500.00	5-6 Weeks	\$ 482.76	\$ 48,276.00	6-8 Weeks	\$ 519.31	\$ 51,931.00	7-8 Weeks
2	Transformer pad, 42 x 48 x 24	39	each	\$ 755.13	\$ 29,450.07	6-7 Weeks	\$ 708.47	\$ 27,630.33	8-12 Weeks	\$ 755.00	\$ 29,445.00	6-7 Weeks	\$ 723.60	\$ 28,220.40	6-8 Weeks	\$ 949.66	\$ 37,036.74	7-8 Weeks
3	Ground sleeve 3 PH small	30	each	\$ 478.84	\$ 14,365.20	6-8 Weeks	\$ 426.14	\$ 12,784.20	8-12 Weeks	\$ 460.00	\$ 13,800.00	6-8 Weeks	\$ 435.24	\$ 13,057.20	6-8 Weeks	\$ 829.66	\$ 24,889.80	7-8 Weeks
4	Ground sleeve 3 PH large	10	each	\$ 574.37	\$ 5,743.70	6-8 Weeks	\$ 502.27	\$ 5,022.70	8-12 Weeks	\$ 535.00	\$ 5,350.00	6-8 Weeks	\$ 513.00	\$ 5,130.00	6-8 Weeks	\$ 636.21	\$ 6,362.10	7-8 Weeks
5	Transformer Pad, 4"	10	each	\$ -	\$ -		\$ -	\$ -		\$ 325.00	\$ 3,250.00	3-4 Weeks	\$ -	\$ -		\$ 472.07	\$ 4,720.70	7-8 Weeks
6	Ground sleeve, 18 x 62	96	each	\$ 485.97	\$ 46,653.12	5 weeks	\$ 555.14	\$ 53,293.44	8-12 weeks	\$ 478.00	\$ 45,888.00	5-6 Weeks	\$ 567.00	\$ 54,432.00	6-8 Weeks	\$ 378.16	\$ 36,303.36	7-8 Weeks
				Total Bid	\$ 136,535.09			\$ 145,997.67			\$ 136,233.00			\$ 149,115.60			\$ 161,243.70	

Recommended Award for Vendor

\$ 45,437.23

\$ 41,750.00

\$ 36,303.36

Total Award

\$ 123,490.59

Sub Total

Attending: Krista Thornton

Nikki Bradford

Vendor	Amount
General Pacific	\$ 45,437.23
IRBY	\$ 41,750.00
Border States	\$ 36,303.36
Total	\$ 123,490.59



Memorandum

File #: 25-123

City Council Meeting

FROM: Emily Geisler, City Clerk
DATE: Wednesday, January 15, 2025
DEPARTMENT: Mayor's Office

Subject

City Council Work Session Minutes

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

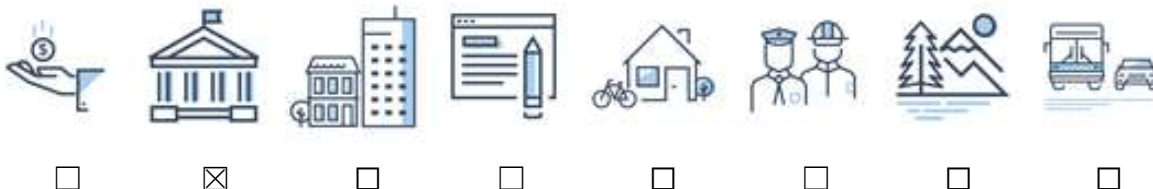
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the Minutes from the January 13, 2025, City Council Work Session

Description, Background Information & Purpose

Attached are the January 13, 2025, City Council Work Session Minutes.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

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

Interdepartmental Coordination

N/A

Fiscal Impact

N/A

Legal Review

N/A

**Meeting Minutes:
Council Work Session**

**Monday, January 13, 2025
3:00 PM**

City Council Chambers
City Annex Building
680 Park Ave
Idaho Falls, Idaho

Called to Order at 3:05 pm

Roll Call

Present: Mayor Rebecca L. Noah Casper
Council President Lisa Burtenshaw
Councilor John Radford
Councilor Ziel-Dingman
Councilor Jim Freeman (virtual)
Councilor Jim Francis
Councilor Kirk Larsen
(Quorum confirmed)

Also Present: Emily Geisler, Incoming City Clerk
Corrin Wilde, Outgoing City Clerk
Michael Kirkham, City Attorney
Pam Alexander, Municipal Services Director
PJ Holm, Parks and Recreation Director
Nick Terry, Realtor, TOK Commercial Real Estate

Introduction of New City Clerk: Emily Geisler

Municipal Services, Parks and Recreation, and Legal Department:

- **Presenters:** Pam Alexander, PJ Holm, Mike Kirkham, Nick Terry
- **Topic:** Update on City Property (Four Parcels) Adjacent to Pinecrest Golf Course

Background of the Property: The four parcels were donated in September 2016, with an initial appraisal value of \$610,000. A subsequent appraisal in March 2022 valued the land at nearly \$1.9 million. A public auction was held in June 2022 with no bids. The property was placed under an exclusive listing agreement with a local commercial broker in August 2022. A

purchase agreement was made in September 2022 for \$2 million, but complications with title restrictions caused the deal to fall through.

Challenges Identified: Restrictions were discovered that limited development to only single-story homes. These restrictions date back to the 1950s. There are challenges with lifting these restrictions in a timely manner, and efforts are ongoing to resolve them with legal assistance.

Current Status: The property has since been reappraised in November 2024, showing a reduced land value of \$1.6 million. Discussions are ongoing with Builders FirstSource regarding lifting the restriction in exchange for an agreement that would prevent nuisance lawsuits related to the nearby lumber operation.

Next Steps: Negotiations are taking place to amend the restrictions, with an agreement possible soon. If successful, the proposal will return to the City Council for approval.

Discussions:

- The Mayor asked about the “coming to the nuisance” legal principle in relation to Builders FirstSource's concerns about nuisance lawsuits. The City Attorney confirmed the principle's validity but noted that the company seeks additional assurances to avoid legal issues.
- There was discussion about whether a fence or buffer would be required for a potential lumber operation on the property, with the City Attorney mentioning additional buffering could be considered.
- Builders FirstSource wants to continue operating their lumber yard until they decide to stop, and they seek a covenant for legal protection against future disputes, providing more certainty than relying on common law.
- The City is considering infrastructure support for the property, including possible tax increment financing (TIF), while needing more information on geological challenges, such as lava rock. There was also mention of negotiating an easement or possibly trading property with Builders FirstSource for connectivity issues for a canal trail.
- The Council is debating whether to negotiate a sale price based on a recent property appraisal, with flexibility allowed in special cases but with the goal of transparency to avoid undervaluing the property.
- The City is considering a potential amendment or renewal of an exclusive sales agreement with TOK Commercial Real Estate. The appraisal already accounted for the lava rock, and some Council members feel the sale should be no less than the appraised value, ensuring fairness for taxpayers.

Mayor and City Council:

Acceptance or Receipt of Minutes

Motion: Councilor Francis, seconded by Councilor Burtenshaw, moved that the Council receive the recommendations from the January 7, 2025, meeting with the Planning and Zoning Commission pursuant to the Local Land Use Planning Act. **The motion passed unanimously.**

Other City Council Updates:

- **Upcoming Meetings & Events:** Talk of possible adjustments to the Idaho Falls Power Board meeting schedule was had. Upcoming events like the Martin Luther King banquet and a police complex tour were highlighted. The Council discussed community events, like a gallery exhibit about the City's water tower.
- **Legislative Updates:** The mayor mentioned some bills introduced in the legislative session and invited Council members to attend Friday meetings for further discussion. A bill allowing cities to join the state health insurance plan was highlighted, though it is expected to be controversial.
- **Budget Retreat:** The budget retreat is scheduled for February 21st, emphasizing Council attendance for a successful session.
- **Health Insurance Broker Update:** The HR department completed an RFP process for health insurance renewal, which will be discussed at a future meeting.
- **AIC Legislative Position:** AIC remains neutral on a bill affecting smaller cities' insurance pools, though the City may later be asked to take a stance.

Councilor & Legislative Updates:

- **Veterans' Housing Project:** Councilor Francis mentioned Senator Cook's work on establishing permanent homes for homeless veterans and is seeking contacts for additional information.
- **Phone Protection Bill for Minors:** Senator Cook is pushing a bill to require phones to have default settings for minor protection. The City may consider supporting this bill.
- **Police Department's Grant:** The police department will reapply for a COPS grant with a goal of securing four additional officers.
- **State of the City Address:** The Mayor's State of the City Address will be delivered at a fundraiser (Wednesday, January 15, 2025) for the Mayor's Scholarship Fund, introducing the Strategic Plan to the public. The Plan is considered a living document and can evolve and change based on feedback Council priorities.

Motion to Enter Executive Session: Councilor Francis, seconded by Councilor Dingman, moved that the Council move into an Executive Session that's being called pursuant to the provisions of the Idaho Code Section 74-206 (1) (f) to communicate with legal counsel for the public agency to discuss the legal ramifications of, and legal options for pending litigations or controversies not yet

being litigated but imminently likely to be litigated. Council will not reconvene after this executive session. **The motion passed unanimously.**

Executive Session

Called to Order at 4:28pm

Roll Call

Present: Mayor Rebecca L. Noah Casper
Council President Lisa Burtenshaw
Councilor John Radford
Councilor Ziel-Dingman
Councilor Jim Freeman (virtual)
Councilor Jim Francis
Councilor Kirk Larsen
Catherine Smith, Economic Development Administrator
Michael Kirkham, City Attorney
Zach Jones, City Attorney

Adjourned at 4:56pm

File #: 25-162

City Council Meeting

FROM: Emily Geisler, City Clerk
DATE: Thursday, February 20, 2025
DEPARTMENT: Mayor's Office

Subject

Licensing - Active and/or Issued or Renewed in January 2025

Council Action Desired

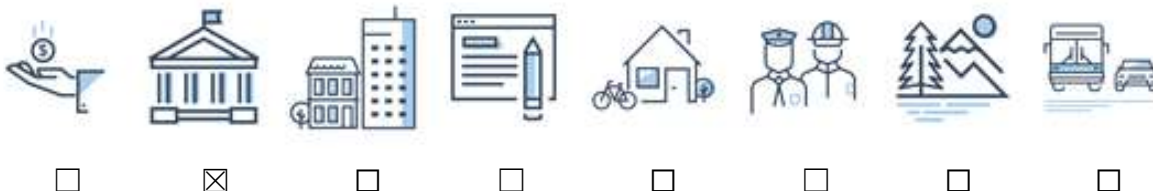
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
- ☒ Other Action (Approval, Authorization, Ratification, etc.)
- Review and accept all active licenses issued by the City Clerk's Office

Description, Background Information & Purpose

Attached are the following:

- All Active Alcohol Licenses issued by the City Clerk's Office
 - These licenses are reissued annually on October 1st.
- New Business Licenses issued by the City Clerk's Office in the month of January
 - Some of these licenses may also appear on the "Active" lists.
 - This list excludes contractors.
- Renewed Business Licenses issued by the City Clerk's Office in the month of January
 - Some of these licenses may also appear on the "Active" lists.
 - This list excludes contractors.
- All Contractor Licenses (new & renewed) issued by the City Clerk's Office in the month of January

Alignment with City & Department Planning Objectives



Licensing through the Clerk's Office supports the City's good governance initiative by providing assurance of regulatory and policy compliance to minimize and mitigate risk.

Interdepartmental Coordination

N/A

Fiscal Impact

N/A

Legal Review

N/A

Active Alcohol Licenses				As of 2-20-2025	
Permit Number	Entity Name	Permit Type	Term Start Date	Term End Date	
31	Albertson's LLC (17th Street #138)	Alcohol License	10/1/2024	9/30/2025	
23	Albertson's LLC (W. Broadway #145)	Alcohol License	10/1/2024	9/30/2025	
127	Jakes of Idaho Falls Inc dba Jaker's Bar & Grill	Alcohol License	10/1/2024	9/30/2025	
119	Eagle's Lodge	Alcohol License	10/1/2024	9/30/2025	
120	La Union Market	Alcohol License	10/1/2024	9/30/2025	
148	Fred Meyer #156	Alcohol License	10/1/2024	9/30/2025	
226	Plum Loco	Alcohol License	10/1/2024	9/30/2025	
176	Sully's GastroPub Restaurant	Alcohol License	10/1/2024	9/30/2025	
331	Homestead Pizza & Bowling	Alcohol License	10/1/2024	9/30/2025	
146	White Horse Bar	Alcohol License	10/1/2024	9/30/2025	
2425	Roadrunner Pit Stop	Alcohol License	10/1/2024	9/30/2025	
308	Stinker Stores Inc. #28	Alcohol License	10/1/2024	9/30/2025	
204	Speedi Corp Idaho Falls dba Speedi Mart (Holmes)	Alcohol License	10/1/2024	9/30/2025	
219	Maverik Inc. (Sunnyside) #578	Alcohol License	10/1/2024	9/30/2025	
2567	Sam's Club No. 6345	Alcohol License	10/1/2024	9/30/2025	
140	Gas'N'Grub (Lindsay)	Alcohol License	10/1/2024	9/30/2025	
230	Midget Market	Alcohol License	10/1/2024	9/30/2025	
218	Maverik Inc. (Woodruff) #396	Alcohol License	10/1/2024	9/30/2025	
337	Speedi Corp Idaho Falls dba Speedi Mart (Anderson)	Alcohol License	10/1/2024	9/30/2025	
122	Elk's Lodge	Alcohol License	10/1/2024	9/30/2025	
2534	Morenitas	Alcohol License	10/1/2024	9/30/2025	
303	Samoa Club	Alcohol License	10/1/2024	9/30/2025	
1622	Garcias	Alcohol License	10/1/2024	9/30/2025	
49	Blue Wave LLC	Alcohol License	10/1/2024	9/30/2025	
306	Stinker Stores Inc. #27	Alcohol License	10/1/2024	9/30/2025	
275	Papa Tom's Pizza	Alcohol License	10/1/2024	9/30/2025	
270	Pockets Inc.	Alcohol License	10/1/2024	9/30/2025	
940	Sizzler Family Steak House #660	Alcohol License	10/1/2024	9/30/2025	
304	Sandpiper Investors LP	Alcohol License	10/1/2024	9/30/2025	
4202	Tobacco Connection #15	Alcohol License	10/1/2024	9/30/2025	
3688	Outback Steakhouse-Evergreen Restaurant #1311	Alcohol License	10/1/2024	9/30/2025	
3287	MarCellars Vintage Wines & Brews	Alcohol License	10/1/2024	9/30/2025	
3123	The Snake Bite Restaurant Inc	Alcohol License	10/1/2024	9/30/2025	
4039	Jaliscos	Alcohol License	10/1/2024	9/30/2025	
3575	Applebee's Neighborhood Grill & Bar	Alcohol License	10/1/2024	9/30/2025	
2938	Maverik Inc. (Broadway) #239	Alcohol License	10/1/2024	9/30/2025	
3375	Tienda La Hidalguense	Alcohol License	10/1/2024	9/30/2025	
4246	Puerto Escondido Inc OL	Alcohol License	10/1/2024	9/30/2025	
5032	Blue Hashi	Alcohol License	10/1/2024	9/30/2025	
4626	The Zone	Alcohol License	10/1/2024	9/30/2025	
5228	Pachangas Mexican Food	Alcohol License	10/1/2024	9/30/2025	
3726	Short Stop Market	Alcohol License	10/1/2024	9/30/2025	
3591	Muddy's Place	Alcohol License	10/1/2024	9/30/2025	
5159	Casa Jaliscos Inc.	Alcohol License	10/1/2024	9/30/2025	
5108	GMRI Inc dba The Olive Garden Italian Restaurant #1705	Alcohol License	10/1/2024	9/30/2025	
4854	Walmart #5494	Alcohol License	10/1/2024	9/30/2025	
5293	B&T Hotels II LLC dba Hilton Garden Inn - Idaho Falls	Alcohol License	10/1/2024	9/30/2025	
3880	Winco Foods #42	Alcohol License	10/1/2024	9/30/2025	
3941	Jacksons #73	Alcohol License	10/1/2024	9/30/2025	
4241	Idaho Falls Arts Council	Alcohol License	10/1/2024	9/30/2025	
5430	Idaho Brewing Company	Alcohol License	10/1/2024	9/30/2025	
3705	Gator Tail Enterprises LCC dba The Frosty Gator	Alcohol License	10/1/2024	9/30/2025	
5548	Lucy's New York Style Pizzeria (Broadway)	Alcohol License	10/1/2024	9/30/2025	
6325	Los Albertos Inc.	Alcohol License	10/1/2024	9/30/2025	
5825	Oman Ventures LLC dba D'Railed	Alcohol License	10/1/2024	9/30/2025	
5915	The Celt and Heads and Tails	Alcohol License	10/1/2024	9/30/2025	
6114	Bee's Knees Pub & Catering	Alcohol License	10/1/2024	9/30/2025	
7269	Walgreens #15973	Alcohol License	10/1/2024	9/30/2025	
6567	New Yummy House Restaurant	Alcohol License	10/1/2024	9/30/2025	
7355	Hampton Inn	Alcohol License	10/1/2024	9/30/2025	

Active Alcohol Licenses				As of 2-20-2025	
Permit Number	Entity Name	Permit Type	Term Start Date	Term End Date	
6600	Mackenzie River Pizza Grill & Pub	Alcohol License	10/1/2024	9/30/2025	
5395	Red Robin America's Gourmet Burgers	Alcohol License	10/1/2024	9/30/2025	
4026	Chili's Grill & Bar	Alcohol License	10/1/2024	9/30/2025	
5521	Walgreens #5839	Alcohol License	10/1/2024	9/30/2025	
5703	Stockmans Restaurant	Alcohol License	10/1/2024	9/30/2025	
5742	Snow Eagle Brewing & Grill	Alcohol License	10/1/2024	9/30/2025	
6237	Copper Rill Restaurant	Alcohol License	10/1/2024	9/30/2025	
6875	Tandoori Oven	Alcohol License	10/1/2024	9/30/2025	
7052	Artitorium On Broadway	Alcohol License	10/1/2024	9/30/2025	
5509	Tobacco Connection #30	Alcohol License	10/1/2024	9/30/2025	
5503	Paula's Meat Market	Alcohol License	10/1/2024	9/30/2025	
5654	John C Berry & Sons, Inc dba Berry Oil Exxons	Alcohol License	10/1/2024	9/30/2025	
4593	Quick Stop of Idaho Falls	Alcohol License	10/1/2024	9/30/2025	
7727	B&T Idaho Hotels II, LLC dba Home2 Suites by Hilton	Alcohol License	10/1/2024	9/30/2025	
5650	Garcia's Meat Market #2 (Northgate)	Alcohol License	10/1/2024	9/30/2025	
5743	The Shop Bar LLC	Alcohol License	10/1/2024	9/30/2025	
6816	Carniceria Aguillita Inc.	Alcohol License	10/1/2024	9/30/2025	
7723	Roadhouse Saloon, LLC	Alcohol License	10/1/2024	9/30/2025	
5522	WALGREENS #11622	Alcohol License	10/1/2024	9/30/2025	
5707	Buffalo Wild Wings	Alcohol License	10/1/2024	9/30/2025	
5769	Smitty's Pancake & Steak House	Alcohol License	10/1/2024	9/30/2025	
7926	Tap-N-Fill Inc	Alcohol License	10/1/2024	9/30/2025	
7485	Los Panchos	Alcohol License	10/1/2024	9/30/2025	
7830	Lucy's New York Style Pizzeria (Hitt)	Alcohol License	10/1/2024	9/30/2025	
7684	Shakas Country Lanes	Alcohol License	10/1/2024	9/30/2025	
8229	The Alibi	Alcohol License	10/1/2024	9/30/2025	
8300	Walmart #5494 (Fuel Station)	Alcohol License	10/1/2024	9/30/2025	
7567	El Rinconcito Authentic Mexican Food Inc	Alcohol License	10/1/2024	9/30/2025	
8305	Cafe Mike's at Pinecrest	Alcohol License	10/1/2024	9/30/2025	
8008	A Street Soup Market	Alcohol License	10/1/2024	9/30/2025	
8304	Cafe Mike's at Sandcreek	Alcohol License	10/1/2024	9/30/2025	
8303	Cafe Mike's at Sage Lakes	Alcohol License	10/1/2024	9/30/2025	
7238	Black Rock Fine Wine & Craft Beer LLC	Alcohol License	10/1/2024	9/30/2025	
8682	CHINESE GARDEN	Alcohol License	10/1/2024	9/30/2025	
9431	Rogelio La Yesca	Alcohol License	10/1/2024	9/30/2025	
8941	Black Bear Diner	Alcohol License	10/1/2024	9/30/2025	
9241	The House Bar and Grill	Alcohol License	10/1/2024	9/30/2025	
9294	Tailwind IDA LLC	Alcohol License	10/1/2024	9/30/2025	
9321	That One Place Lounge Inc	Alcohol License	10/1/2024	9/30/2025	
8912	Sushi Time LLC	Alcohol License	10/1/2024	9/30/2025	
8926	City Bagels & Bakery	Alcohol License	10/1/2024	9/30/2025	
8954	Hitt The Road	Alcohol License	10/1/2024	9/30/2025	
9597	B&T Idaho Hotels IV, LLC dba TRU by Hilton	Alcohol License	10/1/2024	9/30/2025	
9914	FAMILY DOLLAR STORE NO. 26537	Alcohol License	10/1/2024	9/30/2025	
9637	Bowlero Lanes	Alcohol License	10/1/2024	9/30/2025	
9377	Smokin Fins	Alcohol License	10/1/2024	9/30/2025	
10137	Costco Wholesale #1379	Alcohol License	10/1/2024	9/30/2025	
10049	Flying Goose and Redds Grill	Alcohol License	10/1/2024	9/30/2025	
10138	Pie Hole Idaho Falls	Alcohol License	10/1/2024	9/30/2025	
10212	Longhorn Steakhouse #5627	Alcohol License	10/1/2024	9/30/2025	
10399	Calakas Tacos & Miches	Alcohol License	10/1/2024	9/30/2025	
10443	Garcias Street Tacos & Pelonas Fruit Oasis	Alcohol License	10/1/2024	9/30/2025	
10188	Gas'N'Grub (Woodruff)	Alcohol License	10/1/2024	9/30/2025	
10050	Holiday Inn	Alcohol License	10/1/2024	9/30/2025	
10017	Franklin's Famous Cheesesteak Co.	Alcohol License	10/1/2024	9/30/2025	
10438	Fast Stop 1147	Alcohol License	10/1/2024	9/30/2025	
10649	New Ford's Bar LLC	Alcohol License	10/1/2024	9/30/2025	
10778	Park Avenue Grill	Alcohol License	10/1/2024	9/30/2025	
10882	XVIII	Alcohol License	10/1/2024	9/30/2025	
10839	The Nice Spot	Alcohol License	10/1/2024	9/30/2025	

Active Alcohol Licenses				As of 2-20-2025
Permit Number	Entity Name	Permit Type	Term Start Date	Term End Date
10924	Idaho Rib and Chop House	Alcohol License	10/1/2024	9/30/2025
0468815	Tacos Las Penitas 3 Inc	Alcohol License	10/1/2024	9/30/2025
3434900	Bardoza's	Alcohol License	10/1/2024	9/30/2025
2489184	Himalayan Flavor	Alcohol License	10/1/2024	9/30/2025
4699969	Diamond Concessions	Alcohol License	10/1/2024	9/30/2025
8088824	Fast Stop 2247	Alcohol License	10/1/2024	9/30/2025
8622878	Fast Stop 2249	Alcohol License	10/1/2024	9/30/2025
8412050	Fast Stop 2248	Alcohol License	10/1/2024	9/30/2025
1880700	Reynal2 Mexican Food LLC	Alcohol License	10/1/2024	9/30/2025
7056678	Golden Asia DBA Krung Thep	Alcohol License	10/1/2024	9/30/2025
9452398	Off The Rails Cafe	Alcohol License	10/1/2024	9/30/2025
0523170	Actors' Repertory Theatre of Idaho	Alcohol License	10/1/2024	9/30/2025
3546727	Parkland USA	Alcohol License	10/1/2024	9/30/2025
1571631	Parkland USA Corporation	Alcohol License	10/1/2024	9/30/2025
4694394	Parkland USA	Alcohol License	10/1/2024	9/30/2025
5157749	Parkland USA Corp	Alcohol License	10/1/2024	9/30/2025
1071631	Park & A Italia LLC	Alcohol License	10/1/2024	9/30/2025
5265108	Talley Family Market DBA Idaho Falls Grocery Outlet	Alcohol License	10/1/2024	9/30/2025
8574266	Kin enterprises DBA Pop -N- Cork	Alcohol License	10/1/2024	9/30/2025
0091599	Maverik #737	Alcohol License	10/1/2024	9/30/2025
9905470	AJ'S Place LLC	Alcohol License	10/1/2024	9/30/2025
7092087	Diamond Concessions Inc	Alcohol License	10/1/2024	9/30/2025
5032671	Maverik #732	Alcohol License	10/1/2024	9/30/2025
4062765	Soiled Dove	Alcohol License	9/26/2024	9/30/2025
9644326	Bob's Indoor Golf & Games	Alcohol License	10/9/2024	9/30/2025
8851480	Cielito Lindo Idaho LLC	Alcohol License	11/20/2024	9/30/2025
9837244	Leo's Place	Alcohol License	1/15/2025	9/30/2025
3729308	Park & A Italia LLC	Alcohol License	1/6/2025	9/30/2025
5818712	Romita Mexican Market	Alcohol License	2/10/2025	9/30/2025

2025 January Business license New Issues (Excludes Contractors)

Entity Name	Permit Number	Permit Type	Final Review Status	Final Review Date
Amen	2734082	Additional Dog License	APPROVED	1/28/2025 14:01
Hotdogs Los Originales Del Rancho	5172623	Other Business License	APPROVED	1/9/2025 16:22
Leo's Place	9837244	Alcohol License	APPROVED	1/15/2025 11:18
Park & A Italia LLC	3729308	Alcohol License	APPROVED	1/6/2025 8:48
Lanners	7658483	Door-to-Door Sales	APPROVED	1/17/2025 8:18
Jones	8220620	Child Care Worker Certification	APPROVED	1/3/2025 13:46
Galkowski	8182204	Child Care Worker Certification	APPROVED	1/7/2025 9:48
Jones	9650090	Child Care Worker Certification	APPROVED	1/2/2025 15:02
Hernandez	7182100	Door-to-Door Sales	APPROVED	1/8/2025 15:33
Woodhouse	3639752	Child Care On-Site Non-Provider	APPROVED	1/14/2025 13:37
Ricks	8843986	Child Care Worker Certification	APPROVED	1/16/2025 9:13
Mirmontazeri	4885792	Child Care Worker Certification	APPROVED	1/3/2025 9:02
Parkinson	7933092	Child Care Worker Certification	APPROVED	1/17/2025 9:21
Jones	5095980	Additional Dog License	APPROVED	1/16/2025 9:25
Swanson	4057573	Child Care Worker Certification	APPROVED	1/9/2025 16:12
Happy Orchard Daycare LLC	49538	Child Care Facility	APPROVED	1/28/2025 11:55
McCoy	903959	Child Care Worker Certification	APPROVED	1/7/2025 11:14
Hobbs	3908811	Child Care Worker Certification	APPROVED	1/13/2025 9:45
MonkeyVille Child Care	2963773	Child Care Facility	APPROVED	1/23/2025 15:58
Claver	1037090	Child Care Worker Certification	APPROVED	1/17/2025 10:50
Lawrence	3886919	Child Care Worker Certification	APPROVED	1/9/2025 16:03
Bee's Knees Pub & Catering Co. LLC	25-0001	Alcohol Catering Permit	APPROVED	1/8/2025 14:49
Bowen	453629	Child Care Worker Certification	APPROVED	1/16/2025 10:12
Van Wagoner	4170214	Public Transportation Operator	APPROVED	1/13/2025 10:50
PBDC, LLC	7669118	Child Care Facility	APPROVED	1/29/2025 10:55
Hancock	9974920	Additional Dog License	APPROVED	1/21/2025 8:56
Soiled Dove	25-0002	Alcohol Catering Permit	APPROVED	1/16/2025 16:35
Miller	7106215	Child Care Worker Certification	APPROVED	1/21/2025 11:51
Edwards	1725484	Child Care Worker Certification	APPROVED	1/16/2025 11:45
Behr	1851453	Child Care Worker Certification	APPROVED	1/16/2025 13:53
Ochoa	2369602	Child Care Worker Certification	APPROVED	1/17/2025 9:35
McNeal	5090258	Child Care Worker Certification	APPROVED	1/22/2025 8:46

2025 January Business license Renewals (Excludes Contractors)

Entity Name	Permit Number	Permit Type	Final Review Status	Final Review Date
Bee's Knees Pub & Catering Co. LLC	25-0001	Alcohol Catering Permit	APPROVED	1/15/2025 11:11
Metztli Mexican Taqueria LLC	25-0005	Alcohol Catering Permit	APPROVED	1/23/2025 16:52
Cuevas	4069463	Child Care Worker Certification	APPROVED	1/21/2025 13:46
Robinson	9557866	Door-to-Door Sales	DENIED by Police Dept 4-8-6-(D)	1/30/2025 14:01
Whitaker	2584476	Door-to-Door Sales	APPROVED	1/24/2025 14:25
Burton	1921098	Child Care Worker Certification	APPROVED	1/24/2025 11:27
Soiled Dove	24-0004	Alcohol Catering Permit	APPROVED	1/24/2025 8:52
Gilstrap	2976187	Child Care Worker Certification	APPROVED	1/24/2025 14:08
Wray	6117567	Door-to-Door Sales	APPROVED	1/29/2025 10:30
Soiled Dove	25-0003	Alcohol Catering Permit	APPROVED	1/24/2025 8:53
Hansen	8148005	Child Care Worker Certification	APPROVED	1/31/2025 15:34
New Fords Bar	25-0006	Alcohol Catering Permit	APPROVED	1/24/2025 8:54
Metztli Mexican Taqueria LLC	25-0007	Alcohol Catering Permit	APPROVED	1/24/2025 10:02
Sonnenberg	7165033	Child Care Worker Certification	APPROVED	1/31/2025 15:13
Anderson	3355255	Child Care Worker Certification	APPROVED	1/31/2025 16:31
Walton-Moreida	89663	Public Transportation Operator	APPROVED	1/24/2025 15:03
Sperry	6517164	Public Transportation Operator	APPROVED	1/28/2025 14:26
Bee's Knees Pub & Catering Co.	25-0009	Alcohol Catering Permit	APPROVED	1/30/2025 14:48
Soiled Dove	25-0008	Alcohol Catering Permit	APPROVED	1/30/2025 14:55
City Bagels & Bakery	6663041	Alcohol Catering Permit	DENIED- Not in city limits	1/31/2025 14:31

2025 January Business license Renewals (Excludes Contractors)

Entity Name	Permit Type	Permit Number	Final Review Date	Final Review Status
Omas Daycare Cottage & Little Light Pre	Child Care Facility	9364	1/23/2025 0:00	APPROVED
Bighorn Auction Co.	Other Business License	2970	1/17/2025 0:00	APPROVED
Thunder Italian Ice	Other Business License	6130	1/24/2025 0:00	APPROVED
Play It Again Sports	Other Business License	5613	1/24/2025 0:00	APPROVED
Morrow	Public Transportation Operator	5965	1/13/2025 0:00	APPROVED
Harrigfeld	Public Transportation Operator	5662	1/23/2025 0:00	APPROVED
Stephens	Additional Dog License	8131	1/7/2025 0:00	APPROVED
Rushton	Public Transportation Operator	8257	1/24/2025 0:00	APPROVED
GREGORY JR., JOHN	Public Transportation Operator	8250	1/22/2025 0:00	APPROVED
Wharton	Additional Dog License	9774	1/17/2025 0:00	APPROVED
Philly Dawgs	Other Business License	9660	1/17/2025 0:00	APPROVED
FLETCHER, MICHELLE	Additional Dog License	10502	1/24/2025 0:00	APPROVED
WAGNER, MICHAEL D.	Public Transportation Operator	10841	1/2/2025 0:00	APPROVED
Searcy	Additional Dog License	10959	1/2/2025 0:00	APPROVED
Hymas	Additional Dog License	4852003	1/17/2025 0:00	APPROVED
Magnuson	Additional Dog License	1428796	1/24/2025 0:00	APPROVED
Westcoast Tree Care Inc	Other Business License	1109990	1/24/2025 0:00	APPROVED
Bunde	Additional Dog License	268318	1/17/2025 0:00	APPROVED
Fell	Additional Dog License	3504277	1/28/2025 0:00	APPROVED
Cunningham	Public Transportation Operator	6055351	1/13/2025 0:00	DENIED by Police Dept 4-15-16(B) (dd)
Tropical Sno	Other Business License	1006628	1/24/2025 0:00	APPROVED
Annis	Public Transportation Operator	6760889	1/24/2025 0:00	APPROVED
Kindred	Additional Dog License	1027928	1/24/2025 0:00	APPROVED
Revival Games	Other Business License	9146085	1/24/2025 0:00	APPROVED
Pope	Additional Dog License	2035495	1/14/2025 0:00	APPROVED
Steele	Additional Dog License	6074352	1/14/2025 0:00	APPROVED
Johnson	Additional Dog License	8469212	1/17/2025 0:00	APPROVED
Rollins	Additional Dog License	2306931	1/24/2025 0:00	APPROVED
Parsons	Additional Dog License	7402911	1/14/2025 0:00	APPROVED
Jones	Additional Dog License	1836103	1/17/2025 0:00	APPROVED
Warnick	Additional Dog License	1974894	1/13/2025 0:00	APPROVED
Spatig	Additional Dog License	2624708	1/7/2025 0:00	APPROVED

Contractor Licenses Issued January 2025

License Number	Contact Name	Company Name	Issued Date	Expiration Date
1215	Shara Hawke	J and S Construction Company	01/02/2025	01/02/2026
1454	Thomas R Tibbitts	Professional Builders Inc	01/02/2025	01/02/2026
1599	Diego Acevedo	Acevedos Roofing LLC	01/02/2025	01/02/2026
PWEC21-028	Kyle Roach	Kyle Roach	01/02/2025	01/02/2028
PWEC16-056	Don Ormond	Don Ormond	01/02/2025	01/02/2028
PWEC22-008	Tommy Sessions	Tommy Sessions	01/02/2025	01/02/2028
PWEC21-002	Shay Moon	Shay Moon	01/02/2025	01/04/2028
PWEC22-002	Chancey Sessions	Chancey Sessions	01/02/2025	01/02/2028
1018	Don Ormond	Ormond Builders Inc	01/02/2025	01/02/2026
BLDC21-057	Thomas Osterhoudt	Homey Basements	01/02/2025	06/17/2025
3208	Jessica Atwood	Olson Backhoe Service	01/03/2025	01/03/2026
PWRW18-004	Toye Virgil	DDR Contractor LLC	01/06/2025	01/06/2026
PWRW21-001	Rick Bieker	BD Hauling Inc	01/06/2025	01/06/2026
3428	Danny Buckland	Buckland Concrete Inc	01/06/2025	01/06/2026
BLDC17-036	Juan Perez Diaz	Troncoso Roofing Specialist	01/06/2025	01/06/2026
BLDC17-028	Vincent Cline	J E Dunn Construction Company	01/06/2025	01/06/2026
BLDC18-064	Douglas G Keller	Keller LLC	01/06/2025	01/06/2026
BLDC17-031	Bill Conant	Dream Room Design	01/06/2025	01/06/2026
BLDC17-039	Torry McAlvain Jr.	McAlvain Construction Inc	01/06/2025	01/06/2026
BLDC18-009	Jordan Williams	Nations Roof Mountain LLC	01/06/2025	01/06/2026
BLDC19-045	Josh Stephens	Park and Recreation Department	01/06/2025	01/06/2026
4283	Mark Adolfson	Seasons West	01/06/2025	01/06/2026
1455	Neil Nelson	Engineered Structures Inc	01/07/2025	01/07/2026
BLDC22-004	Guillermo Ruvalcaba	TOPNOTCH1 Construction, Inc	01/07/2025	01/07/2026
PWRW17-011	Seth Johnson	Sethco Inc	01/07/2025	01/07/2026
4082	Tate Landon	Tates Services	01/09/2025	01/09/2026
4424	Gary Farnese	Knife River Corporation Mountain West	01/09/2025	01/09/2026
LBC24-065	Kaleb Mattingly	FOUR PEAK HOMES LLC	01/09/2025	01/09/2026
1138	Teagon Smith	Diamond T Landscape and Construction LLC	01/09/2025	01/09/2026
BLDC23-053	Rachelle Bonneville	Adair Homes Inc	01/09/2025	01/09/2026
PWRW22-018	Burke Gee	KJ Hauling	01/09/2025	01/09/2026
LBC25-003	jeffrey smith	Flash Retail Services Inc	01/10/2025	01/10/2026
BLDC22-006	Joseph Sale	Alpine Builders LLC	01/13/2025	01/13/2026
1445	Curt Wells	Curt Wells Construction	01/13/2025	01/13/2026
PWRW16-013	Miguel Rodriguez	Orellana Trucking LLC	01/13/2025	01/13/2026
BLDC21-066	Casey Langley	Langley Painting LLC	01/14/2025	01/14/2026
4305	Dick Hill	Hill and Son Excavating LLC	01/16/2025	01/16/2026
2605	Kenny McCowin	BECO Construction Company Inc	01/17/2025	01/17/2026
1555	Justin Moedl	Moedl Construction LLC	01/21/2025	01/21/2026
2832	Michael Billings	Mico Construction	01/21/2025	01/21/2026
1347	Harold Graham	Precision Siding and Construction Co	01/21/2025	01/21/2026
LBC25-009	Rachel Telford	Teton Metal Fabrication LLC	01/22/2025	01/22/2026
LBC25-010	Brandon Baker	Elite Roofing Inc	01/22/2025	01/22/2026
BLDC16-019	Arland Miller	Outwest Barns LLC AKA Old Hickory Shed	01/22/2025	01/22/2026
LBC25-005	Travis Morris	Hamlet Homes IV Corporation	01/22/2025	01/22/2026

BLDC21-052	Brandon Green	Affordable Awnings and Sunrooms	01/22/2025	01/19/2026
BLDC17-030	Chancey Sessions	Phi Carpentry	01/23/2025	01/23/2026
1112	Rick Skidmore	Skidmore Inc	01/24/2025	01/24/2026
1199	Mike Clements	Bateman Hall Inc	01/27/2025	01/27/2026
1866	Shirley Sager	Sager Sign Arts	01/27/2025	01/27/2026
LBC25-001	Kerin Bouslaugh	Daco Corporation	01/27/2025	01/27/2026
1219	Michael Billings	Mico Construction	01/27/2025	01/27/2026
1567	Carlo Wilson	Wilson Roofing Inc	01/27/2025	01/27/2026
1259	Bill Woods	Valley Drywall Inc	01/27/2025	01/27/2026
BLDC20-009	Matthew Hillman	Hillman Construction LLC	01/27/2025	01/27/2026
3652	Greg Bybee	Bybee Excavating LLC	01/28/2025	01/28/2026
1702	David Dexter	Shadeworks Inc	01/28/2025	01/28/2026
1531	Wes Mills	WLM Construction LLC	01/28/2025	04/19/2025
1002	Randy Bird	Bird Brothers Construction Inc	01/29/2025	01/29/2026
PWEC16-020	Anna Sparrell	Anna Sparrell	01/29/2025	01/29/2028
PWEC19-024	Corey Finn	Corey Finn	01/29/2025	12/31/2027
PWEC16-001	Kerry Adolfson	Kerry Adolfson	01/30/2025	12/31/2027
PWEC19-003	Jaramie Magera	Jaramie Magera	01/30/2025	12/31/2027
PWEC22-001	Josh Vorwaller	Josh Vorwaller	01/30/2025	12/31/2027
1615	EN	TOM STUART CONSTRUCTION	01/30/2025	01/30/2026
1222	Shawn Frederickson	Frederickson Construction Inc	01/31/2025	01/31/2026
BLDC16-021	Karen Staser	K Designers	01/31/2025	01/31/2026

Memorandum

File #: 25-156

City Council Meeting

FROM: Wade Sanner, Director
DATE: Tuesday, February 18, 2025
DEPARTMENT: Community Development Services

Subject

Final Plat and Reasoned Statement of Relevant Criteria and Standards, CCW Express Broadway, First Amended.

Council Action Desired

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

1. Accept or Approve the Final Plat for CCW Express Broadway, First Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for CCW Express Broadway, First Amended and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for CCW Express Broadway, First Amended. The Planning and Zoning Commission considered this item at its November 12, 2024, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.

Alignment with City & Department Planning Objectives



A successful Plat should be consistent with the Comprehensive Plan and Zoning Ordinance, which includes policies and goals related to Growth, Sustainability, Transportation, and Livable Communities.

Interdepartmental Coordination

The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, as well as the Water, Planning, Wastewater, and Engineering/Survey Divisions.

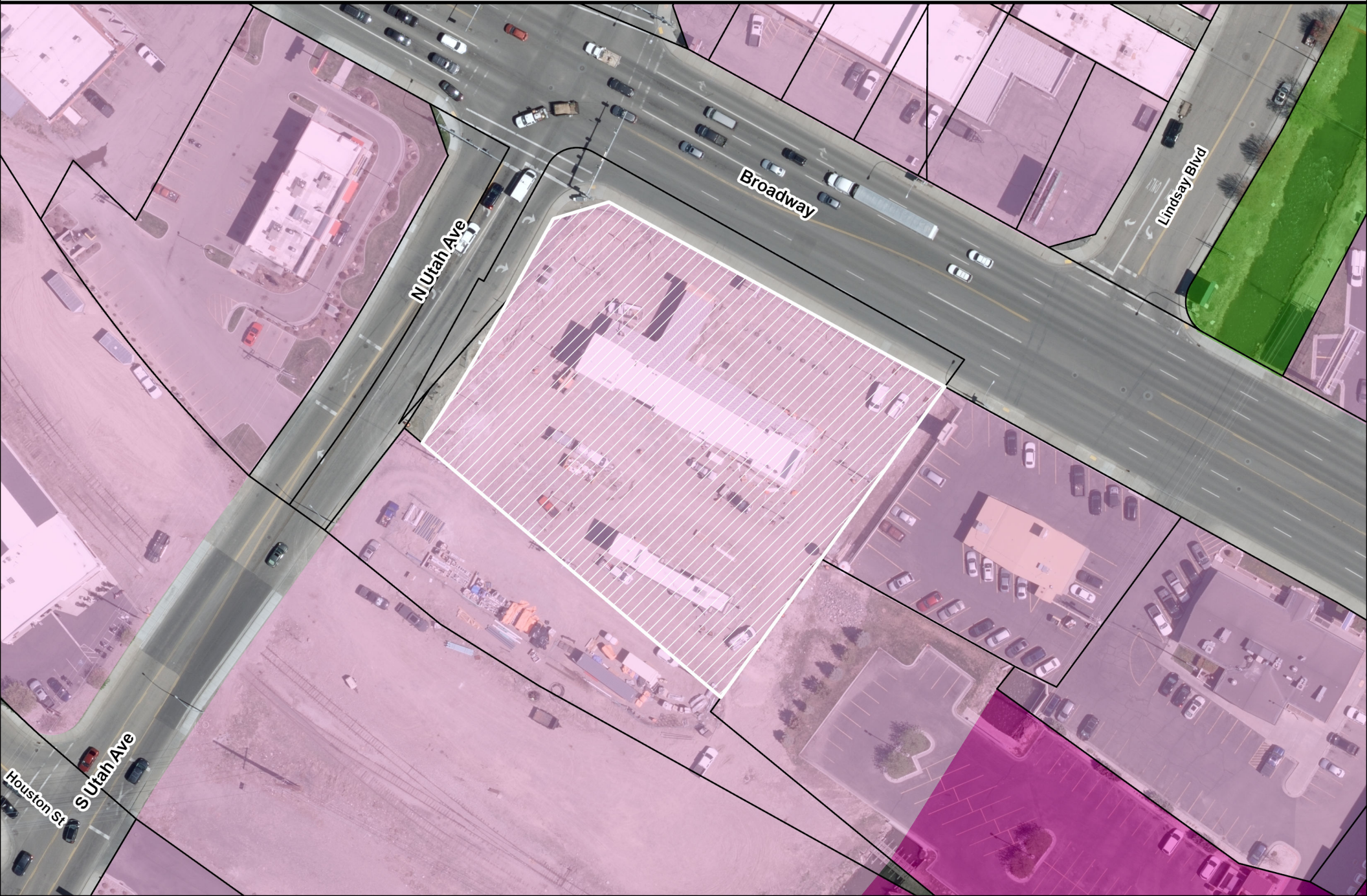
Fiscal Impact

NA

Legal Review

This application has been reviewed by the Legal Department and is consistent with applicable law.

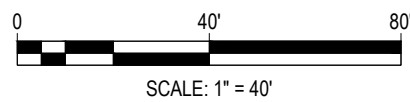
RE	R1	TN	R3	PB	LC	R&D	I&M
RP	R2	RMH	R3A	CC	HC	LM	P





CCW EXPRESS BROADWAY FIRST AMENDED

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, BEING A RE-PLAT
OF LOT 1, BLOCK 1 OF CCW EXPRESS BROADWAY, LOCATED IN THE NE ¼ OF
SECTION 24, T.2N., R.37E., B.M.,



LEGEND

	FOUND 5/8" REBAR WITH CAP STAMPED - P.L.S. 12457 OR AS OTHERWISE NOTED
	SET 5/8" REBAR WITH PLASTIC CAP - P.L.S. 19961
	SET 1/2" REBAR WITH PLASTIC CAP - P.L.S. 19961
	PLSS CORNER
	CALCULATED POINT; NOTHING SET
	SUBDIVISION BOUNDARY LINE
	BOUNDARY LINE/LOT LINE
	STREET CENTERLINE
	SECTION LINE
	TIE LINE
	EXISTING EASEMENT (AS NOTED)
	P.O.B.
	P.U.E.
	P.S.E.
	SF
	AC
	CP&F

REFERENCE SURVEYS

R1 - RECORD OF SURVEY FOR IDAHO TRANSPORTATION DEPT.
INSTRUMENT NO. 1404241

R2 - CCW EXPRESS BROADWAY INSTRUMENT NO. 1731601

R3 - RECORD OF SURVEY FOR STEVE WACKERLI INSTRUMENT NO.
1702919

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO REPLAT LOT 1, BLOCK 1 OF CCW EXPRESS BROADWAY, INSTRUMENT NO. 1731601, INTO LOTS AS SHOWN HEREON.

THE EXTERIOR BOUNDARY WAS ESTABLISHED FROM RECORD MEASUREMENTS AND FOUND MONUMENTS AS SHOWN AND AS DESCRIBED ON THE ORIGINAL PLAT OF CCW BROADWAY EXPRESS. THE ADDITION OF A LINE SPLITTING INTO TWO LOTS WAS ESTABLISHED ALONG EXISTING IMPROVEMENTS PURSUANT TO THE OWNER'S REQUEST.

BASIS OF BEARING

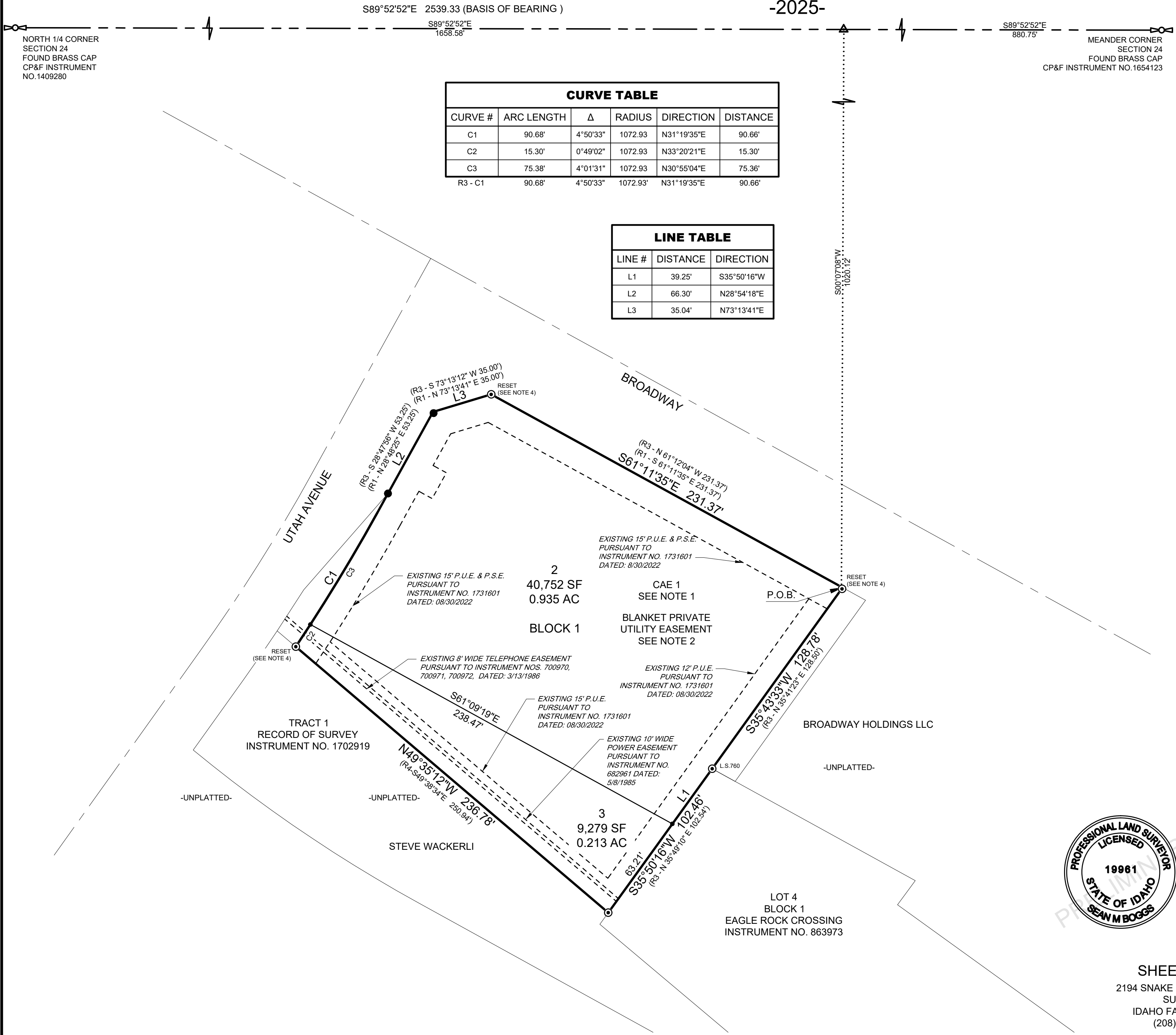
THE BEARING ALONG THIS LINE IS THE BASIS FOR ALL OTHER BEARINGS LISTED ON THIS SURVEY. THIS BEARING RELATES DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004", WHICH IS DERIVED FROM IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277265 FOR A GRID TO GROUND CONVERSION, [REFERENCE FRAME NAD_83(2011), EPOCH 2010.0000]. THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MEDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

NOTES

- LOTS 2 AND 3 AND THE PROPERTY DIRECTLY COINCIDENT AND ADJOINING TO THE SOUTH HAVE A BLANKET CROSS-ACCESS EASEMENT FOR FIRE AND EMERGENCY RESPONDERS AS DESCRIBED BY THE OWNER'S DEDICATION AS CROSS-ACCESS EASEMENT No. 1 (CAE1) DEDICATED BY THIS PLAT.
- LOTS 2 AND 3 HAVE A BLANKET PRIVATE UTILITY EASEMENT AS DESCRIBED BY THE OWNER'S DEDICATION AS PRIVATE UTILITY EASEMENT DEDICATED ON THIS PLAT.
- LOT 2 PROVIDES FOR THE BENEFIT OF LOT 3 A NON-EXCLUSIVE EASEMENT TO UTILIZE TWO (2) PARKING STALLS LOCATED ON LOT 2 FOR EMPLOYEE PARKING, INCLUDING INGRESS AND EGRESS RIGHTS TO AND FROM SUCH PARKING STALLS.
- MONUMENTS SET ON ORIGINAL PLAT WERE DESTROYED DURING CONSTRUCTION. SURVEYOR PLS 12457 RESET SAID MONUMENTS AS SHOWN HEREON PRIOR TO THE PREPARATION OF THIS PLAT.

SHEET 1 of 2

2194 SNAKE RIVER PARKWAY
SUITE 210
IDAHO FALLS, ID 83402
(208) 522-1223



CCW EXPRESS BROADWAY FIRST AMENDED

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, BEING A RE-PLAT
OF LOT 1, BLOCK 1 OF CCW EXPRESS BROADWAY, LOCATED IN THE NE ¼ OF
SECTION 24, T.2N., R.37E., B.M.,
-2025-

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT CCW EXPRESS BROADWAY FIRST AMENDED, WAS FILED IN
THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO.

BONNEVILLE COUNTY RECORDER

DATE:



TREASURER'S CERTIFICATE

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF BONNEVILLE, STATE OF IDAHO,
PURSUANT TO THE REQUIREMENTS OF I.C. §50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY
TAXES DUE FOR THE PROPERTY INCLUDED IN THE BOUNDARY DESCRIPTION SHOWN HEREON ARE CURRENT.

BONNEVILLE COUNTY TREASURER

DATE:

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY I.C. §50-1326 HAVE BEEN SATISFIED BASED ON DEPARTMENT OF
ENVIRONMENTAL QUALITY REVIEW AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE
CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS.
WATER AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY
RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH I.C. §50-1326, BY THE ISSUANCE OF A CERTIFICATE
OF DISAPPROVAL.

EASTERN IDAHO PUBLIC HEALTH DISTRICT

ENVIRONMENTAL HEALTH SPECIALIST, REHS

DATE:

IRRIGATION WATER RIGHTS RELEASE

WATER RIGHTS AND ASSESSMENT OBLIGATIONS ARE NOT APPURTENANT TO THE LANDS INCLUDED WITHIN
THIS PLAT. LOTS WITHIN THIS SUBDIVISION WILL NOT RECEIVE A WATER RIGHT.

CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED AND THE GRANTS AND DEDICATIONS ARE
HEREBY ACCEPTED BY THE CITY COUNCIL OF IDAHO FALLS ADOPTED THIS _____ DAY OF
_____, 202__.

MAYOR

CITY CLERK

CITY ENGINEER

CHRIS CANFIELD, PE 10551

CITY SURVEYOR

KENNETH BALDWIN ROBERTS, PLS 9755

EXAMINING SURVEYOR'S CERTIFICATE

I CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO AND THAT I HAVE
EXAMINED THIS PLAT AND FIND THAT IT COMPLIES WITH I.C. §50-1305.

BONNEVILLE COUNTY SURVEYOR, DAVID DOUGLAS ROMRELL P.L.S. NO. 12223

DATE :

BOUNDARY DESCRIPTION

LOT 1, BLOCK 1 AS SHOWN ON CCW EXPRESS BROADWAY INSTRUMENT NO 1731601, LOCATED
IN NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 37 EAST, BOISE
MERIDIAN, BONNEVILLE COUNTY, IDAHO.

SAID PARCEL CONTAINING 1.148 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, SEAN M. BOGGS, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE
STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS
SUBDIVISION, DESIGNATED AS CCW EXPRESS BROADWAY FIRST
AMENDED, WAS MADE UNDER MY DIRECTION, AND THAT SAID
SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS
PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING
PLAT AS DESCRIBED HEREON.



DRINKING WATER SYSTEM CERTIFICATE

PURSUANT TO I.C. §50-1334, THE OWNER DOES HEREBY, CERTIFY THAT ALL LOTS SHOWN ON THIS PLAT ARE
ELIGIBLE TO RECEIVE WATER FROM THE CITY OF IDAHO FALLS MUNICIPAL WATER SYSTEM, AND SAID CITY HAS
AGREED IN WRITING TO PROVIDE CULINARY WATER SERVICE TO SAID LOTS PURSUANT TO THE PROVISIONS OF
TITLE 8, CHAPTER 4, OF THE IDAHO FALLS CITY CODE AS AMENDED FROM TIME TO TIME.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SET ITS SIGNATURE THIS _____ DAY OF _____, 202__.

CCW BROADWAY, LLC, AN IDAHO LIMITED LIABILITY COMPANY

BY:

MATT CARDON, PRESIDENT

ACKNOWLEDGMENT

STATE OF _____)

_____)SS.

COUNTY OF _____)

ON THIS _____ DAY OF _____, 202__, BEFORE ME THE UNDERSIGNED, A
NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED MATT CARDON, KNOWN OR
IDENTIFIED TO ME, TO BE THE PRESIDENT OF THE LIMITED LIABILITY COMPANY OF CCW
BROADWAY, LLC, AN IDAHO LIMITED LIABILITY COMPANY, AND THE PERSON WHO SUBSCRIBED
SAID LIMITED LIABILITY COMPANY'S NAME TO THE FOREGOING OWNER'S DEDICATION, AND THE
DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE
SAME IN SAID LIMITED LIABILITY COMPANY'S NAME AS A PERSON AUTHORIZED TO BIND SUCH
LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE
DAY AND THE YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR THE STATE OF _____

RESIDING AT: _____

COMMISSION EXPIRATION DATE: _____

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED CCW BROADWAY.LLC, AN IDAHO
LIMITED LIABILITY COMPANY, IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE
BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED
INTO BLOCKS, LOTS, AND STREETS, WHICH PLAT SHALL HEREFTER BE KNOWN AS CCW EXPRESS
BROADWAY FIRST AMENDED, A SUBDIVISION OF THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE
COUNTY, IDAHO.

BE IT FURTHER KNOWN, THAT OWNER DOES HEREBY DEDICATE GRANT AND CONVEY TO THE PUBLIC,
ALL STREETS AND RIGHT-OF-WAYS SHOWN HEREON, THAT OWNER ALSO DOES HEREBY GRANT AND
CONVEY TO THE CITY OF IDAHO FALLS ALL PUBLIC EASEMENTS FOREVER AS IRREVOCABLE PERMANENT
NON-EXCLUSIVE PUBLIC EASEMENTS AS SHOWN AND DESCRIBED HEREON.

OWNER DOES HEREBY GRANT AND CONVEY TO LOTS 2 AND 3 OF BLOCK 1, AND TO THE PROPERTY
DIRECTLY COINCIDENT AND ADJOINING TO THE SOUTH A BLANKET PRIVATE CROSS-ACCESS EASEMENT
UPON, OVER, AND ACROSS THE DRIVEWAYS, DRIVE THROUGH LANES, AND SIDEWALKS AS THEY MAY BE
AMENDED OR RE-ROUTED FROM TIME TO TIME AND STILL COMPLIANT WITH THE INTERNATIONAL FIRE
CODE §503 AS IT IS AMENDED FROM TIME TO TIME, AND AS ADOPTED BY THE CITY OF IDAHO FALLS,
IDAHO AND LABELED AS CAE 1, THE SAID PRIVATE CROSS-ACCESS EASEMENT IS GRANTED BY THE
MUTUAL CONSENT AND AGREEMENT BETWEEN THE PARTIES, THE ADEQUACY AND RECEIPT OF WHICH
IS HEREBY ACKNOWLEDGED, THAT THE OWNER ALSO DOES HEREBY GRANT, BARGAIN, AND CONVEY TO
THE OWNER OF SAID LOTS HEREFTER REFERRED TO AS, BENEFITED CAE HOLDERS, THEIR LICENSEES,
INVITEES, AGENTS, SUCCESSORS, AND ASSIGNS, THE FULL AND FREE RIGHT FOR SAID BENEFITED CAE
HOLDER AND SAID BENEFITED CAE HOLDER'S TENANTS, INVITEES, LICENSEES, AND VISITORS TO THE
PRIVATE CROSS-ACCESS AGREEMENTS DESCRIBED HEREIN IN COMMON WITH ALL PERSONS
DESIGNATED TO HAVE A LIKE RIGHT AT ALL TIMES HEREFTER, FOR INGRESS AND EGRESS AND
VEHICULAR ACCESS, AND A PERPETUAL EASEMENT FOR ROADWAY PURPOSES, ON AND ACROSS THE
PROPERTY, EXCEPT FOR PARKING, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY
OF IDAHO FALLS FOREVER A NON-EXCLUSIVE IRREVOCABLE EASEMENT FOR RIGHT-OF-WAY FOR
EMERGENCY VEHICLES AND EMERGENCY RESPONDERS, ACROSS SAID BLANKET PRIVATE CROSS-ACCESS
EASEMENT AREA.

OWNER DOES HEREBY GRANT AND CONVEY TO LOTS 2 AND 3 OF BLOCK 1, A PRIVATE UTILITY
EASEMENT OVER, UNDER, THROUGH, AND ACROSS THE LOTS FOR THE INSTALLATION, OPERATION,
FLOW, PASSAGE, USE, MAINTENANCE, CONNECTION, REPAIR, RELOCATION, REMOVAL, AND
REPLACEMENT OF SANITARY SEWER LINES, WATER LINES, IRRIGATION LINES, GAS LINES, ELECTRIC,
TELEPHONE, INTERNET AND CABLE AND RELATED APPURTENANCES, SUBJECT TO THE WRITTEN
APPROVAL OF THE PARCEL OWNER.

OWNER, OR ITS HEIRS, SUCCESSORS OR ASSIGNS, AGREE THEY WILL CONSTRUCT NO PERMANENT
STRUCTURE WITHIN OR UPON ANY PUBLIC EASEMENT SHOWN HEREON, AND THE CITY OF IDAHO FALLS
AND ITS SUCCESSORS, ASSIGNS, PERMITTEES OR LICENSEES SHALL ALSO HAVE THE RIGHT TO REMOVE,
CUT OR TRIM ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANT WHICH MAY INJURE OR
INTERFERE WITH THE USE THEREOF FOR ITS INTENDED PURPOSES, AND CITY OF IDAHO FALLS SHALL
HAVE THE RIGHT, TO REMOVE ANY OBSTRUCTIONS ON SAID CROSS-ACCESS EASEMENT WHICH MAY
INJURE OR INTERFERE WITH THE CITY OF IDAHO FALLS' USE THEREOF, SUCH RIGHT OF REMOVAL MAY
BE EXERCISED WITHOUT PRIOR NOTICE TO OWNER OR OWNER'S HEIRS, SUCCESSORS, OR ASSIGNS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS FURTHER AGREE THAT THEY SHALL NOT PLANT ANY
TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANTS WHICH MAY HINDER THE SAFE AND EFFICIENT
UTILIZATION OF SAID EASEMENTS.

OWNER OR IT'S HEIRS, SUCCESSORS OR ASSIGNS, FURTHER AGREE THAT THEY SHALL CONSTRUCT NO
STRUCTURES OR MAINTAIN ANY OBSTRUCTIONS ON SAID CROSS-ACCESS EASEMENTS, INCLUDING BUT
NOT LIMITED TO GATES, BARRIERS, OR VEHICLES OF ANY TYPE.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS, FURTHER AGREE TO MAINTAIN THE SAID
CROSS-ACCESS EASEMENTS AND TO REMOVE SNOW PURSUANT TO THE REQUIREMENTS OF THE
INTERNATIONAL FIRE CODE §503 AS IT IS AMENDED FROM TIME TO TIME, AND AS ADOPTED BY THE
CITY OF IDAHO FALLS, IDAHO.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS HEREBY RELEASES THE CITY OF IDAHO FALLS AND ITS
SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES FROM ANY CLAIM FOR DAMAGES, BASED UPON
CONCEALED OR UNDISCLOSED PRIVATE IMPROVEMENTS CONSTRUCTED OR PERMITTED TO BE
CONSTRUCTED BY OWNER OR ITS SUCCESSORS OR ASSIGNS WITHIN ANY PUBLIC EASEMENTS,
SUBSEQUENT TO RECORDING THIS SUBDIVISION, THAT MAY BE INCURRED AS A RESULT OF THE CITY OF
IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES ORDINARY USE OF THE PUBLIC
EASEMENTS WITH DUE CARE.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS DO HEREBY WARRANT AND SHALL DEFEND SUCH
DEDICATION AND CONVEYANCES IN THE QUIET AND PEACEFUL POSSESSION OF THE PUBLIC OR THE
CITY OF IDAHO FALLS, AS THE CASE MAY BE, AGAINST SAID OWNER AND ITS HEIRS, SUCCESSORS AND
ASSIGNS, AND AGAINST EVERY PERSON WHOMSOEVER WHO LAWFULLY HOLDS OR WHO LATER
CLAIMS TO HAVE LAWFULLY HELD ANY RIGHTS IN SAID ESTATE AS OF THE DATE HEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SUBSCRIBED ITS SEAL AND SIGNATURE THIS
_____ DAY OF _____, 202__.

CCW BROADWAY.LLC, AN IDAHO LIMITED LIABILITY COMPANY

MATT CARDON, PRESIDENT

SHEET 2 of 2

2194 SNAKE RIVER PARKWAY
SUITE 210
IDAHO FALLS, ID 83402
(208) 522-1223



Horrocks.

STAFF REPORT FINAL PLAT CCW Express Broadway First Amended February 27, 2025  Community Development Services	
Applicant: Horrocks Engineering Owner: CCW Broadway, LLC Project Manager: Naysha Foster Location: Generally located north of Houston St, east of Utah Ave, south of Broadway, and west of the Snake River. Size: Approximately 1.148 acres Lots: 2 Existing Zoning: Site: HC North: HC South: HC East: HC West: HC Existing Land Uses: Site: Commercial North: Commercial South: Commercial East: Commercial West: Commercial Future Land Use Map: Mixed Use Centers and Corridors Attachments: 1. Subdivision and Zoning Ordinance Requirements 2. Maps and aerial photos 3. Final Plat	Requested Action: To approve the Final Plat for CCW Express Broadway First Amended. History: This property was annexed into the City in 1940. It was originally platted as the Clay Subdivision in 1910, platted as the Lindsay Addition in 1920 and most recently in 2022 as the CCW Express Broadway. The latest plat shows this property as 1 lot. The amended plat application was submitted on October 2, 2024. A site plan for the Rubber Ducky Carwash and Thirst Burst was approved in September of 2022 and construction of the site was completed in 2023. Staff Comments: The final plat includes 2 lots on approximately 1.148 acres. Lot 1 is approximately 0.935 acres and will consist of the carwash and vacuum stalls. Lot 2 is approximately 0.213 acres and will consist of the Thirst Burst. Lot 1 will maintain the access from both Utah and Broadway, major arterials. The 2 lots will be accessed with a cross-access agreement from lot 1. Lot 2 has a shared parking agreement from with lot 1 for the employees of the Thirst Burst. The purpose of the amended plat is so that the businesses can be sold on their own individual lots. The HC zone does not have minimum or maximum lot sizes or minimum frontage widths. Minimum and maximum block lengths do not apply for Commercial developments. The property is being platted so that the existing buildings will comply with the setbacks in the HC zone. Staff Recommendation: Staff has reviewed the final plat and finds that it is consistent with the Comprehensive Plan and complies with the Subdivision and Zoning ordinances. Staff and the Planning and Zoning Commission recommend approval of the final plat.

Subdivision Ordinance: Boxes with an “X” indicated compliance with the ordinance.

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	N/A
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	N/A
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	X
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	N/A
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	N/A
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	N/A
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	N/A
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	No new streets.

Zoning Ordinance:

11-3-5: PURPOSE OF COMMERCIAL ZONES

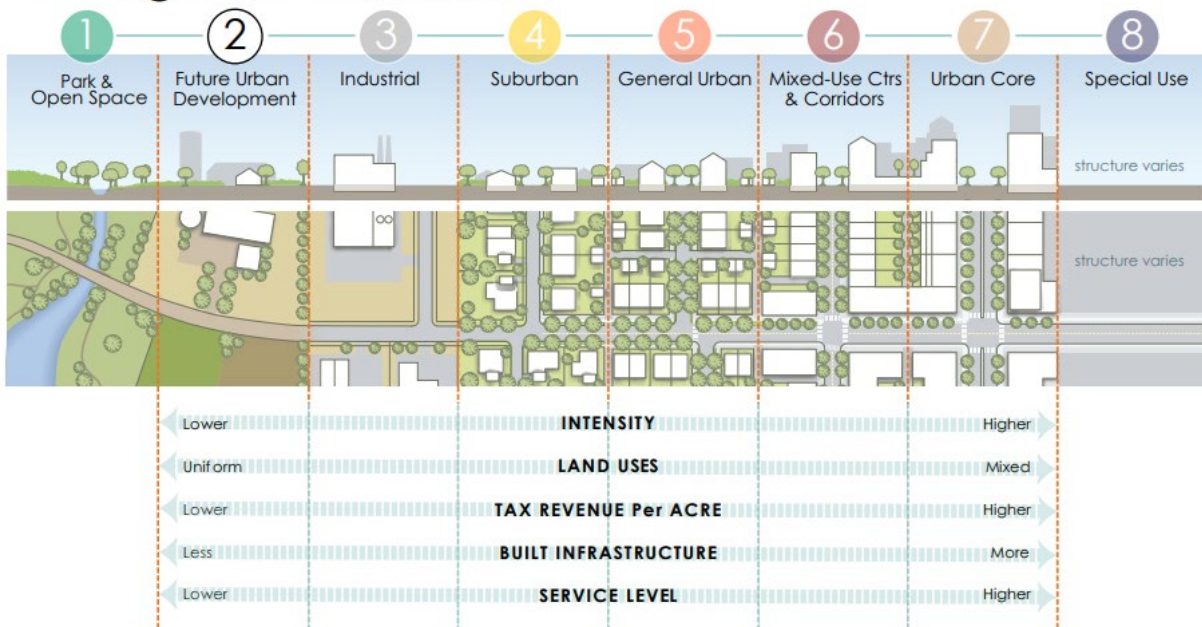
(D) HC Highway and General Commercial Zone. This zone provides a commercial zone for retail and service uses serving the traveling public. Characteristics of the Zone are buildings set back from the right-of-way line to promote safety on the highway and maintain maximum use of highway right-of way for travel purposes, and a wide variety of architectural forms and shapes. This Zone should be located at specific locations along highways leading into the City.

Table 11-3-5: Dimensional Standards for Commercial Zones

	CC	PB	LC	HC
Site width at front setback - Minimum in ft.		50	*	
Setbacks – Minimum in ft.				
Front		20	20*	20
Side			*	
Rear			*	
Landscape buffer contiguous to street* in ft.	7*	15	20*	20*
Landscape buffer contiguous to a residential Zones* in ft.	10	10	20/10	30/10
Building height – Maximum in ft.		*	*	
Lot Coverage- Maximum in %		80	80	

Comprehensive Plan Land Use Transects: pg. 60-70

ImagineItF Transects





6. Mixed-Use Centers & Corridors

Snapshot: The Mixed-Use Centers and Corridors Transect denotes areas where people tend to shop, eat and gather. These areas include all housing types but generally at a more intense scale than other areas. These areas also include mixed-use buildings, recreation centers and commercial uses. Mixed-Use Centers and corridors may vary in scale from large, regional commercial centers with supportive housing to smaller commercial pockets called walkable centers that support a well-connected, walkable neighborhood.

Local examples: Northgate Mile and 1st Street corridors, Intersection of 65th South and 5th West, Intersection of Skyline and Broadway, Snake River Landing

November 12, 2024

7:00 p.m.

Planning Department

City Annex Council Chambers

MEMBERS PRESENT: Commissioners Glen Ogden, Dale Storer, Bill Scott, Forrest Ihler, Arnold Cantu, Matthew Meehan.

MEMBERS ABSENT: Marsha McDaniel.

ALSO PRESENT: Assistant Planning Director Kerry Beutler, David Peterson Planner, Naysha Foster Planner, Caitlin Long Planner, Jacob Beck, Esq, City Attorney, and interested citizens.

CALL TO ORDER: Ogden called the meeting to order at 7:00 p.m.

Welcome New Member Matthew Meehan.

MINUTES: Scott moved to accept the minutes of October 1, 2024, Storer seconded the motion. The motion passed unanimously.

Business:

7. PLT 24-038: FINAL PLAT FOR CCW Express Broadway First Amended

Applicant: Justin Scott, Horrocks Engineering, 2184 Snake River Parkway, Idaho Falls, Idaho. Scott stated that this has a carwash and drink shop on this property and the amended plat will split the lot so that the carwash and drink shop are on separate lots. They are working on easements for utilities and cross-access easements.

Ogden asked for clarification on Lot 1. Scott stated that this originally was Lot 1 block 1, and now lots 2 and 3 exist from what Lot 1 was.

Foster presented the staff report, a part of the record.

Ihler stated that he doesn't like that there is a carwash on this property. Ihler stated that this is prime real estate and should be used for better business and residential. Ihler hopes to see a new zone for this area. Ihler feels that if this area stays HC they will continue to see more development like this on prime real estate. He wants this area preserved and better development encouraged.

Ihler moved to recommend to the Mayor and City Council approval of the Final Plat for CCW Express Broadway First Amended. Cantu seconded the motion. Ogden called for roll call vote: Cantu, yes; Scott, yes; Ihler, yes; Ogden, yes; Meehan, yes; Storer, yes. Motion passed unanimously

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE FINAL PLAT OF CCW EXPRESS BROADWAY FIRST AMENDED, GENERALLY LOCATED NORTH OF HOUSTON ST, EAST OF UTAH AVENUE, SOUTH OF BROADWAY, WEST OF THE SNAKE RIVER.

WHEREAS, the applicant filed an application for a final plat on October 2, 2024; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on November 12, 2024; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on February 27, 2025; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximately 1.148 acres of land located north of Houston St, east of Utah Ave, south of Broadway, west of the Snake River.
3. The final plat includes 2 developed lots.
4. Access to the subdivision lots come from Utah Ave and Broadway.
5. The plat complies with all requirements of the Subdivision Ordinance.
6. The proposed plat is consistent with the principles of the City's Comprehensive Plan and the HC, Highway Commercial Zone.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2025

Rebecca L. Noah Casper-Mayor

Memorandum

File #: 25-155

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, February 13, 2025
DEPARTMENT: Municipal Services

Subject

Firefighter Turnouts, Cooperative Purchasing Contract

Council Action Desired

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

Approve the purchase of firefighter turnouts from the Sourcwell cooperative purchasing contract 010424-LIO from SeaWestern Fire Fighting Equipment for a total of \$152,431.36 and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

This purchase is for protective ensemble firefighter wear used during emergency calls, known as “turnouts”. Turnouts play a vital role in protecting fire personnel against all the dangers of fire, smoke, cancer causing agents and other harmful materials and situations.

Alignment with City & Department Planning Objectives



- ☐
☐
☐
☐
☐
☒
☐
☐

This purchase supports the safety community-oriented result to provide safe and effective equipment for rapid response to emergency calls and situations.

Interdepartmental Coordination

The Fire Department concurs with the recommendation of the award.

Fiscal Impact

Funds to purchase the firefighter turnouts are located within the approved 2024/25 budget Fire Department equipment budget.

Legal Review

The Legal Department has reviewed Sourcwell Contract 010424-LIO and confirmed that it was awarded pursuant to a

competitive solicitation process and concurs that the Council action is authorized pursuant to Idaho Code § 67-2807.



January 6th, 2024

To Whom It May Concern,

Re: LION Authorized & Approved Distributor

SeaWestern Fire Fighting Equipment and LION have experienced a decades' long partnership in proudly supplying the fire service with the highest quality personal protective equipment. LION is grateful to the high energy and enthusiasm exhibited by the staff at SeaWestern. Their dedication to the highest standards of service and integrity has developed into their position as a distributor **for LION's NFPA compliant LION® brand Turnouts and other products to the municipal fire service market in Alaska, Colorado, Idaho, Utah, Oregon, Wyoming, Nevada, Arizona, California and Washington.**

SeaWestern maintains significant inventory and professional sales staff covering the entire region. LION provides state-of-the-art ergonomics in its V-Force® turnouts and true innovations such as Isodri®, Semper Dri™, Lite-N-Dri™ and Ventilated Trim™, responding to the needs of the fire service, with focus on metabolic stress reduction, durability, mobility and comfort.

Thank you for your consideration in choosing SeaWestern and LION for your personal protection requirements.

Sincerely,

Mike Morris

Mike Morris
Distribution Sales Manager
LION
206-399-3728
mmorris@shur-sales.com

**Solicitation Number: RFP #010424****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and LION First Responder PPE, Inc., 7200 Poe Avenue, Suite 400, Dayton, OH 45414 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Personal Protective Equipment with Related Equipment Cleaning from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires March 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

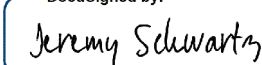
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

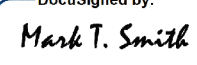
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

LION First Responder PPE, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/26/2024 | 11:35 AM CDT

DocuSigned by:

By: 5B7DDCBA48E84BD...
Mark T. Smith
Title: President LION Americas
Date: 3/26/2024 | 11:16 AM CDT

RFP 010424 - Firefighting PPE and Related Equipment Cleaning

Vendor Details

Company Name: LION First Responder PPE

Does your company conduct business under any other name? If yes, please state: LION

Address: 7200 Poe Avenue
Dayton, OH 45414

Contact: Melissa Kirk

Email: mkirk@lionprotects.com

Phone: 937-266-0869

Fax: 937-415-0869

HST#: 47-1845529

Submission Details

Created On: Wednesday November 29, 2023 14:37:26

Submitted On: Wednesday January 03, 2024 14:16:58

Submitted By: Melissa Kirk

Email: mkirk@lionprotects.com

Transaction #: 2031f132-8d6c-4ae7-8577-55ddeea9c4c6

Submitter's IP Address: 144.121.190.195

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	LION First Responder PPE, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	LION, LION Group, Inc., LION First Responder PPE, Inc., LION TotalCare, Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	LION, LION Group, Inc., LION First Responder PPE, Inc., LION TotalCare, Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	"LION Group Cage Code - 7FGF3, SAM - NCD6J71YMAQ5 LION First Responder PPE Cage Code - 7GLA7, SAM - CQ1EXX7T3KB9"
5	Proposer Physical Address:	7200 Poe Avenue, Suite 400, Dayton, Ohio 45414
6	Proposer website address (or addresses):	www.lionprotects.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mark T. Smith President, LION Americas 7200 Poe Avenue Suite 400 Dayton, Ohio 45414 513-535-7549
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Melissa Kirk Distribution Sales Manager 7200 Poe Avenue Dayton, Ohio 45414 mkirk@lionprotect.com 937-266-0869
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stefanie Theodor Sales Coordinator 7200 Poe Avenue Suite 400 Dayton, Ohio 45414 stheodor@lionprotects.com 937-415-2935

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	LION is a family owned, global business headquartered in Dayton, Ohio, that has been operating continuously since 1898. That stable family ownership means that we take the long-term approach to investment in the best people, new technology and systems. We are committed to covering first responders before, during and after the fire. Our LION brand is part of a larger organization called LION Group, Inc. that consists of three divisions: LION Americas, LION Europe, Middle East & Asia and LVI (LION-Vallen Industries, a joint venture that specializes in military and government supply chain solutions). We provide products, training or maintenance to nearly every major fire department in the United States. In firefighter turnout gear alone, we serve 7 of the 10 largest fire departments in the U.S., and 25 of the top 50. LION just recently celebrated 125 years of service. Please watch our celebration video to experience our company culture. LION: CELEBRATING 125 YEARS OF SERVICE (youtube.com) https://www.youtube.com/watch?v=-Zcl1JcSN3w LION makes the gear emergency service providers, civilian responders and militaries need to stay safe in the line of duty. We got our start at the end of the 19th century as a dry goods store in Dayton, Ohio. By 1941, we had received a commendation from Army Air Force Commanding General "Hap" Arnold, saluting the company for "outstanding services rendered to your government" after supplying the Army Air Force with electrically heated flying suits during World War II. Over

		the next two decades, we opened regional warehouses and had started operating in the firefighter station uniform market. In 1970, we moved into the firefighter turnout business – and we have never looked back. We actually coined the term “StationWear” and were the first company to develop digital training technology for the firefighting market. Today, we continue to deliver innovative, patented technology to the fire service market. We have a dedicated research and development staff that works with fire departments to generate (and evaluate) new product ideas. Real end users collaborate with us on wear trials and focus groups so we can deliver solutions that work for actual first responders like you. THE LION STORY LION is big enough to deliver on the largest contracts but small enough to care that every emergency responder and firefighter that uses our equipment gets the features they need to be safe and successful on every call. LION is the largest provider of training equipment and facilities for first responders, having built the last three largest first responder training facilities in the world. We also have a dedicated in house research and development team to understand the best solutions you need. We are Ready For Action. Before. During. And after. LION MISSION Each and every day we fulfill the personal safety, readiness, and identity needs of our customers worldwide. Our purpose is to keep first responders ready for action. LION CULTURE While remaining a family business, we have the organizational and financial resources to execute some of the largest uniform, personal equipment management, and training projects in the world, as well as the flexibility to tailor them to our customers' expectations. Our solutions are not “cookie cutter” ones. They are as individual and unique as your organization – and they are advanced. LION is the only company in the world in our industry with dedicated staff working on fundamental research, not gimmicks. LION CORE BELIEFS LION Leadership expects department leaders, employees and distribution partners to provide examples of living these core beliefs through their actions and service to our customers. Doing What We Promise We seek to do business with stakeholders who share our commitment to honesty, transparency, candor, and fun, as well as to action consistent with our core values — like us, they strive to win with integrity. Learning From Everything and Everyone We value curiosity and strong personal initiative in the pursuit of understanding our customers' needs and exceeding them. Respecting All People We harness diverse points of view and even conflict as useful sources of learning, innovation, and continuous improvement. Collaborating To Deliver Solutions We use teamwork and a commitment to do whatever it takes to deliver solutions. This is what fuels our operational excellence. Lasting internal and external partnerships based on trust, mutual respect, and collaboration are at the heart of Lion's success. Expecting Nothing Short of Excellence We understand that exceeding our customers' expectations demands leadership, diligent planning, skillful organizing, rapid decision making, training, and having the right tools — this is how we consistently and reliably achieve flawless execution. Being Good Corporate Citizens We extend our sense of leadership to the global communities in which we live and work — we are privileged to give back to those that give so much to us.	
11	What are your company's expectations in the event of an award?	To educate the first responder network on the benefits of cooperative purchasing and leverage the relationship and Sourcewell reputation as an industry cooperative purchasing leader and achieve competitive advantage to continue to protect first responders.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	LION First Responder PPE, Inc and LION TotalCare are wholly owned subsidiaries of LION Group, Inc. with total company sales of more than \$300M. LION Group, Inc. has positive cash flow and a strong balance sheet. Trade References attached.	*
13	What is your US market share for the solutions that you are proposing?	28-32%	*
14	What is your Canadian market share for the solutions that you are proposing?	35%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	LION has never petitioned for bankruptcy protection	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	LION is best described as a Manufacturer. LION sells through a network of Distribution Partners to deliver products and services. Distribution Partners are authorized annually through a Letter of Authorization. Distribution Partners invest in the partnership by employing Distribution Sales Representatives, investing in LION product for demonstration and attending LION University for product and process education.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	LION holds several licenses from supply chain partners to manufacture products and utilize their branding on the product (ex: WL Gore and Associates, DuPont, PBI)
18	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	LION holds the following certifications for various products in our product offering. NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting 29 CFR 1910, 1030 and CAL-OSHA Standard Title 8 Section 3406 Blood Borne Pathogen Requirements LION Product Offering: Various models of the following: Structural turnout coats, pants and coveralls. Proximity coats and pants. Structural gloves. Structural boots. Particulate blocking hoods. Structural helmets Proximity helmets NFPA 1951, Standard on Protective Ensembles for Technical Rescue LION Product Offering: TR51 coat and pants. Certified to the optional blood borne pathogen protection requirements. Versa Pro coat and pants. Single layer meeting base requirements. NFPA 1977, Standard on Protective Clothing and Equipment for Wildland Fire Fighting and Urban Interface Fire Fighting LION Product Offering: Versa Pro coat and pant NFPA 1999, Standard on Protective Clothing and Ensembles for Emergency Medical Operations 29 CFR 1910, 1030 and CAL-OSHA Standard Title 8 Section 3406 Blood Borne Pathogen Requirements LION Product Offering: TR51 coat and pants MedPro coat and pants MedPro High Vis also certified to ANSI 107 Bravo Multiple Use Glove NFPA 1975, Standard on Emergency Services Work Apparel LION Product Offering: Several styles of station work uniforms. Shirts and pants. NFPA 2500, Standard for Operations and Training for Technical Search and Rescue Incidents and Life Safety Rope and Equipment for Emergency Services (formerly NFPA 1983) LION Product Offering: Several models of Class II harnesses integrated with Structural Fire Fighting Pants NFPA 1992, Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies LION Product Offering: Several models of MT-94 Several models of ERS

NFPA 1994, Standard on Protective Ensembles for First Responders to Hazardous Materials Emergencies and CBRN Terrorism Incidents

LION Product Offering:
Several models of MT-94 – Class 2
Several models of ERS – Class 3

NFPA 1851, Standard on Selection, Care and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting

LION Service Offering:
Verified ISP for Cleaning, Inspection and Repair in 7 locations around the country. Verified for all fabric and moisture barriers.

Provide training modules for fire departments compliance with 1851.

NFPA 1855 Standard on Selection, Care and Maintenance of Protective Ensembles for Technical Rescue

LION Service Offering:

Verified ISP for Cleaning, Inspection and Repair in 7 locations around the country. Verified for all fabric and moisture barriers.

NFPA 1500, Standard on Fire Department Occupational Safety, Health, and Wellness
Lion Fire Academy offers online training to various portions of NFPA 1500.

NFPA 1001, Standard for Fire Fighter Professional Qualifications
Several staff members hold Professional Qualifications certifications.

NFPA 1402, Standard on Facilities for Fire Training and Associated Props

LION Product Offering:
Live fire and digital training props and facilities

NFPA 1403, Standard on Live Fire Training Evolutions

LION Product Offering:
Live fire training props

OSHA 2254, Training Requirements in OSHA Standards
Various products to support the training requirements in OSHA 2254

ISO 9001, Quality Management Systems – Requirements
All facilities producing PPE to NFPA standards are covered under LION's ISO 9001 registration (including subcontractors)

CTPAT: Customs Trade Partnership Against Terrorism
Certified partner

LION has Representation on the following committees acting as principal and alternate voting members. Our members are active participants on each committee providing input on requirements of the various standards.
Fire Service Occupational Safety (NFPA 1500, NFPA 1550, NFPA 1521, NFPA 1561)
Fire Service Training (NFPA 1407, NFPA 13E, NFPA 1410, NFPA 1404, NFPA 1408, NFPA 1401, NFPA 1400, NFPA 1451, NFPA 1403, NFPA 1405)
Emergency Responders Occupational Health (NFPA 1584, NFPA 1583, NFPA 1582, NFPA 1581, NFPA 1585, NFPA 1580)
Facilities for Fire Training and Associated Props (NFPA 1400, NFPA 1402)
Hazardous Materials Protective Clothing and Equipment (NFPA 1990, NFPA 1991, NFPA 1992, NFPA 1994, NFPA 1891)
Special Operations Protective Clothing and Equipment (NFPA 1975, NFPA 1983, NFPA 1953, NFPA 1951, NFPA 1952, NFPA 2500, NFPA 1855, NFPA 1950, NFPA 1955, NFPA 1858, NFPA 1857)
Structural and Proximity Firefighting Protective Clothing and Equipment (NFPA 1971, NFPA 1851, NFPA 1970, NFPA 1850)
Emergency Medical Services Protective Clothing and Equipment (NFPA 1999, NFPA 1950)
Fire and Emergency Services Protective Clothing and Equipment (correlating committee for PPE standards)
ASTM F23 Committee on Personal Protective Clothing and Equipment (Karen Lehtonen – former Chair)
ASTM E54 Commitete on Homeland Security Applications

19	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No suspensions or debarment apply to LION.	*
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
20	Describe any relevant industry awards or recognition that your company has received in the past five years	RedZone Contaminant Control Package LION remains the only manufacturer to offer a set of features in turnout gear that is verified by a third-party (UL) to show no ingress at turnout coat, pant, glove, boot interfaces and closures. In conjunction with Department of Homeland Security (DHS) Science and Technology Directorate (S&T) and in partnership with the North Carolina State University Textile Protection and Comfort Center (TPACC), LION developed a structural turnout with enhanced protection from hazardous particulates contained in smoke and soot that may infiltrate the ensemble interfaces, the Redzone Contaminant Control Package. The particulate blocking ensemble: · Blocks particulate ingress at key interface areas (turnout coat, pant, glove boot interfaces and closures) as confirmed by the Particle Inward Leakage Test (section 7.20.1.1 NFPA 1971, 2018 Ed) and shows less than 1 microgram exposure over the entire ensemble "Laboratory tests, including tests to determine vapor infiltration and fluorescent particle tests, were critical to demonstrating that both approaches prevent smoke and particulates from reaching the firefighter's skin, protecting them from hazardous vapors and materials. In addition, testing using TPACC's PyroMan® and physiological manikins proved the new approaches offer improved flashfire protection and similar comfort level when compared to standard turnout gear." – DHS FACT SHEET DHS PRESS RELEASE (Nov 1, 2017) - New Turnout Ensemble Aims to Reduce Firefighter Cancer Risk "We worked with TPACC and LION to develop turnout ensemble garments that afford firefighters the same level of fit, functionality and comfort as their existing turnout gear with added protection from particulate infiltration at garment interfaces." DHS FACT SHEET (Oct 6, 2017) - Smoke and Particulate Resistant Structural Turnout Ensemble Fact Sheet "By reducing the potential for chronic dermal exposures to toxic fireground compounds, over time this ensemble and the technologies developed during this research will help to improve the well-being and safety of firefighters." https://verify.ul.com/verifications/237	*
21	What percentage of your sales are to the governmental sector in the past three years	LION sells personal protective equipment through a distribution network. Approximately 5% would be a direct sale to LION..	*
22	What percentage of your sales are to the education sector in the past three years	LION sells personal protective equipment through a distribution network. All documented education sales would be represented in Distribution Partner sales and not direct with LION.	*
23	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NY State Contract = Approximately \$7M NJ State Contract = Approximately \$3M NPP = Approximately \$12M	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	LION does not hold a GSA contract. LION Distribution Partners hold a GSA contract that represent the entire LION portfolio of products and services.	*

Table 4: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Phoenix	Captain Scott Kalkbrenner Scott.Kalkbrenner@phoenix.gov	602-339-0549	*
	Antonio Locascio "Nino" Nino.Locascio@phoenix.gov	602-380-3003	
Atlanta Fire Department	Asst Chief Chad Thomas CDThomas@AtlantaGa.gov	404-546-7000	*
Indianapolis Fire Department	Battalion Chief Rich Cook richard.cook@indy.gov	317-327-6041	*

Table 5: Top Five Government or Education Customers

Line Item 26. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
W S Darley & Co	Government	Illinois - IL	NAVY 2K	\$250,000	\$852,883	*
Noble Supply & Logistics LLC	Government	Massachusetts - MA	CBRN - Chemical, biological, radiological and nuclear defense products.	\$800,000	\$2,608,312	*
Federal Resources	Government	Virginia - VA	CBRN - Chemical, biological, radiological and nuclear defense products.	\$2,500,000	\$15,020,383	*
Tom Smith Fire	Government	Florida - FL	Personal Protective Products	\$1,500,000	\$5,171,388	*
Safeware	Government	Maryland - MD	Personal Protective Products	\$1,000,000	\$3,655,464	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
27	Sales force.	The LION Sales Team 41 field sales team members that include strategic account directors, metro account managers, distribution sales managers, category sales managers and strategic distribution managers supporting the United States, Canada and Latin America for the entire LION product portfolio. Strategic Account Managers – Focused on fostering relationships, education, sales support and opportunity management for a specific set of accounts. Category Sales Managers – Subject matter expert for products within category. Supports the field sales team with product knowledge, demonstrations, sales presentations, identifying industry innovation needs and sales goal achievement. Metro Account Managers – Works in tandem with Distribution Sales Manager. Focused on fostering relationships, education and managing opportunities for departments with more than 150 members. Distribution Sales Managers – Works in tandem with Metro Account Manager. Focused on relationship with LION Distribution Partners to include fostering core beliefs, education, relationship, field sales support, opportunity management and sales goal achievement.
28	Dealer network or other distribution methods.	Dealer Network. LION partners with over 200 Distribution Partners. These Distribution Partners employee thousands of Distribution Sales Representatives across the United States, Canada and Latin America that are in field promoting the entire LION portfolio of products and services.
29	Service force.	LION TotalCare offers care and maintenance of PPE (personal protective equipment). LION operates seven (7) LION Total Care Market Centers located in Atlanta, Boston, Chicago, Dallas, Denver, Houston and Wilmington. LION TotalCare offers services that can help extend the life of gear such as cleaning, repair and routine maintenance programs. LION TotalCare also offers a rental gear program. The Denver location offers an exclusive carbon dioxide (CO2) contaminant cleaning technology. See attachment for additional details on CO2.
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders are placed with a LION Distribution Partner. The order is placed by the end user customer with the Distribution Partner with the Sourcewell Member ID identified on their purchase order. The distribution partner purchase order is placed with LION, also including the Sourcewell member ID. When LION enters the order, the Sourcewell member ID is documented in a specific field used for utilization reporting.
31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	LION has a Customer Sales and Support Team team located in Dayton, Ohio and Albany, NY. The Customer Support Team consists of regional representatives for Order Entry and Sales Coordination. This team enters orders for all product lines, provides support on warranty claims, product and delivery questions and works in conjunction with the LION Distribution Sales Manager and Distribution Partner. Customer Support and Order Support inquiries are managed through our Customer Relationship Manager (CRM). Each inquiry is assigned a case number and directed to a regional representative. Cases are responded to within 24 hours. Order status and scheduled ship dates are available through an online portal available to LION Authorized Distribution Partners.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	LION will provide products and services to Sourcewell participating entities in the United States.
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	LION will provide products and services to Sourcewell participating entities in Canada.
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Products and Services are available in all geographic areas of the US and Canada
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no identified restrictions.
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no identified restrictions LION's policy for shipments to Hawaii are to ship via 2 day air or ocean depending on size of shipment. LION's policy for shipments to Alaska is ship via a freight forwarder and covers freight within the contiguous states.

Table 7: Marketing Plan

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	By looking at the immediate and long-term risks, LION is actively working on advocating and developing products and services that protect the health of those that protect our communities. When those products and services are ready, we work to promote them and drive revenue and profitable share growth for our company and for our partners. Our areas of strengths/marketing strategy include the following: - LION Core Values & Commitment to Service - Team Structure & Support - Methodical Approach to Business - Market Analysis - Customer Segmentation - New Product Launch Plans - Meaningful Product Differentiation - Brand Building - Metro Support - Distribution Support - LION University - End-User Outreach - Press Releases & Press Coverage - Metro Sponsorships - Customer Education & Awareness Campaigns - Trade Shows - Collateral Development - Print & Digital Advertising - Industry Supplements - Videography - Digital Platforms (Website, LION Fire Academy) - Social Media
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	LION uses multiple social media platforms, maintains an informative website, employs a robust SEO strategy, and advertises digitally. LION also has access to reporting capabilities on our sales information and uses public information databases to understand market potential and opportunity to drive marketing plans and sale strategies. LION utilizes a YouTube Channel to share product information and demonstrations with our Distribution Partners and End User Customers. https://www.youtube.com/@lionconnects/featured
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	The Sourcewell partnership will be incorporated into every distribution partner training and LION presentation as a purchasing avenue for LION Products. A shared resource site has been established to constantly share updated information with the field sales team and distribution partners. Field Team Members and Distribution Partners are encouraged to participate in Sourcewell Education and Engagement events.
40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Since LION sells through distribution, an e-procurement ordering process is not established directly with LION. Many LION Distribution Partners do have an established e-procurement process for all sectors that utilize personal protective products.

Table 8: Value-Added Attributes

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	LION University is a unique meeting space that is designed for meetings and class room style education. The space showcases our brand by displaying garments worn by our top customers, our product offering and technology for demonstration and presentation. LION has developed a platform for Distribution Partners that provides a dynamic and engaging environment for education on all of LION's products and sales development. LION Fire Academy has been LION's flagship platform for providing comprehensive online training to fire department members, including fire students and active firefighters. Our mission is to empower them with the knowledge and skills needed to ensure the highest standards in PPE maintenance, cleaning, inspection, and repair according to NFPA 1851 2020 edition. https://www.lionprotects.com/fireacademy
42	Describe any technological advances, unique design, and/or feature attributes that your proposed products or services offer.	LION is the only company in our industry that has a dedicated research and development team. LION currently has more than 35 patents on technologies as diverse as materials and pattern design.
43	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Montgomery County Green Building Certification. This certification is a globally recognized symbol of sustainability achievement, and it is backed by an entire industry of committed organizations and individuals paving the way for market transformation.
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	1. We strive to cut wasteful energy usage by replacing inefficient lighting with LED lighting in all of our primary manufacturing buildings and corporate offices by the end of 2025. This process is over 50% completed. Since 2015, LION's Dayton corporate headquarters has used LED lighting, leading to a reduction in annual environmental impact of at least 454,539.76 lbs of Carbon Dioxide, 3,765.64 lbs of Sulfur Dioxide, and 1,842.88 lbs of Nitrogen Dioxide. In 2019, Lion completed the installation of renewable energy solar PV panels and LED lighting in its West Liberty manufacturing factory. Beattyville facility and Dayton Janney Road facility have 100% LED lighting as of September 2021. Hazel Green conversion to LED lighting is planned for 2024. We have a goal to have 50% of all energy at corporate headquarters, Hazel Green facility and the Dayton manufacturing facility using renewable energy by 2028. 2. We do not sell products that could have a harmful effect on human health and the environment. 3. We do not use manufacturing processes that release harmful pollutants or toxic materials. 4. We educate our employees on practical efforts to avoid wasteful uses of energy. a. We have installed motion detectors at Hazel Green Distribution Center and at our Dayton corporate headquarters. b. We review shipping and logistics methods to use the most efficient shipping routes to save fuel. c. We have a recycling program at the Dayton corporate headquarters with a goal for expansion to other facilities by the end of 2020. All new employees receive a handout on what can and cannot be recycled. d. At the Dayton corporate headquarters, LION employees have recycling bins available to increase the amount of paper that is recycled. Confidential documents are shredded by Royal Document Destruction, which recycles the paper. 5. We strive to minimize material waste. a. We strive to introduce efficiencies in the use of materials in order to reduce to the highest extent possible the generation of wastes. b. Lion has a program to recycle used turnout gear through the Lion Ready for Action Foundation. We have already delivered more than 1000 sets of used reconditioned gear to fire departments in third world countries. 6. We have engaged in R&D efforts with potential suppliers to develop sustainable raw materials to replace hydrocarbon-based petroleum products as the basic raw material in certain products. 7. In 2018 we installed a new Elkay Water Drinking System in the Dayton corporate headquarters to increase the use of re-usable water bottles and reduce plastic waste. 8. Lion's Dayton corporate headquarters has been certified in 2015-2021 as a Green Business by the Dayton Regional Green Initiative (DRG3). 9. Lion complies with all environmental laws and regulations in the locations where we operate.
45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	LION is deemed a large business. WMBE, SBE or Veteran Owned do not apply.
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	As a result of our commitment to research based design and innovation, LION has been awarded multiple patents for PPE and training products that prepare first responders for fire events. Our dedicated Research and Development Staff works with fire departments to generate and evaluate new product innovations. LION holds an annual Personal Protection Council (PPC) focusing on fire service trends and industry needs. LION also partners with several industry non-profits and thought leaders addressing firefighter challenges like the Firefighter Cancer Support Network and National Firefighters Foundation.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
47	Do your warranties cover all products, parts, and labor?	LION warrants that its firefighter and emergency responder products meet all applicable NFPA standards in effect at the time of their manufacture and further warrants that such products are free during their useful life from any defect in workmanship or any material defect. Conditions of use are outside the control of LION. It is the responsibility of the user to inspect and maintain the products to assure they remain fit for their intended purpose. In order to maximize the useful life of these products and maintain the warranty, the products are to be used only by appropriately trained personnel following proper firefighting or emergency response techniques and in accordance with the product's warning, use, inspection, maintenance, care, storage, and retirement instructions. Failure to do so will void the warranty. EXCEPT AS SET FORTH ABOVE, LION MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE. Under the above warranties, LION will repair or replace, at its option, any product which does not meet the above warranties. Such repair or replacement will be the purchaser's sole remedy and LION will not be responsible for any incidental, consequential, or other damages based upon or arising in any way from any breach of the warranties contained herein or the purchaser's use of such product. These warranty obligations apply only to any product, part, or component which is returned with prior authorization and proof of purchase, and which LION agrees to be defective as covered by this warranty. The word "product" includes the product itself and any parts or labor furnished by LION with the sales, delivery, or servicing of the product. USEFUL LIFE: The period of time that NFPA 1971 Compliant Structural Firefighter Garments, which have been properly cared for, can be expected to provide reasonable limited protection. Useful life can be as long as 7 to 10 years if Garments have been subject to relatively lower levels of wear and tear and have been consistently maintained in a regular cleaning and maintenance program and stored properly. Useful life of Garments can be as little as 3 to 5 years with heavy wear and tear or improper maintenance and/or storage. In compliance with NFPA 1851, Garments or Garment elements must be retired no more than 10 years from the date of manufacture. A Garment should be retired when the costs of repair would exceed 50% of the replacement cost. DEFECTS IN WORKMANSHIP AND MATERIALS: Defects in Workmanship and Materials means poorly manufactured items including seams, stitching, or components (for example, loose or broken seams; zippers or snaps that fall off or do not function properly); and fabrics or barriers which have such flaws as holes, uneven spots, weak areas, pilling, or other flaws caused by irregularities in their manufacture.
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	EXCEPTIONS TO LIMITED WARRANTY This limited warranty does not cover the following items after receipt of product by end user: A. Claims made after 60 days from the date of shipment for damage to materials; B. Damage or color change from exposure of materials to direct or indirect sunlight or fluorescent light; C.Shade variations among textiles used or shade changes to fabrics caused by wear and tear and/or washing; D.Color loss due to abrasion (creases, folds, pleats, edges, collar points, etc.); E. Damage caused by improper washing, decontamination, disinfecting or maintenance (for example, use of chlorine or petrochemicals to clean); F. Damage caused by repair work not performed to factory specification; G.Damage from routine exposure to common hazards which may cause rips, tears, burn damage, or abrasion; H.Loss of retroreflectivity of reflective trim due to normal wear or heat exposure; I. Detachment of reflective trim due to thread abrasion or heat exposure; J. Replacement of zippers or closures worn partially sealed, or damaged by heavy wear and tear; K. Loss of buttons, snaps, or cuff hem seams
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	It is most common for Personal Protective Equipment to be returned to a LION facility for repair. In the event, the repair is the result of a LION manufacturing/order entry error or Distributor error, the shipment of the garments is covered by LION or Distribution Partner. LION does offer a warranty that allows for onsite repairs and technician travel for LION Training Products, offered under a separate Sourcewell contract.
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	LION offers warranty repair throughout the US and Canada through a LION TotalCare Market Center or LION Authorized ISP.
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	LION coordinates warranty coverage when returns are necessary due to an upstream supplier issue.

52	What are your proposed exchange and return programs and policies?	RETURNS a. The Customer must contact Supplier Customer Support within forty-five (45) days of receipt of shipment to receive a Return Authorization Number. All returns received without a Return Authorization Number will be held up for processing. Except for defective items: i. Products that have been worn, laundered, altered or soiled are non- returnable; ii. Personalized garments (e.g., with names, letters or heat transfer emblems) are non-returnable; iii. Custom manufactured, custom sizes, made-to-order and special cut products are non-returnable; iv. Products that have been discontinued or redesigned are non-returnable; v. Boots that have been worn are non-returnable; vi. CBRN products are non-returnable. b. Returns must have prior approval from Supplier and marking instructions. Supplier will not accept goods returned without its written permission. c. Return of stock goods are subject to a fifteen percent (15%) restocking fee. d. Custom made-to-order products are not returnable.	*
53	Describe any service contract options for the items included in your proposal.	LION offer programs to extend the life of personal protective equipment. Customers can choose from a customized program specific to the departments operating procedure or from a LION Standard program. Programs include: LION Stay Safe which includes annual advanced cleaning and inspection, repairs covered under warranty or caused by wear and tear, NFPA 1851 documentation and free shipping. 1851 Ready includes two advanced cleanings and inspections, itemized repairs, priority scheduling, free shipping and NFPA1851 reporting.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
54	Describe any performance standards or guarantees that apply to your services	The LION Sales and Service team have implemented KPI's related to both Order Entry and Customer Support relative to order entry lead time, error rates, quote generation, return authorization response time and general inquiry response time. Our team members are held accountable for meeting these performance standards as individuals and as a team. See attached.	*
55	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	LION Manufacturing is measured and held account to KPI's relative to Safety, Lost Time Injuries, Manufacturing lead time, labor and overhead variances and total units produced. LION TotalCare has KPI's relative to gear repair turn times, piece volume moved through each individual facility and quality standard checks.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
56	Describe your payment terms and accepted payment methods.	Net 30	*
57	Describe any leasing or financing options available for use by educational or governmental entities.	LION can offer leasing through a 3rd party leasing partner.	*
58	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Distribution Partner purchase orders are submitted to a LION email that is specific to order support and then distributed for entry by region. The Sourcwell Member ID is included on the purchase order. The LION Order Entry Team Member includes the Sourcwell Member ID in a specific field when entering the order. This information can be verified by a Distribution Partner document that tracks Sourcwell sales as well as opportunities identified in the LION CRM. This information is used to generate a quarterly utilization report and administrative fee payment.	*
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, LION will accept p-card procurement at no additional cost.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	A set percentage off list by product category. SKU would not be applicable. List Price documents will be uploaded for each LION product category proposed in this RFP.	*
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	10-35% off list. A document stating product category and discount off list price will be uploaded.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or rebate programs are opportunity/product specific programs that are developed in conjunction with LION Distribution Partners. Programs developed within the contract period would be offered to the end user via the LION Distribution Partner.	*
63	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	This does not apply to the LION product offering.	*
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	LION PPE Freight is included in the 48 contiguous states. Domestic freight to the freight forwarder is included for export orders. While LION Training Products are offered on a separate contract be advised that freight is not included. Applicable fees may be charged for inspection, installation, set up and training based on the project.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	PPE Shipping is listed as FOB: Origin for the 48 contiguous states. Orders shipping outside of the US, LION covers freight to the freight forwarder and distribution partner/end user is responsible for shipping to final destination.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska: LION will cover freight to the freight forwarder. Distribution Partner/End User is responsible for shipping costs to final destination. Hawaii: LION will ship direct to Hawaii via 2 day air or Ocean freight depending on size of shipment.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Some LION Distribution partners stock LION products. In this situation, the Distribution Partner would be able to offer a shorter lead time. Freight would be determined by Distribution Partner.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Product Category Turnout Gear 35% off list Turnout Accessories 35% off list Technical Rescue TR51 35% off list USAR/Tech Rescue_Versa Pro 15% off list Med Pro_Emergency Medical Rescue Wear 15% off list Gloves 10% off list Boots 20% off list Helmets 35% off list Hoods 15% off list CBRN 15% off list Maintenace and Cleaning Services 20% off list See uploaded document. Please note that price lists submitted with this RFP are current pricing. LION will implement a price increase effective February 1, 2024.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	As part of the self audit process, LION reviews regional Distribution Partner spreadsheets and Customer Relationship Manager (CRM) opportunities to confirm Sourcewell Sales. Pricing transparency is provided with each transaction including reference to the Sourcewell Contract and LION Landing page. In addition, LION has created a specific field in our ERP system where our Order Management Specialist documents the Sourcewell Member ID during the order entry process. LION has assigned a Sourcewell Representative that reviews documentation and creates utilization reporting. The Representative and Supervisor review documentation and reporting prior to submission for payment.
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	LION includes cooperative purchasing education in distribution partner onboarding and continued education. Distribution Partners are required to communicate cooperative purchasing activities quarterly that is verified by quarterly reporting created by LION. LION has also included cooperative purchase tracking in our CRM. Field Sales Members are required to document cooperative purchasing activities during opportunity generation.
71	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1% of sales under the awarded contract

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Personal Protective Equipment including Turnout Gear, Turnout Gear Accessories, Gloves, Helmets, Boots, Hoods, CBRN, USAR Gear, Tech Rescue Gear, Emergency Medical Rescue Gear, Personal Protective Equipment Care and Maintenance Services.
73	Describe available options for customization of the products and/or equipment offered in your proposal.	LION offers custom manufacturing. For Turnout Gear, the Customer has a choice of outershell, thermal liner and moisture barrier, pockets, trim, reinforcements department patches and lettering.
74	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Sizings are scheduled by a Distribution Partner or LION Team Member with the Department. During a sizing event, garments in a range of sizes are available for department members to try on to get an accurate fit. If additional measuring is necessary, the Sizing Team Member will take critical measurements using a tape measure to insure the proper the sized garment is ordered. Sizing information is documented on a sizing form or in the LION Electronic Sizing Tool. When the order is being submitted using a paper form, the Distribution Partner submits their Purchase Order, Garment Specification and Sizing information. When the Electronic Sizing Tool is used, member information (i.e. name, location, etc) is imported into the software. During the sizing, the Sizing Team member identifies the members record and documents the sizing information. When sizing is complete, the Distribution Partner will submit the order via the Electronic Sizing Tool. The LION Order Entry Team Member will confirm information and submit order into LION system.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Personal Protective Equipment including Turnout Gear, Turnout Gear Accessories, Gloves, Helmets, Boots, Hoods, CBRN, USAR Gear, Tech Rescue Gear, Emergency Medical Rescue Gear, Personal Protective Equipment Care and Maintenance Services.

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
7	Protective Clothing	☒ Yes ☐ No	Turnouts and RescueWear. StationWear and Uniforms included in a separate RFP.
77	Helmets and related accessories	☒ Yes ☐ No	Helmets and helmet accessories.
78	Other related equipment and accessories	☒ Yes ☐ No	Personal Protective Equipment that is demonstrated in the LION documentation included with this RFP.
79	Firefighting apparel and station-wear	☒ Yes ☐ No	StationWear and Uniforms included in a separate RFP.
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	☐ Yes ☒ No	LION does not offer these products.
81	Cleaning and decontamination service and maintenance	☒ Yes ☐ No	LION TotalCare
82	Firefighting PPE cleaning supplies	☒ Yes ☐ No	LION TotalCare
83	Cleaning equipment for other firefighting equipment and tools	☐ Yes ☒ No	LION does not offer these products.
84	Services Related to the equipment described above	☒ Yes ☐ No	LION TotalCare

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, of Specifications that have been accepted by Sourcwell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - LION Discount Off List and List Price Documents.zip - Tuesday January 02, 2024 14:43:44
- [Financial Strength and Stability](#) - Corporate Trade References 2023.pdf - Tuesday January 02, 2024 14:40:52
- [Marketing Plan/Samples](#) - LION Capabilities and Core Beliefs.zip - Wednesday January 03, 2024 10:53:51
- [WMBE/MBE/SBE or Related Certificates](#) - LION Certifications.zip - Tuesday January 02, 2024 14:49:28
- [Warranty Information](#) - UserGuide_Warranty.pdf - Wednesday January 03, 2024 12:21:49
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - RFP010424 EXCEPTION.pdf - Tuesday January 02, 2024 15:02:14
- [Upload Additional Document](#) - LION Additional Documentation.zip - Wednesday January 03, 2024 12:43:55

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Melissa Kirk, Distribution Sales Manager, LION

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Fri December 15 2023 12:51 PM	☒	1
Addendum_4_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu December 14 2023 01:51 PM	☒	1
Addendum_3_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Mon December 4 2023 04:00 PM	☒	1
Addendum_2_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu November 30 2023 10:28 AM	☒	2
Addendum_1_Firefighting_PPE_and_Related_Equipment_Cleaning_RFP_010424 Thu November 9 2023 04:34 PM	☒	1

P.O. Box 51,
Kirkland, WA 98083



Quote

Phone: (425) 821-5858
Email: info@seawestern.com
www.seawestern.com

Bill To:		Ship To:		Date	02/02/2025
ATTN: ACCOUNTS PAYABLE IDAHO FALLS FIRE DEPARTMENT PO BOX 50220 IDAHO FALLS ID 83405-0220 United States		IDAHO FALLS FIRE DEPARTMENT OFFICE OF FIRE CHIEF 343 E Street IDAHO FALLS, ID 83402		Customer No.	10301
				Quote No.	QUO28964
				Sales Rep	
				Mekel Hofman (208) 585-1498 mhofman@seawestern.com	
Expires	Attention	Delivery	FOB		
03/04/2025	Wynn Whitmeyer	Dropship Rate			

Pricing valid for listed quantities
Returns accepted within 30 days of receipt
Restocking fee up to 25% will apply on any non-stock merchandise
Custom orders are non-cancellable, non-returnable
Unless otherwise noted, pricing does not include shipping

Qty	Unit	Part Number	Description	Unit Price	Ext. Price
17	EA	Rainier V-Force Coat	SeaWestern Lion Rainier V-Force Coat - ISODRI System with PBI MAX Outershell, 32" Length, K7 Glide Thermal Liner with W.L. Gore Crosstech "Black" Moisture Barrier, Raglan Sleeve Design, Self Material Coat Cuffs, 3" Yellow Ventilated Triple Trim in New York Trim Pattern, 6" x 10" Full Bellow Pockets, Radio Pocket and Mic Tab on Left Chest, Mic Tab and Flashlight Assembly on Right Chest, Over-the-Thumb Wristlets, Drag Rescue Device, Hanging Name Plate with Lettering, Department Lettering on Yoke (up to 8 characters)	2,008.56	34,145.52
17	EA	Center Cut Plus	Upgrade Liner to G0 Center Cut Plus Thermal Liner	92.59	1,574.03
17	EA	SF320M	3" Stormflap with zipper and magnets out	128.51	2,184.67
17	EA	CR236ZM, CLF221Z	Zipper Over the Collar, magnetic closure on throat tab	35.94	610.98
17	EA	Wristlet Zipper Liner	Wristlet Zipper Liner Attachment	26.18	445.06
17	EA	HP604	Semi Bellows Handwarmer Pockets with Fleece Lining (Pair) 9x9	70.59	1,200.03
15	EA	RAIN CUSTOM	Mask Pocket FMP530	76.73	1,150.95
2	EA	CVBM - 35	35" Coat Length	64.73	129.46
17	EA	Rainier V-Force Pant	SeaWestern Lion Rainier V-Force Pant - ISODRI System with PBI MAX Outershell, K7 Glide Thermal Liner with W.L. Gore Crosstech "Black" Moisture Barrier, Contoured Legs and Knees, Black AraShield Reinforcement on Knees and Cuffs, Two Layers of Padding in Knee, 3" Yellow Ventilated Triple Trim, 9" x 10" x 2" Full Below Pocket on Left Side, Tool Pocket on Right Side, Zipper Closure on 2" Kevlar Belt System, Boot Cut with H-Back Suspenders with Self Fabric Suspender Attachment	1,405.50	23,893.50
17	EA	Center Cut Plus	Upgrade Liner to G0 Center Cut Plus Thermal Liner	73.33	1,246.61
17	EA	FLY233Z-PLF004Z	Zipper Liner Attachment	22.84	388.28

P.O. Box 51,
Kirkland, WA 98083



Phone: (425) 821-5858
Email: info@seawestern.com
www.seawestern.com

Qty	Unit	Part Number	Description	Unit Price	Ext. Price
			Pricing per Sourcewell contract #010424-LIO		

Subtotal	66,969.09
Shipping Cost (Dropship Rate)	112.20
Total	\$67,081.29

P.O. Box 51,
Kirkland, WA 98083



SEAWESTERN

FIRE FIGHTING EQUIPMENT

Quote

Phone: (425) 821-5858
Email: info@seawestern.com
www.seawestern.com

Bill To:		Ship To:		Date	02/04/2025
ATTN: ACCOUNTS PAYABLE IDAHO FALLS FIRE DEPARTMENT PO BOX 50220 IDAHO FALLS ID 83405-0220 United States		IDAHO FALLS FIRE DEPARTMENT OFFICE OF FIRE CHIEF 343 E Street IDAHO FALLS, ID 83402		Customer No.	10301
				Quote No.	QUO29028
				Sales Rep	
				Mekel Hofman (208) 585-1498 mhofman@seawestern.com	
Attention	Delivery	FOB	Expires		
Wynn Whitmeyer	Dropship Rate		03/06/2025		

Pricing valid for listed quantities
Returns accepted within 30 days of receipt
Restocking fee up to 25% will apply on any non-stock merchandise
Custom orders are non-cancellable, non-returnable
Unless otherwise noted, pricing does not include shipping

Qty	Unit	Part Number	Description	Unit Price	Ext. Price
16	EA	Rainier V-Force Coat	SeaWestern Lion Rainier V-Force Coat - ISODRI System with PBI MAX Outershell, 32" Length, K7 Glide Thermal Liner with W.L. Gore Crosstech "Black" Moisture Barrier, Raglan Sleeve Design, Self Material Coat Cuffs, 3" Yellow Ventilated Triple Trim in New York Trim Pattern, 6" x 10" Full Bellow Pockets, Radio Pocket and Mic Tab on Left Chest, Mic Tab and Flashlight Assembly on Right Chest, Over-the-Thumb Wristlets, Drag Rescue Device, Hanging Name Plate with Lettering, Department Lettering on Yoke (up to 8 characters)	2,008.56	32,136.96
16	EA	Center Cut Plus	Upgrade Liner to G0 Center Cut Plus Thermal Liner	92.59	1,481.44
16	EA	SF320M	3" Stormflap with zipper and magnets out	128.51	2,056.16
16	EA	CR236ZM, CLF221Z	Zipper Over the Collar, magnetic closure on throat tab	35.94	575.04
16	EA	Wristlet Zipper Liner	Wristlet Zipper Liner Attachment	26.18	418.88
16	EA	HP604	Semi Bellows Handwarmer Pockets with Fleece Lining (Pair) 9x9	70.59	1,129.44
16	EA	Rainier V-Force Pant	SeaWestern Lion Rainier V-Force Pant - ISODRI System with PBI MAX Outershell, K7 Glide Thermal Liner with W.L. Gore Crosstech "Black" Moisture Barrier, Contoured Legs and Knees, Black AraShield Reinforcement on Knees and Cuffs, Two Layers of Padding in Knee, 3" Yellow Ventilated Triple Trim, 9" x 10" x 2" Full Below Pocket on Left Side, Tool Pocket on Right Side, Zipper Closure on 2" Kevlar Belt System, Boot Cut with H-Back Suspenders with	1,405.50	22,488.00



SEAWESTERN
FIRE FIGHTING EQUIPMENT

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Email: info@seawestern.com
www.seawestern.com

Qty	Unit	Part Number	Description	Unit Price	Ext. Price
16	EA	Center Cut Plus	Self Fabric Suspender Attachment		
			Upgrade Liner to G0 Center Cut Plus Thermal Liner	73.33	1,173.28
16	EA	FLY233Z-PLF 004Z	Zipper Liner Attachment	22.84	365.44
			Pricing per Sourcewell contract #010424-LIO		

Subtotal	61,824.64
Shipping Cost (Dropship Rate)	105.60
Total	\$61,930.24

P.O. Box 51,
Kirkland, WA 98083



SEAWESTERN

FIRE FIGHTING EQUIPMENT

Quote

Phone: (425) 821-5858
Email: info@seawestern.com
www.seawestern.com

Bill To:		Ship To:		Date	02/05/2025
ATTN: ACCOUNTS PAYABLE IDAHO FALLS FIRE DEPARTMENT PO BOX 50220 IDAHO FALLS ID 83405-0220 United States		IDAHO FALLS FIRE DEPARTMENT OFFICE OF FIRE CHIEF 343 E Street IDAHO FALLS, ID 83402		Customer No.	10301
				Quote No.	QUO29079
				Sales Rep	
				Mekel Hofman (208) 585-1498 mhofman@seawestern.com	
Attention	Delivery	FOB	Expires		
Wynn Whitmeyer	Dropship Rate		03/07/2025		

Pricing valid for listed quantities
Returns accepted within 30 days of receipt
Restocking fee up to 25% will apply on any non-stock merchandise
Custom orders are non-cancellable, non-returnable
Unless otherwise noted, pricing does not include shipping

Qty	Unit	Part Number	Description	Unit Price	Ext. Price
6	EA	Rainier V-Force Coat	SeaWestern Lion Rainier V-Force Coat - ISODRI System with PBI MAX Outershell, 32" Length, K7 Glide Thermal Liner with W.L. Gore Crosstech "Black" Moisture Barrier, Raglan Sleeve Design, Self Material Coat Cuffs, 3" Yellow Ventilated Triple Trim in New York Trim Pattern, 6" x 10" Full Bellow Pockets, Radio Pocket and Mic Tab on Left Chest, Mic Tab and Flashlight Assembly on Right Chest, Over-the-Thumb Wristlets, Drag Rescue Device, Hanging Name Plate with Lettering, Department Lettering on Yoke (up to 8 characters)	2,008.56	12,051.36
6	EA	Center Cut Plus	Upgrade Liner to G0 Center Cut Plus Thermal Liner	92.59	555.54
6	EA	SF320M	3" Stormflap with zipper and magnets out	128.51	771.06
6	EA	CR236ZM, CLF221Z	Zipper Over the Collar, magnetic closure on throat tab	35.94	215.64
6	EA	Wristlet Zipper Liner	Wristlet Zipper Liner Attachment	26.18	157.08
6	EA	HP604	Semi Bellows Handwarmer Pockets with Fleece Lining (Pair) 9x9	70.59	423.54
3	EA	CVBM - 35	35" Coat Length	64.73	194.19
6	EA	Rainier V-Force Pant	SeaWestern Lion Rainier V-Force Pant - ISODRI System with PBI MAX Outershell, K7 Glide Thermal Liner with W.L. Gore Crosstech "Black" Moisture Barrier, Contoured Legs and Knees, Black AraShield Reinforcement on Knees and Cuffs, Two Layers of Padding in Knee, 3" Yellow Ventilated Triple Trim, 9" x 10" x 2" Full Below Pocket on	1,405.50	8,433.00



SEAWESTERN
FIRE FIGHTING EQUIPMENT

Phone: (425) 821-5858
Email: info@seawestern.com
www.seawestern.com

Qty	Unit	Part Number	Description	Unit Price	Ext. Price
			Left Side, Tool Pocket on Right Side, Zipper Closure on 2“ Kevlar Belt System, Boot Cut with H-Back Suspenders with Self Fabric Suspender Attachment		
6	EA	Center Cut Plus	Upgrade Liner to G0 Center Cut Plus Thermal Liner	73.33	439.98
6	EA	FLY233Z-PLF 004Z	Zipper Liner Attachment	22.84	137.04
			Pricing per Sourcewell contract #010424-LIO		

Subtotal	23,378.43
Shipping Cost (Dropship Rate)	41.40
Total	\$23,419.83

Memorandum

File #: 25-161

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, February 20, 2025
DEPARTMENT: Municipal Services

Subject

Sale of Used Law Enforcement Vehicles to College of Eastern Idaho, Law Enforcement Program

Council Action Desired

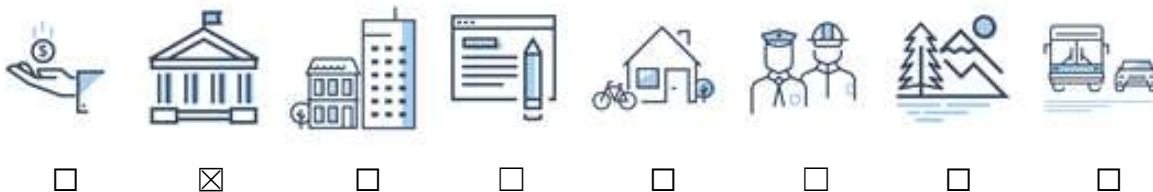
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the sale of six used law enforcement vehicles to the College of Eastern Idaho for a total of \$13,000 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Law enforcement units 5686, 5687, 5762, 5764, 5769, and 5789 are recommended for replacement. Units 5686 and 5687 are 2011 Ford Explorers and units 5762 and 5764 are 2013 Ford Explorers. The Ford Explorers are valued at \$2,500 each as is Unit 5789, a 2015 Dodge Charger. Unit 5769 is also a 2013 Dodge Charger, but it is valued at \$1,000. The Police Department is recommending selling the six units for a total of \$13,000 to the College of Eastern Idaho's Law Enforcement program. The City is authorized, pursuant to Idaho Code § 67-2322, to sell or transfer property to a community college district, like the College of Eastern Idaho.

Alignment with City & Department Planning Objectives



The sale of the law enforcement units supports the good governance community-oriented result by prioritizing city surplus property to another public entity.

Interdepartmental Coordination

The Police Department concurs with the recommendation to sell the vehicles to College of Eastern Idaho to support its law enforcement training program.

Fiscal Impact

The proceeds from the sale of the units will be deposited in the Police Department Municipal Equipment Replacement Fund.

Legal Review

The Legal Department concurs that the desired Council action complies with State Statute §67-2322 and City Resolution 2015-01.

RESOLUTION NO. 2015-01

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, MEMORIALIZING CITY POLICY TO DECLARE CITY PERSONAL PROPERTY SURPLUS AND TO PROVIDE FOR ITS DISPOSAL THROUGH SALE, DONATION, TRANSFER, RECYCLING, DISCARDING, DESTRUCTION, OR EXCHANGE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Council of the City of Idaho Falls recognizes that storage, maintenance, transportation, and other costs associated with maintaining personal property may exceed the inventory value or fair market value of such property; and

WHEREAS, City personal property has a limited economic and/or useful life; and

WHEREAS, it is sound fiscal policy and good management practice to require the expeditious disposal of surplus personal property; and

WHEREAS, Council is of the opinion that the policy contained herein will promote the efficient disposal of surplus personal property; will allow conveyance of surplus personal property to other state and local agencies where appropriate; will offer surplus personal property for sale to the public at large in some cases; and will provide for maximum value to be received by the City of Idaho Falls with attendant benefits to its citizens; and

WHEREAS, the delegation of responsibility to declare property "surplus" and to designate the manner and conditions of disposal is most efficiently done by delegating such authority to City staff, principally to the Property Manager; and

WHEREAS, all disposal of surplus property shall be done in accordance with then-current law and procedure.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, AS FOLLOWS:

CITY SURPLUS PROPERTY POLICY

A. Definition of "surplus": City personal property which is reasonably believed to have little or no further use by the City. "Surplus" for purposes of this Policy, shall not include trash or refuse or other items which are customarily thrown away, recycled, or otherwise discarded or destroyed. Such non-surplus items may be discarded or recycled in a manner deemed efficient by the relevant Division Director.

B. Declaration of surplus:

1. To declare City personal property surplus of status:

- a. A department supervisor shall fill out a surplus form and submit it for approval to the supervisor's Division Director.
 - b. The Division Director, for the property to be declared surplus, shall review and approve by signature the surplus form and submit the completed form to the Property Manager.
 - c. The Property Manager, after receiving the surplus form, shall make arrangements for the property to be delivered to the surplus building, or another appropriate and secure location, and evaluate whether the property is surplus.
 - d. If the Property Manager agrees that the property is surplus, the Property Manager shall submit a recommendation of surplus and its disposition to the Director of Municipal Services. The Property Manager may consolidate his or her recommendations to the Director of Municipal Services in a monthly report.
 - e. The Director of Municipal Services shall review and approve the Property Manager's recommendations and make the final determination regarding whether the item is properly declared to be surplus.
2. The Property Manager shall create and maintain a surplus form. The form should require provision of the following information, where applicable and available:
- a. general identification and description of the personal property;
 - b. approximate value of the property;
 - c. City Property Number, and
 - d. manufacturer, model, and serial number of the property.

The surplus form may also allow the submitter to suggest the manner by which such item may be disposed (including transfer to another City Division, donation or sale to another public entity, sale, trade, destruction, recycling etc.).

C. Disposal of Surplus.

1. General. City Council hereby delegates to the Director of Municipal Services the authority to make a final declaration of surplus and to approve the manner of disposal for all items which, in the Director of Municipal Services' belief, are in accordance with this Policy.
2. Disposal shall occur according to law in a manner consistent with the laws of the State of Idaho and pursuant to this Policy.

- a. Sale. The sale of surplus property shall be conducted pursuant to Idaho law in effect at the time of such sale. This may include the sale of surplus property to another public entity; sale of the item at the original purchase price; sale at a public auction; or sale as otherwise permitted by Idaho law.
- b. Donation or Transfer. Surplus property may be transferred to another City Division, or donated to a state or public entity pursuant to Idaho law. Additionally, transfer of surplus property of nominal value may be made without public advertisement or auction to a charitable organization which qualifies under Section 501(c)(3) and 501(c)(19) of the Internal Revenue Service, or to any other person or entity participating in a program with the City when such transfer renders a benefit to the City and its citizens.
- c. Recycle. Surplus property not sold or transferred may be recycled whenever practicable.
- d. Discarding and/or Destruction. Any item, including a weapon, declared to be surplus that is not sold, transferred, or recycled may be discarded or destroyed.
- e. Exchange. Surplus property may be exchanged for other property, value, or consideration where the value received is roughly equivalent to the value of the surplus property.

3. Special considerations:

- a. Weapons.
 - i. Definition. A "weapon" for purposes of this Policy, includes any instrument used in the propulsion of a projectile through the release of pressurized gas, compressed air, expanding gas, ignition of gunpowder, compounder, combustion, accelerant, spring, or other force-producing means, including rifles, shotguns, handguns, air rifles, blow gun, spring gun, wrist rocket, sling shot, airsoft gun, electroshock gun (e.g. taser), BB gun, pellet gun, paintball gun, slings, bows and arrows, and crossbows. "Weapons" also include bladed and blunt instruments, including nunchuks, clubs, sais, throwing stars, tonfas, "brass" knuckles, daggers, stilettos, gravity knives, swords, and other similar instruments.
 - ii. The Property Manager may also declare an item a "weapon" if the Property Manager reasonably believes that it has been used or can be used in a similar manner as another weapon defined in this Policy, or such item, in the opinion of the Property Manager, is reasonably likely to be used as a

weapon, as that word is commonly understood. When making such a determination, the Property Manager is encouraged to consult with the Chief of Police.

iii. Lawful weapons.

1. Officer Duty Weapon - a police officer duty weapon, which is lawful to own, possess, and use, shall be disposed of by sale and transfer to a licensed firearm dealer, consistent with Federal and State law, as determined by the Property Manager. A duty weapon may also be transferred directly to a retiring police officer when a letter authorizing the transfer is submitted by the Chief of Police to the Property Manager and the transfer is approved by the Director of Municipal Services.
2. Confiscated Weapons – confiscated weapons from the Idaho Falls Police Department Evidence Room shall be sold by sealed bid to licensed firearm dealers.

iv. Illegal and Inoperable Weapons. All illegal and inoperable weapons shall be destroyed.

b. Vehicles.

- i. Vehicles and automotive-related equipment and materials shall be declared as surplus according to the City's Municipal Equipment Replacement Fund process.

c. Library Materials.

- i. City delegates to the Board of Trustees of the Idaho Falls Public Library, the authority to sell, exchange or otherwise dispose of library materials (including books, audio and video recordings, written materials, etc.) when no longer required by the Library because such are surplus, duplicates, worn out, of little or no practical utility, or otherwise unneeded for Public Library purposes.

d. Recycling of Used or Excess Materials for Value:

- i. Where materials (such as scrap metal, wire, or similar unused or left-over items) likely have value only if recycled or traded, as determined in good faith by the Division Director, such material may be exchanged by the

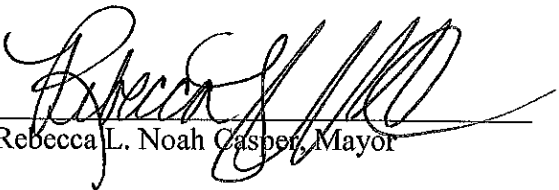
Division for its approximate value pursuant to the Division's internal recycling/exchange process.

D. The Property Manager shall submit no less frequently than one (1) time per year, a report to the City Council relating to the disposition of surplus property. Such a report shall not include property determined to have a current value of zero or a value of less than what it would cost to dispose of the surplus at a refuse or recycling vendor.

E. This Resolution shall become effective as of the date of its passage.

ADOPTED and effective this 8th day of January, 2015.

CITY OF IDAHO FALLS, IDAHO


Rebecca L. Noah Casper, Mayor

ATTEST:


Rosemarie Anderson, City Clerk

(SEAL)



STATE OF IDAHO)
) ss:
County of Bonneville)

I, ROSEMARIE ANDERSON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO
HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Resolution
entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A
MUNICIPAL CORPORATION OF THE STATE OF IDAHO,
MEMORIALIZING CITY POLICY TO DECLARE CITY PERSONAL
PROPERTY SURPLUS AND TO PROVIDE FOR ITS DISPOSAL THROUGH
SALE, DONATION, TRANSFER, RECYCLING, DISCARDING,
DESTRUCTION, OR EXCHANGE; AND PROVIDING THAT THIS
RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND
PUBLICATION ACCORDING TO LAW."



Rosemarie Anderson

Rosemarie Anderson, City Clerk

Memorandum

File #: 25-159

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, February 19, 2025
DEPARTMENT: Public Works

Subject

State Local Agreement and Resolution with the Idaho Transportation Department (ITD) for City Radar Signs

Council Action Desired

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

Approve the State Local Agreement and Resolution with the Idaho Department of Transportation (ITD) for the City Radar Signs project and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached for your consideration is a State Local Agreement and Resolution with ITD for the City Radar Signs project. The proposed project will involve constructing approximately 10 radar speed signs on arterial roads entering Idaho Falls.

Alignment with City & Department Planning Objectives



- ☐ ☐ ☐ ☐ ☒ ☒ ☐ ☐

This Agreement supports the community-oriented results of livable, and safe and secure community by placing radar speed signs reminding drivers of the speed limit as they enter city limits.

Interdepartmental Coordination

Project reviews will be conducted with all necessary city departments to ensure coordination of project activities.

Fiscal Impact

Total estimated project costs amount to \$396,460, of which, the city will be required to pay a 7.34% match of \$29,100.

Legal Review

The Agreement has been reviewed by the City Attorney.

2025-010

**STATE/LOCAL AGREEMENT
(PROJECT DEVELOPMENT)
PROJECT NO. A023(703)
CITY RADAR SIGNS
KEY NO. 23703**

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the IDAHO TRANSPORTATION BOARD, by and through the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF IDAHO FALLS**, acting by and through its MAYOR AND COUNCIL, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested that the State include in its Idaho Transportation Investment Program Federal-Aid Project No. A023(703), described as City Radar Signs. Project development is to be performed by Sponsor's staff/Consultant Engineers. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

NOTE: Securing the services of a consultant for project development services must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the State, requiring the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development and right of way is available on this project.
2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
 - a. Project Development (PE) - \$16,000
 - b. Construction (CN) - \$380,460
 - c. Total Estimated Project Costs - \$396,460
3. The Sponsor's match for this project will be provided in cash in the amount of 7.34 percent of the entire project (current estimate \$29,100).
4. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .
5. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site:
<http://itd.idaho.gov/manuals/ManualsOnline.htm>.
6. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.
7. If the project is terminated by the Sponsor prior to completion, the Sponsor shall repay to the State all federal funds received for the project, and shall be liable to the State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.
8. Sufficient Appropriation. It is understood and agreed

State/Local Agreement (PD)

City Radar Signs

Key No. 23703

Page 2

that the State and the Sponsor are governmental agencies, and this Agreement shall in no way be construed so as to bind or obligate the State or the Sponsor beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State and the Sponsor reserve the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Provide the following services incidental to the project development:
 - a. Assist Sponsor in the selection of a Consulting Engineer and negotiations as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the Sponsor and Consultant Engineers on this project.
 - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
 - c. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.
 - d. Provide a hearing officer to conduct a formal public hearing as necessary.
 - e. Assign State personnel or assist in hiring a qualified relocation agent consultant to determine relocation entitlements and assistance which might be required by the project.
 - f. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate and for government land withdrawals for rights-of-way and airport

clearance.

- g. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.
 - h. Review the Consultant plans, estimates, reports and environmental studies, and issue notice of approval.
 - i. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
 - j. Print and assemble plans, special provisions, specifications and contracts.
 - k. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
- 2. Within sixty (60) days of receipt of appropriate documentation from the Sponsor showing expenditure of funds for project development, reimburse the Sponsor for eligible expenses at the approved Federal-aid rate.
 - 3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.
 - 4. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated by the Sponsor prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering and/or right-of-way acquisition.
 - 5. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

SECTION III. That the Sponsor shall:

1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of **TWO THOUSAND DOLLARS (\$2,000)**, estimated to be the total expense to the State referred to in Section I, Paragraph 2. In addition, pay to the State the cost of all incidental services provided by the State upon receipt of the billing provided for in Section II, Paragraph 3. These funds will be credited towards the Sponsor's match on the project.
2. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated by the Sponsor prior to completion.
3. With the assistance of the State, hire a consultant for development of the project.
4. Make timely payment of all consultant invoices throughout the design of the project. Periodically the Sponsor may submit allowable Consultant invoices and receipts to the State showing payment of same. The State will reimburse the Sponsor for eligible expenses less the Sponsor's match.
5. Advertise for and hold a formal public hearing if required in accordance with the Idaho Open Meetings Law.
6. Coordinate the relocation of utilities within the right-of-way of the project. Federal-aid utility relocations will be processed in accordance with the applicable provisions of 23 CFR and the Sponsor's utility policies and procedures.
7. Right of Way
 - a. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.
 - b. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project unless the property value meets the requirements in Idaho Code Section 54-4105(5) and 45 CFR 24.102.

- c. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.
- d. Provide a monthly right-of-way status report (ITD-2161), and forward it to the project manager.
- e. Before initiating negotiations for any real property required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.
- f. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a State Approved Negotiator if necessary.
- g. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.
- h. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and upon request of the State, authorize the State to negotiate on the Sponsor's behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.

- i. Ensure to the greatest extent practicable that no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days written notice prior to advertisement of the project.
8. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with the provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.
9. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the State an environmental evaluation that includes cultural resources and any other documentation required by the National Environmental Policy Act.
10. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.
11. Comply with Attachment 1 attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Attachment 1 if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.

12. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
13. Comply with all other applicable State and Federal regulations.

EXECUTION

This Agreement is executed for the State by its Division Administrator, and executed for the SPONSOR by the MAYOR AND COUNCIL, attested to by the CITY CLERK, with the imprinted Corporate Seal of the CITY OF IDAHO FALLS.

IDAHO TRANSPORTATION DEPARTMENT

Division Administrator

ATTEST:

CITY OF IDAHO FALLS

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

wd: 23703 SLA PD

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF IDAHO FALLS**, hereafter called the **CITY**, for construction of City Radar Signs; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A023(703) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Idaho Falls, held on

_____, _____.

(Seal)

City Clerk

ATTACHMENT 1

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.
<http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be

included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8884

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Revised: 03-09, 08-10, 08-17

Memorandum

File #: 25-160

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, February 19, 2025
DEPARTMENT: Public Works

Subject

Professional Services Agreement with Stantec Consulting Services to complete a Secondary Treatment Evaluation and Design a CleanB Upgrade at the Wastewater Treatment Plant

Council Action Desired

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

Approve the Professional Services Agreement with Stantec Consulting Services Inc., and authorize the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached for your consideration is a Professional Services Agreement with Stantec Consulting Services to complete a Secondary Treatment Evaluation and design a CleanB Upgrade at the Wastewater Treatment Plant. This work was identified as a near-term priority within the approved Wastewater Facility Plan.

Alignment with City & Department Planning Objectives



- ☐ ☐ ☐ ☐ ☐ ☐ ☒ ☒

This Agreement supports the community-oriented results of reliable public infrastructure and environmental sustainability by evaluating and upgrading the Wastewater Treatment Plant.

Interdepartmental Coordination

Interdepartmental coordination will take place as needed to complete the tasks associated with the Agreement.

Fiscal Impact

The total not-to-exceed cost to complete the described work amounts to \$652,630. Sufficient budget and spending authority exist within the Wastewater Fund to execute the Agreement.

Legal Review

The Agreement was prepared by the office of the City Attorney.

2025-011

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN STANTEC
CONSULTING SERVICES, INC., AND CITY OF IDAHO FALLS, IDAHO**

THIS AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN STANTEC CONSULTING SERVICES, INC., AND CITY OF IDAHO FALLS, IDAHO, (“AGREEMENT”), made and entered into this ____ day of _____, 2025, between City of Idaho Falls, Idaho, a municipal corporation, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (“CITY”), and Stantec Consulting Services, Inc., whose address is 727 E. Riverpark Lane, Suite 150, Boise, Idaho 83706 (“CONSULTANT”).

WITNESSETH:

WHEREAS, CITY desires to accept a proposal to provide services necessary for the Wastewater Treatment Plant (“WWTP”) to complete the CleanB™ Design and Secondary Evaluation Project (the “Project”); and

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

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

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

SECTION I: SCOPE OF WORK

As stated in CITY’s 2024 Facility Plan Update, CITY’s Wastewater Treatment Plant (“WWTP”) has capacity limitations in both the digestion complex (hydraulic retention time) and the secondary treatment system (ammonia loading). In addition, the WWTP is undergoing an upgrade to its biosolids handling process by shifting from lagoon biosolids storage with liquid land application to mechanical dewatering and biosolids land application. The purpose of this Agreement is for CITY to receive from CONSULTANT services necessary to address the CITY’s WWTP’s capacity concerns by (1) designing and installing a CleanB system to relieve the hydraulic and solids loading the two existing anaerobic mesophilic digesters and (2) further evaluating the secondary system capacity, including loadings from the new side stream and the potential nutrient reductions from the CleanB system installation, as further detailed in this Scope of Work (the “Project”).

CONSULTANT’s Scope of Work shall consist of the following activities:

TASK 1: Project Management

The Project management and coordination work for this Task shall include the following subtasks below.

1.1 Progress Reporting Meetings. CONSULTANT shall keep CITY advised of the status of

the Project. This coordination shall include monthly update meetings with CITY with an average of four (4) staff to communicate and document Task by Task status, identified Project risks, action items, change of conditions, schedule updates, financial status, and other miscellaneous items that arise. The meetings are expected to be virtual and approximately one (1) hour in duration. CONSULTANT shall submit meeting notes within two (2) working days of the meetings. Separate technical workshops and meetings shall be scheduled outside of these monthly updates as described in other tasks below.

- 1.2 Progress Tracking, Invoicing and Reporting. CONSULTANT shall track the Project's progress for both financial and schedule maintenance purposes, coordinate with teaming partner/subconsultant (Keller/STRATA) and prepare monthly invoices which include written status reports for each invoice submittal.
- 1.3 Internal Team Coordination. CONSULTANT shall meet internally on a frequent basis to coordinate status, identify needs on technical evaluations, work through challenges and risks, and provide a forum for issues or questions that need to be addressed with CITY or that need further attention within the planning Team. Items identified in these meetings that need to be addressed with CITY shall be added to the monthly update meeting agenda or as an impromptu CITY communication if needed.

TASK 2: CleanB Design

- 2.1 Design Criteria Development. In this Task, CONSULTANT shall confirm the design criteria to be used for the CleanB system Preliminary Engineering Report (PER) and thirty percent (30%) design as described in Task 2.4 along with identifying the performance parameters needed to support the secondary evaluation. This shall be performed by developing a list of design criteria in parallel to requests for information (RFIs) to CITY for various information (flow and loading data, record drawings, equipment information, etc.).

Once the information is obtained, CONSULTANT shall determine if there are any significant information gaps that necessitate additional investigation. After the design criteria have been established, CONSULTANT shall document the design criteria in a draft technical memorandum (TM) for CITY review and finalization to move forward with the PER.

Assumptions:

- A. There shall be two (2) RFI requests to obtain existing information for the preliminary and final designs for the CleanB design.
- B. There shall be two (2) RFI requests to obtain existing information for the modeling secondary system evaluation.
- C. CONSULTANT shall be entitled to reasonably rely upon the information and data

provided by CITY or others, including data obtained from generally acceptable sources within the industry, without independent verification except to the extent such verification is expressly included herein.

- D. Two (2) formal site trips shall be part of this effort. The first shall be to investigate site conditions and review the design criteria and RFI needs, and the second shall be to review the Design Criteria TM and investigate any remaining information design gaps, as applicable. Three Team staff will attend each site visit with notes taken and distributed generally within two days of the meetings.
 - E. Flows and load projections shall be used from the forecasting work performed in the Facility Plan Update. No additional population or flow/loading updates are expected to be needed outside of the new sidestream flows as part of this effort.
- 2.2 Permitting. CONSULTANT shall coordinate with the Idaho Department of Environmental Quality (“IDEQ”) and any other agencies having jurisdiction on potential permit limitations with a CleanB system. In addition, CONSULTANT shall evaluate the existing IPDES permit and coordinate with IDEQ on any expected or potential future permit limits. This IPDES permit information shall be used in conjunction with the secondary evaluation to accurately determine expected remaining capacity.

Assumptions:

- A. CONSULTANT shall hold two (2) meetings with IDEQ staff in charge of the biosolids and the IPDES permitting. One (1) of the meetings shall be in-person with one (1) virtual. Two (2) staff are expected to be at the in-person meeting with four (4) staff at the virtual meeting.
 - B. The IDEQ communication shall be documented in the PER write-up.
- 2.3 CleanB Site Visit. CONSULTANT shall coordinate one (1) site visit with CITY staff to facilities using the CleanB system. It is assumed this site visit will be two (2) full days in duration. CONSULTANT shall prepare key questions and discussion items in advance, as well as prepare site visit notes following the meeting for distribution.

Assumptions:

- A. Sites are expected to be within the United States.
 - B. Two (2) CONSULTANT staff shall attend each Site visit.
- 2.4 Preliminary Design.
- 2.4.1 Thirty percent (30%) Design and PER.

CONSULTANT shall incorporate the work from the 2024 Facility Plan and from the

design criteria development process into the drafting of a PER for the CleanB design following Idaho Administrative Procedures Act (“IDAPA”) standards and using CONSULTANT’s recent experience and information obtained from the City of Nampa CleanB pilot and evaluation where relevant. In parallel and as part of the PER effort, CONSULTANT shall develop preliminary design documents (30%) for CITY review and incorporate into the PER IDEQ submittal for review and approval.

CONSULTANT shall schedule and coordinate a draft PER and thirty percent (30%) design review workshop approximately two (2) weeks after submission to CITY, prior to sending to IDEQ and prior to moving forward with the ninety percent (90%) design.

A Class 4 Opinion of Probable Construction Cost (“OPCC”) shall be developed and submitted to CITY prior to the review workshop.

2.4.2 Geotechnical Evaluation.

CONSULTANT shall subcontract a geotechnical engineer (STRATA) to provide an evaluation and report on soil bearing, settlement, dewatering and/or any additional concerns that may be identified as part of the preliminary design.

Assumptions:

- A. The thirty percent (30%) design is expected to include:
 - 1) Major demolition.
 - 2) Site improvements layout including facilities layout (new building), piping and general hydraulics.
 - 3) Preliminary process flow diagram and design criteria.
 - 4) CleanB facility and general connection configurations.
 - 5) Electrical one-line drawings.
 - 6) List of technical specifications.
 - 7) Control strategies.
 - 8) Preliminary process and instrumentation diagram.
- B. CITY shall perform survey work as coordinated with CONSULTANT’s design Team for specific survey boundaries and needs.
- C. This information shall be documented in the PER write-up.
- D. PER and thirty percent (30%) workshop comments and additional information shall be formally addressed and documented with appropriate revisions made to the draft PER prior for submittal to IDEQ. Two (2) of CONSULTANT’s staff are expected to attend the workshop in-person with additional virtual attendees as deemed necessary by CONSULTANT’s design Team.
- E. The PER shall be developed per IDAPA 58.01.16.411.

- F. All deliverables shall be reviewed by independent and qualified reviewers prior to submission to CITY or IDEQ.
- G. The existing WAS pumps are adequate to convey the WAS sludge without additional pumping design or installation.
- H. The CleanB unit will be located between the Primary Effluent Pump Station and the aeration basins.
- I. CONSULTANT shall provide preliminary design with options for the following WAS routing:
 - 1) Bypass the CleanB unit to route as is currently processed.
 - 2) Direct feed to the CleanB unit and the dewatering system (without holding).
 - 3) Direct feed to the CleanB unit and to the sludge holding tank
- J. A Class 4 opinion of probable construction cost is generally prepared based on limited information, and subsequently have fairly wide accuracy ranges. The typical accuracy ranges are -15% to -30% on the low side, and +20% to +50% on the high side, depending on the technological complexity of the project, appropriate reference information, and the inclusion of an appropriate contingency determination. Class 4 costing is typically used for strategic planning or as preliminary budget approval for the next stage.

2.5 CleanB Final Design. CONSULTANT shall address any remaining deferred CITY comments from the thirty percent (30%) stage and IDEQ PER review comments and progress the design toward draft final ninety percent (90%) design. Upon ninety percent (90%) design completion, CONSULTANT shall lead a review workshop within approximately two (2) weeks after the submission to CITY. Comments from the review workshop shall be addressed, formally responded to and incorporated into the final Issued for Construction (“IFC”) design documents. After the ninety percent (90%) review workshop, CONSULTANT shall progress the design to a stamped IFC level for IDEQ and CITY’s Building Department for review and approval prior to contractor bid advertisement.

A Class 3 OPCC shall be developed as part of the ninety percent (90%) design set and submitted to CITY prior to the review workshop.

Assumptions:

- A. The ninety percent (90%) design is expected to include all drawings and specifications except for the ‘Division 0’ bidding contract/agreement specifications, which shall be finalized prior to IDEQ submission.
- B. CITY shall lead the development of the Division 0 specifications with CONSULTANT providing input and reviewing them as needed for incorporation into the IFC bid documents.

- C. All deliverables shall be reviewed by independent and qualified reviewers prior to submission to CITY or IDEQ. Approximately eighty-five (85) design sheets are expected.
 - D. All deliverables shall be provided digitally with up to four (4) hard copies as requested (specs – 8.5”x11” / plans 11”x17”).
 - E. The CleanB Building shall be approximately twenty feet (20’) tall and forty feet by forty feet (40’x 40’) brick or CMU block style.
 - F. The CleanB unit and chemical feed system shall be part of a vendor package system by BCR.
 - G. A Class 3 opinion of probable construction cost is generally prepared to form the basis for budget authorization, appropriation, and/or funding. A Class 3 effort usually involves more deterministic costing methods than stochastic, but at an assembly level of detail rather than unit cost line items. Factoring may be used to cost less significant areas. The typical accuracy ranges are -10% to -20% on the low side, and +10% to +30% on the high side, depending on the technological complexity of the project, appropriate reference information, and the inclusion of an appropriate contingency determination.
- 2.6 Updated Biosolids Management Plan. With the addition of a CleanB treatment system and shift away from liquid biosolids land application to drier solids land application, the existing Biosolids Management Plan (“BMP”) shall be outdated. CONSULTANT shall lead the revision of the BMP and follow the template recently developed BMP update for the City of Pocatello, which made a similar revision. A draft BMP shall be shared with CITY and shall be finalized after receipt of CITY comments. The draft BMP review meeting shall be virtual.

Assumptions:

- A. Coordination with IDEQ shall be limited to two (2) virtual meetings. Each meeting shall be one (1) hour with up to two (2) CONSULTANT’s staff in attendance.
 - B. After the draft BMP has been delivered to CITY, CONSULTANT shall lead one (1) virtual meeting with CITY to discuss review comments. The meeting shall be held virtually with CITY and three (3) of CONSULTANT’s staff.
- 2.7 Procurement Support.
- 2.7.1 Contractor Prequalification.

CONSULTANT shall support CITY in the prequalification of contractors prior to the invitation to bid. This support shall include assistance in developing the qualifications package and selection criteria, answering contractor questions, qualifications review, and

notice of short listing.

2.7.2 Bidding Services.

CONSULTANT shall support CITY in the bidding for the CleanB Project including development of the bid description, coordination of a pre-bid conference, answering contractor questions, issuing addenda and attending and supporting the bid opening. In addition, CONSULTANT shall review the bids and prepare a bid evaluation letter for CITY incorporation into the City Council approval for construction.

Assumptions:

- A. Advertisement and ultimate selection will be the responsibility of CITY.
- B. CONSULTANT has budgeted forty (40) hours for contractor prequalification support for budgeting purposes.
- C. Conformed documents are not required as part of the bidding support.
- D. CONSULTANT shall lead a pre-bid meeting with contractors. Pre-bid preparation services shall include development of a bid agenda, site tour and distribution of meeting notes. Three (3) of CONSULTANT's Team members are expected to attend the meeting.
- E. The bid opening shall be in-person, and CONSULTANT shall have two (2) staff in attendance.
- F. Up to three (3) addenda shall be provided as part of the bidding process.
- G. This Scope of Work does not include any services during construction ("SDC") or support after the notice-to-proceed has been issued to the awarded contractor. SDC services shall be as part of a future proposal as requested.

TASK 3: Secondary System Evaluation

- 3.1 Sampling Guidance. Several batches of sampling shall be needed during this Project. CONSULTANT shall evaluate the existing sampling locations and information and provide recommendations for revisions including the need for additional sampling locations, sampling methods or simplification of the current sampling system should this be practical. CONSULTANT shall also prepare a Sampling and Analysis Plan ("SAP") for detailed wastewater characterization needed for the biological process model. This guidance and SAP shall be drafted for CITY review and finalization upon review and incorporation of CITY comments.
- 3.2 Model Setup and Calibration. CONSULTANT shall develop a secondary system biological model using BioWin TM ("BioWin") software to theoretically match the

existing treatment system from the primary effluent through the secondary clarification process. This effort shall include review of the expected results and calibrating the model to match actual conditions. Once CITY completes the mechanical dewatering system and it is running in a 'steady state' and stable condition, CONSULTANT shall update the model calibration based on the new process configuration.

- 3.3 Pre-CleanB Sidestream Sampling. Once the mechanical dewatering system is operating in a steady state, the 'pressate' sidestream flows can be sampled to help further calibrate the model and determine remaining capacity in the secondary system with these new loadings and no CleanB installed. The model shall also be used to predict the impacts from the change to CleanB treated WAS.
- 3.4 Post-CleanB Sidestream Loadings. Upon CleanB installation and system stabilization, CONSULTANT shall use the updated sidestream sampling data to update the model and get a more reliable remaining secondary system capacity to update the need and timing of future secondary improvement projects.
- 3.5 Secondary System Evaluation TM. CONSULTANT shall prepare a Technical Memorandum ("TM") documenting the model setup, calibration, validation, and capacity analysis. This TM shall describe the impact of the dewatering improvements on the secondary process capacity, document the expected impacts of the CleanB system, and identify the timeframe for required secondary process expansion based on flow and load projections from the Facility Plan Update.

Assumptions:

- A. CITY shall perform all sampling and associated laboratory work as needed to supplement the information already available in particular with the new pressate and sludge characteristics after the mechanical dewatering and CleanB facilities are started.
- B. One (1) ninety (90) minute modeling kickoff meeting shall be held as part of this Task. Three (3) staff shall attend virtually unless coordinated as part of the initial site visit.
- C. Three (3) thirty (30) minute update meetings shall be held as part of the Secondary Evaluation Effort.
- D. The meeting shall be part of the monthly update meeting and shall include three (3) of CONSULTANT's Team staff.
- E. A one (1) hour virtual Secondary System Evaluation TM review meeting shall be held as part of this Task.

SECTION II:

A. Independent Contractor.

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

B. Fees and Conditions for Professional Services.

1. Payment for all services described in this AGREEMENT is provided in accordance with the cost described in Section II.B.2. of this AGREEMENT.
2. CONSULTANT shall perform the proposed work on an hourly rate plus expenses basis. Exhibit "A" attached to this AGREEMENT presents a breakdown CONSULTANT anticipated expending on this Project for each phase of the Scope of Work. The total estimated amount "not to exceed" shall be Six Hundred Fifty-Two Thousand Six Hundred Thirty dollars (\$652,630).
 - (a) The fees identified herein in each Task are approximate only. Monies may be shifted between Tasks as needed provided the overall not-to-exceed amount is not exceeded.
 - (b) Services provided by CONSULTANT personnel in various labor categories shall be billed at the negotiated hourly rates (inclusive of salary, overhead, and fee), as detailed in Exhibit "A".
 - (c) Travel rates shall not be billed CITY for travel based within sixty (60) miles of CITY limits.
 - (d) Subconsultant markups shall be limited to ten percent (10%) and shall be paid on a lump sum basis.

C. Additional Services Available Upon Request.

1. Services During Construction. CONSULTANT is able to provide construction services, as required to match CITY needs, as part of a future Task order.
2. Alternatives Evaluation. CONSULTANT is able to provide further alternative evaluations of secondary treatment capacity systems based on updated modeling information and updated WWTP data from new mechanical dewatering and CleanB systems.

SECTION III:

A. Termination of Agreement.

Either Party may terminate this AGREEMENT with thirty (30) days' written notice without cause and without further liability to either Party except as designated by this section. In the event of termination, CONSULTANT shall be paid for services performed to termination date, based upon the work completed.

B. Extent of Agreement.

This AGREEMENT may be amended only by written instrument signed by both Parties hereto.

C. CONSULTANT's Duty of Care.

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

D. Compliance with Law.

CONSULTANT shall, at all times during the term of this AGREEMENT, comply with all state, federal, and city laws, codes, regulations, and policies relative to CONSULTANT's services.

E. Indemnification.

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

F. Costs and Attorney Fees.

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

G. Jurisdiction and Venue.

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

H. Binding of Successors.

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

I. Modification and Assignability of Agreement.

This AGREEMENT contains the entire agreement between the Parties concerning the professional services, and no statements, promises, or inducements made by either Party, or agents of either Party, are valid or binding unless contained herein. No other statement, including any general conditions attached as a part of any proposal submitted to CITY that led to the negotiation or inducements towards the mutual acceptance of this AGREEMENT, shall constitute a binding agreement in relation to the subject matter of this AGREEMENT. This AGREEMENT may not be enlarged, modified, or altered except upon written agreement signed by the Parties hereto. CONSULTANT may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this AGREEMENT as if named specifically herein.

J. CITY'S Representatives.

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

K. Conflict of Interest.

CONSULTANT covenants that they presently have no interest and will not acquire any interest, direct or indirect, in Project which would conflict in any manner or degree with the performance of services hereunder. CONSULTANT further covenants that, in performing this Agreement, they will employ no person who has any such interest.

L. Ownership and Publication of Materials.

All reports, information, data and other materials prepared by CONSULTANT pursuant to this Agreement and actually delivered to CITY shall be the property of CITY, which shall have the exclusive and unrestricted authority to release, publish, or otherwise use them, in whole or in part. All such materials delivered to CITY under this Agreement shall not be subject to copyright or patent in the United States or in any other country without the prior written approval and express authorization of CITY. The parties acknowledge and agree that CITY is a public entity subject to the public disclosure requirements of the Idaho Public Records Act, Idaho Code § 74-101, et seq., and that reports, information, data, and

other material delivered to CITY shall be subject to public disclosure.

M. Non-discrimination.

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

N. 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.

O. Certification of No Chinese 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 China.

IN WITNESS WHEREOF, the Parties hereto have executed the foregoing AGREEMENT as indicated above.

“CITY”

City of Idaho Falls, Idaho

“CONSULTANT”

Stantec Consulting Services, Inc.

By _____
Rebecca L. Noah Casper, Ph.D.

By _____
Nick Smith, P.E., PMP

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2025, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, Ph.D., known to me to be the Mayor of the City of Idaho Falls, Idaho, a municipal corporation that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said City.

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

(Seal)

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

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 20 day of February, 2025, before me, the undersigned, a notary public, in and for said State, personally appeared Nick Smith, known or identified to me to be the Project Manager for Stantec Consulting Services, Inc., and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf of Stantec Consulting Services, Inc.

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



Arnell Vail
Notary Public of Idaho
Residing at: Boise, Idaho
My Commission Expires: 09-28-2026