



CITY COUNCIL AGENDA

City of Idaho Falls
City Council Meeting
680 Park Avenue

Thursday

April 17, 2025

7:30pm

Mayor

Rebecca Casper

City Council

Lisa Burtenshaw
Council President, Seat 2

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, April 17, 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) Municipal Services

- 1) Treasurer's Report for February 2025 25-225

Attachments: February 2025 Treasurer's Report

B) Idaho Falls Power

- 1) 2025 Trade Confirmation Agreements 25-212

Attachments: 2025 Trade Confirms - Combined/Executed v2

- 2) Ford F550 Bucket Truck Purchase 25-223

Attachments: Quote - Idaho Falls - 1781513

C) Office of the City Clerk

- 1) City Council Meeting Minutes 25-205

Attachments: Minutes 03.03.25
Minutes 03.06.25
Minutes 03.17.25

- 2) March 2025 Licensing through the Office of the City Clerk 25-206

Attachments: March 2025 New Business Licenses
March 2025 Renewed Business Licenses
March 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) Idaho Falls Power**

- 1) OEMR Energy Resiliency Grant Subaward Agreement - Idaho Falls **25-229**
Downtown Alleyways

Historic downtown Idaho Falls has three remaining alleys with overhead power lines. These lines present unique operational and aesthetic issues. This infrastructure is difficult and costly to upgrade and underground due to limited workspace in downtown alleyways. IFP secured a grant through OEMR to reimburse 65% of the cost for underground power lines in the alleys between Broadway and A Street, A Street and B Street, and Constitution and D Street.

Action Item(s):

Approve the Idaho Falls Downtown electrical services underground project for a total cost of \$2,000,000 and approve the Idaho Office of Energy and Mineral Resources (OEMR) Energy Resiliency Grant Subaward agreement which reimburses the city for \$1,200,000, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: 40101(d) Subaward Agreement_IFP_40101d-R1-07

B) Public Works

- 1) City of Idaho Falls Subdivision Irrigation Water Agreement with Idaho **25-227**
Irrigation District

Attached for your consideration is a Subdivision Irrigation Water Agreement with Idaho Irrigation District to memorialize understanding concerning delivery, assessment, system operation, and use of District surface and storage water for properties developed inside the City.

Action Item(s):

Approve the Subdivision Water Irrigation Agreement with Idaho Irrigation District and authorize the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Subdivision Irrigation Water Agreement

C) Municipal Services

- 1) Consideration of Impact Fee Study Parameters **25-231**

An updated Impact Fee study for the City is being conducted by TischlerBise. Guidance and input from City leaders is required to complete the study. Before offering that guidance, the Council wishes to consider the rationale, conclusions, and recommendations of the Impact Fee Advisory Committee. The Council is particularly interested in the Advisory Committee's input on the methodology to be applied to the valuation of residential units as well as any other study elements.

Action Item(s):

Receive and consider the rationale, conclusions, and recommendations of the Impact Fee Advisory Committee and give Council direction to Staff (or take other appropriate action).

6. **Announcements**

7. **Adjournment**

File #: 25-225

City Council Meeting

FROM: Mark Hagedorn, City Treasurer
DATE: Tuesday, April 8, 2025
DEPARTMENT: Municipal Services

Subject

Treasurer's Report for February 2025

Council Action Desired

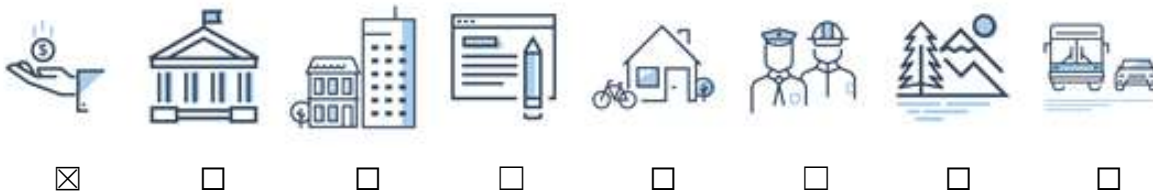
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
 Approve the Treasurer's Report for February 2025 (or take other action deemed appropriate).

Description, Background Information & Purpose

A monthly Treasurer's Report is required for City Council review and approval pursuant to Idaho Statutes Title 50-208(1). Please find attached the Treasurer's report for February 2025.

For the month of February 2025, cash and investments total \$216.2M. Total fiscal year-to-date receipts received and reconciled to the general ledger were reported at \$121.6M, which includes revenues of \$57.7M for charges for services, taxes and intergovernmental revenues of \$43.9M and 14.4M from other financing sources. Total fiscal year-to-date distributions reconciled to the general ledger were reported at \$95.8M. This includes salary and benefits of \$38.4M, operating costs of \$41.6M, and capital and other expenditures of 15.8M.

Alignment with City & Department Planning Objectives



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

Interdepartmental Coordination

N/A

Fiscal Impact

N/A

Legal Review

N/A



City of Idaho Falls

Treasurer's Report

February 28, 2025

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Prepared By: Mark Hagedorn, City Treasurer



City of Idaho Falls
Bank Reconciliation Summary
February 28, 2025

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	8,957,043	(8,957,043)	1,000,000
Bank of Idaho 1952 PFC	3,515,306	209,951	(100,347)	3,624,911
Bank of Idaho 2720 Payroll	1,000,000	6,326,107	(6,326,107)	1,000,000
Bank of Idaho 9134 Accounts Payable	-	5,990,987	(5,990,987)	-
Bank of Idaho 2845 Treasurer's Office	1,099,116	5,957,732	(6,037,126)	1,019,722
Bank of Idaho 2886 Sweep	5,575,888	31,030,226	(31,723,656)	4,882,459
Bank of Idaho 1500- Vendor Payments	-	989,505	(989,505)	-
Frontier Bank 0590- Evidence	766,295	720,173	(718,173)	768,295
Wells Fargo 0017- Safe Keeping	760,634	9,400,103	(9,870,610)	290,126
Wells Fargo 0962- Grants	-	25,489	(25,489)	-
Wells Fargo 4394-Power Payments	-	277,364	(277,364)	-
Wells Fargo 7687-EMS	-	370,455	(370,455)	-
Investment Portfolio	204,409,664	9,740,739	(10,065,350)	204,085,053
Total Financial Institution Balances	\$ 218,226,903	\$ 79,995,875	\$ (81,452,212)	\$ 216,770,566
Reconciling Items:	Beginning	Deposits	Withdrawals / Market Value	Ending
Current Reconciling Items	\$ (2,359,274)	\$ (337,890)	\$ 2,119,344	\$ (577,819)
Total Reconciled Balances	\$ 215,867,629	\$ 79,657,986	\$ (79,332,868)	\$ 216,192,747
General Accounting Ledger	Beginning Ledger Balances	Debits	Credits	Ending Ledger Balances
Cash (Accounts 101 and 102)	\$ 139,260,044	\$ 71,489,409	\$ (70,791,201)	\$ 139,958,251
Designated/Restricted Cash (106 and 107)	59,400,716	272,333	(540,654)	59,132,396
MERF Cash (105)	16,901,224	565,710	(425,169)	17,041,766
Payroll Liability Cash (80)	305,645	4,040,520	(4,285,831)	60,334
Monthly Reconciling Items				
Total General Ledger Balances	\$ 215,867,629	\$ 76,367,972	\$ (76,042,855)	\$ 216,192,747



City of Idaho Falls
Summary of Cash by Fund and Year
February 28, 2025

#	FUND	2022	2023	2024	2025
1	GENERAL FUND	\$ 29,000,880	\$ 31,162,254	\$ 32,915,424	\$ 34,914,908
2	GENERAL CIP FUND	-	-	-	-
10	STREET FUND	5,138,196	9,170,603	12,607,504	12,208,281
11	RECREATION FUND	717,040	318,607	372,044	695,946
12	LIBRARY FUND	4,493,806	4,604,766	4,564,166	4,381,195
13	AIRPORT PFC FUND	988,967	2,046,052	2,851,029	3,624,902
14	MUNICIPAL EQUIP. REPLCMT.	99,302	-	-	-
15	EL. LT. WEATHERIZATION FD	3,766,419	-	-	-
16	BUSINESS IMPROVEMENT DISTRICT	107,222	92,813	44,650	17,960
18	GOLF FUND	(585,122)	(437,666)	(473,990)	(637,414)
19	RISK MANAGEMENT FUND	3,725,385	4,051,035	4,330,790	4,783,506
20	SELF-INSURANCE FUND	4,593,608	4,537,231	4,675,253	6,405,224
21	AIRPORT CFC FUND	-	-	453,163	946,689
23	EMERGENCY MEDICAL SERVICES	(572,181)	1,274,541	2,577,609	2,537,237
24	WILDLAND FIRE FUND	815,791	870,745	941,631	1,168,862
32	POLICE IMPACT FEES	-	76,344	564,659	1,464,443
33	FIRE IMPACT FEES	-	22,660	342,254	1,149,475
34	PARKS IMPACT FEES	-	51,266	847,078	2,747,104
35	STREETS IMPACT FEES	-	289,387	2,431,966	6,487,878
41	PUBLIC WORKS CIP FUND	2,596,605	2,752,870	3,105,216	3,856,673
42	STREET CIP FUND	898,275	961,972	4,411,447	1,098,449
43	BRIDGE & ARTERIAL FUND	869,467	1,008,769	1,340,456	1,084,200
45	SURFACE DRAINAGE FUND	192,212	163,346	671	-
46	TRAFFIC LIGHT CIP FUND	1,285,033	1,248,091	1,421,416	1,246,952
47	PARKS CIP FUND	60,436	(164,991)	(151,178)	1,728
49	ZOO CIP FUND	432,555	520,181	758,642	840,084
50	FRONTIER CENTER CIP FUND	203,095	204,062	214,248	1,656,723
51	GOLF CIP FUND	538,897	157,705	173,060	309,165
52	POLICE CIP FUND	1,230	(540,302)	(710,852)	(183,331)
60	AIRPORT FUND	28,425	(1,630,439)	(1,217,198)	1,869,322
61	WATER FUND	17,675,112	20,018,143	25,007,460	27,424,217
62	SANITATION FUND	5,927,147	6,201,184	7,091,128	7,792,892
64	IDAHO FALLS POWER FUND	39,901,981	53,942,417	51,723,313	61,067,279
67	FIBER FUND	1,120,815	461,191	1,045,049	763,736
68	WASTEWATER FUND	29,460,596	28,148,769	27,119,772	24,468,461
TOTAL		\$ 153,481,194	\$ 171,583,606	\$ 191,377,880	\$ 216,192,747



City of Idaho Falls
Monthly Revenue and Expense Summary
February 28, 2025

Revenue

Fund Type	Taxes / Intergovernmental	Charges for Services	Permits / Fees	Interest	Other Financing Sources	Total	Budget	%
General Fund	\$ 33,873,295	\$ 600,479	\$ 977,359	\$ 18,222	\$ 1,695,262	\$ 37,164,618	\$ 72,624,269	51.17%
Special Revenue Funds	8,700,460	4,005,639	10,698	130,056	1,097,592	13,944,445	30,614,595	45.55%
Internal Service Funds	-	-	-	44,354	2,514,784	2,559,138	3,625,000	70.60%
Impact Fee Funds	-	-	3,254,091	79,331	-	3,333,422	4,057,270	82.16%
Capital Improvement Funds	1,621,237	60,070	-	30,717	796,829	2,508,853	8,673,618	28.93%
Enterprise Funds	(274,329)	53,060,580	-	1,038,889	8,294,505	62,119,644	191,396,176	32.46%
Total Revenue	\$ 43,920,664	\$ 57,726,768	\$ 4,242,148	\$ 1,341,567	\$ 14,398,972	\$ 121,630,120	\$ 310,990,928	39.11%

Expenditures

Fund Type	Personnel Cost	Operating Expense	Capital	Debt	Interfund	Total	Budget	%
General Fund	\$ 22,196,357	\$ 8,357,213	\$ 1,337,032	\$ -	\$ (5,287,779)	\$ 26,602,823	\$ 76,296,881	34.87%
Special Revenue Funds	5,838,224	3,662,838	1,133,595	-	819,749	11,454,406	38,789,287	29.53%
Internal Service Funds	39,253	1,448,336	-	-	-	1,487,589	6,890,292	21.59%
Impact Fee Funds	-	-	-	-	-	-	7,638,000	0.00%
Capital Improvement Funds	-	198,700	1,458,361	-	(37,284)	1,619,777	14,376,000	11.27%
Enterprise Funds	10,331,230	27,992,021	15,046,550	1,457,227	(94,217)	54,732,811	228,680,220	23.93%
Total Expenditures	\$ 38,405,064	\$ 41,659,108	\$ 18,975,538	\$ 1,457,227	\$ (4,599,531)	\$ 95,897,406	\$ 372,670,680	25.73%



City of Idaho Falls Summary of Significant Adjustments February 28, 2025

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 are no significant budget adjustments this month

File #: 25-212

City Council Meeting

FROM: Bear Prairie, General Manager
DATE: Tuesday, April 1, 2025
DEPARTMENT: Idaho Falls Power

Subject

2025 Trade Confirmation Agreements

Council Action Desired

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

Ratify the trade agreements for Shell, TEA Energy Authority, Heber Light and Power, and Brookfield Renewable U.S. for a total surplus sales amount of \$2,597,996.00 (or take other action deemed appropriate).

Description, Background Information & Purpose

Idaho Falls Power requests ratification of these power trade agreements with the aforementioned organizations to sell from 5-20 MWs of surplus light and heavy load hours (54,560 MWh total) for the period of April through September 2025 for a total sales amount of \$2,597,996. These transactions comply with the energy risk management policy and reduce deficit and surplus power supply positions.

Alignment with City & Department Planning Objectives



This action supports our good governance result by supporting decision making with timely and accurate, short-term analysis that enhances vision and planning, ensuring access to reliable and affordable power. This action also supports the financial stability and risk management elements of IFP's Strategic Plan.

Interdepartmental Coordination

n/a

Fiscal Impact

This action complies with risk management policies and are within IFP's planned power supply budget.

Legal Review

n/a



Shell Energy North America (US), L.P.

1000 MAIN ST FL 12
HOUSTON, TX 77002-6367
877-504-2491

March 21, 2025

Deal No.

4426281

CITY OF IDAHO FALLS
140 S CAPITOL AVENUE,
IDAHO FALLS, ID 83405
Fax: 1(208)612-8435

CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on March 20, 2025, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

BUYER: Shell Energy North America (US), L.P.

SELLER: CITY OF IDAHO FALLS

PRODUCT/FIRMNESS: FIRM

PERIOD OF DELIVERY 06/01/2025 through 06/30/2025 ✓

QUANTITY: 10 Mws of energy per hour ✓

PRICE: \$ 34/Mwhr Fixed ✓

DELIVERY POINT(S): MONA

SCHEDULING: NERC Holidays , Hours ending 0100 thru 2400; Monday thru Saturday, Hours ending 0100 thru 0600; Monday thru Saturday, Hours ending 2300 thru 2400; Sunday thru Sunday, Hours ending 0100 thru 2400

TIME ZONE: PPT

TOTAL MWH: 3,200 ✓

SPECIAL CONDITIONS: Seller and Buyer agree to notify each other as soon as practically possible of any interruption or curtailment affecting this transaction. Seller should notify Shell at 1-(800) 267-2562.

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 02/01/2000

No Challenges; Defense of Agreement. Neither Party will exercise any of its respective rights under Section 205 or Section 206 of the Federal Power Acts to challenge or seek to modify any of the rates or other terms and conditions of this Agreement.

Mobile-Sierra.

(a) Absent the agreement of all parties to the proposed change, the standard of review for changes to any portion of this Agreement or any Transaction entered into hereunder proposed by a Party, a non-party, or the Federal Energy Regulatory Commission acting sua sponte, shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra" doctrine).

(b) The Parties agree that, if and to the extent that FERC adopts a final Mobile-Sierra policy statement in Docket No. PL02-7-000 ("Final Policy Statement"), which requires that, in order to exclude application of the "just and reasonable" standard under Sections 205 and 206 of the Federal Power Act, the Parties must agree to language which varies from that set forth in clause (a) immediately above, then, without further action of either Party, such Section shall be deemed amended to incorporate the specific language in the Final Policy Statement that requires the "public interest" standard of review.

This Confirmation sets forth the terms of the transaction into which the Parties have entered into and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of electric energy and/or electric capacity. Please have this confirmation executed by an authorized representative or officer of your company and return via facsimile to 713-767-5414 or email SENA-Confirmations-Power@shell.com. If no objection to this Confirmation has been received by Shell Energy by facsimile transmission by 5:00 p.m., Houston, Texas time, two (2) business days after receipt of this Confirmation to the other Party by facsimile, then this Confirmation (i) shall be binding and enforceable against Counterparty and Shell Energy and (ii) shall be the final expression of all the terms hereof, regardless whether executed by the other Party.

For avoidance of doubt both Parties agree and understand that the Seller is selling Energy only and Buyer is aware Energy may be curtailed by a balancing authority due to transmission constraints which may result in additional charges from the balancing authority. Buyer understands the risk of buying Energy only and Buyer shall be responsible for any, and all additional charges that are not related to Energy and assessed by the balancing authority in conjunction with this sale. In the event Seller is assessed additional charges unrelated to Energy, Buyer shall reimburse Seller for the additional charges or the additional charges will be added to the Buyer's invoice and shall be paid to Seller in accordance with the Master Agreement.

ATTENTION: CONTRACTS NORTH AMERICA, AT FAX NO. 713-767-5414 or email SENA-Confirmations-Power@shell.com.

PLEASE SIGN AND RETURN TO SHELL ENERGY NORTH AMERICA (US), L.P.,

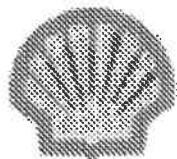
CITY OF IDAHO FALLS

Shell Energy North America (US), L.P.

By: 
Name: Grant Prairie
Title: GM
Date: 4-7-25

By: 
Name: Michael Yen
Title: Confirmations Team Lead
Date: 03/21/2025

Companies within the Shell Trading business may monitor, record and archive corporate communications for legal, regulatory and/or business purposes. Such communications will be controlled by Shell Energy North America (US) LP on behalf of all Shell Trading entities within the United States and by Shell International Trading and Shipping Company Ltd for all other Shell Trading entities ("Shell"). Shell processes such corporate communications, including any communications transferred to and/or received from third parties, across various corporate communication channels (e.g., e-mail, voice call, instant messaging, etc.) in a legally compliant manner. Do not include any personal data, including sensitive personal data, in your corporate communications and do not transfer or share any personal data that you may receive from a third party. Any communication deemed to include personal data will be reported as a data privacy breach. To understand how Shell processes your personal data, please refer to the Shell Global Privacy Notice at link <https://www.shell.com/privacy/ex-employee-notice.html>.



Shell Energy North America (US), L.P.

1000 MAIN ST FL 12
HOUSTON, TX 77002-6367
877-504-2491

March 21, 2025

Deal No.

4426282

CITY OF IDAHO FALLS
140 S CAPITOL AVENUE,
IDAHO FALLS, ID 83405
Fax: 1(208)612-8435

CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on March 20, 2025, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

BUYER: Shell Energy North America (US), L.P.

SELLER: CITY OF IDAHO FALLS

PRODUCT/FIRMNESS: FIRM

PERIOD OF DELIVERY	07/01/2025 through 09/30/2025 ✓
QUANTITY:	5 Mws of energy per hour ✓
PRICE:	\$ 54/Mwhr Fixed ✓
DELIVERY POINT(S):	MONA
SCHEDULING:	NERC Holidays , Hours ending 0100 thru 2400; Monday thru Saturday, Hours ending 0100 thru 0600; Monday thru Saturday, Hours ending 2300 thru 2400; Sunday thru Sunday, Hours ending 0100 thru 2400

TIME ZONE: PPT

TOTAL MWH: 4,880 ✓

SPECIAL CONDITIONS: Seller and Buyer agree to notify each other as soon as practically possible of any interruption or curtailment affecting this transaction. Seller should notify Shell at 1-(800) 267-2562.

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 02/01/2000

No Challenges; Defense of Agreement. Neither Party will exercise any of its respective rights under Section 205 or Section 206 of the Federal Power Acts to challenge or seek to modify any of the rates or other terms and conditions of this Agreement.

Mobile-Sierra.

(a) Absent the agreement of all parties to the proposed change, the standard of review for changes to any portion of this Agreement or any Transaction entered into hereunder proposed by a Party, a non-party, or the Federal Energy Regulatory Commission acting sua sponte, shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra" doctrine).

(b) The Parties agree that, if and to the extent that FERC adopts a final Mobile-Sierra policy statement in Docket No. PL02-7-000 ("Final Policy Statement"), which requires that, in order to exclude application of the "just and reasonable" standard under Sections 205 and 206 of the Federal Power Act, the Parties must agree to language which varies from that set forth in clause (a) immediately above, then, without further action of either Party, such Section shall be deemed amended to incorporate the specific language in the Final Policy Statement that requires the "public interest" standard of review.

This Confirmation sets forth the terms of the transaction into which the Parties have entered into and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of electric energy and/or electric capacity. Please have this confirmation executed by an authorized representative or officer of your company and return via facsimile to 713-767-5414 or email SENA-Confirmations-Power@shell.com. If no objection to this Confirmation has been received by Shell Energy by facsimile transmission by 5:00 p.m., Houston, Texas time, two (2) business days after receipt of this Confirmation to the other Party by facsimile, then this Confirmation (i) shall be binding and enforceable against Counterparty and Shell Energy and (ii) shall be the final expression of all the terms hereof, regardless whether executed by the other Party.

For avoidance of doubt both Parties agree and understand that the Seller is selling Energy only and Buyer is aware Energy may be curtailed by a balancing authority due to transmission constraints which may result in additional charges from the balancing authority. Buyer understands the risk of buying Energy only and Buyer shall be responsible for any, and all additional charges that are not related to Energy and assessed by the balancing authority in conjunction with this sale. In the event Seller is assessed additional charges unrelated to Energy, Buyer shall reimburse Seller for the additional charges or the additional charges will be added to the Buyer's invoice and shall be paid to Seller in accordance with the Master Agreement.

ATTENTION: CONTRACTS NORTH AMERICA, AT FAX NO. 713-767-5414 or email SENA-Confirmations-Power@shell.com.

PLEASE SIGN AND RETURN TO SHELL ENERGY NORTH AMERICA (US), L.P.,

CITY OF IDAHO FALLS

Shell Energy North America (US), L.P.

By: 
Name: ~~Pearl Braric~~
Title: GM
Date: 4-7-25

By: 
Name: Michael Yen
Title: Confirmations Team Lead
Date: 03/21/2025

Companies within the Shell Trading business may monitor, record and archive corporate communications for legal, regulatory and/or business purposes. Such communications will be controlled by Shell Energy North America (US) LP on behalf of all Shell Trading entities within the United States and by Shell International Trading and Shipping Company Ltd for all other Shell Trading entities ("Shell"). Shell processes such corporate communications, including any communications transferred to and/or received from third parties, across various corporate communication channels (e.g., e-mail, voice call, instant messaging, etc.) in a legally compliant manner. Do not include any personal data, including sensitive personal data, in your corporate communications and do not transfer or share any personal data that you may receive from a third party. Any communication deemed to include personal data will be reported as a data privacy breach. To understand how Shell processes your personal data, please refer to the Shell Global Privacy Notice at link <https://www.shell.com/privacy/ex-employee-notice.html>.



Shell Energy North America (US), L.P.

1000 MAIN ST FL 12
HOUSTON, TX 77002-6367
877-504-2491

March 24, 2025

Deal No.

4426283

CITY OF IDAHO FALLS
140 S CAPITOL AVENUE,
IDAHO FALLS, ID 83405
Fax: 1(208)612-8435

CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on March 20, 2025, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

BUYER: Shell Energy North America (US), L.P.
SELLER: CITY OF IDAHO FALLS
PRODUCT/FIRMNESS: FIRM ENERGY, WITH LIQUIDATED DAMAGES

PERIOD OF DELIVERY	04/01/2025 through 04/30/2025
QUANTITY:	15 Mws of energy per hour
PRICE:	\$ 37.25/Mwhr Fixed
DELIVERY POINT(S):	BPA
SCHEDULING:	NERC Holidays , Hours ending 0100 thru 2400; Monday thru Saturday, Hours ending 0100 thru 0600; Monday thru Saturday, Hours ending 2300 thru 2400; Sunday thru Sunday, Hours ending 0100 thru 2400

TIME ZONE: PPT
TOTAL MWH: 4,560

SPECIAL CONDITIONS: Seller and Buyer agree to notify each other as soon as practically possible of any interruption or curtailment affecting this transaction. Seller should notify Shell at 1-(800) 267-2562.

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 02/01/2000

No Challenges; Defense of Agreement. Neither Party will exercise any of its respective rights under Section 205 or Section 206 of the Federal Power Acts to challenge or seek to modify any of the rates or other terms and conditions of this Agreement.

Mobile-Sierra.

(a) Absent the agreement of all parties to the proposed change, the standard of review for changes to any portion of this Agreement or any Transaction entered into hereunder proposed by a Party, a non-party, or the Federal Energy Regulatory Commission acting sua sponte, shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra" doctrine).

(b) The Parties agree that, if and to the extent that FERC adopts a final Mobile-Sierra policy statement in Docket No. PL02-7-000 ("Final Policy Statement"), which requires that, in order to exclude application of the "just and reasonable" standard under Sections 205 and 206 of the Federal Power Act, the Parties must agree to language which varies from that set forth in clause (a) immediately above, then, without further action of either Party, such Section shall be deemed amended to incorporate the specific language in the Final Policy Statement that requires the "public interest" standard of review.

This Confirmation sets forth the terms of the transaction into which the Parties have entered into and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of electric energy and/or electric capacity. Please have this confirmation executed by an authorized representative or officer of your company and return via facsimile to 713-767-5414 or email SENA-Confirmations-Power@shell.com. If no objection to this Confirmation has been received by Shell Energy by facsimile transmission by 5:00 p.m., Houston, Texas time, two (2) business days after receipt of this Confirmation to the other Party by facsimile, then this Confirmation (i) shall be binding and enforceable against Counterparty and Shell Energy and (ii) shall be the final expression of all the terms hereof, regardless whether executed by the other Party.

ATTENTION: CONTRACTS NORTH AMERICA, AT FAX NO. 713-767-5414 or email SENA-Confirmations-Power@shell.com.
PLEASE SIGN AND RETURN TO SHELL ENERGY NORTH AMERICA (US), L.P.,

CITY OF IDAHO FALLS

Shell Energy North America (US), L.P.

By: Bear Prairie
Name: Bear Prairie
Title: General Manager
Date: 03/31/2025

By: M - J Yen
Name: Michael Yen
Title: Confirmations Team Lead
Date: 03/24/2025



Shell Energy North America (US), L.P.

1000 MAIN ST FL 12
HOUSTON, TX 77002-6367
877-504-2491

March 24, 2025

Deal No. 4426284

CITY OF IDAHO FALLS
140 S CAPITOL AVENUE,
IDAHO FALLS, ID 83405
Fax: 1(208)612-8435

CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on March 20, 2025, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

BUYER: Shell Energy North America (US), L.P.

SELLER: CITY OF IDAHO FALLS

PRODUCT/FIRMNESS: FIRM ENERGY, WITH LIQUIDATED DAMAGES

PERIOD OF DELIVERY 05/01/2025 through 05/31/2025

QUANTITY: 20 Mws of energy per hour

PRICE: \$ 23.25/Mwhr Fixed

DELIVERY POINT(S): BPA

SCHEDULING: NERC Holidays , Hours ending 0100 thru 2400; Monday thru Saturday, Hours ending 0100 thru 0600; Monday thru Saturday, Hours ending 2300 thru 2400; Sunday thru Sunday, Hours ending 0100 thru 2400

TIME ZONE: PPT

TOTAL MWH: 6,560

SPECIAL CONDITIONS: Seller and Buyer agree to notify each other as soon as practically possible of any interruption or curtailment affecting this transaction. Seller should notify Shell at 1-(800) 267-2562.

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 02/01/2000

No Challenges; Defense of Agreement. Neither Party will exercise any of its respective rights under Section 205 or Section 206 of the Federal Power Acts to challenge or seek to modify any of the rates or other terms and conditions of this Agreement.

Mobile-Sierra.

(a) Absent the agreement of all parties to the proposed change, the standard of review for changes to any portion of this Agreement or any Transaction entered into hereunder proposed by a Party, a non-party, or the Federal Energy Regulatory Commission acting sua sponte, shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra" doctrine).

(b) The Parties agree that, if and to the extent that FERC adopts a final Mobile-Sierra policy statement in Docket No. PL02-7-000 ("Final Policy Statement"), which requires that, in order to exclude application of the "just and reasonable" standard under Sections 205 and 206 of the Federal Power Act, the Parties must agree to language which varies from that set forth in clause (a) immediately above, then, without further action of either Party, such Section shall be deemed amended to incorporate the specific language in the Final Policy Statement that requires the "public interest" standard of review.

This Confirmation sets forth the terms of the transaction into which the Parties have entered into and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of electric energy and/or electric capacity. Please have this confirmation executed by an authorized representative or officer of your company and return via facsimile to 713-767-5414 or email SENA-Confirmations-Power@shell.com. If no objection to this Confirmation has been received by Shell Energy by facsimile transmission by 5:00 p.m., Houston, Texas time, two (2) business days after receipt of this Confirmation to the other Party by facsimile, then this Confirmation (i) shall be binding and enforceable against Counterparty and Shell Energy and (ii) shall be the final expression of all the terms hereof, regardless whether executed by the other Party.

**ATTENTION: CONTRACTS NORTH AMERICA, AT FAX NO. 713-767-5414 or email SENA-Confirmations-Power@shell.com.
PLEASE SIGN AND RETURN TO SHELL ENERGY NORTH AMERICA (US), L.P.,**

CITY OF IDAHO FALLS

Shell Energy North America (US), L.P.

By: Bear Prairie
Name: Bear Prairie
Title: General Manager
Date: 03/31/25

By: Michael Yen
Name: Michael Yen
Title: Confirmations Team Lead
Date: 03/24/2025

**WSPP AGREEMENT
CONFIRMATION LETTER**

This confirmation letter shall confirm the Transaction agreed to from **March 20, 2025 through March 20, 2025** between **Idaho Falls Power ("Party A")** and **The Energy Authority, Inc. ("Party B")** regarding the sale/purchase of the Product under the terms and conditions as follows:

BUYER	SELLER
The Energy Authority, Inc.	Idaho Falls Power
Attn: Risk Confirms Power	Attn: IFP Power Confirmation Department
Phone: 904-360-1459	Phone:
Fax: 904-634-0425	Fax: 208-612-8435; 904-634-0425
Email: riskconfirms@teainc.org	Email:
	bprairie@ifpower.org;cdmorgan@ifpower.org;riskconfirms@teainc.org

Trade Summary:

Trade Date	Start Date	End Date	Trade	Schedule	Location	Service	Price	Volume	Total Volume
03/20/2025	04/01/2025	04/30/2025	2039730	6x16	BPAP.BPASLICE	Firm Liquidated Damages	39.250000	15.00 MW	6,240

Comments:

This summary confirmation letter is being provided pursuant to and in accordance with the WSPP Agreement dated 03/05/2008 between Party A and Party B, and constitutes part of and is subject to the terms and provisions of such Master Agreement. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement.

Please review the transactions contained within the Summary Confirmation Letter, including the Specified Source Confirmation Attachment, and acknowledge the same by having the appropriate, authorized party in your organization sign below and return this to The Energy Authority, Inc. via facsimile to 904-634-0425 or by email at riskconfirms@teainc.org. If these terms are contrary to your understanding, please notify The Energy Authority, Inc. immediately. Failure to return a signed copy within ten(10) days of receipt of this document will be deemed as acceptance of the information as accurate and complete for the period specified. Please note that, subject to the terms of the Master Agreement, verbal agreements regarding transactions are binding. The parties agree that telephonic conversations may be recorded and such recordings can be introduced into evidence as proof of verbal agreements.

The Energy Authority, Inc.	Idaho Falls Power
By: <u>Nike Mangolia</u>	By: <u>Beau Prater</u>
Title:	Title: <u>General Manager</u>
Date: March 21, 2025	Date: <u>3-21-25</u>

**WSPP AGREEMENT
CONFIRMATION LETTER**

**EXHIBIT C-SS
SPECIFIED SOURCE
CONFIRMATION ATTACHMENT**

This "Specified Source Confirmation Attachment" applies to the Confirmation to which this is attached and made a part by and between The Energy Authority, Inc. ("Purchaser") and Idaho Falls Power ("Seller") from April 1, 2025 through April 30, 2025.

In the event of any inconsistency between this Specified Source Confirmation Attachment and the WSPP Agreement or any applicable master agreement between the Parties, this Specified Source Confirmation Attachment will control. References herein to "Sections" mean Sections of this Specified Source Confirmation Attachment, unless stated to be Sections of the WSPP Agreement or any applicable master agreement.

Specified Source:

a. Identity of Source:
The following (i) facility, generator, unit or (ii) ACS system ("Source"): BPASLICE2025
Source CARB IDs, if applicable and available: CARB ID#4000
California Energy Commission RPS ID, if Source is an ERR: N/A
WREGIS ID#, if applicable: N/A
b. Source EFsp:
0.0451 MT CO ₂ e per MWh for 2025
c. Carbon Adjustment (rapid settlement if Seller delivers higher emissions factor energy than agreed): Carbon Adjustment applies unless the following box is checked:
☐ Carbon Adjustment does not apply and instead of Carbon Adjustment, Seller shall compensate Purchaser as follows, in addition to Purchaser's remedies in Section 21 of the WSPP Agreement, if Seller fails to schedule and deliver energy from the Source unless excused pursuant to the terms of the applicable Schedule or this Confirmation: [e.g., fixed damages of \$0, \$2, or % of Carbon Adjustment.]
d. EF True-Up (full indemnity for difference between agreed and CARB-assigned emissions factors, settled after verification): EF True-Up <u>does not apply</u> unless one or more of the following boxes that are checked cause a change to EFsp or EFasn:
☐ Change in generator operations or fuel source.
☐ Prospective or retroactive change in law (including AB32).
☒ Other, as follows:
☒ All other circumstances.
☐ EF True Up damages are limited as follows: [e.g., caps]
e. RECs Disclosure (not applicable for an ACS system Source): Seller represents and warrants that the Source is not an ERR, <u>unless</u> the box is checked below. This is a disclosure, not an option, and failure to check this box does not excuse performance if the Source is or becomes an ERR.
☐ The Source is an ERR, and Section 6.c therefore applies.
f. Regulation Incorporation: This transaction is <u>not</u> Regulation Incorporation <u>unless</u> the following box is checked:
☒ This transaction is Regulation Incorporation and Section 6.e applies.
g. Additional provisions:
All BPA ACS power sold by the Seller, will be supplied from a BPA Slice/Block holder, with corresponding rights to the BPA ACS power. The Seller will provide to the Purchaser 1) evidence that that the Seller has contracted directly with the BPA Slice/Block holder for ACS power, and 2) evidence that the BPA Slice/Block holder contracted directly with BPA. This contract is contingent

**WSPP AGREEMENT
CONFIRMATION LETTER**

upon receiving BPA system power. This evidence will be in the form of an executed contract, redacted for price, which includes any applicable volume, duration, or shape for the applicable Slice/Block contract.

This document will serve as the master specified source document between the Purchaser and Seller. Each month, the Seller will send the Purchaser a confirmation document that summarizes any trades completed under this master for specified BPA ACS power. This confirmation document will include: volume, duration, applicable shape, and disclosure of which BPA Slice/Block holder supplied the power for each trade.

Incorporation of Confirmation Attachment Language:

Sections 2 through 9 of Exhibit C-SS Specified Source Confirmation Attachment, as published by the WSPP and as may be amended from time to time ("Sections 2 through 9") are incorporated by reference in this Specified Source Confirmation Attachment. All terms used in this Specified Source Confirmation Attachment that are not otherwise defined shall have the meanings given to them in Sections 2 through 9.

**WSPP AGREEMENT
CONFIRMATION LETTER**

This confirmation letter shall confirm the Transaction agreed to from **March 20, 2025 through March 20, 2025** between **Idaho Falls Power ("Party A")** and **The Energy Authority, Inc. ("Party B")** regarding the sale/purchase of the Product under the terms and conditions as follows:

BUYER	SELLER
The Energy Authority, Inc.	Idaho Falls Power
Attn: Risk Confirms Power	Attn: IFP Power Confirmation Department
Phone: 904-360-1459	Phone:
Fax: 904-634-0425	Fax: 208-612-8435; 904-634-0425
Email: riskconfirms@teainc.org	Email:
	bprairie@ifpower.org;cdmorgan@ifpower.org;riskconfirms@teainc.org

Trade Summary:

Trade Date	Start Date	End Date	Trade	Schedule	Location	Service	Price	Volume	Total Volume
03/20/2025	05/01/2025	05/31/2025	2039735	6x16	BPAP.BPASLICE	Firm Liquidated Damages	26.250000	20.00 MW	8,320

Comments:

This summary confirmation letter is being provided pursuant to and in accordance with the WSPP Agreement dated 03/05/2008 between Party A and Party B, and constitutes part of and is subject to the terms and provisions of such Master Agreement. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement.

Please review the transactions contained within the Summary Confirmation Letter, including the Specified Source Confirmation Attachment, and acknowledge the same by having the appropriate, authorized party in your organization sign below and return this to The Energy Authority, Inc. via facsimile to 904-634-0425 or by email at riskconfirms@teainc.org. If these terms are contrary to your understanding, please notify The Energy Authority, Inc. immediately. Failure to return a signed copy within ten(10) days of receipt of this document will be deemed as acceptance of the information as accurate and complete for the period specified. Please note that, subject to the terms of the Master Agreement, verbal agreements regarding transactions are binding. The parties agree that telephonic conversations may be recorded and such recordings can be introduced into evidence as proof of verbal agreements.

The Energy Authority, Inc.	Idaho Falls Power
By:	By:
	
Title:	Title:
	
Date: March 21, 2025	Date:
	

WSPP AGREEMENT CONFIRMATION LETTER

EXHIBIT C-SS SPECIFIED SOURCE CONFIRMATION ATTACHMENT

This "Specified Source Confirmation Attachment" applies to the Confirmation to which this is attached and made a part by and between The Energy Authority, Inc. ("Purchaser") and Idaho Falls Power ("Seller") from May 1, 2025 through May 31, 2025.

In the event of any inconsistency between this Specified Source Confirmation Attachment and the WSPP Agreement or any applicable master agreement between the Parties, this Specified Source Confirmation Attachment will control. References herein to "Sections" mean Sections of this Specified Source Confirmation Attachment, unless stated to be Sections of the WSPP Agreement or any applicable master agreement.

Specified Source:

a. Identity of Source:
The following (i) facility, generator, unit or (ii) ACS system ("Source"): BPASLICE2025
Source CARB IDs, if applicable and available: CARB ID#4000
California Energy Commission RPS ID, if Source is an ERR: N/A
WREGIS ID#, if applicable: N/A
b. Source EFsp:
0.0451 MT CO2e per MWh for 2025
c. Carbon Adjustment (rapid settlement if Seller delivers higher emissions factor energy than agreed): Carbon Adjustment applies unless the following box is checked:
☐ Carbon Adjustment does not apply and instead of Carbon Adjustment, Seller shall compensate Purchaser as follows, in addition to Purchaser's remedies in Section 21 of the WSPP Agreement, if Seller fails to schedule and deliver energy from the Source unless excused pursuant to the terms of the applicable Schedule or this Confirmation: [e.g., fixed damages of \$0, \$2, or % of Carbon Adjustment.]
d. EF True-Up (full indemnity for difference between agreed and CARB-assigned emissions factors, settled after verification): EF True-Up <u>does not apply</u> unless one or more of the following boxes that are checked cause a change to EFsp or EFasn:
☐ Change in generator operations or fuel source.
☐ Prospective or retroactive change in law (including AB32).
☒ Other, as follows:
☒ All other circumstances.
☐ EF True Up damages are limited as follows: [e.g., caps]
e. RECs Disclosure (not applicable for an ACS system Source): Seller represents and warrants that the Source is <u>not</u> an ERR, <u>unless</u> the box is checked below. This is a disclosure, not an option, and failure to check this box does not excuse performance if the Source is or becomes an ERR.
☐ The Source is an ERR, and Section 6.c therefore applies.
f. Regulation Incorporation: This transaction is <u>not</u> Regulation Incorporation <u>unless</u> the following box is checked:
☒ This transaction is Regulation Incorporation and Section 6.e applies.
g. Additional provisions:
All BPA ACS power sold by the Seller, will be supplied from a BPA Slice/Block holder, with corresponding rights to the BPA ACS power. The Seller will provide to the Purchaser 1) evidence that the Seller has contracted directly with the BPA Slice/Block holder for ACS power, and 2) evidence that the BPA Slice/Block holder contracted directly with BPA. This contract is contingent

**WSPP AGREEMENT
CONFIRMATION LETTER**

upon receiving BPA system power. This evidence will be in the form of an executed contract, redacted for price, which includes any applicable volume, duration, or shape for the applicable Slice/Block contract.

This document will serve as the master specified source document between the Purchaser and Seller. Each month, the Seller will send the Purchaser a confirmation document that summarizes any trades completed under this master for specified BPA ACS power. This confirmation document will include: volume, duration, applicable shape, and disclosure of which BPA Slice/Block holder supplied the power for each trade.

Incorporation of Confirmation Attachment Language:

Sections 2 through 9 of Exhibit C-SS Specified Source Confirmation Attachment, as published by the WSPP and as may be amended from time to time ("Sections 2 through 9") are incorporated by reference in this Specified Source Confirmation Attachment. All terms used in this Specified Source Confirmation Attachment that are not otherwise defined shall have the meanings given to them in Sections 2 through 9.

POOLING APPENDIX

This Appendix to the UAMPS Power Pooling Agreement to which all Parties to this Appendix are signatories provides for the following transaction. The Parties to this Appendix agree to the following provisions and agree to pay all costs of this transaction through the UAMPS Pool.

SELLER: Idaho Falls Power

BUYER: Heber Light & Power

TERM, AMOUNT & PRICE:

Month	Purchase Amount		Price	
	HLH kW	LLH kW	HLH \$/MWh	LLH \$/MWh
Jun-25	10,000	10,000	38.00	36.00
Jul-25	5,000	5,000	88.00	51.00
Aug-25	5,000	5,000	112.00	57.00

OTHER

PROVISIONS: Any other cost incurred by UAMPS due solely to this Non-UAMPS Resource, including but not limited to legal costs will be the responsibility of Buyer invoiced through the UAMPS Power Bill.

This Appendix may be signed in counterparts.

Dated this 24th day of March 2025.

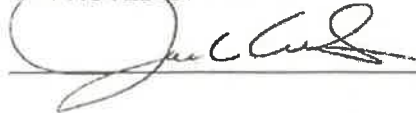
SELLER



BUYER



APPROVED BY UAMPS



To: City of Idaho Falls - Idaho Falls
Power(Counterparty)
140 S. Capital, Idaho Falls, ID, 83405

From: Brookfield Renewable Trading and
Marketing LP (BRTM)
200 Liberty Street, New York, NY 10281

Attention: Confirmations
Email: cdmorgan@ifpower.org
Telephone:
Facsimile:
Date: March 25, 2025

Confirmation: Data Control
Email: ConfirmationEmails@brookfieldrenewable.com
Telephone:
Facsimile:
Reference #: wTD2363053

The confirmation letter shall confirm the Transaction agreed to between Brookfield Renewable Trading and Marketing LP (BRTM) and CITY OF IDAHO FALLS - IDAHO FALLS POWER ("Counterparty") regarding the sale of energy (the "Transaction") subject to the terms and conditions of the Western System Power Pool Agreement.

The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms:

Buyer	Brookfield Renewable Trading and Marketing LP (BRTM)
Seller	CITY OF IDAHO FALLS - IDAHO FALLS POWER
Trade Date	March 20, 2025
Term	July 01, 2025 - September 30, 2025
Product	Firm LD
Volume of Energy	6160 /MWh
Delivery Rate	5 /MW
Delivery Period	July 01, 2025 - September 30, 2025 On Peak hours: From the Hour Ending(HE) 0700 to and including HE2200 Monday to Saturday, excluding NERC holidays.
Contract Price	94.1 \$/MWh
Delivery Point	BPAT_MID-C
Scheduling	Provisions of the Master Agreement shall apply.

**EXHIBIT C-SS
SPECIFIED SOURCE
CONFIRMATION ATTACHMENT**

a. Identity of Source:
The following (i) facility, generator, unit or (ii) ACS system ("Source") : Bonneville Power Administration BPA - ACS
Source CARB IDs, if applicable and available: BPA ACS 4000
California Energy Commission RPS ID, if Source is an ERR: N/A
WREGIS ID#, if applicable:
b. Source EFsp:
0.0451 MT CO2e per MWh
c. Carbon Adjustment (rapid settlement if Seller delivers higher emissions factor energy than agreed): Carbon Adjustment <u>applies unless</u> the following box is checked:
Carbon Adjustment <u>does not</u> apply and instead of Carbon Adjustment, Seller shall compensate Purchaser as follows, in addition to Purchaser's remedies in Section 21 of the WSPP Agreement, if Seller fails to schedule and deliver energy from the Source unless excused pursuant to the terms of the applicable Schedule or this Confirmation:
[e.g., fixed damages of \$0, \$2, or % of Carbon Adjustment.]
d. EF True-Up (full indemnity for difference between agreed and CARB-assigned emissions factors, settled after verification):
EF True-Up <u>does not apply unless</u> one or more of the following boxes that are checked cause a change to EFsp or EFasn:
Change in generator operations or fuel source.

#	Prospective or retroactive change in law (including AB32).
#	Other, as follows:
#	All other circumstances.
#	EF True Up damages are limited as follows: <i>[e.g., caps]</i>
e.	RECs Disclosure (not applicable for an ACS system Source): Seller represents and warrants that the Source is not an ERR, <u>unless</u> the box is checked below. This is a disclosure, not an option, and failure to check this box does not excuse performance if the Source is or becomes an ERR.
#	The Source is an ERR, and Section 6.c therefore applies
f.	Regulation Incorporation: This transaction is <u>not</u> Regulation Incorporation <u>unless</u> the following box is checked:
#	This transaction is Regulation Incorporation and Section 6.e applies.
g.	Additional provisions:

This Confirmation may be executed in one or more counterparts, either in original or facsimile form, each of which shall constitute an original and all of which together shall constitute one and the same agreement. When executed by the parties through facsimile transmission, this Confirmation shall constitute the original agreement between the parties and the parties hereby adopt the signatures printed by the receiving facsimile machine as the original signature of the parties.

If this Confirmation correctly sets forth the terms of the Transaction that we have entered into, please promptly confirm in a reply to us by signing below and sending this Confirmation (or copy hereof) to us (notifying us of any bona fide error that would require revision in order to accurately reflect our agreement on the Transaction) by facsimile transmission within five Business Days after your receipt of this Confirmation. If you fail to so reply within such time period, the terms hereof will constitute binding and conclusive evidence of the Transaction, we will look forward to receiving your prompt reply.

Yours sincerely,

Confirmed as of the first date written:

**BROOKFIELD RENEWABLE
TRADING AND MARKETING LP**

**CITY OF IDAHO FALLS
- IDAHO FALLS POWER**

By : Marco Talamo
Marco Talamo (Apr 15, 2025 08:06 EDT)

By : Bear Prairie

Name:

Name: Bear Prairie

Title:

Title: General Manager

Date:

Date: 04/01/2025

Memorandum

File #: 25-223

City Council Meeting

FROM: Bear Prairie, General Manager
DATE: Tuesday, April 8, 2025
DEPARTMENT: Idaho Falls Power

Subject

Ford F550 Bucket Truck Purchase

Council Action Desired

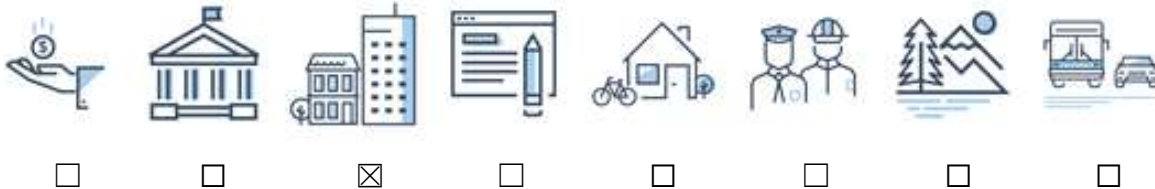
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the purchase of a Ford F550 Bucket Truck for an estimated Sourcewell price of \$210,604.00 (or take other action deemed appropriate).

Description, Background Information & Purpose

This purchase will replace unit #3045, a truck that is approaching the end of its useful life and is scheduled for replacement.

Alignment with City & Department Planning Objectives



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

Interdepartmental Coordination

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

Fiscal Impact

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

Legal Review

The Legal Department reviewed Sourcewell Contract #110421-ALT and confirmed that it was the result of a competitive solicitation process, as required by Idaho Code § 67-2807.

March 25, 2025
Our 96th Year**Ship To:**CITY OF IDAHO FALLS
2530 HEMMERT
IDAHO FALLS, ID 83401
USAttn: BRANDON LERWILL
Phone: 208-3908752
Email: blerwill@ifpower.org**Bill To:**CITY OF IDAHO FALLS
ATTN CONTROLLER OFFICE
PO BOX 50220
IDAHO FALLS, ID 83405
United States**Altec Quotation Number:** 1781513 - 1
Account Manager: Mike Mattson
Technical Sales Rep: Brandon Evans

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	AT40G Unit Model	1	
2.	ALTEC Model AT40-G telescopic articulating Aerial device with ISO-Boom.	1	
	A. ISO Boom: the inner telescopic fiberglass boom maintains full dielectric integrity even with the fiberglass inner boom fully retracted.		
	B. Hydraulic platform leveling system.		
	C. Hydraulic tool circuit at the platform.		
	D. Emergency lowering valve at the platform.		
	E. Single handle control at the platform with a safety interlock system.		
	F. Manuals: Two (2) Operator's and Maintenance/Parts Manuals. One(1) in printed format and one(1) in electronic format available at connect.altec.com		
	G. Working height: 45.6 feet		
	H. Side reach: 29.7 feet		
	I. Low-power fiber-optic control system (FOC-L).		
	J. Continuous rotation		
3.	Lower Boom Lifting Eye With Shackle, 700 LB Capacity	1	
4.	Poly Hydraulic Reservoir, Pedestal Mounted, 7 Gallon (Includes Sight Gauge)	1	
5.	Post style pedestal mounting	1	
6.	Single One-Man End-Mounted Platform With 180 Degree Rotator, 24 X 30 X 42. Platform is rated at 400 pounds. Control panel on platform dashboard provides controls for auxiliary functions. Includes emergency stop (push-pull) switch and rocker switches, which operate platform leveling, platform rotation, tools, and battery selector (for fiber-optic controls system). Composite fiberglass platform mounting bracket. (AT40G)	1	
7.	Platform Leveling At Lower Controls. AT40-G	1	
8.	Two (2) Platform Steps	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
9.	Soft nylon reinforced vinyl platform cover for a 24 x 30 inch platform	1	
10.	Platform liner for a 24 x 30 x 42 inch platform	1	
11.	4-Function Single Handle Fiber-Optic Controller.	1	
12.	Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground	1	
13.	Engine Start/Stop at the upper controls actuated through the Fiber-Optic controls system with Secondary Stowage System (AT40G)	1	
14.	Powder coat unit Altec White.	1	
<u>Unit & Hydraulic Acc.</u>			
15.	Hydraulic Oil, HVI-22 with Ultraviolet Dye (Standard)	9	
16.	Standard Pump for PTO	1	
17.	Hot Shift PTO (for Automatic Transmission)	1	
18.	Standard Altec PTO/Transmission Functionality for Non-Allison Automatic Transmissions: -PTO will engage when transmission is in park and the Parking Brake is engaged. -If transmission is in gear, and PTO switch is activated, PTO will not engage. Transmission will remain in gear. -Once the transmission is shifted back into gear the PTO will disengage. For some truck configurations the PTO switch must be turned off to allow the transmission to shift into gear.	1	
19.	Standard Parking Brake Machine Interlock: Parking (holding) brake must be set before machine is operable.	1	
20.	Scuff Pad With Step, 24" x 30"	1	
<u>Body</u>			
21.	108 Inch Universal Small Aerial Body for a 60 Inch CA Chassis with 38 Inch Long Side Access Tailshelf to Meet the Following Specifications: A. Basic body fabricated from A40 grade 100% zinc alloy coated steel B. All doors are full, double paneled, self-sealed with built-in drainage. C. Stainless steel hinge rods extend full length of door. D. Door hinges are zinc alloy material attached with rivets E. All doors contain stainless steel, flush mounted, paddle activated rotary style latches with two-stage locking, including keyed locks and adjustable strikers. F. Heavy-gauge welded steel frame construction with smooth galvaneal floor. G. Possible contact edges are folded for safety. H. Door header drip rail at top for maximum weather protection. I. Neoprene or rolled fenders on wheel fender panels. J. Steel treated for improved primer bond and rust resistance. K. Automotive underseal applied to body. L. Automotive type non-porous door seals fastened to the door facing.	1	

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UTILITY EQUIPMENT AND BODIES SINCE 1929

Item	Description	Qty	Price
M.	108 Inch Body Length		
N.	40 Inch Body Height (Standard)		
O.	94 Inch Body Width (Standard)		
P.	20 Inch Body Compartment Depth (Standard)		
Q.	8 Inch Body crossmembers (Standard)		
R.	No Treadplate On Compartment Tops		
S.	6 Inch tall wooden tailboard installed at the rear of body cargo area		
T.	Stainless Steel Rotary Paddle Latch With Lock (Standard)		
U.	Master Body Locking System (Standard)		
V.	One (1) wheel chock holder installed in fender panel on each side of body.		
W.	Gas Shock Type Rigid Door Holders For Vertical Doors (Standard)		
X.	Chains On Horizontal Doors		
Y.	Hotstick shelf extending full length of body on Curbside.		
Z.	Drop-Down Hot Stick Door For One (1) Shelf (Right Side)		
AA.	Indoor/Outdoor Carpet For Hotstick Shelf On Curbside		
AB.	1st Vertical Streetside (LH) - Seven (7) Adjustable Locking Swivel Hooks, Louvered Panel Installed in Cargo Wall		
AC.	1st Horizontal Streetside (LH) - One (1) Adjustable Shelf With Removable Dividers On 4 Inch Centers		
AD.	Rear Vertical Streetside (LH) - Seven (7) Adjustable Locking Swivel Hooks		
AE.	1st Vertical Curbside (RH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
AF.	1st Vertical Curbside (RH) - Inverter Storage Inside Of Body Compartment		
AG.	1st Horizontal Curbside (RH) - One (1) Adjustable Shelf With Removable Dividers On 4 Inch Centers		
AH.	Rear Vertical Curbside (RH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
AI.	One (1) Small Bolt-On Grab Handle Installed At Rear Of Curbside Compartments		
AJ.	38 Inch Tailshelf with Integrated Side Access Steps and Smooth Galvaneal Floor Installed at Rear of Body. Includes One (1) U-Shaped Grab Handle.		
AK.	M-track installed on top of SS and CS compartment tops for mounting provisions		
AL.	E-track installed on SS and CS cargo wall with Four (4) swivel hooks on each side		
AM.	Four (4) D-Ring Recessed In Body Floor 360 Degree Rotation		

Body and Chassis Accessories

22.	Set of Safety Chain Eye Bolts	1
23.	Underride Protection	1
24.	Receiver Hitch, 2.5, Class 5, Incorporated Into Frame Extension (Rated at 12,000 LB MGTW and 1,200 LB MVL)	1
25.	Rear Torsion Bar	1
26.	Install Counterweight as Needed	1
27.	Boom Rest for Telescopic Unit, Cargo Area Mounted	1
28.	Platform Rest, Rigid with Rubber Tube	1
29.	Platform to be Side Stowed	1

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
30.	Wheel Chocks Rubber with Metal Hairpin Handle 9.75 L x 7.75 W x 5 H (Pair) (Industry Preferred)	1	
31.	Mud Flaps with Altec Logo (Pair)	1	
32.	PVC Canister Kit, 6 DIA Pipe 102 L with Aluminum Cap Door and Mounting U-Bolts Install under the ladderrack. Flip down door to be at rear and fold downward.	1	
33.	Inverter storage inside of body compartment with guard and provisions for remote GFCI receptacle CSFV	1	
34.	Universal Sloped Aluminum Ladder Rack, 99 L x 20 W (inches), For Curbside Installation	1	
35.	Ladder Rack Hold Down (Quick-Lock) for Sloped Ladder Racks, Lockable	1	
36.	10 LB Fire Extinguisher with Heavy Duty Bracket Shipped Loose (Amerex #B456)	1	
37.	Safety Harness and 4.5 Ft Lanyard (Fits Medium to Xlarge), Includes Pouch and Placards, Single Harness, Small Chassis Install in standard location	1	
38.	Triangular Reflector Kit (Contains 3 Reflectors), Shipped Per DEPS 042	1	
39.	Slope Indicator Assembly (Pair) for Machine without Outriggers	1	
40.	Rock Guards, Lexan	1	
41.	Vinyl Manual Pouch for Storage of All Operator and Parts Manuals	1	
42.	Steel Boom Saddle Support, Standard, With Proximity Sensor	1	
43.	Polyethylene Boom Saddle Support, Wide	1	
<u>Electrical Accessories</u>			
44.	Lights And Reflectors In Accordance With FMVSS 108 (Complete LED) Stop Tail Turn Reverse lights to be combination lights	1	
45.	Strobe Beacon Amber LED with Brush Guard (Standard) (Tecniq #K10-AAAD-1) (Permit May Be Required) (Industry/Stock Preferred) On front of body light posts -1 SS and 1 CS	2	
46.	4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear, Class II (Permit May Be Required)	1	
47.	Strobe Lights Wired Ignition Hot	1	
48.	Directional Light Bar, Amber, LED, 48 Inch L (ECCO 3400 Series)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
49.	Flood Light, LED, With Aluminum Housing, 4.25 W x 4.25 H, No Switch on the Light (Hella #H71030401) (Industry Preferred) 2 Mounted from light brackets at front of body, to illuminate cargo area -2 mounted at rear as reverse lights	4	
50.	Spot/Flood Light (LED) Option Reforge Perimeter light 991537748 -Mounted at front and rear corners of body in drip rail. -SS and CS corners	4	
51.	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote (Go-Light #20074GT) Mounted outboard of strobes on light posts -1 SS and 1 CS	2	
52.	Single Tone Backup Alarm, Installed between the chassis frame rails at the rear of the chassis. To work in conjunction with chassis reverse drive system.	1	
53.	Altec Standard Multi-Point Grounding System	5	
54.	Grounding Lug, Copper, U-Shaped, Threaded Install one at front of chassis and one at the rear of the tailshelf.	2	
55.	PTO Hour Meter, Digital, With 10 000 Hour Display	1	
56.	Trailer Receptacle, 6-Way (Pin Type) Installed At Rear	1	
57.	Trailer Receptacle, 7-Way (Blade Type) Installed At Rear	1	
58.	Altec Standard Trailer Plug Wiring	1	
59.	Upfitter Switches, Ford (Supplied With Chassis)	1	
60.	Inverter with Minimum 2000W, 120V @ 16A, Pure Sine Wave Output, Hardwired to Outlets and 12VDC Input. Features Include Surge Ratings at 6000W for 1ms, 4000W for 0.1s and 2/0 AWG 12V Wiring.	1	
61.	Inverter Wired Ignition Hot with Switch in Chassis Cab	1	
62.	Electrical Receptacle, 120 Volt, GFCI, Includes Weather-Resistant Enclosure One installed in the chassis cab on the console bracket w/ the light bar controller. One installed in the CS 1st Vertical.	2	
63.	Power Strip, 120 Volt SHIP LOOSE	1	
64.	Power Distribution Module (PDM-6A) is a compact self-contained electronic system that provides a standardized interface with the chassis electrical system using the AXIS Service Interface.	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
65.	One Emergency Stop Located at Ground Level Installed at the Rear of the Vehicle	1	
66.	Install Chassis (OEM) Supplied Backup Camera In Final Assembly	1	
67.	Install Engine Start/Stop System with Switch at Unit Controls	1	
68.	Install Secondary Stowage System in Final Assembly	1	
69.	PTO Indicator Light (LED) Installed in Cab	1	
70.	Lower Boom Out of Stow Indicator	1	
71.	Additional Electrical Accessory	1	
	Aux reverse lights to come on with reverse and with the perimeter light switch		

Finishing Details

72.	Front and Rear Frame Mounted and Under Body Mounted Components (With the Exception of Rust Resistant Components) Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards)	1	
73.	Powder Coat Unit Altec White	1	
74.	Finish Paint Body Accessories Above Body Floor Altec White	1	
75.	Include Aggregate In Heavy Duty Cargo Coating (Specify Location)	1	
76.	Heavy Duty Cargo Coating, Gator Hyde	1	
	Cargo floor, cargo walls up to E-track, front of body and top of tailshelf.		
77.	Placard, Engine Block Heater	1	
78.	Safety and Instructional Decals English	1	
79.	Vehicle Height Placard Installed In Cab DEPS 002	1	
80.	HVI-22 Hydraulic Oil Placard	1	
81.	Dielectric Test Unit According to ANSI Requirements	1	
82.	Stability Test Unit According to ANSI Requirements	1	
83.	Regional Build	1	
84.	Delivery Of Completed Unit	1	
85.	Inbound Freight	1	
86.	As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024)	1	
87.	Completed Test Forms To Be Included In The Manual Pouch: -Stability Test Form -Dielectric Test Form (For Insulated Units)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
88.	AT40G FA Installation	1	
	<u>Chassis</u>		
89.	Altec Supplied Chassis	1	
90.	Chassis	1	
91.	2025 Model Year	1	
92.	Ford F550	1	
93.	Dual Rear Wheel	1	
94.	4x4	1	
95.	Chassis Cab	1	
96.	Regular Cab	1	
97.	Chassis Color - White	1	
98.	Automatic Emergency Braking	1	
99.	Forward Collision Warning	1	
100.	Lane Departure Warning System	1	
101.	AM/FM Radio	1	
102.	Bluetooth	1	
103.	Ford SYNC	1	
104.	Block Heater	1	
105.	Limited Slip Rear Axle	1	
106.	Running Boards (Supplied By Chassis OEM)	1	
107.	Skid Plate	1	
108.	Trailer Brake Controller (Factory Installed)	1	
109.	Side Mirrors, Power Adjusting, Manual Folding, Manual Telescoping with Heated Glass	1	
110.	Cruise Control	1	
111.	Air Conditioning	1	
112.	Backup Camera, OEM Supplied	1	
113.	Keyless Entry	1	
114.	Power Door Locks	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
115.	Power Windows	1	
116.	Tilt Steering Wheel	1	
117.	60 Clear CA (Round To Next Whole Number)	1	
118.	Chassis Wheelbase Length - 145	1	
119.	GVWR 19,550 LBS	1	
120.	7,500 LBS Front GAWR	1	
121.	14,706 LBS Rear GAWR	1	
122.	Spring Suspension	1	
123.	Ford 6.7L Power Stroke Diesel	1	
124.	Diesel	1	
125.	Ford Torqshift 10-Speed Automatic Transmission (w/PTO Provision)	1	
126.	Ford 40 Gallon Fuel Tank (Rear)	1	
127.	Ford 7.2 Gallon DEF Tank (Mid Mount)	1	
128.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1	
129.	No CARB Clean Idle Certification Required	1	
130.	EPA Clean Idle Certification	1	
131.	EPA Emissions	1	
132.	No Idle Engine Shut-Down Required	1	
133.	Hydraulic Brakes	1	
134.	Electronic Park Brake In Rear Wheels	1	
135.	Dual Alternator (350 amp Minimum)	1	
136.	63C - Aft Axle Frame Extension	1	
137.	872 - Rear View Camera and Prep Kit	1	
138.	98R - Operator Commanded Regeneration (OCR)	1	
139.	XL Trim Package	1	
140.	Vinyl Split Bench Seat	1	

Additional Pricing

141.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
<u>Miscellaneous</u>			
142.	Non-CARB Registered State	1	
143.	Trim Package	1	

Unit / Body / Chassis Total	210,604.00
Additional Total	0.00
FET Total	0.00
Total	210,604.00

Altec Industries, Inc.

BY _____

Brandon Evans

Notes:

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

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

2 Estimated Delivery: 14-16 months after receipt of order PROVIDING:
A. Customer supplied chassis (if applicable) is received a minimum of sixty (60) days before scheduled delivery.
B. Customer approval drawings are returned by requested date.
C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
D. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

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

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

3 This quotation is valid until MAY 01,2025. After this date, please contact Altec Industries, Inc. for a possible extension.

4 F.O.B. - Customer Site

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- 5 Interest charge of 1/2% per month to be added for late payment.
- 6 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email finance@altec.com for more information.
- 7 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.
- 8 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.
- 9 Any payment made by a credit card may be subject to a surcharge fee.
- 10 Altec Standard Warranty:
- One (1) year parts warranty.
- One (1) year labor warranty.
- Ninety (90) days warranty for travel charges.
- Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.
- Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.
- Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts
- Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards
- 11 Altec Extended Warranty Option:
- An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.
- Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.
- 12 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.
- 13 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

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

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

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

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

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

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

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

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

File #: 25-205

City Council Meeting

FROM: Emily Geisler, City Clerk
DATE: Tuesday, March 25, 2025
DEPARTMENT: Mayor's Office

Subject

City Council Meeting Minutes

Council Action Desired

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

Approve the City Council Meeting Minutes from March 3, 6, and 17, 2025

Description, Background Information & Purpose

Attached are the following:

- March 3, 2025, City Council Meeting Minutes
- March 6, 2025, City Council Meeting Minutes
- March 17, 2025, City Council Meeting Minutes

Alignment with City & Department Planning Objectives



- ☐
☒
☐
☐
☐
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☐
☐

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

Interdepartmental Coordination

N/A

Fiscal Impact

N/A

Legal Review

N/A



City Council Work Session Meeting Minutes

680 Park Avenue
Idaho Falls, ID 83402

Monday, March 3, 2025

3:00 PM

City Council Chambers

Call to Order and Roll Call

There were present:

Mayor Rebecca L. Noah Casper
Councilor John Radford (Arrived at 4:40 PM)
Councilor Jim Freeman
Councilor Kirk Larsen

Council President Lisa Burtenshaw
Councilor Ziel-Dingman
Councilor Jim Francis

Also present:

Margaret Wimborne, Chief of Staff
Duane Nelson, Fire Chief
Bryce Johnson, Chief of Police
Mark Hagedorn, Finance Manager / Treasurer
Emily Geisler, City Clerk

Chris Fredericksen, Public Works Director
Wade Sanner, Community Development Services Director
Darin Jones, Human Resources Director
Michael Kirkham, City Attorney

Mayor Casper called the meeting to order at 3:03 p.m. with the following items:

Community Development Services, Fire Legal and Public Works and Mayor's Office - Report: Expedited Permitting & Review Process Enhancements:

Presentation/Discussion: (Margaret Wimborne, Chris Fredericksen, Wade Sanner, Duane Nelson)

The City is actively working to streamline its development review, permitting, and inspection processes to enhance efficiency, improve communication, and ensure compliance with regulations while supporting developers. Key initiatives include:

1. Process Improvements & Transparency

- **Flowcharts & Website Enhancements:** Creating visual guides and an improved website to provide clear overviews, timelines, and contacts.
- **Predevelopment Meetings:** Standardized meetings every Thursday with relevant departments, ensuring developers receive structured feedback and a checklist within a week.
- **Fire & Public Works Coordination:** Developing a unified checklist for permitting processes related to fire and emergency services.
- **Improved Review Comments:** Staff will provide detailed feedback in the first review, with subsequent reviews primarily verifying that initial comments were addressed. Developers will be held accountable for unresolved issues.
- **Data-Driven Plat & Site Plan Reviews:** Tracking review cycles to address delays and streamline approvals.

2. Building & Inspection Enhancements

- **Restructured Review & Approval System:** Introduction of a "gatekeeper" permit clerk for initial screening within 24 hours and project managers overseeing reviews instead of funneling all applications to the Chief Building Official.
- **Inspection Coordination & Efficiency:** Having a Chief Building Inspector to balance workloads and facilitate same-day re-inspections when minor issues are resolved.

- **Improved Interdepartmental Collaboration:** Biweekly meetings between building and fire departments to prevent bottlenecks and streamline approvals.
 - **Remote Inspections & Potential Legislative Changes:** Exploring remote inspections via photos/videos, pending state-level regulatory adjustments.
3. **Developer Support & Engagement**
- **GIS Mapping & Illustrated Guides:** Providing outward-facing GIS maps and visual site plan examples to clarify requirements.
 - **Library of Best Practices:** A resource for developers with zoning illustrations and detailed site plan expectations.
 - **Customer Service & Communication Improvements:** Regular community outreach, enhanced customer service training, and more transparent timelines for developers.
 - **Pre-Development Meeting Accessibility:** Offering in-person and remote attendance options to accommodate out-of-town developers.
4. **Addressing Challenges & Future Enhancements**
- **Handling Complex & Failed Projects:** Proactively identifying feasibility issues in pre-development meetings to prevent project stalls.
 - **Mid-Cycle Review for Unexpected Issues:** Departments can meet mid-cycle to resolve unforeseen problems early.
 - **Evolving Metrics for Success:** While no formal success measurement system is in place, officials are open to tracking progress and refining processes based on lessons learned.
 - **Regulatory Limitations & Local Adaptations:** While state laws govern building codes, the City is committed to reviewing zoning and permitting inefficiencies for continuous improvement.

Overall, these efforts aim to create a more predictable, business-friendly, and efficient development process while ensuring regulatory integrity and public safety.

Community Development Services, Legal and Public Works – Revised Annexation Principles & Standards Resolution:

Presentation/Discussion: (Chris Fredericksen, Wade Sanner, Mike Kirkham)

The presentation provided an update on the City's Statement of Annexation Principles, incorporating changes required by new annexation laws. Key updates include:

- **New Annexation Categories:** The previous Category A, B, and C classifications are replaced by Annexation with Consent and Annexation Initiated by the City.
- **Consent Requirements:** Forced annexations are no longer permitted. Instead, the City must hold a hearing and demonstrate that there is at least 60% of property owners and 50% of total acreage in the proposed area that consent to the annexation.
- **Implied Consent:** Consent can be inferred if a property was connected to City utilities before 2008 or if a request for connection was made before 2004.
- **Public Hearings for City-Initiated Annexations:** These annexations require public notices and hearings before proceeding.
- **Exception for Enclaved Residential Areas:** If 30 or fewer residential parcels are fully surrounded by the City, they may be annexed without a hearing.
- **Coordination with Utility Providers:** The document recognizes multiple utility systems (e.g., Falls Water, sewer districts) that serve annexed areas.
- **City Services vs. Utility Services:** The document clarifies that City services like police, fire, and library services are separate from enterprise fund services like power, water, sewer, and fiber.

- **Annexing Both Sides of Roads:** The updated document includes policies on annexing roadways on both sides when applicable.

The revised Statement of Annexation Principles will be distributed to the Council for review. Council members are encouraged to provide feedback before finalization, with a deadline set for early next week. The final version is expected to be presented at a Council meeting in mid to late March.

Police and Legal – Ordinance Amendments related to disorderly conduct, animals and graffiti:

Presentation/Discussion: (Mike Kirkham, Bryce Johnson)

The City Attorney and Police Chief presented proposed ordinance changes concerning animal control, disorderly conduct, and graffiti regulations.

1. **Animal Control Ordinance:**

- No new prohibitions; existing rules are being adjusted.
- Violations (e.g., animals at large or exceeding pet limits) will now be infractions for the first offense and misdemeanors for repeat offenses within a year.

2. **Disorderly Conduct Ordinance:**

- Revises "disturbing the peace" laws, shifting focus from the effect of behavior on others to the actual conduct.
- Fighting, threatening, and obstructing public spaces remain illegal.
- Most offenses will be infractions, but intoxication (alcohol, drugs, inhalants) escalates them to misdemeanors.
- A new provision addresses disruptive behavior at the Idaho Falls airport, applying to airline and TSA personnel.

3. **Graffiti Ordinance:**

- No new laws, but enforcement is being clarified.
- Property owners remain responsible for graffiti removal.
- The City will no longer enter private property for removal or charge owners for cleanup.
- Failure to remove graffiti will be an infraction, aligning with penalties for similar code violations.

Council members discussed fine amounts, enforcement methods, and whether legal terminology should be adjusted. They also confirmed that existing regulations specify a timeline for graffiti removal.

Human Resources – Annual Department Focus Report:

Presentation/Discussion: (Darin Jones, Mark Hagedorn)

The City's Human Resources (HR) department, though small, oversees critical functions such as employee benefits, recruitment, compliance, training, and risk management. Recent initiatives include an online performance management system and expanded analytics. HR priorities focus on fostering a culture of accountability, employee recognition, and ensuring sustainable health insurance.

Health Insurance & Financial Considerations

The City has evaluated self-insurance but found it financially unfeasible due to unpredictable claim variations. While some years showed savings, others resulted in significant losses, making self-funding too risky. Instead, the City will continue monitoring trends and maintaining a strategic approach. Key financial challenges include:

- **Prescription Drug & Large Claims Impact:** Rising costs, particularly for diabetes and weight-loss medications, significantly affect health insurance expenses.
- **Stop-Loss & Catastrophic Insurance:** The City purchases catastrophic insurance to cover large claims, similar to private insurers.

- **Loss Ratios & Premium Increases:** The current loss ratio is 100%, exceeding the ideal 85% threshold for avoiding premium hikes. With medical inflation at 8-12%, a projected 9.9% increase (\$1.3M) in premiums is expected. The PPO plan has a higher loss ratio (~120%) than the HSA (~75-80%).
- **Health Insurance Reserve Fund:** The City holds \$6.3M in health insurance reserves, used to offset premium increases and employee costs.
- **Self-Insurance Considerations:** Moving to a self-funded model would require maintaining reserves of 30-40% of the \$14M premium. An actuarial review is needed to determine feasibility.

Risk Management & Budget Planning

- **Reserves & Purpose:** The City maintains \$4.5M in risk management reserves to cover liability, workers' compensation, and catastrophic claims, with a target goal of \$6.1M.
- **Property & Liability Insurance:** High loss ratios (187%) have led to premium increases of around 30%, with limited insurer options due to past claims.
- **Workers' Compensation Savings:** The City's self-insured workers' compensation program has saved \$2M since 2019.
- **Budget Overview:** Revenue includes \$3M from department charges and \$475K from interest and insurance payments, while total expenditures are projected at \$6.7M, covering claims, premiums, and administration.
- **Future Financial Planning:** The City is considering salary adjustments based on inflation (\$1.4M potential cost), insurance premium hikes, HR staffing increases, office relocation, and technological upgrades such as AI integration and ERP system improvements. Efforts are focused on leadership development, performance management, and containing health insurance costs.

Overall, the City is navigating rising insurance costs, balancing risk management reserves, and strategically planning for financial sustainability.

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

Mayor: Key Updates & Announcements

- **Council Calendar:** Important upcoming events, including the Station Two groundbreaking tentatively set for April 2nd.
- **Community Events:**
 - **Mike Spears' Celebration of Life** is scheduled for Saturday in Chubbuck.
 - **Mayor Campbell's Funeral** was held, where his contributions to the City were emphasized.
 - **Dr. Seuss Day** was acknowledged, though there were limited public events.

Legislative Updates

- **House Bill 243:** Opposed by Association of Idaho Cities (AIC), as it would remove childcare regulations at the City level and delete staff-to-child ratios, potentially affecting safety.
- **State Health Insurance Bill:** Aimed at allowing cities to participate in the state health insurance plan but appears to have stalled.
- **Animal Adoption Tax Bill** (Councilor Dingman): A proposal to remove sales tax on animal adoptions has passed the House and is expected to pass the Senate.
- **Education Tax Credits (House Bill 93):** Debate continues over financial projections related to the program.

Councilor Freeman: The Idaho Falls Police Department and Bonneville County Sheriff's Office have launched a Public Safety Incident Map. Available on their websites, this tool allows users to search crime data by time, location, and type of incident. It also provides historical data, making it a valuable resource for residents concerned about neighborhood safety.

Councilor Dingman: Nothing at this time.



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Councilor Radford: The Idaho Falls City Club is discussing Jenny Davidson's "Libraries in Idaho", which relates to ongoing legal challenges. A lawsuit against last year's library bill is progressing, funded by major U.S. publishers. Similar legal challenges may arise regarding school vouchers, as the Idaho Constitution raises potential constitutional concerns. The City Club event, titled "A Weather Report," aims to provide an update on these issues.

Councilor Larsen: Nothing at this time.

Councilor Francis:

The Mae Neuber Foundation donated \$35,000 to the Library to establish a decoding section in the children's library. This initiative uses special books to help children learn to decode and read, supporting parents in teaching their children. The project was requested by the Librarian and Library Board, and the significant donation was funded by the foundation.

Council President Burtenshaw: The City has identified another piece of airport property that was improperly built on. Various departments, including Legal, Parks, Public Works, and the Airport, are working to address the issue. The property in question was purchased with Airport funds rather than City funds, and there may have been a misunderstanding or lack of awareness about its specific designation. Under current FAA regulations, the City must resolve the matter appropriately.

Motion: The Executive Session is being called pursuant to the provisions of the Idaho Code Section 74-206 (1) (j) to consider labor contract matters authorized under Idaho Code Section 74-206 (A) (1) (a) and (b).

- Moved by: Councilor Francis
- Second: Councilor Larsen
- Vote: Francis – Aye, Dingman – Yes, Freeman – Yes, Larsen – Yes, Radford – Aye, Burtenshaw - Yes
- Motion carries.

Executive Session

Called to Order at 6:00 pm

Present:

Mayor Rebecca L. Noah Casper
Councilor Kirk Larsen
Councilor Jim Freeman
Councilor Ziel-Dingman
Duane Nelson, Fire Chief
Darin Jones, Human Resources Director

Council President Lisa Burtenshaw
Councilor John Radford
Councilor Jim Francis
Michael Kirkham, City Attorney
Pam Alexander, Municipal Services Director

There being no further business, the meeting adjourned at 6:51 pm.

Emily Geisler, City Clerk

Rebecca L. Noah Casper, Mayor



City Council Meeting Minutes

680 Park Avenue
Idaho Falls, ID

Thursday, March 6, 2025

7:30 PM

City Council Chambers

1. Call to Order

Present:

Mayor Rebecca L Noah Casper
Council President Lisa Burtenshaw
Councilor Jim Francis

Councilor Jim Freeman
Councilor John Radford
Councilor Michelle Ziel-Dingman

Absent:

Councilor Kirk Larsen

Also present:

Chris Fredericksen, Public Works Director
Wade Sanner, Community Development Services Director
Michael Kirkham, City Attorney

Bryce Johnson, Police Chief
Josh Goudge, Inland Group
Emily Geisler, City Clerk

2. Pledge of Allegiance

Councilor Freeman led those present in the Pledge of Allegiance.

3. Public Comment

No one appeared.

4. Consent Agenda

A. Municipal Services

- | | |
|--|---------------|
| 1. Bid IF-25-014, Service Line Addition Materials for Public Works | 25-172 |
| 2. Repair Invoice for Idaho Falls Power Bucket Truck | 25-173 |

Motion 1: Approve, accept, or receive all items on the Consent Agenda according to the recommendations presented.

- Moved by: Council President Burtenshaw
- Second: Councilor Radford
- Vote: Francis – Aye, Dingman – Yes, Freeman – Yes, Radford – Aye, Burtenshaw - Yes
- Motion carries.

5. Regular Agenda

A. Police Department

City Council Meeting Minutes

25-177 Updates/Amendments to Title 5 City Ordinances: Chapter 4 Disorderly Conduct; Chapter 5 & 6 Animals at Large; and Chapter 10 Graffiti

Presentation/Discussion: Chief Bryce Johnson presented three ordinance updates to the Council:

1. Disorderly Conduct Ordinance – This follows the previously established nuisance noise ordinance and addresses non-noise-related public disturbances. It prohibits fighting, threatening, taunting, blocking sidewalks, and interfering with airport operations. The ordinance is classified as an infraction punishable by a fine, but if the violation occurs while intoxicated, it escalates to a misdemeanor.
2. Animal Ordinance – This modifies penalties for violations related to animals at large and limits on the number of pets per residence. The first violation will now be an infraction, while a second violation within a year becomes a misdemeanor. This change allows for a step toward compliance before imposing harsher penalties.
3. Graffiti Ordinance – The update clarifies that private property owners are responsible for graffiti removal, removing a provision stating the City would clean private property. It also introduces a tiered penalty system, where the first and second violations are infractions, escalating to a misdemeanor on the third offense.

Councilor Radford raised concerns about the impact of the sidewalk-blocking rule on protests, receiving clarification that protestors are already required to allow pedestrian passage. Councilors Freeman and Francis supported the updates, emphasizing that they provide clarity, fairness, and modernized enforcement while maintaining legal consistency.

Motion 1: Approve the Ordinance amending City Code Title 5, Chapters 5 and 6 to adjust punishments for certain animal and dog control ordinances from misdemeanors to infractions, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary.

- Moved by: Councilor Freeman
- Second: Councilor Dingman
- Vote: Dingman – Yes, Burtenshaw – Yes, Francis – Aye, Freeman – Yes, Radford – Aye
- Motion carries.
- The ordinance was then read by title by the City Clerk

Motion 2: Approve the Ordinance repealing and replacing City Code Title 5, Chapters 4, Section 8 to define and prohibit disorderly conduct within the City, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary.

- Moved by: Councilor Freeman
- Second: Councilor Dingman
- Vote: Freeman – Yes, Francis – Aye, Radford – Aye, Burtenshaw – Yes, Dingman – Yes

- Motion carries.
- The ordinance was then read by title by the City Clerk

Motion 3: Approve the Ordinance amending City Code Title 5, Chapter 10 repealing the City abatement of graffiti and reclassifying the graffiti nuisance offense from a misdemeanor to an infraction, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary.

- Moved by: Councilor Freeman
- Second: Councilor Dingman
- Vote: Francis – Aye, Dingman – Yes, Freeman – Yes, Radford – Aye, Burtenshaw – Yes
- Motion carries.
- The ordinance was then read by title by the City Clerk

B. Public Works

25-175 Bid Award - Commercial Water Meter Box Installation 2025

Presentation/Discussion: Director Chris Fredericksen presented a single Public Works agenda item regarding the bidding process for a Commercial Water Meter Box Installation Project. The City received one bid from 3H Construction, LLC, totaling \$1,090,239 to install 240 commercial water meters across Idaho Falls. Half of the funding is expected to come from a Bureau of Reclamation grant, which remains valid according to the latest updates. However, the City has sufficient funds to proceed even if the grant falls through.

Council members discussed bid pricing, particularly the lower-than-expected landscaping restoration costs, which apply to public rights-of-way. The project focuses on high-usage commercial sites, such as car washes and hotels, as part of a conservation effort. National estimates suggest metered water users reduce consumption by 30%, reinforcing the project's long-term sustainability benefits.

Motion: Approve the plans and specifications; award to the lowest responsive, responsible bidder, 3H Construction LLC., in the amount of \$1,090,239.00; and give authorization for the Mayor and City Clerk to execute the necessary documents.

- Moved by: Councilor Francis
- Second: Councilor Dingman
- Vote: Dingman – Yes, Radford – Aye, Francis – Aye, Burtenshaw – Yes, Freeman – Yes
- Motion carries.

C. Community Development Services

City Council Meeting Minutes

1. **25-174** Final Plat and Reasoned Statement of Relevant Criteria and Standards, Snake River Landing Division No. 3, Third Amended. (No presentation)

Motion 1: Accept or Approve the Final Plat for Snake River Landing Division No. 3, Third Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.

- Moved by: Councilor Radford
- Second: Councilor Dingman
- Vote: Burtenshaw – Yes, Dingman – Yes, Radford – Aye, Freeman – Yes, Francis - Aye
- Motion carries.

Motion 2: Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Snake River Landing Division No. 3, Third Amended and give authorization for the Mayor to execute the necessary documents.

- Moved by: Councilor Radford
- Second: Councilor Dingman
- Vote: Radford – Aye, Freeman – Yes, Burtenshaw – Yes, Francis – Aye, Dingman - Yes
- Motion carries.

2. **25-170** Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 7.999 acres in the SW ¼ of Section 26, Township 2 North, Range 37 East.

Presentation/Discussion (For 25-170 and 25-171): Josh Goudge, Development Manager of Inland Group, from Spokane, Washington, presented a proposal for the Affinity at Idaho Falls, a 170-unit, 55+ age-restricted community focused on fostering resident engagement through shared amenities and events. The project is located on eight acres at the corner of Pioneer and Sunnyside, surrounded by commercial properties and adjacent to I-15.

Director Wade Sanner provided a staff report confirming that the annexation request aligns with City zoning plans, falling within a mixed-use corridor. He noted a small "spike strip" property west of the site that remains under separate ownership and has not been included in the annexation. Sanner and Council President Burtenshaw also clarified for Councilor Francis that the parcel to the north is a City-owned storm retention pond that will be used for ongoing and future development in the area.

The Planning Commission reviewed the annexation on February 4th, receiving no public opposition. Council members welcomed the project as a diverse housing option for the community, appreciating its emphasis on community spaces and engagement. The hearing concluded with Council members expressing support for the development.

Motion 1: Approve the Ordinance annexing approximately 7.999 acres in the SW ¼ of Section 26, Township 2 North, Range 37 East; assign a Comprehensive Plan Designation of “Mixed-Use Centers and Corridors;” and under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary.

- Moved by: Councilor Radford
- Second: Councilor Dingman
- Vote: Francis – Aye, Radford – Aye, Dingman – Yes, Burtenshaw – Yes, Freeman - Yes
- Motion carries.
- The ordinance was then read by title by the City Clerk

Motion 2: Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of approximately 7.999 acres in the SW ¼ of Section 26, Township 2 North, Range 37 East and give authorization for the Mayor to execute the necessary documents.

- Moved by: Councilor Radford
- Second: Councilor Dingman
- Vote: Burtenshaw – Yes, Dingman – Yes, Freeman – Yes, Francis – Aye, Radford - Aye
- Motion carries.

3. **25-171** Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 7.999 acres in the SW ¼ of Section 26, Township 2 North, Range 37 East.

Motion 1: Approve the Ordinance establishing the initial zoning for LC, Limited Commercial with the Controlled Development Airport Overlay Zone as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings; and request that it be read by title and published by summary; that the City limits documents be amended to include the area annexed herewith; and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office.

- Moved by: Councilor Radford
- Second: Councilor Dingman
- Vote: Freeman – Yes, Radford – Aye, Burtenshaw – Yes, Francis – Aye, Dingman - Yes
- Motion carries.
- The ordinance was then read by title by the City Clerk



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Motion 2: Approve the Reasoned Statement of Relevant Criteria and Standards for the initial zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone and give authorization for the mayor to execute the necessary documents.

- Moved by: Councilor Radford
- Second: Councilor Dingman
- Vote: Burtenshaw – Yes, Radford – Aye, Dingman – Yes, Freeman – Yes, Francis - Aye
- Motion carries.

6. Announcements:

The next City Council meeting will be in two weeks, with a work session scheduled for next Monday.

There being no further business, the meeting adjourned at 8:10 PM

Emily Geisler, City Clerk

Rebecca L. Noah Casper, Mayor



City Council Work Session Meeting Minutes

680 Park Avenue
Idaho Falls, ID 83402

Monday, March 17, 2025

3:00 PM

City Council Chambers

Call to Order and Roll Call

There were present:

Mayor Rebecca L. Noah Casper

Councilor Kirk Larsen

Councilor John Radford

Councilor Jim Freeman

Councilor Michelle Ziel-Dingman

Councilor Jim Francis

Council President Lisa Burtenshaw **Joined via Teams, was disconnected after approximately 2 hrs 20 min, but able to rejoin. Disconnection and Rejoining are noted in the minutes where appropriate.*

Also present:

Wade Sanner, Community Development Services, Director

PJ Holm, Parks and Recreation Director

Josh Stephens, Parks and Recreation

Chris Horsley, Parks and Recreation

Margaret Wimborne, Chief of Staff

Michael Kirkham, City Attorney

Emily Geisler, City Clerk

Mayor Casper called the meeting to order at 3:04 p.m. with the following items:

Legal: (Director Sanner, City Attorney Mike Kirkham)

Request for Reconsideration from U-Pick Red Barn: The City Council has received a request for reconsideration regarding the U-Pick Red Barn's Conditional Use Permit (CUP) revocation, raising four main issues. The primary concern is whether the notice provided to the U-Pick property owners was sufficient, with some Council members questioning whether it should have come directly from the Board of Adjustment. The second issue involves whether the property owners, not being developers under city code, should be required to dedicate roadway. However, the City's legal opinion states that, because their property connects to city streets, they fall under the ordinance.

The U-Pick property owners argue that the CUP revocation was arbitrary and refer to a letter allowing them 30 days to comply. The Council contends the 30-day period was for compliance, not permission to operate. A further concern is the property's complex ownership structure and who should be responsible for compliance. Additionally, the Council discussed whether a road dedication should be required due to increased traffic from the business. Counsel for U-Pick argues that their business is only open for six weeks each year and shouldn't fall under the same requirements as one that is open year-round. The Council tasked the legal department with preparing a written denial. U-Pick Red Barn has filed a lawsuit against the City, which has yet to be served.

Motion: Deny request for reconsideration.

- Moved by: Councilor Francis
- Second: Councilor Dingman
- Vote: Dingman – Yes, Burtenshaw – Yes, Francis – Aye, Freeman – Yes, Larsen – Yes, Radford - Aye
- Motion carries.



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Parks & Recreation: (Director PJ Holm, Josh Stephens, Chris Horsley)

Department Focus Report Part II: The Idaho Falls Parks and Recreation Department is dedicated to enhancing the community through safe and high-quality parks, recreational facilities, and programs. The department manages a wide range of amenities, including 48 parks, 3 PGA golf courses, 27 playgrounds, and numerous sports facilities, including a zoo, ice rink, and fishing ponds. Their mission is to provide healthy, fun, and safe experiences for residents and visitors.

Upcoming Events and Priorities:

- The department has several upcoming events, including Community Cleanup Day at the Zoo (April 19), Zoo Opening Day (April 24), and various retirement parties. The department is also proud of being recognized as the best medium-sized rodeo in Idaho, with the 114th War Bonnet Round-Up coming July 31st.
- The City Council's priorities include a community center focused on community-building amenities, right-sizing user fees, and implementation of existing plans for several facilities.

Key Developments and Plans:

1. **Feasibility Study:** A feasibility study for a new community center is in progress, with consultants being identified and a small internal visioning committee created to address funding strategies.
2. **User Fees & Non-Resident Contributions:** Adjustments have been made to ensure non-residents contribute fairly to facility and program costs. These adjustments are supported by user groups and outlying school districts.
3. **Zoological Updates:** The zoo fees are being updated to address subsidy cost increases, with non-resident fees expected to rise by \$3, while maintaining resident fees. A new resident card system will ensure discounts for locals.
4. **Facility Improvements:** Major improvements are planned for North Park Road realignment, a new zoo entrance, and lighting for Heritage Park (currently on hold). A \$500,000 grant has been approved for pathways at Tautphaus Park, and restrooms are being constructed at Ryder and Heritage Parks, along with ongoing zoo renovations.

Park and Cemetery Maintenance:

- The department manages 1,720 acres of land, including parks, cemeteries, and green spaces, with over 500 acres of turfgrass and 25,000 trees that require maintenance. However, seasonal staffing issues are a challenge, and more workers are needed, particularly for park maintenance.
- There are ongoing efforts to improve cemetery maintenance, such as addressing irrigation issues and damage from voles.
- Efforts are also underway to comply with the Land and Water Conservation Fund (LWCF) program to receive reimbursements, and expansion of the Canal Trail is underway with 4.6 miles already completed.

Budget and Financials:

- The park maintenance budget for 2024 is slightly higher due to early bulk orders for supplies. Personnel costs account for 48% of the budget, while operating expenses make up 43%. The department uses a hybrid approach for maintenance, outsourcing tasks like security and storm pond upkeep to reduce staffing needs.
- Security patrols, which cost \$15,000 annually, have been highly effective in reducing vandalism, which had caused approximately \$60,000 in damages in 2023.
- The department is using autonomous machines to help with labor-intensive tasks like field lining, leading to savings.

Recreation Division:

- The Recreation Division focuses on providing year-round activities for all ages, including leagues, lessons, camps, and events at the Recreation Center, Aquatic Center, and Ice Rink.



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- In 2024, the division had 14,000 participants across various programs, including 100,000 admissions at the Aquatic Center and 20,000 at the Ice Rink. Despite challenges like staffing shortages and rising operational costs, the division remains financially sustainable.
- Fees for programs are adjusted based on expenditures, with higher fees for non-residents. In comparison to surrounding areas, local fees are consistent, though some, like those at the Ice Rink, were adjusted to cover operating costs.

Challenges and Future Plans:

- The division faces staffing shortages, volunteer recruitment issues, and competition with other sports leagues. Future plans include the development of a community center, improved wages for staff (especially lifeguards and officials), and expanding program offerings, including pickleball, camps, and arts.
- Revenue generation is being explored through options like advertising on Ice Rink boards, although pricing and regulations require review.

Energy Efficiency & Community Health:

- There are concerns regarding lights staying on at parks after hours. This could be addressed with better management and new software. One solution mentioned allows users to pay for lighting through credit cards.
- A significant community health initiative involves swim lessons, with 602 kids participating, reducing their drowning risk by 88%.

Overall, The Idaho Falls Parks and Recreation Department continues to enhance its facilities and services, balancing improvements, fee adjustments, and sustainability. Key ongoing projects include facility upgrades, park maintenance, and a new community center. The department is committed to meeting the community's recreational needs while addressing challenges like staffing, funding, and operational costs. The department's efforts are well-supported by the City Council, and ongoing discussions focus on expanding opportunities, improving facilities, and ensuring equity in recreational offerings.

Brief Break

Mayor and City Council: Acceptance or Receipt of Minutes

(Council President Burtenshaw was disconnected from Teams for several minutes. A quorum was confirmed, however, and the meeting continued.)

Motion: Receive recommendations(s) from the March 4th, 2025, meeting of the Planning and Zoning Commission pursuant to the Local Land Use Planning Act. (No discussion was held)

- Moved by: Councilor Francis
- Second: Councilor Freeman
- Vote: Dingman – Yes, Francis – Aye, Freeman – Yes, Larsen – Yes, Radford – Aye, Burtenshaw - Absent
- Motion carries.

Legislative Report (Mayor Casper): Review of Current Legislative Actions that Impact the City of Idaho Falls
The discussion covered several legislative issues and updates:

1. **Senate Concurrent Resolution 107** – Passed in the Senate but stalled in the House Local Government Committee. Efforts to address concerns have failed, and officials are encouraged to push for its progress.
2. **Daycare Licensing (House Bill 243)** – Opposed by AIC and several cities, but it passed both chambers and is with the governor. Amendments restored some protections, but many were lost.



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3. **Protection Zone Legislation** – New bills (US 1133, S. 1164) mandate cities to review building permits within ten days. Concerns over state control of city functions.
4. **Short-Term Rental Reforms** – Annual legislative efforts to modify existing rental laws, despite previous effective legislation.
5. **Domestic Wells Legislation** – Passed and awaiting the governor's signature. It imposes new restrictions on water systems in county areas, potentially slowing urban expansion.
6. **Wildfire Mitigation Bill** – Initially failed but was reconsidered and amended. Expected to return for a vote with improvements.
7. **Electric Utility Tax Change (H 329)** – Does not impact Idaho Falls but alters how for-profit utilities are taxed.
8. **Local Option Tax (House Bill 388)** – Would allow counties to impose a 3% transient room tax for fire and ambulance services. Criticized for lacking a direct connection between taxpayers and beneficiaries.
9. **Budget Bill Delays** – Challenges in passing budget bills, including one affecting Idaho Falls Library funding.

*Council President Burtenshaw was able to rejoin the meeting.

10. **AIC Conference and Awards** – Open for workshop proposals and city achievement award submissions.
11. **Waste Management Symposium** – Federal spending cuts anticipated, impacting agencies like NOAA and reducing government services.

The update emphasized legislative advocacy, upcoming challenges, and opportunities for city engagement.

Mayor and Council Reports: Calendars, Announcements, Events, Reports, Updates, Concerns, Questions,
Council President Burtenshaw – Nothing to Report

Councilor Dingman – Nothing to Report

Councilor Freeman – Reminder that the groundbreaking for the Station 6 Fire station is scheduled for April 2, 2025, at 10 am.

Councilor Francis – Nothing to Report

Councilor Radford - Library Board member Hal Peterson is stepping down after over 20 years of service, with gratitude expressed for his contributions. The library also finalized an agreement to fund books that support reading through decoding for parents and children with funding from the Mae Neuber Foundation.

Councilor Larsen - Public Works has two key updates:

1. **Funding for Street Work** – Due to unavailable impact fees, the department will internally fund previously approved development agreements related to street work, with the expectation of reimbursement once impact fees become available.
2. **Cash Balance Growth** – The finance department's cash balance report shows growth in some Public Works funds, primarily for capital projects like MERF. This is a planned financial strategy, not excess accumulation, ensuring proper fund management.

Councilor Larsen emphasized the importance of understanding fund growth as part of responsible financial planning. Questions can be directed to Director Fredericksen.



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Update: Aspirations and Priorities (Mayor Casper, Chief of Staff Wimborne, Council)

City Council Strategic Planning and Priority Review (2025-2026)

The City Council's strategic planning session focused on refining aspirations, adjusting priorities, and ensuring alignment with long-term goals for the 2025–2026 cycle. The discussion revolved around clarifying strategic objectives, balancing priorities within the budget, and transitioning certain initiatives from active development to maintenance. The Mayor began today's discussion/presentation with a review of the handouts and some changes that had been made.

Strategic Aspirations & Refinements

The discussion began with a review of the Council's strategic aspirations and priorities. The Council refined previous budget retreat discussions by eliminating redundancies, reordering priorities, and ensuring accurate references. A key development was the addition of an eighth aspiration to the framework, expanding the City's strategic vision. The Council debated terminology under key focus areas:

- **Natural Resource Stewardship** – Consideration was given to renaming it Environmental Stewardship or Resource Stewardship to better reflect broader sustainability goals.
- **Public and Community Safety** – The group discussed whether to shorten it to Public Safety or Community Safety, weighing which term best captured their objectives.

A five-year strategic approach was confirmed, ensuring priorities are framed within a long-term timeline rather than expecting immediate results. The Council acknowledged challenges in synchronizing planning efforts with fiscal and calendar years and discussed when certain priorities should transition into routine operations rather than remaining as separate strategic goals.

Balancing Priorities within the Budget

Chief of Staff Wimborne also presented on "How We Do Business," emphasizing the importance of maintaining focus and avoiding an excessive number of priorities that could overwhelm City departments and dilute financial resources. The Council agreed on distinguishing between ongoing initiatives and new priorities to improve efficiency.

Key points included:

- **Prioritization & Budgeting** – Ensuring financial stability by streamlining the number of strategic initiatives.
- **Ongoing vs. Implemented & Maintained** – Projects like Public Works improvements (e.g., bridges) that have been addressed should now be maintained rather than continuously prioritized.
- **Council's Role vs. Director's Role** – The Council sets broad priorities, while department directors should oversee implementation without excessive oversight from elected officials.

Specific initiatives discussed:

- **Expedited Permitting & Housing Development** – Maintaining efficiency in review processes as demand increases and balancing zoning changes for sustainable growth.
- **Safe Streets & Multimodal Transportation** – While multimodal infrastructure remains important, the Council debated whether it should be explicitly prioritized or considered a standard Public Works function.
- **Financial Stability Adjustments** – Some initiatives, such as financial sustainability plans for City programs, have been successfully implemented and should now be monitored rather than treated as new priorities.

Reviewing and Categorizing Priorities for 2025-2026

The final portion of the discussion focused on categorizing City priorities to ensure alignment with strategic goals.

Key takeaways included:

1. **Ongoing vs. Implemented & Maintained Priorities** – Some initiatives were reclassified to maintenance status, meaning they have been successfully developed and now require continued attention rather than active expansion.



City Council Work Session Meeting Minutes

680 Park Avenue
Idaho Falls, ID 83402

2. **Financial Stability & ERP Implementation** – The City's improved budget process was evaluated, and the implementation of Enterprise Resource Planning (ERP) software was identified as a new focus area, with a need to monitor progress and contractual expectations.
3. **Capital Improvement Plans & Natural Resource Stewardship** – The Council debated whether Capital Improvement Planning (CIP) should remain an active priority or shift into maintenance. Sustainability efforts, particularly river conservation and recycling expansion, were highlighted as ongoing priorities.
4. **Public Safety & Code Enforcement** – Community policing and code enforcement remain active concerns. The Council discussed staffing levels and additional resources for issues like snow removal enforcement.
5. **Metro Fire & Regional Training Center** – While Metro Fire consolidation remains under consideration, it is not a high-priority initiative due to a lack of external interest. The Regional Training Center remains an ongoing project with potential state-level funding opportunities.
6. **Next Steps** – The revised priorities will be presented to City directors next Monday for further input, refining actionable steps before final adoption.

Conclusion

The meeting concluded with gratitude for everyone's time and a discussion on the next steps. COS Wimborne emphasized that the revised priorities would provide a solid framework for discussions with City directors on Monday and later at the budget kickoff in April. The formatting of priorities may be adjusted, shifting from the current color-coded system to a more uniform structure. Priorities will be reordered by status: completed, ongoing (back-burner), and ongoing (active). Active priorities will be numbered based on their timeline, with "Ongoing Active 1" representing first-year initiatives and "Ongoing Active 2" indicating projects for 2024-2025. The "Notes" column will be renamed "Status" to better track progress and identify priority levels. The refined strategy aims to enhance governance, financial stability, infrastructure, public safety, and environmental stewardship while ensuring a manageable workload for City staff. COS Wimborne invited feedback on the process, acknowledging that adjustments may be needed as they refine the system.

There being no further business, the meeting adjourned at 6:42 PM

Emily Geisler, City Clerk

Rebecca L. Noah Casper, Mayor

Memorandum

File #: 25-206

City Council Meeting

FROM: Emily Geisler, City Clerk
DATE: Tuesday, April 1, 2025
DEPARTMENT: Mayor's Office

Subject

March 2025 Licensing through the Office of the City Clerk

Council Action Desired

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

Review and accept all licenses issued by the City Clerk's Office in March 2025 (or take other action deemed appropriate)

Description, Background Information & Purpose

Attached are reports for the following:

1. New Business Licenses (55) issued by the City Clerk's Office in the month of March
(This list excludes contractors.)
2. Renewed Business Licenses (20) issued by the City Clerk's Office in the month of March
(This list excludes contractors.)
3. New and Renewed Contractor Licenses (40) issued by the City Clerk's Office in the month of March

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

March 2025 NEW Business Licenses (excludes contractors)

Entity Name	Number	Permit Type	Status	Date
Bee's Knees Pub & Catering Co.	25-0022	Alcohol Catering Permit	APPROVED	3/6/2025
Bee's Knees Pub & Catering Co.	25-0023	Alcohol Catering Permit	APPROVED	3/6/2025
BlackRock Fine Wine & Craft Beer	25-0019	Alcohol Catering Permit	APPROVED	3/6/2025
Heads & Tails Distillery	25-0025	Alcohol Catering Permit	APPROVED	3/6/2025
Metztli Mexican Taqueria LLC	25-0024	Alcohol Catering Permit	APPROVED	3/6/2025
Pie Hole Idaho Falls	25-0021	Alcohol Catering Permit	APPROVED	3/6/2025
Samoa Club	25-0027	Alcohol Catering Permit	APPROVED	3/6/2025
The Celt Pub	25-0026	Alcohol Catering Permit	APPROVED	3/6/2025
The House Bar & Grill	25-0028	Alcohol Catering Permit	APPROVED	3/6/2025
The Snakebite Restuarant	25-0021	Alcohol Catering Permit	APPROVED	3/6/2025
Bee's Knees Pub & Catering Co.	3871520	Alcohol Catering Permit	APPROVED	3/12/2025
Bee's Knees Pub & Catering Co.	7237135	Alcohol Catering Permit	APPROVED	3/12/2025
Metztli Mexican Taqueria LLC	4343482	Alcohol Catering Permit	APPROVED	3/12/2025
BlackRock Fine Wine & Craft Beer	3854279	Alcohol Catering Permit	APPROVED	3/13/2025
Soiled Dove	5481287	Alcohol Catering Permit	APPROVED	3/13/2025
SCI Ventures LLC/White Horse Bar	1200880	Alcohol Catering Permit	APPROVED	3/21/2025
Roadhouse Saloon	8156413	Alcohol Catering Permit	APPROVED	3/24/2025
Bee's Knees Pub & Catering Co.	3076473	Alcohol Catering Permit	APPROVED	3/28/2025
Bee's Knees Pub & Catering Co.	4159068	Alcohol Catering Permit	APPROVED	3/28/2025
St. Paddy's On Park	25-0029	Alcohol Catering Permit Not - For - Profit	APPROVED	3/6/2025
Tchaikovsky 6 & Young Artists	25-0030	Alcohol Catering Permit Not - For - Profit	APPROVED	3/6/2025
Makers Night	3032796	Alcohol Catering Permit Not - For - Profit	APPROVED	3/12/2025
Makers Night	9930828	Alcohol Catering Permit Not - For - Profit	APPROVED	3/12/2025
Romita Mexican Market	5818712	Alcohol License	APPROVED	3/12/2025
Happy Panda Preschool LLC	5301179	Child Care Facility	APPROVED	3/21/2025
Fitzgerald	3927305	Child Care On-Site Non-Provider Certification	APPROVED	3/21/2025
Peterson	619664	Child Care On-Site Non-Provider Certification	APPROVED	3/21/2025

Peterson	2581094	Child Care On-Site Non-Provider Certification	APPROVED	3/21/2025
Peterson	5169389	Child Care On-Site Non-Provider Certification	APPROVED	3/21/2025
Rebmann	9803724	Child Care Worker Certification	APPROVED	3/3/2025
Dashnaw	6968374	Child Care Worker Certification	APPROVED	3/5/2025
Larsen	2465796	Child Care Worker Certification	APPROVED	3/5/2025
Meeker	4832839	Child Care Worker Certification	APPROVED	3/5/2025
Chiono	3044304	Child Care Worker Certification	APPROVED	3/6/2025
Sanchez	6404455	Child Care Worker Certification	APPROVED	3/10/2025
Sutton	5198359	Child Care Worker Certification	APPROVED	3/14/2025
Delgadillo	4378850	Child Care Worker Certification	APPROVED	3/17/2025
Allen	2550258	Child Care Worker Certification	APPROVED	3/18/2025
Jablonski	2597984	Child Care Worker Certification	APPROVED	3/20/2025
Cook	1204808	Child Care Worker Certification	APPROVED	3/21/2025
Peterson	5907896	Child Care Worker Certification	APPROVED	3/21/2025
Thomson	5859321	Child Care Worker Certification	APPROVED	3/21/2025
Quintero	6376738	Child Care Worker Certification	APPROVED	3/24/2025
Volpe	8748356	Child Care Worker Certification	APPROVED	3/27/2025
Briggs	3670848	Child Care Worker Certification	APPROVED	3/28/2025
Hurst	9941685	Child Care Worker Certification	APPROVED	3/28/2025
Newby	7921396	Child Care Worker Certification	APPROVED	3/28/2025
Howard	6905312	Door-to-Door Sales	APPROVED	3/14/2025
Koyle	3706596	Door-to-Door Sales	APPROVED	3/21/2025
ZuCru Tupperware by Nikki LLC	8083993	Itinerant Merchant	APPROVED	3/28/2025
Cowpoke Coffee	3434804	Other Business License	APPROVED	3/14/2025
Foothill Transportation	8183352	Public Transportation Company	APPROVED	3/19/2025
Stuart	2574604	Public Transportation Operator	APPROVED	3/11/2025
Gonzalez	4791351	Public Transportation Operator	APPROVED	3/18/2025
Game Grid Idaho Falls	6617216	Secondhand Store	APPROVED	3/14/2025

March 2025 RENEWED Business Licenses (excludes contractors)

Name	Number	Permit Type	Status	Issued
Dredge	5254	Additional Dog License	APPROVED	3/3/2025
Degiolio	6341	Additional Dog License	APPROVED	3/3/2025
Tays Daycare	302	Child Care Facility	APPROVED	3/19/2025
Blue Jay Transit USFM LLC	10383	E-Bike	APPROVED	3/6/2025
Tacos Las Penitas 3 Inc	2024-08	Mobile Food Vendor	APPROVED	3/19/2025
Park Avenue Grill (MOFV)	7934	Mobile Food Vendor	APPROVED	3/11/2025
Zuppiera	10879	Mobile Food Vendor	APPROVED	3/14/2025
Glazed and Confused Mini Donuts	2024-20	Mobile Food Vendor	APPROVED	3/12/2025
Tacos El Toxico LLC	1209112	Mobile Food Vendor	APPROVED	3/19/2025
Diaz Cafe	3049902	Mobile Food Vendor	APPROVED	3/14/2025
Country Fresh Farms	1746878	Mobile Food Vendor	APPROVED	3/12/2025
Turtle Tea LLC	6840957	Mobile Food Vendor	APPROVED	3/12/2025
Jim's Tree Service LLC	6616954	Private Tree Service	APPROVED	3/31/2025
MurdawkTransportation	4471	Public Transportation Company	APPROVED	3/13/2025
Murdock	5311	Public Transportation Operator	APPROVED	3/13/2025
Cline, Nathan	6378	Public Transportation Operator	APPROVED	3/20/2025
Roberts	10338	Public Transportation Operator	APPROVED	3/14/2025
Hill	8926481	Public Transportation Operator	APPROVED	3/14/2025
Adakai	8189019	Public Transportation Operator	APPROVED	3/26/2025
Grizzily Gold & Silver	7777	Secondhand Precious Metals Store	APPROVED	3/26/2025

March 2025 Contractor Licenses (includes new and renewed)

Number	Company	Type	Issued
1216	DAFAB Construction Inc	Bldg Contractor - Class A	3/19/2025
BLDC23-010	Falken Construction Inc	Bldg Contractor - Class A	3/5/2025
1437	Layton Construction Company LLC	Bldg Contractor - Class A	3/20/2025
1071	Leland Jensen Construction Inc	Bldg Contractor - Class A	3/5/2025
BLDC23-042	Rocky Mtn Remodel Design and Build LLC	Bldg Contractor - Class A	3/21/2025
BLDC20-010	3D Siding Inc	Bldg Contractor - Class B	3/6/2025
BLDC16-028	3Z Builders	Bldg Contractor - Class B	3/4/2025
LBC25-022	Blue Collar Builders LLC	Bldg Contractor - Class B	3/7/2025
1597	CTR Development LLC	Bldg Contractor - Class B	3/16/2025
BLDC20-015	GKC Construction	Bldg Contractor - Class B	3/27/2025
BLDC23-030	Guardian Homes	Bldg Contractor - Class B	3/10/2025
1111	Paul Davis Restoration of Idaho	Bldg Contractor - Class B	3/7/2025
1142	R Hill Construction LLC	Bldg Contractor - Class B	3/5/2025
1237	TC Construction	Bldg Contractor - Class B	3/5/2025
BLDC19-017	Teton Peaks Construction	Bldg Contractor - Class B	3/21/2025
1657	Western Telcom Inc	Bldg Contractor - Class B	3/7/2025
LBC25-030	Elk Creek Excavation LLC	Bldg Contractor - Class C	3/31/2025
1185	Heartland Builders	Bldg Contractor - Class C	3/26/2025
BLDC21-033	Odyssey Homes LLC	Bldg Contractor - Class C	3/10/2025
BLDC22-007	Remington Builders LLC	Bldg Contractor - Class C	3/20/2025
1125	Ryan Ellis Construction Inc	Bldg Contractor - Class C	3/11/2025
LBC25-023	Blue Buffalo Roofing	Bldg Contractor - Class D Roofing	3/10/2025
LBC25-021	Clarks Quality Roofing Inc	Bldg Contractor - Class D Roofing	3/18/2025
1083	Smith Roofing and Siding LLC	Bldg Contractor - Class D Roofing	3/7/2025
LBC25-028	Gold'n Rule Construction LLC	Bldg Contractor - Reciprocal	3/18/2025
LBC25-024	Petersen Installation & Fabrication Inc	Bldg Contractor - Reciprocal	3/11/2025
PWRW17-003	A Core of Idaho Inc	Right-of-Way Contractor	3/27/2025
PWRW19-008	B Jackson Construction	Right-of-Way Contractor	3/27/2025
4490	Brett Price Excavating Inc	Right-of-Way Contractor	3/5/2025
4474	Coles Construction LLC	Right-of-Way Contractor	3/28/2025
3852	Cruz Brothers Construction LLC	Right-of-Way Contractor	3/27/2025
LRW25-002	Evolution Concrete Cutting Inc	Right-of-Way Contractor	3/6/2025
4384	Heartland Builders	Right-of-Way Contractor	3/26/2025
2689	Paul Davis Restoration of Idaho	Right-of-Way Contractor	3/7/2025
PWRW24-001	Roto Rooter	Right-of-Way Contractor	3/21/2025
2650	Wheeler Electric Inc	Right-of-Way Contractor	3/25/2025
2895	Landmark Signs LLC	Sign Contractor	3/19/2025
1870	YESCO LLC	Sign Contractor	3/7/2025
BLDP20-005	Riveras Lawn Care	Specialty Plumbing Contractor	3/7/2025
4218	Yard Tech Inc	Specialty Plumbing Contractor	3/18/2025

File #: 25-229

City Council Meeting

FROM: Bear Prairie, General Manager
DATE: Thursday, April 10, 2025
DEPARTMENT: Idaho Falls Power

Subject

OEMR Energy Resiliency Grant Subaward Agreement - Idaho Falls Downtown Alleyways

Council Action Desired

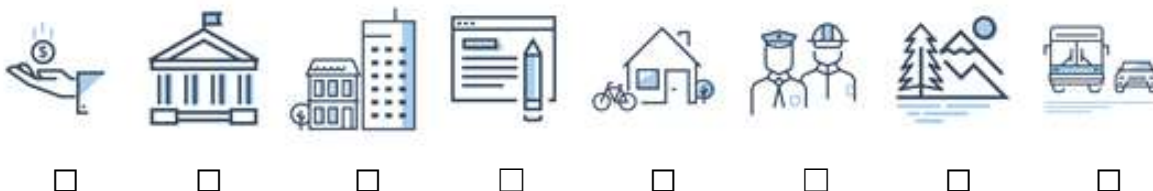
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the Idaho Falls Downtown electrical services underground project for a total cost of \$2,000,000 and approve the Idaho Office of Energy and Mineral Resources (OEMR) Energy Resiliency Grant Subaward agreement which reimburses the city for \$1,200,000, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Historic downtown Idaho Falls has three remaining alleys with overhead power lines. These lines present unique operational and aesthetic issues. This infrastructure is difficult and costly to upgrade and underground due to limited workspace in downtown alleyways. IFP secured a grant through OEMR to reimburse 65% of the cost for underground power lines in the alleys between Broadway and A Street, A Street and B Street, and Constitution and D Street.

Alignment with City & Department Planning Objectives



This action supports our readiness to improve and upgrade public infrastructure through grid modernization and energy resiliency, ensuring long-term reliability. This action also supports the reliability element of IFP's Strategic Plan.

Interdepartmental Coordination

City Attorney, Idaho Falls Power

Fiscal Impact

Funds for this project are in the 2024/25 CIP budget.

Legal Review Idaho Falls

The City's Legal Department concurs that this action complies with state statute.



Idaho Governor's Office of Energy and Mineral Resources Grant Award Notification

Authorization					
Federal Awarding Agency Grid Deployment Office (GDO) U.S. Department of Energy 1000 Independence Avenue, SW - Forrestal Building, GD-1 Washington DC 20585			Federal Award Date 06/06/2023		
			Assistance Listing No. (CFDA) 81.254		
			Assistance Listing (CFDA) Description Grid Infrastructure Deployment & Resilience		
Pass-Through Entity Idaho Governor's Office of Energy and Mineral Resources 304 N. 8th Street, Ste 250 PO Box 83720 Boise, ID 83720-0199			Pass-Through Entity Contact Name: Cally Younger, Administrator Phone: 208-332-1671 Email: cally.younger@oer.idaho.gov		
			Authority Section 40101(d) of the Infrastructure and Investment Jobs Act (IIJA); Idaho Executive Order 2024-09		
Subrecipient					
Subrecipient City of Idaho Falls dba Idaho Falls Power 140 S Capital Ave Idaho Falls, ID 83402			Subrecipient UEI No. MYQ7CMFVVRN4		
			Indirect Cost Rate n/a		
Contact Name	Phone	Email	Type of Agreement		
Josh Roos	208-612-8203	jroos@ifpower.org	Grant		
Award					
Federal Award Identification No. (FAIN) DE-GD0000013		Federal Award Project Description Preventing Outages and Enhancing the Resilience of the Electric Grid			
Subaward Period of Performance 06/06/2023 - 04/30/2032		Subaward Budget Period 3/19/2025 - 04/30/2032			
Total Grant Amount \$1,300,000.00		Cost Match Required 53.85% of Federal Award (35% of Total Project Costs)			
Obligated Amount \$1,300,000.00		Idaho Award Identification No. 2025-40101(d)-R1-07		Award Date 3/19/2025	
Award Modification					
Amount Obligated / Unobligated n/a		Modification No. n/a		Revised Obligated Amount n/a	
Revised Total Grant Amount n/a		Modification Date n/a		Revised Cost Match Required n/a	
Special Considerations					
Subrecipient shall expend the minimum cost match percentage relative to the final total project cost. Cost match percentage was calculated using the Subrecipient's approved project budget. Refer to Section 2 of the Terms and Conditions in the Subaward Agreement. Program website: https://netl.doe.gov/bilhub/grid-resilience/formula-grants DOE National Policy Assurances: https://www.energy.gov/management/articles/national-policy-assurances-be-incorporated-award-terms Complete Federal Assistance Agreement DE-GD0000013 available upon request					
Signatures					
Pass-Through Entity			Subrecipient		
Name	Title	Date	Name	Title	Date
Cally Younger	Administrator	3/19/2025			
Signature 			Signature		



Idaho Governor's Office of Energy and Mineral Resources

Energy Resiliency Grant Program

40101(d) Subaward Agreement

2025-40101(d)-R1-07

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PREVENTING OUTAGES AND ENHANCING THE RESILIENCE OF THE ELECTRIC GRID SUBAWARD AGREEMENT

2025-40101(d)-R1-07

This GRANT SUBAWARD AGREEMENT (“Agreement”) is made by and between the State of Idaho, by and through the Governor’s Office of Energy and Mineral Resources, (“OEMR”), 304 N. 8th St. Suite 242, Boise, Idaho 83720-0199, and the City of Idaho Falls, an Idaho municipal government, d/b/a Idaho Falls Power (“Subrecipient”), 140 S. Capital Avenue, Idaho Falls, ID 83402.

RECITALS

This Agreement is made with reference to the following facts:

- A. Pursuant to State of Idaho Executive Order 2024-09, OEMR is an office within the executive office of the Governor. OEMR’s powers, duties, and authorities include assisting state agencies, local governments, and stakeholders to secure funding where available for energy projects and opportunities; accepting and administering grants and other forms of financial assistance for eligible projects; and entering into other agreements or contracts necessary to carry out Executive Order 2024-09’s provisions. Executive Order 2024-09 also provides that OEMR may accept federal funds and expend funds for the Executive Order’s purposes.
- B. Under Section 40101(d) of the Infrastructure Investment and Jobs Act (“IIJA”), the United States Congress authorized and appropriated federal funds for the United States Department of Energy (“DOE”)’s Preventing Outages and Enhancing the Resilience of the Electric Grid (hereinafter “40101(d) Program”). DOE’s authorization for the 40101(d) Program is found in Title I, Subtitle A of Public Law 117-68.
- C. The 40101(d) Program’s overall objective is to improve the resilience of the electric grid against disruptive events.
- D. The 40101(d) Program’s funding included formula-based grants to states. The State of Idaho, by and through OEMR, and the Grid Deployment Office (“GDO”), an office within DOE, entered into a financial assistance agreement for 40101(d) funding: Award No. DE-GD0000013 (“Award”), CFDA No. 81.254. DOE administers the Award through its National Energy Technology Laboratory (“NETL”). Under this Award, OEMR is required to allocate funds to “eligible entities” for the purpose of implementing eligible resilience measures that achieve the 40101(d) Program’s objectives.
- E. Eligible entities include electric grid operators; electricity storage operators; electricity generators; transmission owners or operators; distribution providers; fuel suppliers; and any other relevant entities, as determined by DOE’s Secretary.

- F. OEMR's purposes for its 40101(d) Program formula funding are to assist eligible entities to:
- strategically deploy resilience investments in a manner that demonstrates measurable improvements to grid resiliency;
 - deliver modernized grid infrastructure and accommodate increased electrification;
 - enable greater consumer engagement, empowerment, and options for utilizing and providing energy services and consumer access to lower-cost energy;
 - encourage strong labor standards and protections;
 - expand access to energy efficiency and clean energy for Idaho families, communities, and businesses, and deliver reliable and affordable power across the state.
- G. OEMR requested subaward applications from eligible entities using a competitive process. OEMR published its Request for Applications in January 2024. In that Request for Applications, OEMR limited funding requests to less than \$2,000,000. Submitted applications were evaluated, scored, and selected by a review committee based on evaluation criteria outlined in OEMR's Request for Applications. OEMR sent selected applications to DOE for review in March 2024. DOE ultimately provided OEMR written notice that OEMR could proceed with subawards. OEMR now offers the grant funding in this Agreement as a subaward to Subrecipient.
- H. The 40101(d) Program requires subrecipients to provide a project-specific cost match of one hundred percent (100 %), unless the eligible entity sells not more than 4,000,000 megawatt hours of electricity per year. Subrecipients that sell not more than 4,000,000 megawatt hours of electricity per year are required to provide a project-specific cost match of one-third.
- I. Subrecipient applied for 40101(d) funding as a subaward and is an electric utility within the State of Idaho eligible for an 40101(d) subaward.

TERMS AND CONDITIONS

In consideration of the mutual promises herein and the above recitals, the parties agree as follows:

1. Federal Subaward Maximum Amount

OEMR, acting as a pass-through entity under this Agreement, subawards Subrecipient a grant of federal money that SHALL NOT EXCEED \$1,300,000 for the successful completion of the project as described in this Agreement. Subrecipient shall use the federal subaward under this Agreement solely to aid in funding the project.

See this Agreement's Section 2, Required Cost Match, below, for additional requirements, including how OEMR will reduce the federal subaward amount if Subrecipient's final total project cost is lower than the amount in Subrecipient's submitted project budget.

2. Required Cost Match

- a. **Minimum Cost Match Percentage.** Subrecipient shall expend a minimum cost match percentage relative to the final total project cost. Subrecipient provided this minimum cost match percentage in Subrecipient's submitted project budget. Subrecipient's submitted project budget is hereby attached to and incorporated into this Agreement as Attachment A. Subrecipient's minimum cost match percentage shall be 35.00% of the final total project cost.
- b. **Project Budget Chart Summary.** The chart below summarizes the amounts and percentages provided in Subrecipient's submitted project budget (Attachment A).

	Amount	% of Total Project Costs
Total Project Costs	\$2,000,000.00	100.00%
Federal Subaward Amount	\$1,300,000.00	65.00%
Subrecipient Cost Match (Idaho Falls Power)	\$700,000.00	35.00%

- c. **Final Total Project Cost Lower than Budgeted Project Cost.**

If Subrecipient's final total project cost is lower than provided in Subrecipient's submitted project budget (Attachment A), OEMR shall decrease the Final Federal Subaward Amount consistent with the cost-match percentage of total project costs indicated paragraph a of this Section. "Final Federal Subaward Amount" means the amount actually reimbursed to Subrecipient as a subaward after OEMR determines the final total project costs.

When final total project cost is lower than budgeted, Subrecipient would remain responsible for at least the minimum Subrecipient cost match percentage provided in paragraph a of this Section. This will result in the Final Federal Subaward Amount that is lower than the federal subaward amount outlined in Subrecipient's submitted project budget (Attachment A).

The chart below shows how OEMR would calculate the Final Federal Subaward Amount with an example final total project cost that is lower than Attachment A's budgeted total project costs.

Example Chart of Final Federal Subaward Amount Calculation:

	Amount	% of Total Project Costs
Final Total Project Costs	\$1,700,000.00	100.00%
Final Federal Subaward Amount	\$1,105,000.00	65.00%

Subrecipient Cost Match (Idaho Falls Power)	\$595,000.00	35.00%
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d. Final Total Project Cost Higher than Budgeted Project Cost.

Subrecipient is responsible for funding any project costs that exceed the federal subaward amount described above in this Agreement's Section 1, Federal Subaward Maximum Amount.

The chart below shows how OEMR would calculate the Final Federal Subaward Amount for an example final total project cost that is higher than the submitted project budget's (Attachment A) budgeted total project costs.

Example Chart of Final Federal Subaward Amount Calculation:

	Amount	% of Total Project Costs
Final Total Project Costs	\$2,500,000.00	100.00%
Final Federal Subaward Amount Award	\$1,300,000.00	52.00%
Cost-Match (Idaho Falls Power)	\$1,200,000.00	48.00%

- e. Source of Cost Match.** Subrecipient's cost match must come from non-federal sources.

3. Project Description and Purpose

Subrecipient shall successfully complete all activities described in this section.

Subrecipient shall:

Activity 1:

Underground power lines in each of the Idaho Falls downtown A Street alley, totaling at least 2,500 feet when combined with Activities 2 and 3. This activity includes completing electrical design, contractor groundwork, Idaho Falls Power crew work, contractor work to convert all secondary lines and infrastructure from overhead to underground, removal of existing infrastructure, and final inspection for the alley.

Activity 2:

Underground power lines in each of the Idaho Falls downtown B Street alley, totaling at least 2,500 feet when combined with Activities 1 and 3. This activity includes completing electrical design, contractor groundwork, Idaho Falls Power crew work, contractor work to convert all secondary lines and infrastructure from overhead to underground, removal of existing infrastructure, and final inspection for the alley.

Activity 3:

Underground power lines in each of the Idaho Falls downtown D Street alley, totaling at least 2,500 feet when combined with Activities 1 and 2. This activity includes completing electrical design, contractor groundwork, Idaho Falls Power crew work, contractor work to convert all secondary lines and infrastructure from overhead to underground, removal of existing infrastructure, and final inspection for the alley.

The term “the project” includes all activities listed above. The purpose of the project is to enhance grid resilience by reducing vulnerability to extreme weather, minimizing wildlife risk, and enhancing system reliability.

4. Idaho Public Utility Commission Cost Recovery

Subrecipient shall not request recovery through the Idaho Public Utilities Commission, by rate or tariff, for any costs paid for in whole or in part, directly or indirectly, by federal subaward funds provided to Subrecipient pursuant to this Agreement.

5. Term of Agreement

This Agreement’s term shall begin on the date of the last signature and shall remain in force until its termination or when all obligations have been satisfactory fulfilled, whichever occurs first.

6. Legal Ownership

Subrecipient represents and warrants clear title or legal right to access all real property necessary for the successful completion and operation of the project.

7. Project Budget and Schedule

- a. **Project Budget.** The project and Subrecipient’s cost-match shall adhere to Subrecipient’s submitted project budget (Attachment A).
- b. **Project Schedule.** Subrecipient shall complete the project and submit its completion report by September 30, 2027.
- c. **Changes to Budget.**
 - i. Notwithstanding this Agreement’s Section 41, Amendments, OEMR may unilaterally approve certain Subrecipient requested changes to the submitted project budget (Attachment A).
 - ii. OEMR unilateral approval shall state the changes in writing and be signed by OEMR’s Administrator.

- iii. OEMR may only unilaterally approve changes that are less than ten percent (10%) of the project budget and between budget categories.

8. Accounting

Subrecipient shall maintain separate and distinct cost accounting for each activity funded under this Agreement in accordance with generally accepted accounting principles.

9. Reimbursement of Expenses

OEMR will make its payments of the Final Federal Subaward Amount to Subrecipient as a reimbursement.

- a. **Reimbursement Request Timing.** Subrecipient shall submit its reimbursement request to OEMR no later than thirty (30) days after Subrecipient completes the project.
- b. **OEMR Forms Required.** Subrecipient shall submit its reimbursement request using an OEMR-provided Reimbursement Request Form.
- c. **Content of Reimbursement Request.** Subrecipient's reimbursement request shall include itemized invoices and supporting documentation for all costs for all activities listed in this Agreement's Section 3, Project Description and Purpose. Subrecipient must maintain accounting records detailing all expenditures, including its cost match, and report on cost match expenditures in documents supporting its reimbursement request.
- d. **Requirements.** OEMR will not make any reimbursement payment to Subrecipient until the requirements below are met:
 - i. Subrecipient has completed the project to OEMR's satisfaction, which includes all activities listed in this Agreement's Section 2, Project Description and Purpose;
 - ii. Subrecipient has expended the cost match percentage outlined in this Agreement's Section 2;
 - iii. OEMR completes a site visit, which may be in person or virtual;
 - iv. OEMR receives and approves Subrecipient's required reports; and
 - v. OEMR receives Subrecipient's Reimbursement Request Form, including an itemized invoice and supporting documentation.
- e. **Timing of OEMR Reimbursement to Subrecipient.** After Subrecipient meets the requirements in this section's paragraph d, above, OEMR will determine the Final Federal Subaward Amount consistent with the requirements in this Agreement.

OEMR will reimburse eighty-five percent (85%) of the Final Federal Subaward

Amount within thirty (30) days after the requirements in this section's paragraph d, above, are met.

OEMR will distribute the remaining fifteen percent (15%) of the Final Federal Subaward Amount within thirty (30) days after OEMR approves Subrecipient's One-Year Results Report.

- f. **Allowable, Allocable, and Reasonable Costs.** OEMR shall only reimburse Subrecipient for the eligible costs Subrecipient actually incurred to complete the project. All Subrecipient's expenditures to be reimbursed with funds provided under this Agreement must be allowable, allocable, and reasonable.

DOE and OEMR determine the allowability of costs through 40101(d) Program requirements and 2 CFR Part 200 (2024) as amended by 2 CFR Part 910 and this Agreement. This includes meeting the criteria provided in 2 CFR 200.403 (2024).

Please note that whenever this Agreement refers to 2 CFR Part 200, or any section within 2 CFR Part 200, it is referring to the guidance in effect for 2 CFR 200 prior to October 1, 2024. The Office of Management and Budget ("OMB") recently issued a new final guidance that includes changes to 2 CFR 200, but that new guidance is only effective for federal awards issued on or after October 1, 2024. *See* "Guidance for Federal Financial Assistance," 89 Fed. Reg. 30046 (April 22, 2024). OMB also revised other parts of title 2 of the CFR, including Parts 1, 25, 170, 175, 180, 182, 183, and 184. Because the federal Award for this Agreement (Award No. DE-GD0000013, CFID No. 81.254) was issued prior to October 1, 2024, the October 1, 2024 revisions to 2 CFR 1, 25, 170, 175, 180, 182, 183, and 200 do not apply to this Agreement.

To find the versions of title 2 of the CFR that apply to this Agreement, you can visit <https://www.govinfo.gov/app/collection/cfr/2024/> and view Title 2 under the year 2024. This Agreement will also indicate it is relying on the January 1, 2024 publication of the CFR by including (2024) after each citation to any of the above cited amended parts in Title 2 of the CFR.

- g. **Indirect Costs.** If Subrecipient claims indirect costs as indicated on the submitted project budget (Attachment A), Subrecipient's indirect costs must be appropriately managed, allowable, and comply with this Agreement's requirements and 2 CFR 200 (2024) as amended by 2 CFR part 910.
- h. **Refund Obligation.** Subrecipient shall refund any excess payments of subaward funds, including any costs that OEMR or DOE determine to be unallowable.
- i. **Records.** Subrecipient shall maintain adequate records that clearly support all project costs and expenditures. Subrecipient's records shall demonstrate that costs and expenditures claimed have been incurred, are reasonable, allowable, and allocable, and comply with the cost principles. Such records must be provided to OEMR upon

request and are subject to audit. Subrecipient's failure to provide OEMR supporting documents may result in OEMR determining that those costs are unallowable.

- j. **Unallowable Expenses.** OEMR may require Subrecipient to submit additional supporting documentation. OEMR may, at its discretion and as necessary, request Subrecipient modify its reimbursement request when unallowable expenditures are incurred and charged.
- k. **Withhold Payment.** OEMR reserves the right to withhold payment for the following:
 - i. Subrecipient defaults or otherwise does not adhere to this Agreement's terms and conditions; or
 - ii. Subrecipient does not submit reliable or timely reports or other deliverables as described in this Agreement.

10. Reporting

Subrecipient shall prepare the following reports and submit those reports to OEMR by the deadlines specified below.

a. Quarterly Progress Reports ("QPR")

- i. To ensure OEMR meets its DOE reporting deadlines, OEMR structured Subrecipient's deadlines around OEMR's DOE reporting deadlines.
- ii. Subrecipient shall submit its QPRs on a quarterly basis on or before the following deadlines:
 - (1) January 15 (reporting period: October 1 through December 31 of the previous year)
 - (2) April 15 (reporting period: January 1 through March 31)
 - (3) July 15 (reporting period: April 1 through June 30)
 - (4) October 15 (reporting period: July 1 through September 30)
- iii. Each QPR shall describe all work performed since the project began or since the previous report. Each QPR shall include at a minimum:
 - (1) Subrecipient name and address;
 - (2) Names and addresses of any contractor or subcontractor working during the reporting period;
 - (3) Project name;
 - (4) Progress update on each project activity, including anticipated changes to project timeline and budget and reason for that change;
 - (5) Major accomplishments during reporting period;
 - (6) Planned work for next reporting period;
 - (7) Incurred cost during reporting period;

- (8) Risk Evaluation; and
- (9) Any milestones or build metrics achieved during reporting period.

b. Annual Report

- i. Subrecipient shall submit its Annual Report to OEMR by November 15 of each year.
- ii. Subrecipient's Annual Report's reporting period is October 1 – September 30.

c. Completion Reports

- i. Subrecipient shall submit a written Completion Report by e-mail to OEMR. Subrecipient shall submit the Completion Report within thirty (30) days of when all project activities outlined in this Agreement's Section 3 are complete.
- ii. Subrecipient's project completion report shall include at a minimum:
 - (1) Subrecipient name and address;
 - (2) Project description;
 - (3) Photographs from before, during, and after (if applicable);
 - (4) A summary of equipment purchased;
 - (5) Project evaluation, including problems encountered and solutions; and
 - (6) Description of any successes and anticipated benefits.

d. One-Year Results Report

- i. Subrecipient shall submit a written One-Year Results Report by e-mail to OEMR. The deadline for Subrecipient to submit the One-Year Results Report shall be one year after OEMR receives Subrecipient's Completion Report.
- ii. Subrecipient's One-Year Results report shall include at a minimum:
 - (1) Subrecipient name and address;
 - (2) Project description;
 - (3) Any photographs that document the projects effectiveness or success since submission of Subrecipient's completion report;
 - (4) Description of any accomplishments and anticipated benefits since submission of the completion report; and
 - (5) Any additional milestones or impact metrics achieved since submission of the completion report;

e. OEMR Forms

Subrecipient shall submit its QPRs, Annual Reports, Completion Report, and One-Year Results Report on OEMR provided forms.

f. Special Status Reports

Pursuant to the terms outlined in the Award's Federal Assistance Reporting Checklist, OEMR must report to DOE any problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award or which may require DOE to respond to questions relating to such events from the public. Because OEMR must report these events to DOE, Subrecipient shall report these events to OEMR. The list of events that Subrecipient shall report to OEMR as "Special Status Reports" and associated deadlines for those reports are provided in Attachment B, which is hereby attached to and incorporated into this Agreement. Any report shall include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition.

g. Davis Bacon Reports

- i. Consistent with the requirements in the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable, Subrecipient shall electronically submit Davis-Bacon Act certified weekly payrolls. *See* this Agreement's Section 19, Davis-Bacon Act, below. Subrecipient shall submit these certified weekly payrolls through DOE's provided electronic payroll compliance software, LCPtracker.
 - ii. If the above requirements apply, Subrecipient shall submit these payrolls on a weekly basis within seven (7) days of the week worked.
 - iii. Before submitting certified weekly payrolls in the LCPtracker software and before construction commences, all users of the LCPtracker software shall complete all required virtual live training sessions for their LCPtracker role.
- h. OEMR is subject to multiple federal reporting requirements, and those reporting requirements may change.
- i. OEMR may, at its discretion, require Subrecipient to submit other reports to OEMR.
- j. Failure to submit any OEMR required report, including those listed above, is a material breach of the Agreement, and in OEMR's sole discretion, may result in OEMR withholding payment or immediately terminating this Agreement.

11. Monitoring

OEMR will conduct monitoring to ensure Subrecipient is effectively managing the project, complying with federal law and all of this Agreement's terms, and to verify that Subrecipient has effective internal controls. OEMR will assess Subrecipient's performance against this Agreement's terms and conditions.

OEMR will evaluate Subrecipient's progress based on Subrecipient's QPRs and Annual Reports, as well as regular meetings between OEMR and Subrecipient. OEMR shall determine the frequency of meetings and schedule those meetings at reasonable times. Subrecipient is required to participate in such meetings.

OEMR also reserves the right to conduct onsite visits. Subrecipient shall provide reasonable access to facilities, records and documents, office space, and resources, and assist the safety and convenience of OEMR representatives or DOE representatives performing their duties. OEMR shall perform all site visits in a manner that does not unduly interfere with or delay the work.

Subrecipient shall adhere to any monitoring and evaluation plans OEMR requires. OEMR reserves the right to require additional monitoring and evaluation measures to ensure that Subrecipient fulfills the identified project goals and objectives and addresses any findings revealed during monitoring.

Failure to attend these meetings, provide onsite visits, or otherwise adhere to OEMR monitoring is a material breach of the Agreement, and in OEMR's sole discretion, may result in OEMR immediately terminating this Agreement.

12. Records Retention

Subrecipient is required to retain records relating to this Agreement consistent with 2 C.F.R. 200.334 (2024) through 200.338 (2024). Subrecipient agrees to provide or make available such records if requested by OEMR, DOE, Government Accountability Office (GAO), and their authorized representatives to conduct audits or other investigations.

13. Stop Work

OEMR staff may, at any time by written notice to Subrecipient, require the Subrecipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons including, but not limited to, the project exceeding budget, noncompliance with the standard of performance, work outside the scope of work, project delays, and misrepresentations.

- a. Compliance. Upon receipt of a stop work order, Subrecipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to OEMR.
- b. Canceling a Stop Work Order. Subrecipient may resume the work only upon receipt of written instructions from OEMR staff.

14. Termination

a. Cause

OEMR may terminate this Agreement in whole or in part immediately upon written

notice if at any time Subrecipient is in material breach of any representation, warranty, term, condition, covenant, or obligation under this Agreement and fails to cure that breach within ten (10) days written notice thereof. Upon OEMR's termination, Subrecipient shall: (a) promptly discontinue all work, unless the termination notice directs otherwise; (b) promptly return to OEMR any property OEMR provided pursuant to this Agreement; (c) deliver or otherwise make available to OEMR all data, reports, estimates, summaries, and such other information and materials Subrecipient accumulated in performing this Agreement, whether completed or in process.

b. Convenience

OEMR may terminate this Agreement for its convenience in whole or in part, if OEMR determines it is in OEMR's best interest. To do so, OEMR shall serve a written Notice of Termination to Subrecipient by U.S. mail, certified mail, return receipt requested. Immediately upon receipt of the Notice of Termination, Subrecipient shall proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. Subrecipient shall:

- (1) Stop work;
- (2) Place no further subcontracts for materials, services, or facilities, except as necessary to complete any continuing portion of this Agreement;
- (3) Terminate all subcontracts to the extent they relate to the work terminated; and
- (4) Settle any outstanding liabilities arising from subcontract termination.

OEMR shall pay Subrecipient for all reasonable, allocable, and allowable costs incurred prior to the effective date of termination and for all noncancelable obligations incurred prior to Subrecipient's receipt of the Notice of Termination pursuant to this Section 14.b. In no event shall total payments exceed the amount reimbursed to Subrecipient if Subrecipient had fully performed.

15. Compliance with Federal, State, and Local Law, Licensing, and Certifications

Subrecipient is required to and shall comply with federal, state, and local laws, codes, and regulations applicable to Subrecipient or Subrecipient's property for all work performed under this Agreement. Subrecipient shall obtain and comply with all necessary federal, state, and local permits, authorizations, and approvals for all work performed under this Agreement. For the duration of this Agreement, Subrecipient shall maintain in effect and have in its possession all licenses and certifications required by federal, state, and local laws and rules.

Compliance with federal law includes, but is not limited to, compliance with 2 CFR Part 200 (2024) and amended by 2 CFR part 910, and the Standard Federal Provisions outlined in Attachment C, which is attached to and hereby incorporated into this Agreement.

Whenever this Agreement refers to 2 CFR Part 200, or any section within 2 CFR Part 200, it is referring to the guidance in effect for 2 CFR 200 prior to October 1, 2024. The Office of Management and Budget ("OMB") recently issued a new final guidance that includes changes

to 2 CFR 200, but that new guidance is only effective for federal awards issued on or after October 1, 2024. *See* “Guidance for Federal Financial Assistance,” 89 Fed. Reg. 30046 (April 22, 2024). OMB also revised other parts of title 2 of the CFR, including Parts 1, 25, 170, 175, 180, 182, 183, and 184. Because the federal Award for this Agreement (Award No. DE-GD0000013, CFID No. 81.254) was issued prior to October 1, 2024, the October 1, 2024 revisions to 2 CFR 1, 25, 170, 175, 180, 182, 183, and 200 **do not apply** to this Agreement.

To find the versions of title 2 of the CFR that apply to this Agreement, you can visit <https://www.govinfo.gov/app/collection/cfr/2024/> and view Title 2 under the year 2024. This Agreement will also indicate it is relying on the January 1, 2024 publication of the CFR by including (2024) after each citation to any of the above cited amended parts in Title 2 of the CFR.

16. Inconsistency with Federal Law

If Subrecipient believes that any term or condition of this Agreement is inconsistent with federal law or regulation, Subrecipient is required to immediately send written notice to OEMR with the following information: (i) the award number; (ii) the name and contact information (postal address, telephone number, and email address) for the individual to whom OEMR should direct any inquiries regarding this matter; and (iii) a detailed description of the apparent inconsistency.

17. OEMR Stewardship

OEMR will oversee project activities performed under this award. This includes conducting site visits, reviewing reports, providing technical assistance, providing temporary intervention in unusual circumstances to address deficiencies that develop during the project, assuring compliance with terms and conditions, and reviewing technical performance after project completion to ensure that Subrecipient accomplishes project objectives.

18. Lobbying

Subrecipient shall not expend, directly or indirectly, any of the funds obligated in the Agreement to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Subrecipient and subcontractors that receive an award or contract exceeding \$100,000 must file with OEMR certification required by the Byrd Anti-Lobbying Amendment. Subrecipient and subcontractors shall certify that they will not and have not 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. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, 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, Subrecipient and subcontractors shall complete and submit the SF Form LLL, "Disclosure of Lobbying Activities."

19. Davis-Bacon Act

Subrecipient shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and 3146–3148) and its implementing regulations by the Secretary of Labor (29 CFR Part 1, 3, and 5). All laborers and mechanics employed by Subrecipient, contractors, or subcontractors in the performance of construction, alteration, or repair work in excess of \$2,000 on a project assisted in whole or in part by funds made available under this Award shall be paid wages at rates not less than those prevailing on similar projects in the locality.

Subrecipient shall insert Davis-Bacon contract clauses, as set forth at 29 CFR 5.5(a) and below at subsections (1) through (11), and applicable wage determinations, into all construction contracts in excess of \$2,000 which are entered into for the construction, alteration, or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part under this Agreement. Definitions of the terms used in this section are found at 29 CFR 5.2.

If there are no construction elements to this contract, then this section will not apply. If there are construction elements to this contract such that it falls under the Davis-Bacon Act, then the wage determination referred to in subsection (1), below, is incorporated into this contract. Wage determinations in this contract will be proposed to DOE prior to start of construction but are subject to change based on DOE review.

(1) Minimum wages —

(i) ***Wage rates and fringe benefits.*** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto as Attachment D and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. § 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(v); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers

and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5 (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5 (a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) *Frequently recurring classifications.*

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to 29 CFR 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with 20 CFR 5.5 (a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) *Conformance.*

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division (WHD) under 29 CFR 5.5(a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 20 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) ***Fringe benefits not expressed as an hourly rate.*** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) ***Unfunded plans.*** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided*, that the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may

require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) **Withholding** —

(i) **Withholding requirements.** DOE or OEMR may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5 (a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), OEMR may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) **Priority to withheld funds.** The Department of Labor has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5 (a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. §§ 3901–3907.

(3) *Records and certified payrolls* —

(i) *Basic record requirements* —

(A) ***Length of record retention.*** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least three (3) years after all the work on the prime contract is completed.

(B) ***Information required.*** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. § 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) ***Additional records relating to fringe benefits.*** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. § 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) ***Additional records relating to apprenticeship.*** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements* —

(A) ***Frequency and method of submission.*** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls as provided in this Agreement (See this Agreement's Section 10, Reporting, above). The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been

completed; and the contracting agency permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) **Information required.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information shall be submitted using the DOE provided software, LCPtracker. DOE may grant a waiver for the use of LCPtracker to a particular contractor or subcontractor if they are unable or limited in their ability to use or access the software. A waiver must be granted before the start of work. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to OEMR.

(C) **Statement of Compliance.** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5(a)(3)(i), and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(E) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(F) ***Length of certified payroll retention.*** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) ***Contracts, subcontracts, and related documents.*** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) ***Required disclosures and access —***

(A) ***Required record disclosures and access to workers.*** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i) through (iii), and any other documents that OEMR, DOE, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of OEMR, DOE, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) ***Sanctions for non-compliance with records and worker access requirements.*** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, OEMR or DOE may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) ***Required information disclosures.*** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to OEMR or to the WHD of the Department of Labor. The contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the OEMR, DOE, the

contractor, or the WHD of the Department of Labor for purposes of an investigation or other compliance action.

(4) ***Apprentices*** —

(i) ***Apprentices*** —

(A) ***Rate of pay.*** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) ***Fringe benefits.*** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) ***Apprenticeship ratio.*** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) ***Reciprocity of ratios and wage rates.*** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(5) ***Compliance with Copeland Act requirements.*** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as OEMR or DOE may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) ***Contract termination: debarment.*** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) ***Compliance with Davis-Bacon and Related Act requirements.*** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) ***Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) ***Certification of eligibility.***

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. § 3144(b) or 29 CFR § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. § 3144(b) or 29 CFR § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. § 1001.

(11) ***Anti-retaliation.*** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

If Subrecipient has questions regarding when the Davis Bacon Act applies, wage determinations, or compliance monitoring, it shall contact OEMR.

20. Copeland “Anti-Kickback” Act

Subrecipients and its contractors and subcontractors shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3). The Copeland Act includes provisions that each subrecipient or contractor 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. Subrecipient shall report all suspected or reported violations to OEMR.

21. Contract Work Hours and Safety Standards Act

All contracts Subrecipient enters into under this Agreement that are in excess of \$100,000 and involve the employment of mechanics or laborers, and that are not exempt, shall include a provision for compliance with 40 U.S.C. § 3702 and § 3704, as supplemented by Department of Labor regulations at 29 CFR Part 5. Subrecipient shall comply with the following:

- (1) ***Overtime requirements.*** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1), the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$32 for each calendar day on which

such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by 29 CFR 5.5(b)(1).

(3) *Withholding for unpaid wages and liquidated damages* —

(i) ***Withholding process.*** OEMR may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b), any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) ***Priority to withheld funds.*** The Department of Labor has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. §§ 3901–3907.

(4) ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1)-(5) and a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses in 29 CFR 5.5(b)(1)-(5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) ***Anti-retaliation.*** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

22. Debarment and Suspension

Subrecipient shall not award a contract to parties listed on the governmentwide exclusions in the System for Award Management (SAM) in accordance with 2 CFR part 180 that implements Executive Orders 12549 and 12689. Subrecipient shall include a similar term or condition in all lower tier contracts and transactions.

23. Procurement of Recovered Materials

Subrecipient and its contractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002's requirements include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 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.

24. Domestic Preference Requirements / Buy America Requirement

Subrecipient shall comply with the Build America Buy America Act ("BABA"), under subtitle IX of the IIJA, Public Law 177-58, and 2 CFR part 184. **Consistent with BABA and 2 CFR part 184 ("Buy American Preferences for Infrastructure Projects"), none of the funds provided under this Agreement may be used for an "infrastructure project" unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States or Subrecipient applies for and receives a waiver to the domestic content procurement preference requirement.** Definitions of the above terms are

found at 2 CFR 184.3. Additional information and requirements of BABA are found in Attachment E, which is attached to and hereby incorporated into this Agreement.

Consistent with the above requirements, Subrecipient shall include BABA terms and conditions in all contracts, subcontracts, and purchase orders for work performed under an infrastructure project. Subrecipient shall also provide OEMR certifications or equivalent documentation to prove compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, and not covered by a waiver or exemption, are produced in the United States. OEMR will keep these certifications and produce them upon request to DOE, auditors, or Office of Inspector General.

When necessary, Subrecipient may request to waive the BABA's application. If Subrecipient believes it may be eligible for a waiver, it shall contact OEMR to discuss its waiver request. Subrecipient waiver requests shall be in writing to OEMR.

25. Real Property – Grid Resilience

Subrecipient shall not acquire land or easements under the 40101(d) Program. Improvements to real property for the purpose of grid hardening or resilience is not considered acquisition of real property for the purpose of the 40101(d) Program, and therefore may be permitted. Additional requirements pertaining to real property acquired or improved under a federal award can be found in 2 CFR 200.311 (2024) and 2 CFR 910.360 (for-profit).

26. Equipment

Subject to 2 CFR 200.313 (2024) and 2 CFR 910.360 (as applicable) conditions, title to equipment (property) acquired under a federal award will conditionally vest with Subrecipient. Subrecipient cannot encumber this property or permit encumbrance without prior written approval by the DOE Contracting Officer and must follow 2 CFR 200.313 (2024)'s requirements before disposing of the property.

States must use equipment acquired under a federal award by the state in accordance with state laws and procedures.

Subrecipient must use equipment in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the federal Award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specific in 2 CFR 200.313(c)(1)(i) and (ii) (2024).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d) (2024).

Subject to the vesting of any property pursuant to Section 309 of the FY23 Consolidated Appropriations Act (Pub. L. No. 117-328), Division D, Title III, disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be

retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Subrecipient may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2) (2024); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3) (2024).

See 2 CFR 200.313 (2024) and 2 CFR 200.439 (2024) for additional requirements pertaining to equipment acquired under a federal award. See 2 CFR 910.360 for supplemental requirements for equipment for for-profit subrecipients.

27. Continued Use of Real Property and Equipment

Real Property improved and equipment purchased with project funds (federal share and recipient cost share) under this Award are subject to the requirement at 2 CFR 200.311 (2024), 200.313 (2024), and 200.316 (2024) (non-Federal entities, except for-profit entities) and 2 CFR 910.360 (for-profit entities). Subrecipient may continue to use the equipment after the conclusion of the award period of performance so long as Subrecipient:

- a. Continues to use the property for the authorized project purposes;
- b. Complies with the applicable reporting requirements and regulatory property standards;
- c. As applicable to for-profit entities, UCC filing statements are maintained; and
- d. Submits a written Request for Continued Use for DOE authorization, which is approved by the DOE Contracting Officer.

Subrecipient must request authorization from the Contracting Officer through OEMR to continue to use the property for the authorized project purposes beyond the award period of performance (“Request for Continued Use”). Subrecipient should contact OEMR for instructions in the content and submission of a Request for Continued Use.

When the property is no longer needed for authorized project purposes, Subrecipient must request disposition instructions from DOE through OEMR. For profit entity disposition requirements are set forth at 2 CFR 910.360. Property disposition requirements for other non-federal entities are set forth in 2 CFR 200.310-200.316 (2024).

28. Uniform Commercial Code (UCC) Financing Statements: For-profit Subrecipients

As per 2 CFR 910.360, if Subrecipient is for-profit, then Subrecipient who purchases a piece of equipment for their project shall properly record and file a UCC financing statement when:

- a. the per-unit dollar value of said equipment is \$5,000 or more; and
- b. the federal share of the Award exceeds one million dollars (\$1,000,000).

The above filing requirement applies regardless of whether the Subrecipient purchases a piece of equipment for the project with either federal or non-federal funds.

A UCC financing statement provides public notice that the federal government has an undivided reversionary interest in the equipment, and as such the equipment cannot be sold or used as collateral for a loan (encumbered).

The initial UCC financing statement may also be referred to as the UCC1. For additional pieces of equipment, such Subrecipients can file an amendment to the original UCC1 Financing statement by filing the UCC3 financing statement amendment.

A for-profit subrecipient must file the UCC financing statement with the Secretary of State office where the equipment will be physically located. A for-profit subrecipient must also pay the associated costs for such filings.

Prior to filing the UCC financing statement, Subrecipient must receive written approval of the financing statement from the DOE Contracting Officer. The UCC financing statement, block 4, shall provide the Federal Award Identification Number and notice that the Subrecipient's title to all equipment purchased with federal funds under the financial assistance agreement is conditional pursuant to the terms of 2 CFR 910.360, and that the Government retains an undivided reversionary interest in the equipment.

Note: All costs associated with filing of UCC financing statement, UCC financing statement amendments, and UCC financing statement terminations, are allowable and allocable costs which can be charged to the Award.

29. National Environmental Policy Act

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of federal funds. All Subrecipients were required to submit an Environmental Questionnaire (NETL Form 451.1-1/3) for each work location proposed in the application. DOE reviewed and made a National Environmental Policy Act (NEPA) determination for Subrecipient's project by issuing a categorical exclusion for all activities submitted in the Environmental Questionnaire. This categorical exclusion is attached to this Agreement and here by incorporated into this Agreement as Attachment F. However, Subrecipient shall immediately notify OEMR of (a) extraordinary circumstances; (b) cumulative impacts or connected actions that may lead to significance effects on the human environment; (c) any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities; or (d) any changes to the project that deviate from what was originally submitted in the Environmental Questionnaire and are not included in the categorical exclusion (Attachment F).

Should Subrecipient elect to undertake activities prior to NEPA authorization from DOE or outside of the scope of DOE's categorical exclusion for this project, Subrecipient does so at its own risk and such costs may not be authorized and recognized as allowable cost.

30. Historic Preservation

Prior to expending funds under this Agreement to alter any structure or site, OEMR and Subrecipient shall comply with Section 106 of the National Historic Preservation Act (NHPA).

Subrecipient shall not take any action that results in an adverse effect to historic properties pending compliance with Section 106. Subrecipients shall review the online NEPA and Historic Preservation training at www.energy.gov/node/4816816.

31. Conflicts of Interest

Subrecipient shall comply with the requirements of DOE's Interim Conflict of Interest Policy for Financial Assistance (Interim COI Policy) found at: <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

By signing this Agreement, Subrecipient certifies to OEMR that Subrecipient is in compliance with all requirements in the Interim COI Policy. Subrecipient shall disclose, manage, and report conflicts of interest as per the Interim COI Policy. Subrecipient shall identify all significant financial conflicts of interest to OEMR within thirty (30) days of the effective date of this Agreement or when the Subrecipient identifies a significant financial interest.

32. Fraud, Waste, Abuse

Subrecipient shall timely disclose in writing to DOE or OEMR all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. Failure to make required disclosure can result in any of the remedies described in 2 CFR 200.339 (2024) (See also 2 CFR part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313).

Reports of fraud, waste, or abuse can be made to OEMR, DOE, or directly to the Office of the Inspector General. The Office of the Inspector General Hotline phone number is 1-800-541-1625. The Office of Inspector General maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement at: <https://www.energy.gov/ig/ig-hotline>.

33. Incurred Costs Reporting, Tracking, and Segregation

Funds under this Agreement can be used in conjunction with other funding as necessary to complete projects. However, tracking and reporting must be separate to meet the IIJA reporting requirements and related OMB Guidance. Subrecipient shall keep separate records for IIJA funds and ensure those records comply with IIJA requirements. IIJA funding that is supplemental to an existing grant or cooperative agreement is one-time funding.

34. Indemnification

- a. To the extent permitted by the Idaho Constitution, Subrecipient shall indemnify the United States Government and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project.
- b. To the extent permitted by the Idaho Constitution, Subrecipient shall indemnify,

- defend, and save harmless the State of Idaho, OEMR, and its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorney fees, and suits whatsoever caused by, arising out of, or in connection with Subrecipient or Subrecipient's subcontractors' acts or omissions under the Agreement, or Subrecipient or its subcontractors' failure to comply with any State or federal statute, law, regulation, or rule during performance or applicable to the performance of the Agreement.
- c. All express representations, indemnifications, or limitations of liability made in or given to this Agreement will survive the completion of the project under this Agreement or the termination of this Agreement for any reason.
 - d. Upon receipt of the States's tender of indemnity and defense, Subrecipient shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for the State, to begin fulfilling its obligation to indemnify, defend, and save harmless the State. Subrecipient's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of the State under the Agreement. Subrecipient shall not be required to hold the State harmless for damages attributed to OEMR in a final order issued by a court of competent jurisdiction. If it is determined by a final judgment that the State's negligent act or omission is the sole proximate cause of a suit or claim, the State, to the extent funds are legally available therefore, shall reimburse Subrecipient for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to the paragraph below.
 - e. Any legal defense provided by Subrecipient to the State under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code §§ 67-1401(13) and 67-1409(1).

35. Fiscal Necessity and Non-Appropriation

This Agreement is federally funded. It is understood and agreed that OEMR and the State of Idaho are governmental entities and that the OEMR's payments herein provided for shall be paid from federal funding sources and pursuant to Idaho State Legislative appropriations. The Legislature of the State of Idaho is under no legal obligation to make appropriations to fulfill this Agreement. This Agreement shall in no way be construed to bind OEMR or the State of Idaho beyond the term of any particular appropriation or award of funds by the Legislature of the State of Idaho, United States Congress, DOE, or any other federal agency or entity, as may exist from time to time, or beyond the term of any particular spending authority of federal funds by the Legislature of the State of Idaho.

OEMR reserves the right to terminate this Agreement, in whole or in part, if, in its sole judgment, the Legislature of the State of Idaho, United States Congress, DOE, or other

applicable federal agency or entity, withdraws or freezes the State's federal funding or fails, neglects, or refuses to appropriate or provide sufficient funds, including any sequestration of funds pursuant to federal law, as may be required to continue payments under this Agreement, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if the State discontinues or makes a material alteration of the program under which funds were provided. Neither OEMR or the State of Idaho shall be required to transfer funds between accounts if funds are reduced or unavailable.

Any termination under this section shall take effect on ten (10) days written notice to Subrecipient. Upon any such termination, all affected future rights and liabilities of the parties shall thereupon cease, and neither OEMR nor the State of Idaho shall be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

36. Required Certifications.

- a. **Boycott of Israel.** Pursuant to Idaho Code § 67-2346, if payments under the Contract equal to or exceed one hundred thousand dollars (\$100,000) and Subrecipient employs ten (10) or more persons, Subrecipient certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The definitions in Idaho Code § 67-2346 shall apply to this provision.
- b. **Ownership or Operation by China.** Pursuant to Idaho Code § 67-2359, Subrecipient certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The definitions in Idaho Code § 67-2359 shall apply to this provision.
- c. **Boycott of Certain Industries.** Pursuant to Idaho Code § 67-2347A, Subrecipient certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of any individual or company because the individual or company: (1) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (2) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in § 18-3302(2)(d), Idaho Code. The definitions in Idaho Code § 67-2347A shall apply to the terms in this provision, including through reference to another section of Idaho Code.
- d. **No Public Funds for Abortion Act Acknowledgement Receipt.** OEMR certifies that it has sent an acknowledgement to Subrecipient of the OEMR's obligations under Idaho's No Public Funds for Abortion Act on November 26, 2024. Subrecipient acknowledges that OEMR provided Subrecipient with this acknowledgement.

37. No Personal Liability

Subrecipient specifically understands and agrees that in no event shall any official, officer, employee, or agent of OEMR be personally liable for any representation, statement, covenant, warranty, or obligation contained in or made in connection with this Agreement, express or implied.

38. Relationship of the Parties

OEMR and Subrecipient do not intend to create an employer and employee relationship with this Agreement. Subrecipient shall be responsible to withhold all monies required by law for Federal Insurance Contributions Act and income tax purposes.

39. Insurance

Subrecipient shall not begin work under this Agreement until Subrecipient: (1) obtains all insurance required under this section at least at the minimum required levels specified below; and (2) provides OEMR with copies of the certificates of insurance required herein or furnish other form showing proof of coverage to OEMR. All insurance policies and certificates must be signed copies. Failure to provide the certificates of insurance within the requisite time period may be cause for OEMR to terminate the Agreement.

After work begins, Subrecipient shall maintain the insurance at least at the minimum required levels and requirements specified below until the Agreement is terminated. There are no exceptions to this requirement.

Subrecipient shall carry liability and property damage insurance that will protect it from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this Agreement whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

- a. **Commercial General and Umbrella Liability Insurance.** Subrecipient shall maintain Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with minimum limits of not less than \$1,000,000 each occurrence / \$2,000,000 general aggregate to protect its interest. Unless Subrecipient's Commercial General Liability insurance covers its Sub-Contractors, each Sub-Contractor shall maintain such Commercial General Liability Insurance with minimum limits of \$1,000,000 each occurrence.
- b. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- c. **Commercial Automobile and Commercial Umbrella Liability Insurance.**

Subrecipient shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

- d. **Workers' Compensation Insurance and Employer's Liability.** Subrecipient shall maintain Workers' Compensation Insurance and employer's liability insurance to cover obligations imposed by federal and state statutes. The employer's liability shall have limits not less than \$1,000,000 each accident for bodily insurance by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 disease policy limit. Subrecipient must provide either a certificate of workers' compensation insurance issued by a surety licensed to write workers' compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workers' compensation policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.
- e. **Acceptable Insurers and Deductibles.** All required insurance policies that are not provided through self-insurance shall be issued by insurance carriers rated an A-VII or above by Best's Insurance Rating Guide and in good standing and authorized to transact business in Idaho. Evidence of such insurance coverage or self-insurance shall be in the form of a certificate of insurance or statement of financial responsibility. Subrecipient shall be financially responsible for all deductibles, self-insured retentions, and/or self insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the Agreement and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.
- f. **Self-Insurance.** Self-insured retentions shall be declared to and approved by the OEMR. OEMR may require the Applicant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- g. **Notice of Cancellation or Changes.** If above-described required policies are cancelled, material changed, not renewed, or a potential exhaustion of aggregate limits, Subrecipient shall immediately notify OEMR in writing of notice of knowledge of that cancellation, refusal to renew, potential limit exhaustion, or material change of the nature or extent of the coverage provided by the policies. In those situations where the insurance carrier refuses to provide notice to OEMR, Subrecipient shall immediately notify OEMR in writing of notice of knowledge of cancellation, refusal to renew, or material change of the nature or extent of the coverage provided by the policies required below.
- h. **Terms of Coverage.** If any of the insurance required under this Agreement is not available on an occurrence basis, Subrecipient shall obtain coverage on "claims

made” basis. For claims made policies, the Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work; insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement; if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the contractor must purchase “extended reporting” (tail) coverage for a minimum of five (5) years after completion of this Agreement.

40. Assignment of Benefits and Delegations of Duties

Subrecipient shall not transfer, assign, or pledge any beneficial interest in this Agreement to any other person or entity without OEMR’s prior written consent. Subrecipient may enter contractual arrangements with third parties as it deems advisable to assist it in meeting its responsibilities under this Agreement.

41. Amendments

Unless otherwise expressly allowed in this Agreement, no waiver, modification, or amendment of this Agreement shall be valid unless in writing duly executed by both parties. Either Party may propose an amendment to this Agreement in writing to the other Party. To propose an amendment, Subrecipient shall submit a written request to OEMR that must include the proposed change and the reasons for the change. Amendments will only become effective and part of this Agreement upon signature by both Parties.

42. Public Records

Pursuant to Idaho Code § 74-101 *et seq.*, information or documents OEMR receives from Subrecipient may be open to public inspection and copying unless exempt from disclosure. Subrecipient shall clearly mark any individual documents it believes are exempt from disclosure as exempt from disclosure, cite to the provision in Idaho Code it believes applies to the document, and include a short explanation of why Subrecipient believes that exemption applies to the marked document. Subrecipient’s failure to designate any document that is released by OEMR shall constitute a complete waiver of all claims for damages caused by such release.

43. Non-waiver Breach

Any waiver by OEMR of any remedy specified in this Agreement for its enforcement is not exclusive and shall not deprive OEMR of the right to seek any other appropriate legal or equitable remedy.

44. Severability

If any term of this Agreement is held invalid or unenforceable for any reason, the remaining terms of this Agreement shall remain in force. Any termination, cancellation, or expiration of this Agreement notwithstanding, provisions which are intended to survive and continue shall survive and continue.

45. Counterparts

This Agreement may be executed in counterpart original. Each copy will have the same force and effect as though signed by all parties.

46. Headings

The headings have been inserted for convenience only and are not to be considered when interpreting the Agreement.

47. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Idaho. OEMR and Subrecipient consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to the Agreement.

48. Sovereign Immunity

Nothing contained herein shall be deemed to constitute a waiver of the State or OEMR's sovereign immunity, which immunity is hereby expressly reserved.

49. Notice

Any notice given in connection with this Agreement shall be in writing and delivered to the other party by e-mail or certified mail, return receipt requested at the addresses listed below.

OEMR contacts for notice:

Cally Younger, Administrator
Cally.younger@oer.idaho.gov
(208) 332-1671

Cc: Kylie Bolland, Financial Specialist
Kylie.bolland@oer.idaho.gov
(208) 332-1669

Address:

Idaho Governor's Office of Energy and Mineral Resources
304 N. 8th St. Suite 242
Boise, ID 83720
Main Phone #: (208) 332-1660

Subrecipient contacts for notice:

Josh Roos, Chief Financial Officer
jroos@ifpower.org
140 S Capital Ave.
Idaho Falls, Idaho 83402
(208)612-8203

Either party may change its contacts or address by giving written notice of the change to the other party in accordance with this section.

50. Flow Down Requirement

Subrecipient shall apply the appropriate terms and conditions of this Agreement to all its subcontractors and to require their strict compliance therewith.

51. No Construction Against Drafter

Each Party acknowledges that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Accordingly, no provision of this Agreement shall be construed or interpreted against any Party based on the contention that the Agreement or any portion hereof was purportedly drafted or prepared by that Party.

52. Authority to Execute

The individuals executing this Agreement on behalf of their respective parties hereby represent and warrants that they have the right, power, and appropriate authority to enter into this Agreement on behalf of the entity for which they sign below.

IN WITNESS THEREOF, the Parties' authorized representatives have executed this Agreement on the date specified below.

STATE OF IDAHO GOVERNOR'S OFFICE OF ENERGY AND MINERAL RESOURCES	THE CITY OF IDAHO FALLS d/b/a IDAHO FALLS POWER
Signature: 	Signature: _____
Cally Younger	Name: _____
Administrator	Title: _____
Date: <u>4/11/25</u>	Date: _____

ATTACHMENT A
BUDGET

Attachment A

Idaho Falls Power: 2025-40101(d)-R1-07

BUDGET INFORMATION

SECTION A - BUDGET SUMMARY						
Budget Totals						
Activity (a)	Federal (b)		Non-Federal (c)		Total (d)	
1. A Street Alley	\$	728,000.00	\$	392,000.00	\$	1,120,000.00
2. B Street Alley	\$	329,333.55	\$	177,333.45	\$	506,667.00
3. D Street Alley	\$	242,666.45	\$	130,666.55	\$	373,333.00
4.	\$	-	\$	-	\$	-
5. Totals	\$	1,300,000.00	\$	700,000.00	\$	2,000,000.00
SECTION B - BUDGET CATEGORIES						
6. Budget Categories	Activity					Total (5)
	(1)	(2)	(3)	(4)		
a. Personnel	\$	77,344	\$	34,989	\$	112,333
b. Fringe Benefits	\$	31,245	\$	14,134	\$	45,379
c. Travel	\$	-	\$	-	\$	-
d. Equipment	\$	-	\$	-	\$	-
e. Supplies	\$	-	\$	-	\$	-
f. Contractual	\$	868,000	\$	392,667	\$	1,260,667
g. Construction	\$	143,411	\$	64,876	\$	208,287
h. Other	\$	-	\$	-	\$	-
i. Total Direct Charges (sum of a-h)	\$	1,120,000	\$	506,667	\$	1,626,667
j. Indirect Charges	\$	-	\$	-	\$	-
k. TOTALS (sum of i and j)	\$	1,120,000	\$	506,667	\$	1,626,667
Indirect Explanation (if entered amount in row j, describe if it is a negotiated rate or 10% de minimis. Refer to instruction sheet for more details.):						

ATTACHMENT B
SPECIAL STATUS REPORTS

Special Status Reports

Within twenty-four (24) hours of the following events, Subrecipient shall provide notice to the OMER Project Coordinator by email, of these events:

1. Any fatality, injury, or illness that results in loss of consciousness or requires medical treatment beyond first aid involving an employee, or member of the public.
2. An imminent or actual environmental contamination or the need for environmental cleanup (including, but not limited to, contamination or cleanup resulting from an accident connected to or arising from the presence, leakage or spill of hazardous materials) in accordance with National Environmental Policy Act, 42 USC §§ 4321, *et seq.* Examples of due care may include, but are not limited to, visual site inspection of any portions of the property where environmental contamination is likely or suspected, or other reasonable measures. Such notice must be made to OEMR following any immediate mitigation efforts, as appropriate, and contacts made to requisite agencies.
3. Actual physical property damage in excess of \$50,000.

Within 24 hours, Subrecipient is responsible for reporting Cybersecurity incident(s) to OEMR as follows:

Subrecipient is responsible for identifying a Cybersecurity incident. In general, a cybersecurity incident is identified as any incident that may cause financial harm or loss of intellectual property created or supported in performance of the award, including malware and ransomware attacks; affecting operations or the security of, or access to, data, including disruption of both physical operations and business operations for a duration greater than one (1) hour or any Cybersecurity incidents that have national security implications.

Once identified, in addition to the above described notice to OEMR, Subrecipient is responsible for reporting Cybersecurity incidents to the [Cyber Incident mailbox](mailto:IIJAcyberincident@hq.doe.gov) at IIJAcyberincident@hq.doe.gov within 48 hours of the incident. To do this, Subrecipient first sends a password protected document via email attachment that includes the date and time of the incident, a high-level description of the incident, a summary of the known impacts, and current and planned mitigation activities. Subrecipient sends a second email to the [Cyber Incident mailbox](mailto:IIJAcyberincident@hq.doe.gov) including the password to the protected document.

Subrecipient is required to report the following events to the OEMR Project Coordinator by email, **within 3 business days**:

1. If Subrecipient or project team member receives any other award of federal funds for activities that potentially overlap with the activities funded under the DOE award, Subrecipient must promptly notify OEMR in writing of the potential overlap and state whether project funds from any of those other federal awards have been, are being, or

- are to be used (in whole or in part) for one or more of the identical cost items under the DOE award;
2. Any change in ownership or control of Subrecipient or project team member which increases the percentage of ownership or control by an entity that is based in, funded by, or has a foreign affiliation with a foreign country of risk;
 3. If an individual on the project team is or is believed to be participating in a foreign government-sponsored talent recruitment program of a foreign country of risk.
 4. If Subrecipient is considering new collaborations with foreign entities and governments, Subrecipient must provide written notification to OEMR and await further guidance from OEMR and DOE prior to contacting the proposed foreign entity or government regarding the potential collaboration or negotiating the terms of any potential agreement. In general, a collaboration will involve some provision of a thing of value to, or from, Subrecipient. A thing of value includes but may not be limited to all resources made available to, or from, Subrecipient in support of and/or related to the DOE award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the DOE award but resulting in provision of a thing of value from or to the DOE award must also be reported.
 5. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
 6. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
 7. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
 8. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
 9. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to Subrecipient.
 10. Potential or actual violations of environmental, health, or safety laws and regulations, any significant environmental permit violation, and any incident which causes a significant process or hazard control system failure;
 11. Any incident arising out of or relating to work under the award that has the potential for high visibility in the media;
 12. Potential or actual violations of federal, state, and municipal laws arising out of or relating to work under the award;
 13. Potential or actual noncompliance with DOE reporting requirements under the award;
 14. Potential or actual bankruptcy/insolvency of Subrecipient;
 15. Potential or actual violation of U.S. export control laws and regulations arising out of or relating to the work under the award;
 16. Any notices or claims of patent or copyright infringement arising out of or relating to the performance of the DOE award;
 17. Refusal of Subrecipient, contractor, or subcontractor to accept flow down requirements in the Special Terms and Conditions and/or any Attachment to the DOE

- award;
18. Any improper claims or excess payments arising out of or relating to work under the award;
 19. Potential or actual violations of the cost share requirements under the award;
 20. Potential or actual violations of the lobbying restrictions in the award;
 21. Any event which is anticipated to cause a significant schedule slippage or cost increase; and
 22. Developments that have a significant favorable impact on the project.

ATTACHMENT C
STANDARD FEDERAL PROVISIONS

March 5, 2025

ATTACHMENT C

OFFICE OF ENERGY AND MINERAL RESOURCES STANDARD FEDERAL PROVISIONS

For Agreements Funded by the

PREVENTING OUTAGES AND ENHANCING THE RESILIENCE OF THE ELECTRIC GRID (40101(D)) PROGRAM

Subrecipient agrees to comply with all applicable federal laws including, but not limited to, those referenced in this Attachment C. This Attachment C includes two main sections of references to federal laws. These are DOE's:

- National Policy Assurances; and
- Special Terms and Conditions to this Award.

Subrecipient understands and agrees that the funds OEMR provides pursuant to this Agreement, of which this Attachment C is incorporated by reference, are received from the federal government and that federal law restricts the use of such funds. Any apparent inconsistency between Federal statutes and regulations and the terms and conditions in this Agreement must be referred to OEMR for guidance.

Please note that whenever this Agreement refers to 2 CFR Part 200, or any section within 2 CFR Part 200, it is referring to the guidance in effect for 2 CFR 200 ***prior to*** October 1, 2024. The Office of Management and Budget ("OMB") recently issued a new final guidance that includes changes to 2 CFR 200, but that new guidance is only effective for federal awards issued on or after October 1, 2024. *See* "Guidance for Federal Financial Assistance," 89 Fed. Reg. 30046 (April 22, 2024). OMB also revised other parts of title 2 of the CFR, including Parts 1, 25, 170, 175, 180, 182, 183, and 184. Because the federal Award for this Agreement (Award No. DE- GD0000013, CFID No. 81.254) was issued prior to October 1, 2024, the October 1, 2024 revisions to 2 CFR 1, 25, 170, 175, 180, 182, 183, and 200 ***do not apply*** to this Agreement.

To find the versions of title 2 of the CFR that apply to this Agreement, you can visit <https://www.govinfo.gov/app/collection/cfr/2024/> and view Title 2 under the year 2024. This Agreement will also indicate it is relying on the January 2024 publication of the CFR by including (2024) after each citation to any of the above cited amended parts in Title 2 of the CFR.

SECTION ONE SPECIAL TERMS AND CONDITIONS

As a condition of Award DE-GD0000013, OEMR agreed to apply the Award's terms and conditions, as applicable, including the intellectual property provisions, to all subrecipients (and subcontractors, as appropriate) as required by 2 CFR 200.101 (2024). OEMR requires their strict compliance therewith. Further, OEMR must apply the Award terms required by 2 CFR 200.327 (2024)

to all subrecipients (and subcontractors, as appropriate) and require their strict compliance therewith. By signing this Agreement, Subrecipient agrees to the following:

1. NEPA Requirements –

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing OEMR's use of federal funds. Using all information Subrecipient provided in its Environmental Questionnaire, DOE reviewed projects for NEPA compliance and issued a categorical exclusion for all activities Subrecipient submitted in that questionnaire.

However, Subrecipient remains responsible for:

- Identifying and promptly notifying OEMR of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities; and
- Compliance with Section 106 of the National Historic Preservation Act (NHPA), as applicable.

2. Intellectual Property –

Intellectual property rights are subject to 2 CFR 200.315 (2024). For-profit entities are subject to 2 CFR 910.362.

3. Sense of Congress Regarding the Purchase of American-Made Equipment and Products –

It is the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with this Agreement's funds should be American-made.

4. Performance of Work in the United States

Subrecipient agrees that 100% of the direct labor cost for the project shall be incurred in the United States, unless Subrecipient can demonstrate to DOE's satisfaction that the United States economic interest will be better served through a greater percentage of the work being performed outside the United States.

5. Lobbying –

None of the funds obligated in the Agreement shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

6. Nondisclosure and Confidentiality Agreements Assurances –

By entering into this Agreement, Subrecipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. Subrecipient further attests that it will not use any federal funds to

implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information. Notwithstanding the provision in block quote above, a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

7. Property Standards –

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316 (2024), and 2 CFR 910.360 contains additional requirements for equipment for for-profit recipients.

8. Insurance Coverage –

See 2 CFR 200.310 for insurance federal requirements for real property improved and equipment acquired or improved with federal funds. See Agreement, Section 39 for additional insurance requirements.

9. Real Property –

See Agreement, Section 25 (Real Property - Grid-Resilience) and 27 (Continued Use of Real Property and Equipment).

10. Equipment –

See Agreement, Section 26 (Equipment), 27 (Continued Use of Real Property and Equipment), and 28 (UCC Financing Statements: For-profit Subrecipients).

11. Supplies –

See 2 CFR 200.314 (2024) for requirements pertaining to supplies acquired under a federal award. See also 2 CFR 200.453(2024) materials and supplies costs, including costs of computing devices.

12. Property Trust Relationship –

Real property, equipment, and intangible property, that are acquired or improved with a federal award must be held in trust by Subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 (2024) for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a federal award.

13. Insolvency, Bankruptcy, or Receivership

- a. Subrecipient shall immediately notify DOE of the occurrence of any of the following events: (i) you or your parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) your consent to the institution of an involuntary case under the Bankruptcy Act against you or your parent; (iii) the filing of any similar proceeding for or against you or your parent, or its consent to, the dissolution, winding-up or readjustment of your debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over you, under any other applicable state or federal law; or (iv) your insolvency due to your inability to pay your debts generally as they become due.
- b. Such notification shall be in writing and shall; (i) specifically set out the details of the occurrence of an event referenced in paragraph a, above; (ii) provide the facts surrounding that event; and (iii) provide the impact such event will have on the project being funded by this Award.
- c. Upon the occurrence of any of the four events described in the first paragraph, DOE reserves the right to conduct a review of your award to determine your compliance with the required elements of the award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If DOE review determines that there are significant deficiencies or concerns with your performance under the award, DOE reserves the right to impose additional requirements, as needed, including (i) change your payment method; or (ii) institute payment controls.
- d. Failure of Subrecipient to comply with this term may be considered a material noncompliance of this financial assistance award by the DOE Contracting Officer.

14. Final Incurred Cost Audit

In accordance with 2 CFR Part 200 (2024) as amended by 2 CFR Part 910, DOE reserves the right to initiate a final incurred cost audit on this Award. If the audit has not been performed or completed prior to the closeout of the Award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

Subrecipient is required to provide any information, documents, site access, or other assistance requested by DOE or federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to Subrecipient's records relating to this Award.

15. Use of Program Income

If Subrecipient earns program income during the project period as a result of this Award, Subrecipient may add the program income to the funds committed to the Award and use it to further eligible project objectives.

16. Unique Entity Identifier / SAM Registration

Subrecipient has submitted its assigned Unique Entity Identifier (UEI) to OEMR. OEMR cannot make awards to Subrecipient unless Subrecipient has provided its UEI number to OEMR.

17. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” OEMR is responsible for ensuring compliance with all applicable United State Export Control laws and regulations relating to any work performed under the award, including a Subrecipient’s work.

Subrecipient shall comply with all applicable United States Export Control laws and regulations relating to any work performed under the award. Subrecipient shall immediately report to OEMR any export control investigations, charges, convictions, and violations upon occurrence, and for convictions/violations, provide the corrective action(s) to prevent future convictions/violations.

18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216 (2024), Subrecipient is prohibited from obligating or expending project funds (federal and non-federal funds) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain;
- (3) Exercise an option to procure; or
- (4) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

19. Potentially Duplicative Funding Notice

If Subrecipient has or receives any other award of federal funds for activities that potentially overlap with the activities funding under this Agreement, Subrecipient must notify OEMR in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more identical cost items under this Agreement. OEMR will use Subrecipient's notice to promptly notify DOE in writing of the same. If there are identical cost items, OEMR must promptly notify the DOE contracting officer in writing of the potential duplication and eliminate any in appropriate duplication of funding.

20. Transparency of Foreign Connections

Subrecipient must notify OEMR within seven (7) business days of learning of the following in relation to Subrecipient:

- (1) Any current or pending subsidiary, foreign business entity, or offshore entity that is based in or funded by any foreign country of risk or foreign entity based in a country of risk;
- (2) Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an entity owned by a country of risk or foreign entity based in a country of risk;
- (3) Any current or pending change in ownership structure of Subrecipient that increases foreign ownership related to a country of risk. Each notice shall be accompanied by a complete and up-to-date capitalization table showing all equity interests held including limited liability company (LLC) and partnership interests, as well as derivative securities. Include both the number of shares issued to each equity holder, as well as the percentage of that series and of all equity on fully diluted basis. For each equity holder, provide the place of incorporation and the principal place of business, as applicable. If the equity holder is a natural person, identify the citizenship(s);
- (4) Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
- (5) Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
- (6) Any changes to Subrecipient's board of directors, including additions to the number of directors, the identity of new directors, as well as each new director's citizenship, shareholder affiliation (if applicable); each notification shall include a complete up-to-

date list of all directors (and board observers), including their full name, citizenship and shareholder affiliation, date of appointment, duration of term, as well as a description of observer rights as applicable.

- (7) Any proposed changes to the equipment used on the project that would result in:
- a. Equipment originally made or manufactured in a foreign country of risk (including relabeled or rebranded equipment).
 - b. Coded equipment where the source code is written in a foreign country of risk.
 - c. Equipment from a foreign country of risk that will be connected to the internet or other remote communication system.
 - d. Any companies from a foreign country of risk that will have physical or remote access to any part of the equipment used on the project after delivery.

DOE has designated the following countries as foreign countries of risk: Iran, North Korea, Russia, and China. This list is subject to change. Should DOE determine the connection poses a risk to economic or national security, DOE will require measures to mitigate or eliminate the risk.

21. Foreign Collaboration Considerations

Subrecipient must provide OEMR with advanced written notice of any potential or existing collaboration with foreign entities, organizations, or governments in connection with this Agreement. Subrecipient must await further guidance from OEMR prior to contacting the proposed foreign entity, organization, or government regarding the potential collaboration or negotiating the terms of any potential agreement.

Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, Subrecipient. A thing of value includes but may not be limited to all resources made available to, or from, Subrecipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of Subrecipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with Subrecipient's standard policies and procedures.

22. Foreign National Participation

If Subrecipient or any of its subcontractors anticipates involving foreign nationals in the performance of this award, Subrecipient must provide DOE with specific information about each foreign national to ensure compliance with the requirements for foreign national participation and access approval. The volume and type of information required may depend on various factors associated with the Award.

Approval for foreign nationals in Principal Investigator/Co-Principal Investigator roles, from countries of risk (i.e., China, Iran, North Korea, and Russia), and from countries identified on the U.S. Department of State's list of State Sponsors of Terrorism (<https://www.state.gov/state-sponsors-of-terrorism/>) must be obtained from DOE before they can participate in the performance of any work under this award.

A “foreign national” is defined as a person without United States citizenship or nationality (may include a stateless person). DOE may deny a foreign national’s participation in the Award. Likewise, DOE may deny a foreign national’s access to DOE sites, information, technologies, equipment, programs, or personnel. DOE’s determination to deny participation or access is not appealable.

Subrecipient shall include this term in any applicable contractual agreement associated with this Agreement.

23. Prohibition Related to Foreign Government-Sponsored Talent Recruitment Programs

Persons Participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk* are prohibited from participating in this Award. Subrecipient shall exercise ongoing due diligence to reasonably ensure that no individuals participating in this project are participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk*. Subrecipient must immediately notify OEMR upon learning that an owner of Subrecipient or an individual on the project team is or is believed to be participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk*.

A *Foreign Government-Sponsored Talent Recruitment Program* is an effort directly or indirectly organized, managed, or funded by a foreign government, or a foreign government instrumentality or entity, to recruit science and technology professionals or students (regardless of citizenship or national origin, or whether having a full-time or part-time position). Some foreign government-sponsored talent recruitment programs operate with the intent to import or otherwise acquire from abroad, sometimes through illicit means, proprietary technology or software, unpublished data and methods, and intellectual property to further the military modernization goals and/or economic goals of a foreign government. Many, but not all, programs aim to incentivize the targeted individual to relocate physically to the foreign state for the above purpose. Some programs allow for or encourage continued employment at United States research facilities or receipt of federal research funds while concurrently working at and/or receiving compensation from a foreign institution, and some direct participants not to disclose their participation to U.S. entities. Compensation could take many forms including cash, research funding, complimentary foreign travel, honorific titles, career advancement opportunities, promised future compensation, or other types of remuneration or consideration, including in-kind compensation.

DOE has determined that a *Foreign Country of Risk* is Iran, North Korea, Russia, and China. This list is subject to change.

24. Reporting Total Compensation of Subrecipient Executives

Subrecipient must report to OEMR the total compensation for each of Subrecipient’s five most highly compensated executives for the preceding completed fiscal year, if:

- a. the total Federal funding authorized to date under this award is \$30,000 or more;
- b. in the proceeding in the preceding fiscal year, the Subrecipient received:

- i. 80 percent or more of annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320 (and subawards); and
- c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.

25. Post-award Due Diligence Reviews

During the period of performance of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event DOE identifies a risk, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

26. Federal, State, and Municipal Requirements

See Agreement, Section 15 (Compliance with Federal, State, and Local Law)

27. Conference Spending

Subrecipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant was awarded that would defray the cost to the United States of a conference held by any executive branch department, agency, board, commission, or office for which the cost to the United State Government would otherwise exceed \$2,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board commission, or office to the Inspector General (or senior official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

28. Site Visits

DOE/National Nuclear Safety Administration (NNSA) authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Subrecipient shall provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience or the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

SECTION TWO

NATIONAL POLICY ASSURANCES

Subrecipient makes these assurances to the federal government by signing this Agreement. In any case where, and to the extent that OEMR is the enforcer of any of the laws which Subrecipient hereby assures compliance with, the assurance is made also to OEMR. The list outlined below is provided for informational purposes of certain requirements, but may not reflect all federal requirements that are applicable to the Award. By signing this Agreement, Subrecipient agrees to:

1. Nondiscrimination –

Comply with applicable provisions of the following national policies prohibiting:

- Discrimination on the basis of race, color, or national origin as required by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*, as implemented by DOE at 10 CFR Part 1040.
- Discrimination on the basis of sex and blindness under any educational program or activity receiving federal financial assistance, as required by Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, as implemented by DOE at 10 CFR 1042.
- Discrimination on the basis of age as required by the Age Discrimination Act of 1975, 42 U.S.C. § 6101 *et seq.*, as implemented by the Department of Health and Human Services regulations at 45 CFR part 90 and DOE at 10 CFR Part 1040.
- Discrimination on the basis of handicap as required by Section 504 of the 1973 Rehabilitation Act, 29 U.S.C. § 794, as implemented by Department of Justice regulations at 28 CFR Part 41 and DOE at 10 CFR Part 1040.
- Failure to provide access to physically handicapped persons in the construction or alternation of building or facilities as required the Architectural Barriers Act of 1968, 42 U.S.C. § 4151, *et seq.*
- Failure to comply with the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*
- Discrimination on the basis of religion as outlined in Exec. Order 13798 and the Attorney General’s Memorandum of October 6, 2017, as implemented at 2 CFR 200.300 (2024).

2. Environmental Standards –

Comply with the applicable provisions of the following laws and regulations:

- Clean Air Act, 42 U.S.C. § 7401 *et seq.*
- Clean Water Act, 33 U.S.C. § 1251 *et seq.*
- Resource Conservation and Recovery Act (RCRA) 42 U.S.C. § 6901 *et seq.*

3. Potential Environmental Impacts –

Comply with the applicable provisions of the following laws and regulations and immediately notify OEMR of any potential impacts that activities conducted under this Agreement may have on the following areas and resources:

- The quality of the human environment as required by National Environmental Policy Act, 42 U.S.C. § *et seq.*, as implemented by DOE at 10 CFR Part 1021.
- Flood-prone areas and wetlands as required by the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001 *et seq.*, as implemented by DOE at

10 CFR Part 1021, which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas.

- Existing or proposed components of the national Wild and Scenic Rivers System as required by Wild and Scenic Rivers Act, 16 U.S.C. § 1271 *et seq.*
- Underground sources of drinking water as required by the Safe Drinking Water Act, 42 U.S.C. § 300h-3.
- Procurement of items in compliance with Section 6002 of Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962. *See* 2 CFR 200.323 (2024).
- All property listed or eligible for listing on the National Register of Historic Places affected by this award, as required by the National Historic Preservation Act of 1966, 16 U.S.C. § 470f.

4. Lobbying Prohibitions –

Conduct activities in accordance with the following lobbying laws, regulations, and policies:

- An Act to Prevent Pernicious Political Activities (“Hatch Act” of 1939), 5 U.S.C. §§ 1501-1508, 7321-7328, including a prohibition on political activity of state and local employees whose salary is paid for completely by federal loans or grants, including but not limited to running in partisan elections, use of official authority to affect the results of an election, or coercing a state or local employee for political purposes as described in the Act.

5. Health and Safety –

Comply with the following health and safety laws, regulations, policies, and requirements:

- Adopt and enforce policies to prohibit text messaging while driving as encouraged by Exec. Order No. 13513; 74 Fed. Reg. 51,225 (Oct. 1, 2009) (“Federal Leadership on Reducing Text Messaging While Driving”).
- Adopt and enforce policies for on-the-job seatbelt use as encouraged by Increasing Seat Belt Use in the United States Exec. Order 13043, dated April 16, 1997.
- Hotel and Motel Fire Safety Act of 1990, Pub. L. 101-39, Sept. 25, 1990, as amended by Pub. L. No. 105-85, Nov. 18, 1997, including that meetings, conventions, conferences, or training seminars must be held in a place that meets the Act’s requirements.

6. National Security –

Comply with the following national security laws, regulations, policies, and requirements:

- Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, Exec. Order No. 13224; 66 Fed. Reg. 49,079 (Sept. 23, 2001).
- Classified National Security Information, including using a uniform system for classifying, safeguarding, and declassifying national security information as required by Exec. Order No. 13526; 75 Fed. Reg. 707 (Dec. 29, 2009).

7. Live Organisms –

Comply with applicable provisions of these national policies concerning live organisms:

- The Common Federal Policy for Protection of Human Subjects, as codified by DOE at 10 CFR Part 745.
- Rules of the Departments of Interior (50 CFR Parts 10-24) and Commerce (50 CFR Parts 217-227) implementing laws and conventions on the taking, possession, transport, purchase, sale, export, or import of wildlife and plants, including the: Endangered Species Act of 1973 (16 U.S.C. §§ 1531-1543); Marine Mammal Protection Act (16 U.S.C. §§ 1361-1384); Lacey Act (18 U.S.C. § 42); and Convention on International Trade in Endangered Species of Wild Fauna and Flora.
- Other associated provisions, including the Health Insurance Portability and Accountability Act (HIPPA), human stem cell research, animal acquisition, transport, care, handling, and use, found in DOE's national policy assurances at <https://www.energy.gov/sites/default/files/2021-09/National%20Policy%20Assurances%20-%20November%202020.pdf>.

8. **Additional Policies –**

Comply with the following:

- Use the metric system as required by the Metric Conversion Act of 1975, 15 U.S.C. § 205a *et seq.*; Exec. Order No. 12770, 56 Fed. Reg. 35801 (July 29, 1991) (“Metric Usage in Federal Government Programs”).
- Drug-Free Workplace Act, 41 U.S.C. § 8101 *et seq.*; 2 CFR Part 902, including prohibiting the unlawful use, possession, dispensation, distribution, or manufacture of controlled substances in the workplace as required by the Act.
- Exclude any person or company who is debarred or suspended based on fraud, waste, or poor performance from Federal financial and nonfinancial assistance and benefits as required by 42 U.S.C. § 1870(a); Section 2455, Pub. L. 103-355, 108 Stat. 3327, Exec. Order 12549, Exec. Order 12689.
- Civil False Claims Act, 31 U.S.C. § 3729; Criminal False Claims Act, 18 U.S.C. § 287; 18 U.S.C. § 1001; False Claims Act, 31 U.S.C. §§ 3729-33; Program Fraud and Civil Remedies Act, 31 U.S.C. § 3801 *et seq.*
- Register for a UEI number as required by 2 CFR Part 25.
- Register with the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) and report to FSRS the total compensation of each first-tier subrecipient's five most highly compensated executives as required by the Federal Funding Accountability and Transparency Act, 31 U.S.C. § 6101 note; 2 CFR Part 170 (2024).
- Take all necessary steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are considered as set forth in 2 CFR 200.321 (2024).
- Paperwork Reduction Act, 44 U.S.C. § 3501 *et seq.*
- Perform air transport of people or property involving a country other than the United States with a U.S. carrier or under a cost-sharing arrangement with a U.S. flag carrier if such a carrier is available as required by International Air Transportation Fair Competitive Practice Act (“Fly America Act”), 49 U.S.C. § 40118.
- Trafficking Victims Protection Act of 2000, 22 U.S.C. § 7101 *et seq.* (*see particularly* § 7104(g)); 2 CFR Part 175, including that Subrecipients that are private entities agree that subrecipient and subrecipient's employees must not engage in activities described in 2 CFR Part 175, Appendix A.1.(a)(1).

- Patents, Trademarks, and Copyrights, are subject to applicable regulations governing patents and inventions, including those in 2 CFR 200.315 (2024) and 37 CFR part 401.
- Protect whistleblowers, as required by 41 U.S.C. § 4712, as amended by Pub. L. 112-239 and other relevant amendments.
- At least fifty (50) percent of equipment, materials, or commodities procured, contracted for, and otherwise obtained by the Award and transported by ocean vessel must be transported on privately owned U.S. commercial vessels as required by 46 CFR § 381.7 with bills of lading furnished as described in 46 CFR § 381.7.
- Prohibit smoking within any indoor facility owned or leased or contracted for and utilized for provision of routine or regular kindergarten, elementary, or secondary education or library services to children, or for the provision of regulatory or routine health care or day care as required by the Pro Children Act, 20 U.S.C. § 7973.
- Provide fair and equitable relocation to persons displaced from their homes, businesses, or farms by federally funded or assisted programs as required by Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. § 4601 *et seq.*; 49 CFR Part 24.
- Privacy Act, 5 U.S.C. § 552a, and Confidentiality of Patient Records, 42 U.S.C. § 290dd-2 and 42 U.S.C. § 290ee-3.
- Pub. L. 108-447, and any relevant amendments regarding Constitution Day.
- Copeland Act, 40 U.S.C. § 3145, 18 U.S.C. § 874, 29 CFR Part 3.
- Davis-Bacon Act, 42 U.S.C. § 3141 *et seq.*
- Earthquake and Hazard Reduction Act, 42 U.S.C. § 7701 *et seq.*, Exec. Order 12699.
- States, local governments, and other public entities may not discriminate against current or prospective beneficiaries based on religion or religious belief. Exec. Order 13559.
- Federal Technology Transfer Act, 15 U.S.C. § 3701, *et seq.*
- Freedom of Information Act, 5 U.S.C. § 552.
- Limited English Proficiency, Exec. Order 13166.
- Native American Graves Protection and Repatriation Act, 25 U.S.C. § 3001 *et seq.*, including return of Native American cultural items to their respective peoples as required by the Act.

ATTACHMENT D
WAGE DETERMINATION

"General Decision Number: ID20250111 01/17/2025

Superseded General Decision Number: ID20240111

State: Idaho

Construction Type: Heavy

Counties: Bonneville, Butte and Jefferson Counties in Idaho.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	◆ Executive Order 14026 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	◆ Executive Order 13658 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/17/2025

ELEC0291-005 12/01/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 42.25	6%+16.30

* ENGI0302-006 01/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane).....	\$ 36.98	20.50

ENGI0302-011 06/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Backhoe/Excavator/Trackhoe).....	\$ 34.81	17.65

IRON0014-007 07/03/2023

	Rates	Fringes
IRONWORKER.....	\$ 38.11	31.82

LAB00155-011 06/01/2022

	Rates	Fringes
LABORER (Common or General).....	\$ 34.25	13.80

TEAM0983-004 01/01/2024

	Rates	Fringes
TRUCK DRIVER (Dump Truck).....	\$ 33.99	16.75

SUID2021-012 04/27/2023

	Rates	Fringes
CARPENTER.....	\$ 24.00	2.62

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can

be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====

END OF GENERAL DECISION"

ATTACHMENT F
BUY AMERICAN REQUIREMENT FOR
INFRASTRUCTURE PROJECTS

BUY AMERICAN REQUIREMENT FOR INFRASTRUCTURE PROJECTS

A. Definitions

Component See 2 CFR 184.3 “Definitions.”

Construction Materials See 2 CFR 184.3 “Definitions.”

Buy America Preference, Buy America Requirement, or domestic content procurement preference means a requirement that no amount of funds made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

- (A) all iron and steel used in the project are produced in the United States;
- (B) the manufactured products used in the project are produced in the United States;
- or
- (C) the construction materials used in the project are produced in the United States.

Infrastructure See 2 CFR 184.4 (c) and (d).

Manufactured Products See 2 CFR 184.3 “Definitions.”

Predominantly of iron or steel See 2 CFR 184.3 “Definitions.”

Infrastructure Project- See 2 CFR 184.3 “Definitions.”

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of DOE’s guidance, infrastructure should be considered “public” if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be “utilized primarily for a public purpose” if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement for Infrastructure Projects (Buy America Requirement)

None of the funds provided under this award (federal share or subrecipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured

product has been established under applicable law or regulation. See 2 CFR 184.5 for determining the cost of components for manufactured products; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. See 2 CFR 184.6 for construction material standards.

The Buy America Requirement only applies to those articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to the infrastructure in the project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

The Buy America Requirement only applies to an article, material, or supply classified into one of the following categories¹ based on its status at the time it is brought to the work site for incorporation into an infrastructure project:

- (i) Iron or steel products;
- (ii) Manufactured products; or

¹ Section 70917(c) of the BABA states that “construction materials” do not include cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. Section 70917(c) materials are excluded from Construction materials. Asphalt concrete pavement mixes are typically composed of asphalt cement (a binding agent) and aggregates such as stone, sand, and gravel. Accordingly, asphalt is also excluded from the definition of Construction materials.

Section 70917(c) materials, on their own, are not manufactured products. Further, Section 70917(c) materials should not be considered manufactured products when they are used at or combined proximate to the work site—such as is the case with wet concrete or hot mix asphalt brought to the work site for incorporation. However, when certain Section 70917(c) materials (such as stone, sand, and gravel) are used to produce a manufactured product, such as is precast concrete processed into a specific shape or form, and is in such state when brought to the work site, then that product is subject to the BABA requirements.

Further clarification is provided in 2 CFR 184 on the circumstances under which a determination is made that Section 70917(c) materials should be treated as components of a manufactured product. That determination is based on consideration of: (i) the revised definition of the “manufactured products” at 2 CFR 184.3; (ii) a new definition of “section 70917(c) materials” at 2 CFR 184.3; (iii) new instructions at 2 CFR 184.4(e) on how and when to categorize articles, materials, and supplies; and (iv) new instructions at 2 CFR 184.4(f) on how to apply the Buy America Preference by category.

(iii) Construction materials;

The Buy America Requirement only applies to the iron or steel products, manufactured products, and construction materials used for the construction, alteration, maintenance, or repair of public infrastructure in the United States when those items are consumed in, incorporated into, or permanently affixed to the infrastructure. An article, material, or supply incorporated into an infrastructure project should not be considered to fall into multiple categories, but rather must meet the Buy America Preference Requirement for only the single category in which it is classified.

All iron and steel, manufactured products, and construction materials used in the infrastructure project must be produced in the United States.

Subrecipient is responsible for administering its award in accordance with the terms and conditions, including the Buy America Requirement. Subrecipient must ensure that the Buy America Requirement flows down to all contractors and subcontracts and that contractors and subcontractors comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

Subrecipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this award.

Subrecipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption provided in 2 CFR 184.8, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subcontractors, contractors and vendors to Subrecipient.

Subrecipient shall provide OEMR certifications or equivalent documentation to prove compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, and not covered by a waiver or exemption, are produced in the United States. OEMR will keep these certifications and produce them upon request to DOE, auditors, or Office of Inspector General. Subrecipient must also keep copies of those certifications with the award/project files and be able to produce them upon request from OEMR, DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, Subrecipient may apply for a waiver from the Buy America Requirement. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

1. Waivers must be based on one of the following justifications:

- a) Public Interest - Applying the Buy America Requirement would be inconsistent with the public interest;
- b) Non-Availability - The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- c) Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

2. Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and Subrecipient cost match breakdowns;
- Total estimated infrastructure costs, with estimated federal share and Subrecipient cost match breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) Subrecipient seeks to waive from the Buy America Requirement, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the Subrecipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by Subrecipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation;
- A description of the market research conducted that includes who conducted the market research, when it was conducted, sources that were used, and the methods used to conduct the research; and

- Anticipated impact to the project if no waiver is issued.

3. *How to submit a waiver*

Subrecipient requests to waive the application of the Buy America Requirement must be submitted in writing to OEMR. After OEMR receives a Subrecipient's request for a waiver, it will review and may apply to DOE for a waiver from BABA on Subrecipient's behalf.

DOE may request, and Subrecipient must provide, additional information for consideration of a waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

ATTACHMENT F
NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)
CATEGORICAL EXCLUSION (CX)

U.S. DEPARTMENT OF ENERGY - NETL

CATEGORICAL EXCLUSION (CX) DESIGNATION FORM

Project No.: DE-GD0000013-004 Recipient Name: Idaho OMER Project Location: Boise, Idaho

Sub-recipient(s) and Locations:

Idaho Falls Power, Idaho Falls, Idaho

NETL Sponsoring Org.: GDO/TDC/EDS/Infrastructure Respons NETL Contact: Lucas Greza

Brief Title of Proposed Action: Idaho Falls Downtown Alley Underground Project

Brief Description of Activities:

Undergrounding and rebuilding power line infrastructure in downtown Idaho Falls.

THE PROPOSED ACTION FALLS WITHIN THE FOLLOWING CATEGORICAL EXCLUSION(S) FROM APPENDICES A AND B TO SUBPART D OF DOE NEPA IMPLEMENTING PROCEDURES (10 CFR 1021):

General Administration/Management

- ☐ A1 – Routine business actions
☐ A9 – Info gathering, analysis, documentation, dissemination, and training
☐ A11 – Technical advice and planning assistance

Facility Operations

- ☐ B1.3 – Routine maintenance and custodial services
☐ B1.7 – Communication system and data processing equipment acquisition, installation, operation, removal
☐ B1.15 – Support building or structure, non-waste storage, construction/operation

Safety and Health

- ☐ B2.1 – Modifications to enhance workplace habitability
☐ B2.2 – Installation/improvement of building/equipment instrumentation
☐ B2.3 – Installation of equipment for personnel safety and health

General Research

- ☐ B3.1 – Site characterization/environmental monitoring
☐ B3.6 – R&D or pilot facility construction/operation/decommissioning
☐ B3.7 – New infill exploratory, experimental oil/gas/geothermal well construction and/or operation
☐ B3.9 – Certain CCT demonstration activities, emissions unchanged
☐ B3.11 – Outdoor tests, experiments on materials and equipment components

Electrical Power and Transmission

- ☐ B4.4 – Power management activities (storage, load shaping, and balancing)
☐ B4.6 – Transmission support addition/modifications at developed facility site
☐ B4.11 – Construction of power substations and interconnection facilities
☒ B4.13 – Upgrading and rebuilding existing power lines (< 20 miles)

Conservation, Fossil, and Renewable Energy Activities

- ☐ B5.1 – Actions to conserve energy, no indoor air quality degradation
☐ B5.3 – Modification/abandonment of wells
☐ B5.5 – Short crude oil/gas/steam/geothermal/carbon dioxide pipeline const/oper within an existing right-of-way (< 20 miles) between existing facilities
☐ B5.13 – Experimental wells for injection of small quantities of carbon dioxide (< 500,000 tons)
☐ B5.15 – Small scale renewable energy research/development/pilot projects
☐ B5.22 – Alternative fuel vehicle fueling stations
☐ B5.23 – Electric vehicle charging stations

Other

☐ Specify category:

☐ Specify category:

☐ Specify category:

This action (1) would not present any extraordinary circumstances such that the action might have a significant impact upon the human environment; (2) is not connected to other actions with potentially significant impacts; (3) is not related to other actions with cumulatively significant impacts; and (4) is not inconsistent with 10 CFR 1021.211 - Interim Actions or 40 CFR 1506.1 - Limitations during the NEPA process.

SELECT ONE OF THE FOLLOWING:

- ☒ This Categorical Exclusion includes all tasks and phases in the Statement of Work or Statement of Project Objectives for this project.
☐ This Categorical Exclusion is only valid for the following tasks/phases. The DOE initiator acknowledges the responsibility to obtain a NEPA determination prior to initiating any activities outside the scope of this Categorical Exclusion.

SELECT ONE OF THE FOLLOWING:

- ☒ This Categorical Exclusion includes all locations and activities for this project.
☐ Additional sites, sub-recipients, or activities cannot be identified at this time. The DOE initiator acknowledges the responsibility to obtain a NEPA determination prior to initiating any activities outside the scope of this Categorical Exclusion.

NOTE: ANY CHANGE(S) TO THE PROJECT SCOPE OR LOCATIONS MAY REQUIRE A NEW NEPA DETERMINATION.

DOE Initiator Signature: LUCAS GREZA

Digitally signed by LUCAS GREZA
Date: 2024.07.09 21:34:06 -0400

Date: / /
month day year

NEPA Compliance Officer: HARRY TAYLOR

Digitally signed by HARRY TAYLOR
Date: 2024.07.11 07:48:03 -0400

Date: / /
month day year

The following special condition is provided for the consideration of the Contracting Officer:

Memorandum

File #: 25-227

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Thursday, April 10, 2025
DEPARTMENT: Public Works

Subject

City of Idaho Falls Subdivision Irrigation Water Agreement with Idaho Irrigation District

Council Action Desired

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

Approve the Subdivision Water Irrigation Agreement with Idaho Irrigation District 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 Subdivision Irrigation Water Agreement with Idaho Irrigation District to memorialize understanding concerning delivery, assessment, system operation, and use of District surface and storage water for properties developed inside the City.

Alignment with City & Department Planning Objectives



- ☐
☐
☐
☐
☐
☐
☒
☒

This Agreement supports the community-oriented results of environmental sustainability and reliable public infrastructure by using surface water for irrigation in new development.

Interdepartmental Coordination

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

Fiscal Impact

This Agreement will allow for future development to use surface water for irrigation needs and comply with Idaho State Code. It allows the Idaho Irrigation District to assess future lots developed within the City for irrigation water. Public Works plans to credit property owners from existing monthly irrigation fees subject to this assessment to maintain a consistent monthly water service rate.

Legal Review

The Agreement was prepared by the City's Water Attorney and reviewed by the office of the City Attorney.

2025-023

CITY OF IDAHO FALLS SUBDIVISION IRRIGATION WATER AGREEMENT

THIS CITY OF IDAHO FALLS SUBDIVISION IRRIGATION WATER AGREEMENT (this "Agreement"), which is entered into to be effective as of January 1, 2025, is hereby made by and between the **Idaho Irrigation District**, an Idaho irrigation district organized pursuant to Title 43 of the Idaho Code, whose address is 496 E. 14th St., Idaho Falls, Idaho 83404 (hereinafter the "District"), and the **City of Idaho Falls**, a political subdivision of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter, the "City"). District and City may hereinafter be referred to individually as a "party" and collectively as the "parties."

RECITALS:

- A. District is the owner of numerous natural flow water rights which, as of the date of this Agreement, allow District to divert up to 1,430 c.f.s. from the Snake River and 160 c.f.s. from Willow Creek for the irrigation of 35,995 adjudicated acres within its service area. District is also the holder of various contracts which entitle it to receive storage water that yields to storage space in the upper Snake River basin storage system of reservoirs operated by the United States Bureau of Reclamation.
- B. District is also the owner and operator of a water delivery system consisting of various canals, ditches, and other infrastructure which delivers water diverted pursuant to its water rights and storage water entitlements to its electors (hereafter, the "District System"). The District System is extensive and exists on various properties by virtue of express easements and prescriptive easements obtained through many years of use by District.
- C. City desires to utilize District surface water historically provided for agricultural irrigation purposes to properties proposed for development. The District surface water will be used for irrigation within residential and commercial properties as provided for in Idaho Code §§ 31-3805 and 67-6537 (generally approved through City's subdivision and platting process) for plats approved after the effective date of this Agreement.
- D. The purpose of this Agreement is to memorialize an agreement between District and City concerning the delivery, assessment, system operation, and use of District surface and storage water within the properties subject to this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto, for themselves, their heirs, successors and assigns, do hereby agree as follows:

AGREEMENTS:

1. **Term.** This Agreement shall be for an initial term of five (5) years commencing with the effective date of January 1, 2025, and continuing through 11:59 p.m. on December 31, 2029. This Agreement shall automatically renew for subsequent five-year terms unless either party terminates this Agreement by providing written notice to the other party at least sixty (60) days before the end of the initial expiring five-year term year or subsequent expiring five-year term year.
2. **Irrigation System Diversion Design Approval.**
 - a. For properties being proposed for development by developers through the City's plat approval process, City shall require each property developer to prepare written design and installation drawings of the proposed diversion structure(s) and distribution system in or from the District System where the property's point of delivery is located, specifically including pump size, pump design, peak design diversion rate based on District's current available water supply per acre (as of the date of this Agreement, the amount is equivalent to 8.97 gallons per minute (0.02 cfs) per assessed acre), features that will aid in the equalization of daytime and nighttime diversions from the District System (as nearly as practicable), etc. Any proposed change in the historical water delivery location for the property proposed for development will first require approval by District prior to preparation of irrigation system design drawings.
 - b. After review by City of the written design and installation drawings, and approval by City of such designs as being consistent with any applicable City requirements for such system design and proposed installation, City shall thereafter provide the written drawings to District for District's approval. District, at its sole discretion, may approve or disapprove irrigation system, which approval shall not be unreasonably withheld. As to any written approval issued by District of such drawings, District makes no warranties that approval of such drawings guarantees a functioning irrigation system or that such system will operate in accordance with the terms of this Agreement.
 - c. City and/or each property developer shall install a lockable headgate in District's canal where the property's point of delivery is located with a measuring device downstream of the pump that measures diversion rate and diversion volume with real time diversion data at the main property water delivery location(s) recorded and available to District.
 - d. City and/or each property developer shall propose a design with individual shut offs for each legal parcel located within the developer's property. Notwithstanding the foregoing, if applicable State of Idaho regulations require minimum horizontal separation between potable and non-potable service lines

that cannot be met because of small parcel size or parcel shape, the developer or their representative(s) shall amend its parcel configuration or make other modifications to meet State of Idaho regulations, obtain approval of a modified irrigation system design from District, or obtain a waiver from the Idaho Department of Environmental Quality for service line requirements.

- e. District shall only be required to deliver irrigation water to its existing point(s) of delivery in District's canal where the developer's point(s) of delivery for the property is located for the entire property pursuant to the delivery policies of District, unless otherwise approved by District, which approval shall not be unreasonably withheld.

3. Irrigation System Construction, Operation, and Maintenance.

- a. It shall be the responsibility of City and/or the property developer to construct the irrigation water delivery system for the developer's property in accordance with the approved irrigation system design and to comply with the requirements of Idaho Code § 31-3805.
- b. Nothing herein shall limit City's ability to require the property developer to install the pump station and distribution system, and pay for such installation, as part of City's plat approval process.
- c. District and/or its representatives, in its sole discretion, may inspect the delivery system while it is under construction.
- d. Installation of diversion structures in or from District's canal shall comply with District's encroachment policies, including the obligation to not interfere with the delivery of water to District's electors through the District's System. As of the date of this Agreement, the authorized construction period in or from the District System is typically during the non-irrigation season (between November 1st and April 1st).
- e. City and/or each property developer shall install individual shut offs for each legal parcel located within the developer's property. Notwithstanding the foregoing, if applicable State of Idaho regulations requires minimum horizontal separation between potable and non-potable service lines that cannot be met because of small parcel size or parcel shape, the developer or their representative(s) shall amend its parcel configuration or make other modifications to meet State of Idaho regulations, obtain approval of a modified irrigation system design from District, or obtain a waiver from the Idaho Department of Environmental Quality for service line requirements.
- f. Once the irrigation systems subject to this Agreement are constructed in accordance with the approved plans as described herein, City shall thereafter

operate, repair, and maintain the irrigation systems at City's sole cost and expense.

4. **Irrigation Delivery.** When properly ordered, water shall be delivered to the properties subject to this Agreement based on District's current available water supply per acre (as of the date of this Agreement, the amount is equivalent to 8.97 gallons per minute (0.02 cfs) per assessed acre). Provided, however, like all electors of District, delivery of water under this Agreement is subject to availability of water to District based on water that yields to District's natural flow water rights and storage water entitlements, less conveyance (incidental) losses in the District System, and as a result, District makes no guarantees or warranties concerning such availability. Like all electors of District, diversions to properties subject to this Agreement shall be subject to partial or full curtailment of water from District in times of drought or short supply. (*i.e.*, 25%, 50%, etc.). Delivery of water under this Agreement is further subject to the following policies, as may be amended by District from time to time:

- a. District and/or its representatives, in its sole discretion, may inspect the delivery system and must have the access it deems necessary to control the water delivery systems and/or disconnect a diversion device.
- b. Water must be ordered for delivery to the properties subject to this Agreement, in accordance with District policy.
- c. It shall be the responsibility of City or an authorized water system operator, as approved by the District, to manage and coordinate water delivery within the properties subject to this Agreement as District has no responsibility for delivery of water once it is delivered to the authorized point(s) of delivery.
- d. City shall utilize features in the irrigation delivery system and engage in other reasonable efforts, all in good faith, to equalize daytime and nighttime diversions from the District System, as nearly as practicable, to each property subject to this Agreement.
- e. A representative or representatives of City shall meet a minimum of two times each calendar year with District to assess delivery and utilization of water under this Agreement and adjustments that may be necessary in the future. The first meeting shall be held in July or August, and the second in November or December, at District's monthly board meeting or another meeting called by District for this purpose. District shall provide City adequate notice of such meetings.

5. **Irrigation Delivery Noncompliance Procedure.**

- a. **Initial Notice.** In the event District determines or believes there is noncompliance with the delivery and use of irrigation water to any property subject to this Agreement, District shall provide written notice (which may be

satisfied by email) to the City's Public Works Director and/or Assistant Public Works Director of the alleged noncompliance.

- b. **City Response Period.** City shall respond in writing to the notice within seven (7) days. If the City does not respond within seven (7) days, the nonresponse shall be deemed agreement by the City of the contents of the notice.
- c. **City Agreement With Notice.** In the event City agrees with the contents of the notice, City shall bring the noncompliance into compliance with this Agreement within seven (7) days of the response (or expiration of the response period) unless additional time is necessary to remedy the noncompliance due to lack of available replacement equipment, location of leaks, etc.
- d. **City Disagreement with Notice.** In the event City disagrees with the contents of the notice, City shall notify District of the disagreement, and the following procedures shall govern:
 - i. Each party shall—at their sole cost and expense—employ a licensed engineer, a representative from a pump repair company or other water expert (the "Contractor") to analyze the applicable infrastructure and associated evidence of noncompliance at issue and provide an opinion of the situation and a recommended course of action.
 - ii. In the event the parties' Contractors agree as to the recommended work that should be performed, then such recommended work shall be performed.
 - iii. In the event the parties' Contractors disagree as to the work that should be performed, the parties' Contractors shall agree to appoint another Contractor and such Contractor shall inspect the situation and the recommendation of the third Contractor shall dictate the course of action. Each party shall share the cost of hiring the third Contractor.

Notwithstanding the foregoing, nothing herein shall prevent City and District from communicating with one another during the process described herein to attempt to resolve the matter in dispute.

- 6. **Assessment Amounts.** District shall assess each parcel within the properties subject to this Agreement consistent with the assessment categories District's board of directors establishes for the property sizes of each parcel. For example, as of the date of this Agreement, pursuant to Idaho Code § 43-701B, District has established a flat rate assessment of \$102.00 per year for tracts 7.06 acres or less in size for single-family dwellings, amounts which may be amended in the future in District's sole discretion.¹

¹ Additionally, as of the date of this Agreement, District assesses parcels greater than 7.06 acres or greater in size at a rate of \$14.25 per acre.

Nothing herein shall be deemed to be a waiver by the parties of the right to levy or challenge the levy of additional assessments under Idaho Code § 42-732.

7. **Inclusion of Roads.** As part of City's platting process, City shall designate the roads within each developer's properties as separate parcels subject to District's assessments (to cover irrigation that may occur on park strips located within the road right-of-way). Notwithstanding the foregoing, water must not be wasted and must be put to the beneficial use of irrigation to lands entitled to use of the water. Any public road parcel shall remain owned by City or a successor-in-interest who shall be responsible to pay assessments on such road parcels. Notwithstanding the foregoing, the number of acres assessed within the road parcels shall be used to true up any discrepancies between the assessment(s) for the developer's property prior to subdividing and the assessments for the developer's property after subdividing.
8. **Assessment Notices and Collections of Assessments.** Pursuant to Title 43 of the Idaho Code, District shall transmit assessment notices to each individual parcel owner or tract within the properties subject to this Agreement consistent with District's preferred method of transmitting such notices and shall be responsible for maintaining individual parcel owner lists for the properties subject to this Agreement. District shall be responsible for collecting assessments against each parcel within the developed property subject to this Agreement pursuant to Title 43, Chapter 7 of the Idaho Code.
9. **Delinquent Assessments.**
 - a. In the event a District assessment, or any part thereof, is not paid by a parcel owner subject to this Agreement, District may withhold delivery of water until the assessment, penalties, and interest are paid in full. For connections approved for delivery of water to more than one legal parcel previously authorized by District, non-payment of a District assessment by one elector will subject all parcels on the shared connection to curtailment until such delinquent assessment is paid in full.
 - b. In the event it becomes necessary to withhold delivery of water to a delinquent elector, District shall notify City of the need to shut off water to the parcel, and City shall thereafter proceed to shut off the applicable parcel(s) consistent with applicable City policies for curtailment of utilities.
 - c. In addition, District shall be entitled to all rights and remedies against the parcel owners of the properties subject to this Agreement as authorized by law for failure to pay an assessment.
10. **Water Right Disclosure.** City shall include the following Water Rights Disclosure on a plat for the properties subject to this Agreement, or a similar disclosure in substantially the same form:

Notice is hereby given that all parcels or property included in this plat are within the Idaho Irrigation District and that a suitable system for such

parcels or property shall be installed for delivery of surface water for irrigation purposes and is subject to that certain *City of Idaho Falls Subdivision Irrigation Water Agreement* recorded as Instrument No. _____ in the records of Bonneville County, Idaho, (as the same may be amended from time to time). The system installed has been approved by the City of Idaho Falls and the Idaho Irrigation District in compliance with Idaho Code § 31-3805. All property within the plat, including streets, will remain subject to assessments levied by the Idaho Irrigation District which shall be paid by the owners and their successors-in-interest of any parcels or property within this plat. The unpaid Idaho Irrigation District assessments are a lien on the land. Idaho Irrigation District may withhold delivery of water until the unpaid assessments (along with any associated penalties and interest) are paid in full. For connections approved for delivery of water to more than one legal parcel previously authorized by District, non-payment of a District assessment by one elector will subject all parcels on the shared connection to curtailment until such delinquent assessment is paid in full. All rights to vote in Idaho Irrigation District matters are held by owners and their successors-in-interest of any parcels or property within this plat. Pursuant to Title 43, Chapter 11 of the Idaho Code, a parcel owner may at a future date petition the Idaho Irrigation District for exclusion from the Idaho Irrigation District, but such exclusion, if granted, will result in loss of the ability to irrigate such parcel. Consistent with Idaho Code §§ 42-108 and 42-222, any change in the nature of use of surface water provided by an irrigation water delivery entity (such as the Idaho Irrigation District) must be authorized by the entity holding the water rights for the available surface water. As of the date of recording of this plat, the Idaho Irrigation District's address is 496 E. 14th St., Idaho Falls, Idaho 83404.

11. **Indemnification.** Subject to the limitations of Idaho law, including Article VIII section 4 of the Idaho Constitution and the Idaho Tort Claims Act (Idaho Code 6-901 *et seq.*), City agrees to defend, indemnify and hold harmless District, District's directors, officers, employees, agents, contractors, partners, and the heirs, personal representatives, successors, and assigns of each of them (hereinafter collectively referred to as "District") for purposes of City's covenants to indemnify in this Agreement) from and against all liabilities, penalties, costs, lost damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from the terms and performance of this Agreement specific to City's obligations to maintain the irrigation system within the developed property and deliver water within the developed property.
12. **Conflict Resolution.** In the event of any dispute relating to this Agreement or the breach thereof, excluding disputes related to irrigation delivery specifically addressed in paragraphs 3 and 4 herein, prior to filing a complaint to initiate litigation, the parties agree as follows:

- a. The parties will initially engage in good faith negotiation in an attempt to resolve the conflict cooperatively.
 - b. If the conflict is not resolved to the satisfaction of either party through good faith negotiation, the parties agree to submit such dispute to non-binding mediation to resolve the same.
- 13. **Change in Nature of Use of District Water Prohibited Without Consent.** Consistent with Idaho Code §§ 42-108 and § 42-222, any change in the nature of use of surface water provided by an irrigation delivery entity (such as District) must be authorized by the entity holding the water right(s) for the available surface water.
- 14. **Use of Water Is Under Oversight of District.** Nothing in this Agreement shall alter the authority and discretion of District to apportion, allocate, and distribute surface water as provided in Idaho Code § 67-6537.
- 15. **Miscellaneous.**
 - a. **Other City-owned Properties Not Subject to this Agreement.** This Agreement only applies to properties that require plats approved by the City after the effective date of this Agreement. It does not apply to other City-owned properties that are entitled to water from District and that do not require plat approval, such as ground water to surface water conversion projects for City parks and other City-owned open space areas.
 - b. **Attorney Fees.** If either party commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach hereof), the prevailing party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action.
 - c. **Merger.** This Agreement supersedes any and all other written or verbal agreements between the parties hereto. None of the parties shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - d. **Remedies Cumulative.** Upon any breach, any and all rights and remedies which either party may have under this Agreement or by operation of law or equity, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other. No such right or remedy, whether exercised by said party or not, shall be deemed to be in exclusion of any other right or remedy, any two or more of all such rights and remedies may be exercised at the same time or separately as desired.
 - e. **Amendments.** This Agreement may be amended only by a written instrument signed by the parties. Provided, however, the parties hereto shall negotiate

changes to this Agreement in good faith in response to issues identified through the exercise of the provisions of this Agreement.

- f. **Further Documents.** The parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
- g. **Enforceability.** The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no way affect the validity or enforcement of the remaining provisions, or any part hereof.
- h. **Governing Law.** This Agreement shall be governed by the laws of the State of Idaho.
- i. **Successors.** This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- j. **Recording.** This Agreement shall be recorded in the records of Bonneville County, Idaho, with City paying the cost of recording.

IN WITNESS WHEREOF, the parties have hereunto dated and subscribed their names.

"District"
IDAHO IRRIGATION DISTRICT

Dated: 4-9-2025

By: Alan D. Kelsch

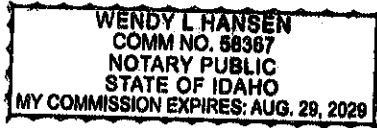
Its: Chairman

STATE OF IDAHO)
)ss.
County of BONNEVILLE)

This record was acknowledged before me on this 9th day of April, 2025, by Alan D. Kelsch in his capacity as the board chairman of the

Idaho Irrigation District.

Wendy Hansen
NOTARY PUBLIC FOR IDAHO
My commission expires: Aug. 29, 2029



"City"

CITY OF IDAHO FALLS

Dated: _____

By: _____

Its: _____

Attest: _____

By: _____

STATE OF IDAHO)
)ss.
County of BONNEVILLE)

This record was acknowledged before me on this _____ day of _____,
202__, by _____ as the _____
of the City of Idaho Falls, a political subdivision of the State of Idaho.

NOTARY PUBLIC FOR IDAHO
My commission expires: _____