



# City Council Agenda

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City of Idaho Falls  
Regular Council Meeting  
680 Park Avenue

**Thursday**  
**March 9, 2023**  
**7:30 p.m.**

**Mayor**

Rebecca Casper

**City Council**

Michelle Ziel-Dingman  
Council President

John Radford  
Council Seat 5

Jim Freeman  
Council Seat 6

Tom Hally  
Council Seat 3

Jim Francis  
Council Seat 4

Lisa Burtenshaw  
Council Seat 2



Livestream at [www.idahofallsidaho.gov/429/Live-Stream](http://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, property 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](mailto: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](mailto: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, March 9, 2023

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.

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

#### A. Office of the Mayor

- 1) Appointments to City Boards, Committees and Commissions **21-816**  
Attached please find memoranda from Director PJ Holm in reference to the respective appointment to the following boards, commissions, and committees:

Name	Expires	Status
Tanner Fannesbeck	12/31/2026	Appointment: War Bonnet Round Up Advisory Committee

**Attachments:** Memorandum.pdf  
Citizen Application.pdf

#### B. Idaho Falls Power

- 1) IFP 23-13 and 23-15 Rip Rap Installation at the Gem State and Upper Plants **21-817**  
Idaho Falls Power (IFP) solicited bids from qualified contractors to install rip rap at the Gem State and Upper Plants. Rip rap is rock material that protects the shoreline structures against scour and erosion. The winter weather has caused a lot of ice erosion. The total amount to install rip rap at Gem State is \$34,900 and the total amount to install rip rap at the Upper Plant on the right dike is \$104,475 for a total not-to-exceed amount of \$139,375.00. IFP received three bids with Sunroc Corporation, dba Depatco being the lowest responsive, responsible bidder.  
**Attachments:** 20230202 RipRap Gem State and Upper Plants - Depatco s.pdf
- 2) Sourcewell Quote 120320-FZC Electric Zamboni Kendrick Equipment **21-818**  
Idaho Falls Power (IFP) issued a request for quotes for an all-electric Zamboni for the Mountain American Center (MAC) to be used for ice clearing and maintenance for the center while also providing

Idaho Falls Power with energy education and marketing opportunities for the utility's energy programs. IFP will retain the advertising rights at the MAC by wrapping the Zamboni to promote its services including promoting Electric Powered Technology.

**Alignment with City & Department Planning Objectives**

**Attachments:** 20230309 Electric Zamboni Sourcwell - Kendrick Equipment LLC.pdf

**3) Resolution Amending the Idaho Falls Power Service Policy 21-820**

Idaho Falls Power (IFP) staff and board members review and discuss the utility's Service Policy annually to make any necessary additions, modifications, or updates to ensure the living document remains a useful and relevant tool for customers.

**Attachments:** 2023 IFP Service Policy Resolution - Redline - Clean - Drawings.pdf

**C. Municipal Services**

**1) Treasurer's Report for December 2022 21-813**

A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending December 2022, total cash, and investments total \$152.6M. Total receipts received and reconciled to the general ledger were reported at \$16.9M, which includes revenues of \$12.0M and interdepartmental transfers of \$4.9M. Total distributions reconciled to the general ledger were reported at \$18.4M, which includes salary and benefits of \$6.1M, operating costs of \$7.4M and interdepartmental transfers of \$4.9M. As reported in the attached investment report, the total investments reconciled to the general ledger were reported at \$141.7M.

**Attachments:** December Treasurer's Report.pdf

**2) Bid IF-23-07, Purchase of Chlorine 150-pound Cylinders for Public Works 21-814**

This purchase of a quantity of 150-pound chlorine cylinders will be used to support water division projects.

**Attachments:** Bid IF-23-07 150-Pound Chlorine Cylinders.pdf

**3) 2022-23 Third Quarter Impact Fee Report 21-823**

Ordinance 3446 requires quarterly and annual reports to be provided to the Impact Fee Advisory Committee and Council. The attached report summarizes the impact fee activity for the third quarter beginning December 1, 2022 through February 28, 2023.

**Attachments:** 12-1-22 to 2-28-23 - Fee Payments Received and Outstanding.pdf  
Third Quarter Summary Report.pdf

**D. Public Works**

**1) Bid Award - Seal Coats 2023 21-821**

On Wednesday, March 1, 2023, bids were received and opened for the Seal Coats 2023 project. The tabulation of bid results is attached. The purpose of the proposed bid award is to contract with the



lowest bidder to perform seal coating on various city streets.

**Attachments:** STR-2023-03 Bid Tab.pdf

**2) Bid Award - Pancheri Sewer Lift Station Improvements 21-822**

On Wednesday, March 1, 2023, bids were received and opened for the Pancheri Sewer Lift Station Improvements project. The tabulation of bid results is attached. The purpose of the proposed bid award is to rehabilitate the existing Pancheri sanitary sewer lift station.

**Attachments:** SWR-2023-10 Bid Tab.pdf

**E. Office of the City Clerk**

**1) License Applications, all carrying the required approvals**

Action Item:

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

**5. Regular Agenda.**

**A. Idaho Falls Power**

**1) TEA Energy Authority WSPP Agreements Trade Confirmation Nos. 1206812-3 21-815**

Idaho Falls Power requests ratification of these power trade agreements with TEA Energy Authority to purchase 10-MW of peak load energy for \$2,088,240 and sell 10-MWs of peak load energy at Mid-C Index pricing for the time period of July 1, 2023 - September 30, 2023. These two transactions price hedge the index priced purchase from Bonneville Power Administration that was previously entered into in order to reduce market price exposure for customers.

**Action Item:**

Ratify TEA Energy Authority's WSPP Agreements for Trade Confirmation Nos. 1206812-3 for a total purchase amount of \$2,088,240.00, (or take other action deemed appropriate).

**Attachments:** 2023 2015 TEA WSPP Agreements 1206812-3.pdf

**6. Announcements.**

**7. Adjournment.**

File #: 21-816

City Council Meeting

**FROM:** Bud Cranor

**DATE:** Tuesday, February 28, 2023

**DEPARTMENT:** Mayor's Office

## Subject

Appointments to City Boards, Committees and Commissions

## Council Action Desired

☐ Ordinance

☐ Resolution

☐ Public Hearing

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

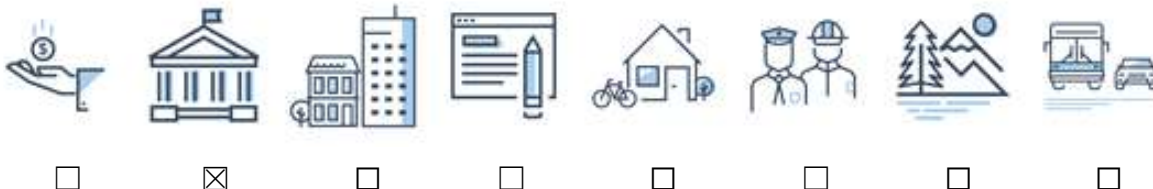
Give consent to the appointment of Tanner Fannesbeck to serve on the War Bonnet Round Up Advisory Committee as listed below (or take other action deemed appropriate).

## Description, Background Information & Purpose

Attached please find memoranda from Director PJ Holm in reference to the respective appointment to the following boards, commissions, and committees:

Name	Expires	Status
Tanner Fannesbeck	12/31/2026	Appointment: War Bonnet Round Up Advisory Committee

## Alignment with City & Department Planning Objectives



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

## Interdepartmental Coordination

N/A

**Fiscal Impact**

Any activities for this committee will be accounted for pursuant to Title II of the City Code, and any funded activities will come from the related department budget. The amount anticipated for this would be considered negligible.

**Legal Review**

N/A



## MEMORANDUM

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**TO:** Bud Cranor, Chief of Staff

**FROM:** PJ Holm, Director, Parks and Recreation Department

**DATE:** February 6, 2023

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

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The Parks and Recreation Department respectfully submits the following name for consideration for appointment to the War Bonnet Advisory Committee.

Tanner Fonnesbeck. The term would be three years expiring in 2026.

Respectfully,

PJ Holm



**City of Idaho Falls**  
**Boards, Committees and Commissions**  
**Citizen Application**

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

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

Name:	Tanner Fannesbeck		
Mailing Address:	815 8th St		
City, State, Zip:	Idaho Falls, ID		
Email Address:	t.fannesbeck@bankofidaho.net		
Daytime Phone:	208-521-4624	<input checked="" type="checkbox"/> Message?	<input checked="" type="checkbox"/> Text?
Evening Phone:	208-521-4624	<input type="checkbox"/> Message?	<input checked="" type="checkbox"/> Text?
Cell Phone:	208-521-4624	<input checked="" type="checkbox"/> Message?	<input checked="" type="checkbox"/> Text?

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

I have a passion for Agriculture and the Rodeo industry. I grew up going to the War Bonnet, and would like to help it continue to thrive and grow. Whether it is as a board member for the War Bonnet, or as an advisor to them, I feel that I can bring experience in my knowledge of rodeo, and in working with animals. I also have a drive to help Idaho Falls have sustainable growth, and bring greater awareness to the amazing events and businesses that are in Eastern Idaho.

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

I grew up with a rural background and participated in Rodeos most of my life. I mostly participate in team roping. I have a great deal of experience working with animals. I currently am an owner of 4 horses, and work in training them as race horses. Training the horses has given me lots of knowledge around animal behavior, and their welfare. Additionally, I have a B.S. degree in Agribusiness with a minor in Beef Production.

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

B.S. in Agribusiness with minor in Beef Production from BYU-Idaho.

I currently own and train race horses for both chariot racing and flat track racing.

**FOR OFFICE USE ONLY:**

Date received by Mayor's Office:

Date appointed:

City Division(s) application forwarded to:

Board, Committee or Commission appointed to:

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

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

# Memorandum

File #: 21-817

City Council Meeting

**FROM:** Bear Prairie, General Manager  
**DATE:** Tuesday, February 28, 2023  
**DEPARTMENT:** Idaho Falls Power

## Subject

IFP 23-13 and 23-15 Rip Rap Installation at the Gem State and Upper Plants

## Council Action Desired

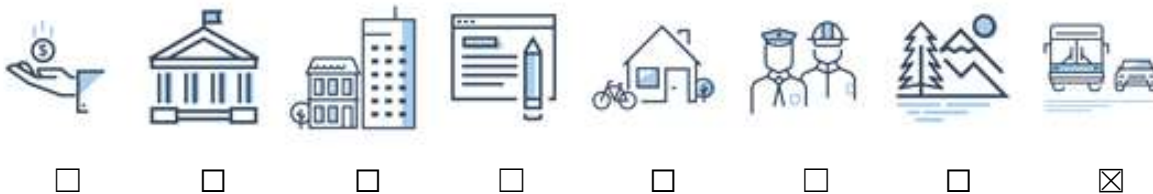
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the bid awards to Sunroc Corporation of Utah, dba Depatco Inc. of Idaho Falls, Idaho to install rip rap at the Gem State and Upper Plants for a total of \$139,375.00 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

Idaho Falls Power (IFP) solicited bids from qualified contractors to install rip rap at the Gem State and Upper Plants. Rip rap is rock material that protects the shoreline structures against scour and erosion. The winter weather has caused a lot of ice erosion. The total amount to install rip rap at Gem State is \$34,900 and the total amount to install rip rap at the Upper Plant on the right dike is \$104,475 for a total not-to-exceed amount of \$139,375.00. IFP received three bids with Sunroc Corporation, dba Depatco being the lowest responsive, responsible bidder.

## Alignment with City & Department Planning Objectives



This action supports our readiness for reliable public infrastructure by maintaining and improving aging infrastructure to ensure long-term reliability. This action also supports the threat to reliability element of the IFP Strategic Plan.

## Interdepartmental Coordination

The City Attorney Department

## Fiscal Impact

This work is budgeted for in the 2022/23 Idaho Falls Power CIP budget.



**Legal Review**

The City Attorney concurs that these agreements are within state statute.

11/1/23

Idaho Falls Power												
Project: Gem State Rip Rap					Number:							
Submitted: Jason Cooper, Senior Civil Engineer					Date: February 8, 2023							
Description		Estimated Quantity	Unit	Bidder		Bidder		Bidder				
					Total Amount		Total Amount No response	HK	Total Amount No response			
1	Gem Sate Rip Rap	1		1	Depatco	\$34,900.00		Knife River				
	Acknowledgement of Addendums Yes/No	N/A			N/A			N/A			N/A	
Project: Gem State Rip Rap						\$34,900.00						
				Recommended award Depatco				\$34,900.00				

## **CONSTRUCTION AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho (hereinafter "CITY"), and Sunroc Corporation, a Utah Corporation, doing business as Depatco, (hereinafter "CONTRACTOR") 901 Pier View Drive, Suite #201, Idaho Falls, ID 83402 (hereinafter "Agreement")

### **WITNESSETH:**

WHEREAS, pursuant to the invitation of CITY to install rip rap at the Gem State Hydroelectric Project (the "Project"), CONTRACTOR did, in accordance therewith file with CITY a proposal containing an offer which was invited by said notice; and

WHEREAS, CITY has determined that that CONTRACTOR was the lowest responsive responsible bidder.

NOW THEREFORE, the parties to this Agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

### **SECTION 1 PROJECT DOCUMENTS**

The Project Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed include this Agreement and the Project Plans attached to this Agreement as Exhibit "A" and incorporated in this Agreement by this reference.

### **SECTION 2 SCOPE OF WORK**

CONTRACTOR shall perform all services necessary to complete the entire work described in the Project Documents, in accordance with the plans and specifications established for this Project, except where specifically indicated in the Project Documents to be the responsibility of others.

### **SECTION 3 PROJECT TIME / SUBSTANTIAL COMPLETION**

The work to be performed pursuant to this Agreement shall be substantially complete on or before August 4, 2023, unless adjustment of the Project completion time is made in accordance with the provisions of the Project Documents. Project completion time shall be measured from the date of commencement. The date of commencement shall be the later of:

1. The effective date of the contract; or
2. the date CONTRACTOR is given access to the Project site.

#### **SECTION 4 NOT-TO-EXCEED AMOUNT**

CITY shall pay CONTRACTOR for completion of work in accordance with the Project Documents in current funds, the not-to-exceed amount of thirty-four thousand, nine hundred dollars and zero cents (\$34,900.00).

This not-to-exceed amount is based upon the estimate from CONTRACTOR dated February 7, 2023 and attached to this Agreement as Exhibit "B" and incorporated herein by this reference.

#### **SECTION 5 FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the not-to-exceed amount, shall be made by CITY to CONTRACTOR when CONTRACTOR has fully performed the Agreement except for CONTRACTOR's responsibility to correct Work, and to satisfy other requirements, if any, which extend beyond final payment.

#### **SECTION 6 INDEPENDENT CONTRACTOR**

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

#### **SECTION 7 CONTRACTOR'S RESPONSIBILITIES**

1. Permits; Contractor shall obtain and comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder as may be required by the local jurisdiction.
2. Work in the Right-of-Way. During any period of relocation, construction, or maintenance in the public easement or Right-of-Way, Contractor shall comply with all applicable public health and safety rules and regulations, as required by and law, statute, regulation, ordinance, or resolution of any jurisdiction, regulator, agency, or authority of the City, state, or federal government.

#### **SECTION 8 HOLD HARMLESS INDEMNIFICATION**

In addition to other rights granted CITY by the Project Documents, CONTRACTOR shall indemnify and save harmless CITY, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person,

persons, or property on account of the negligent operations of CONTRACTOR or its subcontractors; or on account of or in consequence of any neglect in safeguarding the Work.

Within the limits of the Idaho Tort Claims Act and the Idaho Constitution, CITY agrees to indemnify, defend, and hold harmless CONTRACTOR and its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for the acts or omission of CITY and its officers, agents, and employees, in performance of this Agreement.

## **SECTION 9 CONFLICT OF INTEREST**

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct, or indirect, in the Project which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to CITY.

## **SECTION 10 ENTIRE AGREEMENT, MODIFICATION, AND ASSIGNABILITY**

This Agreement and Project Documents hereto contain the entire Agreement between the parties for this subject matter, and no other statements, promises, or inducements made by either party, or agents of either party are valid or binding. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder other than as contemplated by the Project Documents, without the prior written consent and express authorization of CITY.

## **SECTION 11 ADHERENCE TO LAW REQUIRED**

All applicable local, state, and federal statutes and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. CONTRACTOR and CONTRACTOR's surety shall indemnify and save harmless CITY and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations by CONTRACTOR.

CITY shall not terminate this Agreement for a minor or immaterial violation of the law.

## **SECTION 12 LEGAL FEES / JURISDICTION AND VENUE**

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

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

### **SECTION 13 NON-DISCRIMINATION**

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

Nothing in this section shall require CONTRACTOR to go beyond the reasonable accommodation requirements of the Americans with Disabilities Act in regards to accommodating any employee or applicant for employment.

### **SECTION 14 ANTI-BOYCOTT AGAINST ISRAEL ACT.**

Pursuant to Idaho Code section 67-2346, if payments under this AGREEMENT exceed one hundred thousand dollars (\$100,000) and CONTRACTOR employs ten (10) or more persons, CONTRACTOR certifies that it is not currently engaged in, and shall not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code section 67-2346 shall have the meaning defined therein.

### **SECTION 15 SPECIAL WARRANTY**

CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. CONTRACTOR further declares that no improper personal, political, or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void.

### **SECTION 16 COMMUNICATIONS**

Written notice as are required by this Agreement shall be satisfied by mailing, emailing, or by personal delivery to the parties at the following mailing addresses:

CONTRACTOR:  
Sunroc Corp, dba Depatco  
901 Pier View Drive Suite #201  
Idaho Falls, ID 83402

Office (208) 458-4000  
Fax (208) 458-4043  
Email [crushton@depatco.com](mailto:crushton@depatco.com)

CITY:  
Jason Cooper  
140 S. Capital Ave.  
Idaho Falls, ID 83402  
(208) 612-8573  
[jcooper@ifpower.org](mailto:jcooper@ifpower.org)

Neither CITY's nor CONTRACTOR's representative shall be changed without ten (10) days prior written notice to the other party.

## **SECTION 17 INSURANCE AND BOND REQUIREMENTS**

CONTRACTOR shall purchase and maintain insurance and provide performance and payment bonds as specified in Project Documents.

## **SECTION 18 CITY'S RIGHT FOR TERMINATION OR SUSPENSION**

1. Termination of the Construction Agreement for Default. Without limitation to any of CITY's other rights or remedies at law or in equity, and reserving to itself all rights to losses related thereto, CITY shall have the right to terminate this Agreement, in whole or in part, upon the failure of CONTRACTOR to promptly cure any default within fourteen (14) days of CITY's written notice to CONTRACTOR. CITY's election to terminate the Agreement for default shall be communicated by giving CONTRACTOR a written notice of termination. Any notice of termination given to CONTRACTOR by CITY shall be effective immediately, unless otherwise provided.
2. Suspension by City for Convenience. CITY may, at any time and from time to time, without cause, order CONTRACTOR, in writing, to suspend, delay, or interrupt the Project in whole or in part for such period of time, as CITY may determine, up to an a period of five (5) days. The period of suspension shall be computed from the date of the written order.

Upon receipt of a Suspension Order, CONTRACTOR shall, at CITY's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Project covered by the Suspension Order during the period of the Suspension Order.

Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by CONTRACTOR and CITY, CITY shall either

- a. cancel the Suspension Order; or



- b. delete the portion of the Project covered by the Suspension Order by issuing a change order.

If a Suspension Order is canceled or expires, CONTRACTOR shall resume and continue with the Project. A change order shall be issued to cover any adjustments of the not-to-exceed amount or the Project Time necessarily caused by such suspension. The provisions of this section shall not apply if an order to stop or suspend work is not issued by CITY.

A Suspension Order shall not be required to stop the Work as permitted or required under any other provision of the Project Documents.

- 3. Termination Without Cause. CITY shall have the option, at its sole discretion and without cause, of terminating this Agreement in part or in whole by giving thirty (30) days written notice to CONTRACTOR. CONTRACTOR agrees to accept such sums as allowed under this section as its sole and exclusive compensation and waives any claim for other compensation or losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of any kind.

Following such termination and within forty-five (45) days after receipt of a billing from CONTRACTOR seeking payment of sums authorized by this section, CITY shall pay to CONTRACTOR as its sole compensation for performance of the Project the following:

- a. For Work Performed. The amount of the not-to-exceed amount allocable to the portion of the Project properly performed by CONTRACTOR as of the date of termination, less sums previously paid to CONTRACTOR.
  - b. For Close-out Costs. Reasonable costs of CONTRACTOR and its Subcontractors and Sub-subcontractors for:
    - i. Demobilizing, and
    - ii. administering the close-out of its participation in the Project (including, without limitation, all billing and accounting functions, not including attorney or expert fees) for a period of no longer than thirty (30) days.
  - c. For Fabricated Items. Previously unpaid cost of any items delivered to the Project site which were fabricated for subsequent incorporation in the Project.
  - d. As a liquidated damage, CITY shall pay CONTRACTOR six percent (6%) of the remaining sums less the amount paid and owed for work performed and for Close-out Costs.
- 4. Subcontractors. CONTRACTOR shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by CONTRACTOR on terms that are consistent with this Agreement and that afford no greater rights of recovery against CONTRACTOR than are afforded to CONTRACTOR under this section.

5. CONTRACTOR's Duties Upon Termination. Upon receipt of a notice of termination for default or for convenience, CONTRACTOR shall, unless the notice directs otherwise, do the following:
- a. Immediately discontinue the Project to the extent specified in the notice;
  - b. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Project as is not discontinued;
  - c. Provide to CITY a description, in writing no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and agreements that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Project covered and a copy of the subcontract, purchase order or agreement and any written changes, amendments or modifications thereto, together with such other information as CITY may determine necessary in order to decide whether to accept assignment of or request CONTRACTOR to terminate the subcontract, purchase order or Agreement;
  - d. Promptly assign to CITY those subcontracts, purchase orders or agreements, or portions thereof, that CITY elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or agreements, or portions thereof, that CITY does not elect to accept by assignment; and
  - e. Thereafter do only such work as may be necessary to preserve and protect the Project already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

## **SECTION 19**

### **CONTRACTOR'S RIGHT FOR TERMINATION**

1. Termination for Cause. CONTRACTOR may terminate this Agreement for cause only upon the occurrence of one (1) of the following:
- a. For Work Stoppage. The Work is stopped for sixty (60) consecutive days, through no act or fault of CONTRACTOR, any Subcontractor, or any employee or agent of CONTRACTOR or any Subcontractor, due to issuance of an order of a court or other public authority, other than CITY, having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
  - b. For City's Non-Payment. If CITY does not make payment of sums that are not in good faith disputed by CITY and does not cure such default within fourteen (14) days after receipt of notice from CONTRACTOR, then upon an additional fourteen (14) days' notice to CITY, CONTRACTOR may terminate the Agreement.

2. Damages to CONTRACTOR. In the event of termination for cause by CONTRACTOR, CITY shall pay CONTRACTOR the sums provided for in Section 16.3 above. CONTRACTOR agrees to accept such sums as its sole and exclusive compensation and agrees to waive any claim for other compensation or losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect and incidental damages, of any kind.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated above.

ATTEST:

“CITY”

City of Idaho Falls, Idaho

By \_\_\_\_\_

Corinn Wilde, City Clerk

By \_\_\_\_\_

Rebecca L. Noah Casper, Mayor

“CONTRACTOR”

Sunroc Corp, dba Depatco



By \_\_\_\_\_

Greg Stoddard

STATE OF IDAHO )

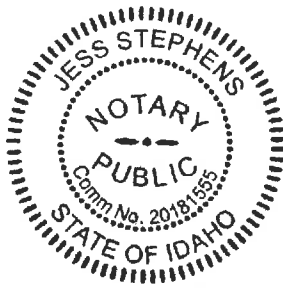
) ss.

County of Bonneville )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, a municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

(Seal)



Notary Public of Idaho

Residing at: Fremont

My Commission Expires: 6/01/2024

STATE OF Idaho

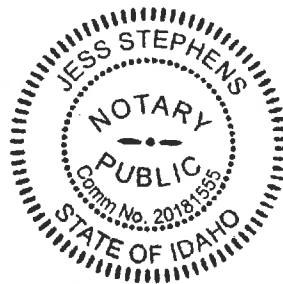
) ss:

County of Fremont

On this 20<sup>th</sup> day of February, 2023, before me, the undersigned, a notary public, in and for said State, personally appeared Greg Stoddard known or identified to me to be the Contractor and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said Suncroc Corp, dba Depatco

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

(Seal)



Jess Stephens

Notary Public of Idaho

Residing at: Fremont

My Commission Expires: 6/01/2024



## Exhibit "A"



Exhibit “B”

**Idaho Falls Power  
Gem State Rip Rap**

Idaho Falls Power  
140 South Capital Ave.  
IDAHO FALLS, IDAHO 83402  
PHONE: (208) 612-8354

QUOTATION NUMBER: Q23-1518 January 2023

Would you please quote us a price on the following project: Idaho Falls Power Upper Plant Right Dike Rip Rap. These quotations will be received at the office of Idaho Falls Power, Attention: Jason Cooper, 140 South Capital, Idaho Falls, ID 83402, or via email: jcooper@ifpower.org, until 1:00 p.m. February 8, 2023. This request for quotes is per Idaho Code 67-2806 (1)

Your quotes may be sent via mail, or e-mail. If your proposal is via e-mail please send to: jcooper@ifpower.org. If your proposal is mailed the envelope should be addressed as follows:

QUOTATION NUMBER: Q23-15DATE: 2/7/2023

Idaho Falls Power  
Attention: Jason Cooper  
140 South Capital Ave.  
Idaho Falls, ID 83402

Please designate firm name and address on the following lines:

Sunco Corp. Ha Depato  
801 Pier View Drive #201  
Idaho Falls, ID 83402

GENERAL:

The intention of the specifications is to describe the project in sufficient detail to secure comparable quotes. Deviations from the specification are as follows:

1.3 B. Testing will not be required.

2.1 B. The durability absorption ratio is waived.

3.1 No surface preparation is required. The ne rip rap is to be placed and "keyed in" to the existing rip rap.

The purpose of the exhibit is to give a general location of the project and location of rip rap placement. The final location of the rip rap placement on the dike will be done in the field.

The drive surface of the dike and the non-water side of the dike must be returned to original conditions after the rip rap has been placed.

Proposal to be submitted on forms furnished.



The project must be completed by August 4, 2023. The contractor to provide all labor, materials and equipment to complete the project.

DELIVERY:

Submittals must be complete to be considered

BASIS OF AWARD:

Proposals will be evaluated and the award will be made on the basis of price, features and delivery date which will best serve the interests and requirements of the City of Idaho Falls. The right is reserved to accept or reject quotations on each item separately or as a whole. Those proposing are required to have a public works license. Proposals received without the signature of a company representative will be considered invalid.

The City of Idaho Falls reserves the right to accept or reject any or all proposals, to waive any or all proposals, to waive any informalities and irregularities in said proposals, and to accept individual items.

## SECTION 02273

### RIPRAP

#### PART 1 -- GENERAL

##### 1.1 THE REQUIREMENT

A. The Contractor shall provide riprap, including associated earthwork, complete and in place, in accordance with the Contract Documents.

##### 1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

###### A. Commercial Standards (Other standards may also apply):

ASTM C 88-05	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 535-12	Standard Test Method for Resistance to Degradation of Large Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
AASHTO T 85-10	Standard Method of Test for Specific Gravity and Absorption of Coarse Aggregate
AASHTO T 103-08	Standard Method of Test for Soundness of Aggregates by Freezing and Thawing
AASHTO T 210-05	Standard Method of Test for Aggregate Durability Index.

##### 1.3 CONTRACTOR SUBMITTAL

A. Furnish submittals in accordance with Section 01300 – Contractor Submittals.

B. Testing certificates from a qualified testing agency shall be submitted prior to acceptance of the rock source to verify the conformity to the requirements of the Contract Documents

#### PART 2 -- PRODUCT

##### 2.1 STONES FOR RIPRAP

A. Stone sizes shall be as listed below, and well-graded within these limits. Stones which pass these limits but are otherwise notably gap-graded will not be permitted:

Percent Passing	Diameter (ft)	
	Upper Limit	Lower Limit
D <sub>15</sub>	0.50	0.33
D <sub>50</sub>	1.33	1.00
D <sub>100</sub>	1.75	1.25

B. The durability index and percent absorption shall be determined by AASHTO T 210 and AASHTO T 85, respectively. The stones shall meet the following requirements for durability absorption ratio:

Durability Absorption Ratio	Acceptability
Greater than 23	Passes
10 to 23	Passes only if Durability Index is 52 or greater
Less than 10	Fails
Durability Absorption Ratio	Durability Index (Coarse) % absorption + 1

C. The minimum apparent specific gravity of the stones shall be 2.60 as determined by AASHTO T 85.

D. Stones shall have less than 10 percent loss of weight after five cycles, when tested per ASTM C 88.

E. Stones shall have a wear not greater than 40 percent, when tested per ASTM C 535.

F. Neither the breadth nor thickness of any piece of riprap shall be less than one-third its length. Material shall be of shapes which will form a stable protection structure of required depth. Rounded boulders or cobbles shall not be used.

G. Control of gradation shall be by visual inspection. The Contractor shall furnish a sample of the proposed gradation of at least 5 tons or 10 percent of the total riprap weight, whichever is less. If approved, the sample may be incorporated into the finished riprap at a location where it can be used as a frequent reference for judging the gradation of the remainder of riprap. Any difference of opinion between the Engineer and the Contractor shall be resolved by dumping and checking the gradation of two random truckloads of stones. Arranging for and the costs of mechanical equipment, a sorting site, and labor needed in checking gradation shall be the Contractor's responsibility.

H. The acceptability of the stones will be determined by the Engineer prior to placement.

## **PART 3 -- EXECUTION**

### **3.1 SURFACE PREPARATION**

A. Surfaces to receive riprap shall be smooth and firm, free of objectionable material, and shall be brought to the line and grade as required.

B. Spot checks are required of the engineered filter material of the dike in locations where the riprap has been removed by erosion. Partial-erosion will also warrant investigation where only the largest riprap elements remain. If less than 1 ft, as measured perpendicular to the slope, of the filter material exists, the extent of the eroded area shall be determined and new filter material shall be added to achieve this minimum thickness. The filter material shall be crushed rock from a site approved by the Engineer; stripped of all organic and similarly unsuitable material; and have the following gradation:

Sieve Size	Percentage Passing
3 in.	100
2 in.	85
1 in.	70-85
3/4 in.	55-70
No. 4	25-55
No. 20	12-25
No. 200	0-5

### 3.2 PLACEMENT OF RIPRAP

A. Riprap shall be placed to its full course thickness in one operation and in such a manner as to avoid displacing the underlying material. Riprap shall be machine and hand placed. Dumping or similar methods likely to cause segregation will not be permitted.

B. The larger stones shall be well distributed and the entire mass of stone shall be roughly graded to conform to the approximate gradation specified above. All material going into riprap shall be so placed and distributed that there shall be no large accumulation or area composed largely of either the larger or smaller sizes of stone.

C. Placement shall start from the base of the slope, moving upslope. In no case shall stones weighing more than 100 lbs. be allowed to roll downslope. Height of drop for stones less than 250 lbs. shall be less than three feet, and stones greater than 250 lbs. shall be placed with no free fall.

D. Hand placing or rearranging of individual stones by mechanical equipment may be required to the extent necessary to secure the results specified.

E. The riprap thickness shall be at least 2 ft thick, as measured perpendicular to the slope.

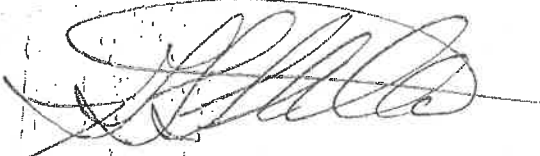
- END OF RIPRAP -

**Itemized Quote:**

Upper Plant Right Dike Rip Rap				
Line Item	Unit	QTY	Unit Price	Total
Mobilization	LS	1	\$ 1200.00	\$ 1,200.00
Place rip rap	CY	500	\$ 64.40	\$ 32,200.00
Repair damaged areas of dike, as needed	LS	1	\$ 1500.00	\$ 1,500.00
			Total	\$ 34,900.00

**SIGNATURE PAGE:**

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



Representative's Signature

*208.458.4000*

Telephone

*208.458.4043*

Fax Telephone

*2/7/2023*

Date

*Sunroc Corp. dba Depatco*

Company

*901 Pier View Drive #201*

Address

*Idaho Falls*

City

*Idaho*

State

*83402*

Zip Code

Brad Little  
Governor

State of Idaho  
Division of Occupational and Professional Licenses  
PUBLIC WORKS CONTRACTORS LICENSING  
CONTRACTOR

PWC-C-17452 - UNLIMITED - 1-2-4  
License Number

11/26/2008

Original License Issued

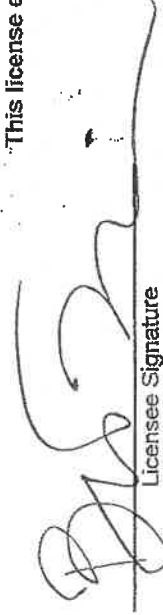
Categories: 02319, 02850, 02855, 01550, 02720, 01107, 02110, 02310, 02840, 02318, 02761, 01570, 02955, 02317, 02270, 02230, 02910, 03370

This is to certify that

**SUNROC CORPORATION**

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45  
and is hereby granted this certificate.

This license expires: 11/30/2023

  
Licensee Signature



Russell Barron, Administrator



**Quote For: DePatco - Quote ID: TSR006298 (cont.)**

**Add'l Terms:** Pricing reflects a non-certified project. If this is a certified job, current prices are invalid.

\_\_\_\_\_  
Taylor Ferrin  
Traffic Safety Rentals Inc.  
Date

2/8/2023

Visit Our Website at [www.trafficsafetyrentals.com](http://www.trafficsafetyrentals.com)

**Accepted By:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

11/11/23

Idaho Falls Power											
Project: Upper Plant Right Dike Rip Rap						Number:					
Submitted: Jason Cooper, Senior Civil Engineer						Date: February 2, 2023					
Description		Estimated Quantity	Unit	Bidder		Bidder		Bidder		Bidder	
Upper Plant Right Dike											
1 Rip Rap		1		1	Depatco	Total Amount	\$104,475.00	Knife River	Total Amount	HK	Total Amount
Acknowledgement of Addendums Yes/No		N/A			N/A			N/A		N/A	
Project: Upper Plant Right Dike Rip Rap						\$104,475.00			\$109,400.00		\$106,380.00
Recommended award Depatco											
						\$104,475.00			\$104,475.00		

## **CONSTRUCTION AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho (hereinafter "CITY"), and Sunroc Corporation, a Utah Corporation, doing business as Depatco, (hereinafter "CONTRACTOR") 901 Pier View Drive, Suite #201, Idaho Falls, ID 83402 (hereinafter "Agreement")

### **WITNESSETH:**

WHEREAS, pursuant to the invitation of CITY to install rip rap at the Upper Plant Right Dike (the "Project"), CONTRACTOR did, in accordance therewith file with CITY a proposal containing an offer which was invited by said notice; and

WHEREAS, CITY has determined that that CONTRACTOR was the lowest responsive responsible bidder.

NOW THEREFORE, the parties to this Agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

### **SECTION 1 PROJECT DOCUMENTS**

The Project Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed include this Agreement and the Project Plans attached to this Agreement as Exhibit "A" and incorporated in this Agreement by this reference.

### **SECTION 2 SCOPE OF WORK**

CONTRACTOR shall perform all services necessary to complete the entire work described in the Project Documents, in accordance with the plans and specifications established for this Project, except where specifically indicated in the Project Documents to be the responsibility of others.

### **SECTION 3 PROJECT TIME / SUBSTANTIAL COMPLETION**

The work to be performed pursuant to this Agreement shall be substantially complete on or before August 4, 2023, unless adjustment of the Project completion time is made in accordance with the provisions of the Project Documents. Project completion time shall be measured from the date of commencement. The date of commencement shall be the later of:

1. The effective date of the contract; or
2. the date CONTRACTOR is given access to the Project site.

#### **SECTION 4 NOT-TO-EXCEED AMOUNT**

CITY shall pay CONTRACTOR for completion of work in accordance with the Project Documents in current funds, the not-to-exceed amount of one hundred four thousand, four hundred seventy-five and zero cents (\$104,475.00).

This not-to-exceed amount is based upon the estimate from CONTRACTOR dated February 1, 2023 and attached to this Agreement as Exhibit "B" and incorporated herein by this reference.

#### **SECTION 5 FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the not-to-exceed amount, shall be made by CITY to CONTRACTOR when CONTRACTOR has fully performed the Agreement except for CONTRACTOR's responsibility to correct Work, and to satisfy other requirements, if any, which extend beyond final payment.

#### **SECTION 6 INDEPENDENT CONTRACTOR**

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

#### **SECTION 7 CONTRACTOR'S RESPONSIBILITIES**

1. Permits; Contractor shall obtain and comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder as may be required by the local jurisdiction.
2. Work in the Right-of-Way. During any period of relocation, construction, or maintenance in the public easement or Right-of-Way, Contractor shall comply with all applicable public health and safety rules and regulations, as required by and law, statute, regulation, ordinance, or resolution of any jurisdiction, regulator, agency, or authority of the City, state, or federal government.

#### **SECTION 8 HOLD HARMLESS INDEMNIFICATION**

In addition to other rights granted CITY by the Project Documents, CONTRACTOR shall indemnify and save harmless CITY, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person,

persons, or property on account of the negligent operations of CONTRACTOR or its subcontractors; or on account of or in consequence of any neglect in safeguarding the Work.

Within the limits of the Idaho Tort Claims Act and the Idaho Constitution, CITY agrees to indemnify, defend, and hold harmless CONTRACTOR and its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for the acts or omission of CITY and its officers, agents, and employees, in performance of this Agreement.

## **SECTION 9 CONFLICT OF INTEREST**

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct, or indirect, in the Project which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to CITY.

## **SECTION 10 ENTIRE AGREEMENT, MODIFICATION, AND ASSIGNABILITY**

This Agreement and Project Documents hereto contain the entire Agreement between the parties for this subject matter, and no other statements, promises, or inducements made by either party, or agents of either party are valid or binding. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder other than as contemplated by the Project Documents, without the prior written consent and express authorization of CITY.

## **SECTION 11 ADHERENCE TO LAW REQUIRED**

All applicable local, state, and federal statutes and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. CONTRACTOR and CONTRACTOR's surety shall indemnify and save harmless CITY and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations by CONTRACTOR.

CITY shall not terminate this Agreement for a minor or immaterial violation of the law.

## **SECTION 12 LEGAL FEES / JURISDICTION AND VENUE**

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

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

### **SECTION 13 NON-DISCRIMINATION**

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

Nothing in this section shall require CONTRACTOR to go beyond the reasonable accommodation requirements of the Americans with Disabilities Act in regards to accommodating any employee or applicant for employment.

### **SECTION 14 ANTI-BOYCOTT AGAINST ISRAEL ACT.**

Pursuant to Idaho Code section 67-2346, if payments under this AGREEMENT exceed one hundred thousand dollars (\$100,000) and CONTRACTOR employs ten (10) or more persons, CONTRACTOR certifies that it is not currently engaged in, and shall not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code section 67-2346 shall have the meaning defined therein.

### **SECTION 15 SPECIAL WARRANTY**

CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. CONTRACTOR further declares that no improper personal, political, or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void.

### **SECTION 16 COMMUNICATIONS**

Written notice as are required by this Agreement shall be satisfied by mailing, emailing, or by personal delivery to the parties at the following mailing addresses:

CONTRACTOR:  
Sunroc Corp, dba Depatco  
901 Pier View Drive Suite #201  
Idaho Falls, ID 83402  
Office (208) 458-4000  
Fax (208) 458-4043  
Email [crushton@depatco.com](mailto:crushton@depatco.com)

CITY:  
Jason Cooper  
140 S. Capital Ave.  
Idaho Falls, ID 83402  
(208) 612-8573  
jcooper@ifpower.org

Neither CITY's nor CONTRACTOR's representative shall be changed without ten (10) days prior written notice to the other party.

## **SECTION 17 INSURANCE AND BOND REQUIREMENTS**

CONTRACTOR shall purchase and maintain insurance and provide performance and payment bonds as specified in Project Documents.

## **SECTION 18 CITY'S RIGHT FOR TERMINATION OR SUSPENSION**

1. Termination of the Construction Agreement for Default. Without limitation to any of CITY's other rights or remedies at law or in equity, and reserving to itself all rights to losses related thereto, CITY shall have the right to terminate this Agreement, in whole or in part, upon the failure of CONTRACTOR to promptly cure any default within fourteen (14) days of CITY's written notice to CONTRACTOR. CITY's election to terminate the Agreement for default shall be communicated by giving CONTRACTOR a written notice of termination. Any notice of termination given to CONTRACTOR by CITY shall be effective immediately, unless otherwise provided.
2. Suspension by City for Convenience. CITY may, at any time and from time to time, without cause, order CONTRACTOR, in writing, to suspend, delay, or interrupt the Project in whole or in part for such period of time, as CITY may determine, up to an a period of five (5) days. The period of suspension shall be computed from the date of the written order.

Upon receipt of a Suspension Order, CONTRACTOR shall, at CITY's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Project covered by the Suspension Order during the period of the Suspension Order.

Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by CONTRACTOR and CITY, CITY shall either

- a. cancel the Suspension Order; or
- b. delete the portion of the Project covered by the Suspension Order by issuing a change order.

If a Suspension Order is canceled or expires, CONTRACTOR shall resume and continue with the Project. A change order shall be issued to cover any adjustments of the not-to-exceed amount or the Project Time necessarily caused by such suspension. The provisions of this section shall not apply if an order to stop or suspend work is not issued by CITY.

A Suspension Order shall not be required to stop the Work as permitted or required under any other provision of the Project Documents.

3. Termination Without Cause. CITY shall have the option, at its sole discretion and without cause, of terminating this Agreement in part or in whole by giving thirty (30) days written notice to CONTRACTOR. CONTRACTOR agrees to accept such sums as allowed under this section as its sole and exclusive compensation and waives any claim for other compensation or losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of any kind.

Following such termination and within forty-five (45) days after receipt of a billing from CONTRACTOR seeking payment of sums authorized by this section, CITY shall pay to CONTRACTOR as its sole compensation for performance of the Project the following:

- a. For Work Performed. The amount of the not-to-exceed amount allocable to the portion of the Project properly performed by CONTRACTOR as of the date of termination, less sums previously paid to CONTRACTOR.
  - b. For Close-out Costs. Reasonable costs of CONTRACTOR and its Subcontractors and Sub-subcontractors for:
    - i. Demobilizing, and
    - ii. administering the close-out of its participation in the Project (including, without limitation, all billing and accounting functions, not including attorney or expert fees) for a period of no longer than thirty (30) days.
  - c. For Fabricated Items. Previously unpaid cost of any items delivered to the Project site which were fabricated for subsequent incorporation in the Project.
  - d. As a liquidated damage, CITY shall pay CONTRACTOR six percent (6%) of the remaining sums less the amount paid and owed for work performed and for Close-out Costs.
4. Subcontractors. CONTRACTOR shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by CONTRACTOR on terms that are consistent with this Agreement and that afford no greater rights of recovery against CONTRACTOR than are afforded to CONTRACTOR under this section.
  5. CONTRACTOR's Duties Upon Termination. Upon receipt of a notice of termination for default or for convenience, CONTRACTOR shall, unless the notice directs otherwise, do the following:



- a. Immediately discontinue the Project to the extent specified in the notice;
- b. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Project as is not discontinued;
- c. Provide to CITY a description, in writing no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and agreements that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Project covered and a copy of the subcontract, purchase order or agreement and any written changes, amendments or modifications thereto, together with such other information as CITY may determine necessary in order to decide whether to accept assignment of or request CONTRACTOR to terminate the subcontract, purchase order or Agreement;
- d. Promptly assign to CITY those subcontracts, purchase orders or agreements, or portions thereof, that CITY elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or agreements, or portions thereof, that CITY does not elect to accept by assignment; and
- e. Thereafter do only such work as may be necessary to preserve and protect the Project already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

## SECTION 19 CONTRACTOR'S RIGHT FOR TERMINATION

1. Termination for Cause. CONTRACTOR may terminate this Agreement for cause only upon the occurrence of one (1) of the following:
  - a. For Work Stoppage: The Work is stopped for sixty (60) consecutive days, through no act or fault of CONTRACTOR, any Subcontractor, or any employee or agent of CONTRACTOR or any Subcontractor, due to issuance of an order of a court or other public authority, other than CITY, having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
  - b. For City's Non-Payment. If CITY does not make payment of sums that are not in good faith disputed by CITY and does not cure such default within fourteen (14) days after receipt of notice from CONTRACTOR, then upon an additional fourteen (14) days' notice to CITY, CONTRACTOR may terminate the Agreement.
2. Damages to CONTRACTOR. In the event of termination for cause by CONTRACTOR, CITY shall pay CONTRACTOR the sums provided for in Section 16.3 above. CONTRACTOR agrees to accept such sums as its sole and exclusive compensation and agrees to waive any claim for other compensation or losses, including, but not limited to,

loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect and incidental damages, of any kind.

IN WITNESS WHEREOF, said CONTRACTOR and CITY have caused this Agreement to be executed on the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated above.

ATTEST:

“CITY”

City of Idaho Falls, Idaho

By \_\_\_\_\_

Corinn Wilde, City Clerk

By \_\_\_\_\_

Rebecca L. Noah Casper, Mayor

“CONTRACTOR”

Sunroc Corp, dba Depatco

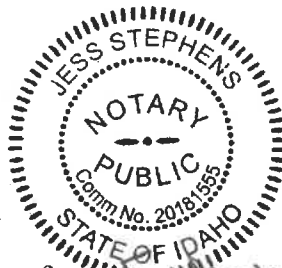
By 

Greg Stoddard

STATE OF IDAHO )

) ss.

County of Bonneville )



On this Twenty day of February, 2023, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, a municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

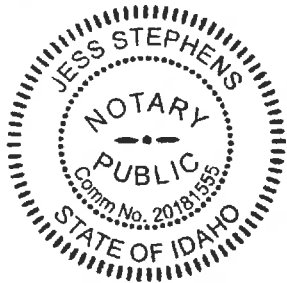
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public of Idaho

Residing at: Fremont

My Commission Expires: 6/01/2024

(Seal)



STATE OF Idaho

) ss:

County of Fremont

On this 20<sup>th</sup> day of February, 2023, before me, the undersigned, a notary public, in and for said State, personally appeared Greg Stoddard known or identified to me to be the Contractor and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said Suncroc Corp, dba Depatco

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

(Seal)



Jess Stephens

Notary Public of Idaho

Residing at: Fremont

My Commission Expires: 6/01/2024



Exhibit "A"



Exhibit “B”

QUOTATION NUMBER:

Q23-13

Page 1

**Idaho Falls Power  
Upper Plant Right Dike Rip Rap**

Idaho Falls Power  
140 South Capital Ave.  
IDAHO FALLS, IDAHO 83402  
PHONE: (208) 612-8354

QUOTATION NUMBER: Q23-13

17 January 2023

Would you please quote us a price on the following project: Idaho Falls Power Upper Plant Right Dike Rip Rap. These quotations will be received at the office of Idaho Falls Power, Attention: Jason Cooper, 140 South Capital, Idaho Falls, ID 83402, or via email: jcooper@ifpower.org, until 1:00 p.m. February 2, 2023. This request for quotes is per Idaho Code 67-2806 (1)

Your quotes may be sent via mail, or e-mail. If your proposal is via e-mail please send to: jcooper@ifpower.org. If your proposal is mailed the envelope should be addressed as follows:

QUOTATION NUMBER: Q23-13

DATE: 2/1/2023

Idaho Falls Power  
Attention: Jason Cooper  
140 South Capital Ave.  
Idaho Falls, ID 83402

Please designate firm name and address on the following lines:

Sunroc Corp Dba Depaten  
901 Pier View Drive #201  
Idaho Falls, ID 83402

GENERAL:

The intention of the specifications is to describe the project in sufficient detail to secure comparable quotes. Deviations from the specification are as follows:

1.3 B. Testing will not be required.

2.1 B. The durability absorption ratio is waived.

3.1 No surface preparation is required. The new rip rap is to be placed and "keyed in" to the existing rip rap.

The purpose of the exhibit is to give a general location of the project and location of rip rap placement. The final location of the rip rap placement on the dike will be done in the field.

The drive surface of the dike and the non-water side of the dike must be returned to original conditions after the rip rap has been placed.

Proposal to be submitted on forms furnished.

The project must be completed by August 4, 2023. The contractor to provide all labor, materials and equipment to complete the project.

DELIVERY:

Submittals must be complete to be considered

BASIS OF AWARD:

Proposals will be evaluated and the award will be made on the basis of price, features and delivery date which will best serve the interests and requirements of the City of Idaho Falls. The right is reserved to accept or reject quotations on each item separately or as a whole. Those proposing are required to have a public works license. Proposals received without the signature of a company representative will be considered invalid.

The City of Idaho Falls reserves the right to accept or reject any or all proposals, to waive any or all proposals, to waive any informalities and irregularities in said proposals, and to accept individual items.

**SECTION 02273  
RIPRAP**

**PART 1 -- GENERAL**

**1.1 THE REQUIREMENT**

A. The Contractor shall provide riprap, including associated earthwork, complete and in place, in accordance with the Contract Documents.

**1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS**

**A. Commercial Standards (Other standards may also apply):**

ASTM C 88-05	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 535-12	Standard Test Method for Resistance to Degradation of Large Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
AASHTO T 85-10	Standard Method of Test for Specific Gravity and Absorption of Coarse Aggregate
AASHTO T 103-08	Standard Method of Test for Soundness of Aggregates by Freezing and Thawing
AASHTO T 210-05	Standard Method of Test for Aggregate Durability Index.

**1.3 CONTRACTOR SUBMITTAL**

A. Furnish submittals in accordance with Section 01300 – Contractor Submittals.

B. Testing certificates from a qualified testing agency shall be submitted prior to acceptance of the rock source to verify the conformity to the requirements of the Contract Documents

**PART 2 -- PRODUCT**

**2.1 STONES FOR RIPRAP**

A. Stone sizes shall be as listed below, and well-graded within these limits. Stones which pass these limits but are otherwise notably gap-graded will not be permitted:



Percent Passing	Diameter (ft)	
	Upper Limit	Lower Limit
D <sub>15</sub>	0.50	0.33
D <sub>50</sub>	1.33	1.00
D <sub>100</sub>	1.75	1.25

B. The durability index and percent absorption shall be determined by AASHTO T 210 and AASHTO T 85, respectively. The stones shall meet the following requirements for durability absorption ratio:

Durability Absorption Ratio	Acceptability
Greater than 23	Passes
10 to 23	Passes only if Durability Index is 52 or greater
Less than 10	Fails
Durability Absorption Ratio	Durability Index (Coarse) % absorption + 1

C. The minimum apparent specific gravity of the stones shall be 2.60 as determined by AASHTO T 85.

D. Stones shall have less than 10 percent loss of weight after five cycles, when tested per ASTM C 88.

E. Stones shall have a wear not greater than 40 percent, when tested per ASTM C 535.

F. Neither the breadth nor thickness of any piece of riprap shall be less than one-third its length. Material shall be of shapes which will form a stable protection structure of required depth. Rounded boulders or cobbles shall not be used.

G. Control of gradation shall be by visual inspection. The Contractor shall furnish a sample of the proposed gradation of at least 5 tons or 10 percent of the total riprap weight, whichever is less. If approved, the sample may be incorporated into the finished riprap at a location where it can be used as a frequent reference for judging the gradation of the remainder of riprap. Any difference of opinion between the Engineer and the Contractor shall be resolved by dumping and checking the gradation of two random truckloads of stones. Arranging for and the costs of mechanical equipment, a sorting site, and labor needed in checking gradation shall be the Contractor's responsibility.

H. The acceptability of the stones will be determined by the Engineer prior to placement.

## **PART 3 -- EXECUTION**

### **3.1 SURFACE PREPARATION**

A. Surfaces to receive riprap shall be smooth and firm, free of objectionable material, and shall be brought to the line and grade as required.

B. Spot checks are required of the engineered filter material of the dike in locations where the riprap has been removed by erosion. Partial-erosion will also warrant investigation where only the largest riprap elements remain. If less than 1 ft, as measured perpendicular to the slope, of the filter material exists, the extent of the eroded area shall be determined and new filter material shall be added to achieve this minimum thickness. The filter material shall be crushed rock from a site approved by the Engineer; stripped of all organic and similarly unsuitable material; and have the following gradation:

Sieve Size	Percentage Passing
3 in.	100
2 in.	85
1 in.	70-85
3/4 in.	55-70
No. 4	25-55
No. 20	12-25
No. 200	0-5

### 3.2 PLACEMENT OF RIPRAP

A. Riprap shall be placed to its full course thickness in one operation and in such a manner as to avoid displacing the underlying material. Riprap shall be machine and hand placed. Dumping or similar methods likely to cause segregation will not be permitted.

B. The larger stones shall be well distributed and the entire mass of stone shall be roughly graded to conform to the approximate gradation specified above. All material going into riprap shall be so placed and distributed that there shall be no large accumulation or area composed largely of either the larger or smaller sizes of stone.

C. Placement shall start from the base of the slope, moving upslope. In no case shall stones weighing more than 100 lbs. be allowed to roll downslope. Height of drop for stones less than 250 lbs. shall be less than three feet, and stones greater than 250 lbs. shall be placed with no free fall.

D. Hand placing or rearranging of individual stones by mechanical equipment may be required to the extent necessary to secure the results specified.

E. The riprap thickness shall be at least 2 ft thick, as measured perpendicular to the slope.

- END OF RIPRAP -

**Itemized Quote:**

Upper Plant Right Dike Rip Rap				
Line Item	Unit	QTY	Unit Price	Total
Mobilization	LS	1	\$1,200.00	\$1,200.00
Place rip rap	CY	1,500	67.85	101,775.00
Repair damaged areas of dike, as needed	LS	1	1,500.00	1,500.00
			Total	\$104,475.00

**SIGNATURE PAGE:**

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



Representative's Signature

*208.458.4000*

Telephone

*208.458.4043*

Fax Telephone

*2/1/2023*

Date

*Sunroc Corp dba Depatco*

Company

*981 Pier View Drive, Suite #201*

Address

*Idaho Falls,*

City

*Idaho*

State

*83402*

Zip Code

Brad Little  
Governor

State of Idaho  
Division of Occupational and Professional Licenses  
PUBLIC WORKS CONTRACTORS LICENSING  
CONTRACTOR

PWC-C-17452 - UNLIMITED - 1-2-4  
License Number

11/26/2008

Original License Issued

Categories: 02319, 02850, 02855, 01550, 02720, 01107, 02110, 02310, 02840, 02318, 02761, 01570, 02955, 02317, 02270, 02230, 02910, 03370

This is to certify that

**SUNROC CORPORATION**

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45  
and is hereby granted this certificate.

This license expires: 1/30/2023

  
Licensee Signature



Russell Barron, Administrator



# Memorandum

File #: 21-818

City Council Meeting

**FROM:** Bear Prairie, General Manager  
**DATE:** Wednesday, March 1, 2023  
**DEPARTMENT:** Idaho Falls Power

## Subject

Sourcewell Quote 120320-FZC Electric Zamboni Kendrick Equipment

## Council Action Desired

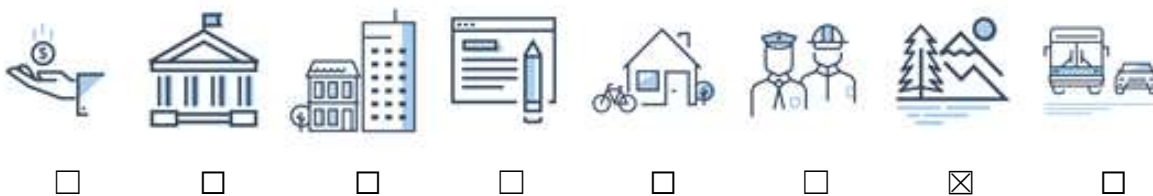
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the quote received under the Sourcewell contract to purchase an all-electric Zamboni (Model 552AC) for Idaho Falls Power from Kendrick Equipment (USA), LLC, for a total of \$157,988.40 and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

Idaho Falls Power (IFP) issued a request for quotes for an all-electric Zamboni for the Mountain American Center (MAC) to be used for ice clearing and maintenance for the center while also providing Idaho Falls Power with energy education and marketing opportunities for the utility's energy programs. IFP will retain the advertising rights at the MAC by wrapping the Zamboni to promote its services including promoting Electric Powered Technology.

## Alignment with City & Department Planning Objectives



This action supports our readiness for environmental sustainability by encouraging widespread adoption of energy efficiency, energy conservation, and alternative energy solutions to promote community sustainability objectives. This action also supports the opportunity for growth in the IFP Strategic Plan by adopting new technologies.

## Interdepartmental Coordination

The City Attorney has reviewed these agreements.

## Fiscal Impact

This purchase will be covered under the advertising and energy efficiency budgets for FY 2022/23.

**Legal Review**

The City Attorney agrees this purchase is within the state statute.

The unit quoted shall be new and the latest current model of manufacturer's current standard production. Even though they are not specifically covered herein, all parts necessary to provide a complete and efficient Unit shall be furnished and shall include all accessories customarily furnished with equipment of this type. No such item of equipment or accessories shall be removed or omitted for the reason that it was not specified in this quote. Such parts shall conform to current engineering practices of the industry relative to design, strength, quality of material and workmanship. Unit quoted shall also meet all DOT and Idaho State Vehicle Codes.



WARRANTY/LITERATURE:

A complete copy of factory and/or dealer's warranty must accompany this proposal. The vendor shall also indicate where and who will perform necessary warranty work. The vendor will also need to include a copy of the manufacture's descriptive literature of the proposed equipment.

INTERPRETATIONS:

Interpretations, corrections and changes of this proposal will be made by Addendum. Addendums will be faxed, mailed or delivered to all parties recorded by the Purchasing Department as having received the original documents. Interpretations, corrections and changes to this proposal made in any other manner will not be binding, and Vendors shall not rely upon them.

TERMS AND CONDITIONS:

This formal quote document and subsequent Purchase Order are to be considered the City's sole terms and conditions. Quotes submitted with any additional terms and conditions may not be considered.

BASIS OF AWARD:

The award will be made to the responsible vendor submitting the responsive quote which will best serve the interest and requirements of the City of Idaho Falls. The proposals will be evaluated for compliance with the specifications furnished by the City of Idaho Falls. The award will be to the vendor submitting the lowest responsive quote based upon the evaluation method set forth in the paragraph entitled "QUOTE EVALUATION".

QUOTE IRREGULARITIES

If the proposal form furnished is not used or is altered or if there are unauthorized additions, conditional quotes, or irregularities of any kind, which make the proposal incomplete, indefinite, irregular, or ambiguous; the proposal may be rejected. Proposals received without the signature of a Company representative will be considered invalid. The City of Idaho Falls reserves the right to accept or reject any or all proposals, to waive any or all proposals, to waive any informalities and irregularities in said proposals, and to accept individual quote items.

REQUIREMENT:

Per State of Idaho Code §49-1601, the vehicle must be purchased through a dealer that is licensed in the State of Idaho.

TERM OF QUOTE AND QUOTE AWARD

The proposal shall remain in effect for a period of 60 working days after the opening. If awarded the quote, the successful Vendor will comply with the terms and conditions of the Quote Documents and subsequent Purchase Orders through the period of time as listed above. The City of Idaho Falls reserves the right to purchase any or all of the items as listed.

The City of Idaho Falls reserves the right to purchase another unit(s) and/or item(s) per this quote proposal at a later date should the need arise and if the seller agrees to same pricing.

**ONLY FIRM PRICES ON QUOTATIONS WILL BE ACCEPTED!**

**CERTIFICATE OF ELIGIBILITY**

**(To Be Executed Prior to Award to Apparent Low Quote)**

*(Please fill out the top or bottom portion of this document, whichever is applicable)*

KENDRICK EQUIPMENT (USA), LLC, represented by Jonathan Norell represents that:  
(Bidder/Vendor) (Representative's Name)

- 1) For the purposes of this certificate, the term "Ineligible Person" shall mean any officer, agent or employee of the City of Idaho Falls, and the spouse and any member of the household of such officer, agent or employee. The term "Ineligible Entity" shall mean any corporation, partnership, trust, association, sole proprietorship or organization of any kind in which an Ineligible Person holds any pecuniary or ownership interest of any kind or which employs an Ineligible Person.
- 2) Bidder is not an Ineligible Person or Ineligible Entity.
- 3) No Ineligible Person or Ineligible Entity has an interest of any kind in the abovementioned Bidder, nor will any Ineligible Person nor Ineligible Entity receive any consideration or benefit of any kind on account of the above-referenced project or purchase.
- 4) To the best of my knowledge no Ineligible Person or Ineligible Entity has any interest in the above-referenced project or purchase, which is prohibited under Idaho Code Section 59-201.
- 5) I am over eighteen (18) years of age, have personal knowledge of the foregoing and would so testify if called upon in a court of law.

Dated the 16 day of February, 2023.

VENDOR:

Jonathan C. Norell  
Representative's Signature

KENDRICK EQUIPMENT (USA), LLC.

Vendor

-----  
-  
If you are unable to sign the above Certificate of Eligibility, you may, depending upon the circumstances, still be eligible to carry out this contract (PO). In order to receive such consideration, please explain the reasons why you are unable to execute the Certificate of Eligibility.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

VENDOR:

\_\_\_\_\_  
Representative's Signature

\_\_\_\_\_  
Vendor/Company

“QUOTE EVALUATION”

VEHICLE DESCRIPTION & QUANTITY: Dealer: KENDRICK EQUIPMENT (USA), LLC.  
(1 each) 1 Zamboni 552AC Vehicle Quoted: \_\_\_\_\_

**MINIMUM SPECIFICATION**

Model: 552AC Make & Year Quoted: 2024  
Model Quoted: 552 AC

REQUIRED FEATURES: All features listed below must be included in base Quote.  
FAILURE TO INCLUDE STANDARD EQUIPMENT REQUIRED IN BASE  
QUOTE MAY BE CAUSE FOR NON-ACCEPTANCE OF PROPOSAL.

The Vendor will be required to indicate in the space provided after each item, whether they Comply or have any exceptions, substitutions, deletions or any deviations from the specifications as written. Vendor must show proof that any exception is equal or superior to those specified. Please describe the exception on the line provided. If more space is required, list on last page under exceptions or describe on a separate sheet. Indicate the item number and a detail of the exception. Failure to indicate, may result in rejection of quote. If an item quote is other than factory standard/option (OEM) please indicate.

**EXEPTIONS / COMMENTS**

**Specifications**

1. Includes 510 AH Battery with Charger
2. Aluminum Wheels
3. Guide Wheel
4. Black Powder Coated Conditioner
5. Parking Brake
6. Conditioner Poly Side Plate
7. Owner's Manual

_____
_____
_____
_____
_____
Total of items 1-7 included:
\$132,750

**Optional Items**

1. Board Brush
2. Lithium-ion Battery with Charger
3. Stainless Steel Water Distribution Pipe
4. Wash Water System with Poly Tank

\$6,165
\$13,200
\$430
\$5,175

Less sourcewell discount: \$4,731

Except Transportation estimated: \$5,000

\$ 157,988.40  
FOB Idaho Falls

**EXCEPTIONS** to quote specifications NOT noted above must be listed on attached page titled Exceptions.

Bidder's Idaho Motor Vehicle Dealer's License Number \_\_\_\_\_

**ONLY FIRM PRICES WILL BE ACCEPTED!**

The City of Idaho Falls reserves the right to accept or reject any proposal.

**SIGNATURE PAGE:**

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

Jonathan C. Norell  
Representative's Signature

Jonathan Norell  
Representative's Name—Printed

Jonathan@kendrickequipment  
Representative's E-Mail Address

(360)306-0904  
Telephone

Fax Telephone

KENDRICK EQUIPMENT (USA), LLC.  
Company

PO Box 28973  
Address

Bellingham  
City

Washington 98228  
State Zip Code

February 16, 2023  
Date

February 17, 2023

Idaho Falls Power  
140 S Capital Ave  
Idaho Falls, Idaho 83402

ATTN:  
Krista Thornton  
Facility Services Manager  
Phone: (208) 612-8356  
Email: [Kthornton@ifpower.org](mailto:Kthornton@ifpower.org)



## PROPOSAL

**“The principal product you have to sell is the ice itself.”**

**– Frank J. Zamboni**

**Maintaining an ice surface presents a multitude of challenges.** Having efficient and reliable resurfacing equipment should not be one of them. Driven by our founder's commitment to innovation, we put our product to the test in the harsh environment it will call home. Every feature is deliberately designed to make resurfacing easier and to ensure that the end result is an exceptional sheet of ice. Built by hand. One at a time. The result is an ice resurfacing machine legendary for its quality, durability and superior performance.

### **MODEL 552AC LEAD ACID (STANDARD):**

Clean ice. Clean air. Clear choice. Building upon the solid reputation of its predecessor, the Model 552AC features worry-free AC motors and controls, introducing new efficiencies and virtually eliminating associated maintenance. The battery package is easy to access and maintain. Proven and dependable controls built for tough industrial applications. Microprocessor controlled smart chargers deliver long battery life. The Model 552AC provides a low maintenance option for your high maintenance surface.

### **MODEL 552AC LITHIUM-ION (OPTIONAL):**

Zero battery maintenance and lithium-ion power combine for the ultimate upgrade to the world's most popular electric ice resurfer. Lithium-ion batteries charge quickly between resurfacings, eliminating overnight charging. Sealed zero maintenance batteries are truly emission-free. Charging is controlled by battery management system to optimize charging and balancing. Strong conveyor performance at any speed. Our unrivaled down pressure system ensures that all you leave behind is perfect.

### **INNOVATION:**

Our commitment to constant innovation is an investment in the product. We apply decades of experience working with facility owners and operators into every decision we make. Automated processes provide a consistent result and reduce the chance for operator error. Opportunities to retrieve and display data from the machine provide a new tool in rink management. The incremental and continued introduction of new and better technologies to our ice resurfacing equipment facilitates savings of time and valuable resources.

**QUALITY:**

Zamboni sets the standard of quality to which the industry is held. The Zamboni Company holds itself to an even higher standard with ongoing assessment and meticulous quality control, resulting in products which consistently produce the finest sheet of ice even after many years of use. Our rugged four-wheel drive chassis is hand-built using strong all-welded steel tubing. Premium materials and components are used throughout. We continually collaborate with our customers to ensure the products that will ultimately end up in their facility exceed the high expectations of quality associated with our brand.

**VALUE:**

Zamboni has a well-deserved reputation as the Industry Leader. One which we don't take for granted. Our products have the lowest cost of operation and maintain the highest residual value. A network of Zamboni Authorized Distributors and our own Customer Service teams provide local service and support for our products. In the world of ice, time is money and unreliable equipment can be a show-stopper. Yet another reason that worldwide, more facility operators choose Zamboni for their ice resurfacing needs. Nothing else is even close.

**MACHINE SPECIFICATIONS:**

Machine specifications are also available online. Please copy the web links below into your browser.

[https://zamboni.com/wp-content/uploads/specs/552AC\\_specs.pdf](https://zamboni.com/wp-content/uploads/specs/552AC_specs.pdf)

[https://zamboni.com/wp-content/uploads/specs/552AC\\_Lithium-ion\\_specs.pdf](https://zamboni.com/wp-content/uploads/specs/552AC_Lithium-ion_specs.pdf)

**MANUFACTURER'S STATEMENT:**

This machine is proudly designed and manufactured in Paramount, California by Zamboni Company USA, Inc., a United States company.

**WARRANTY:**

Twenty-Four (24) months or 2,000 hours, whichever comes first, parts replacement only. Mileage and travel time are not covered under warranty.

**SAFETY STANDARDS:**

This machine is engineered to meet or exceed OSHA and ANSI safety labeling requirements. In addition to digital safety information, operating instructions and service manuals being provided with the delivery of the machine, all owners/operators have access to all of these materials online at [www.zamboni.com](http://www.zamboni.com) to view and download at any time.

**FOR ADDITIONAL INFORMATION:**

[zamboni.com/machines/model-552ac](http://zamboni.com/machines/model-552ac)

[zamboni.com/options](http://zamboni.com/options)

[zamboni.com/machines/model-552ac-lithium-ion](http://zamboni.com/machines/model-552ac-lithium-ion)

**Zamboni 552AC** **\$ 132,750.00**

Includes 510 AH Battery with Charger

Aluminum Wheels, Guide Wheel, Black Powder Coated Conditioner, Parking Brake,  
Conditioner Poly Side Plate

**ADDITIONAL EQUIPMENT:**

Board Brush	\$ 6,165.00
Lithium-ion Battery with Charger	\$ 13,200.00
Stainless Steel Water Distribution Pipe	\$ 430.00
Wash Water System w/ Poly Tank	\$ 5175.00

SUBTOTAL	\$ 157,720.00
LESS SOURCEWELL DISCOUNT	\$ -4,731.60
TRANSPORTATION (ESTIMATED)	\$ ~5,000.00
<b>NET TOTAL</b>	<b>\$ 157,988.40</b>

**F.O.B:**

Paramount, California USA

**TERMS:**

\$35,000.00 deposit with order, balance net 30 days on approved credit.

Delivery expected fall 2024. Pricing firm for 15 days.

Pricing does not include any applicable sales tax.

**THANK YOU:**



**Jonathan Norell,**  
Sales Account Representative

February 17, 2023

**Date**

**Kendrick Equipment**  
P.O. Box 28973  
Bellingham, WA 98228  
Phone: +1 (360)306-0904





**Solicitation Number: 120320**

## **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Zamboni Company USA, Inc., for itself and for affiliate, Frank J. Zamboni & Co. Inc., 15714 Colorado Ave., Paramount, CA 90723 (collectively Vendor).

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

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

### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires January 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

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

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their



respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. GOVERNMENT DATA PRACTICES**

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

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

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

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



**3. *Use; Quality Control.***

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

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

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

**14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

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

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

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

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

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

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of



not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

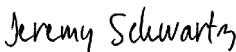
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



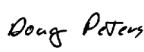
## 22. CANCELLATION

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


Sourcewell

DocuSigned by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
Date: 1/6/2021 | 1:42 PM CST

Zamboni Company USA, Inc., for itself and  
affiliate, Frank J. Zamboni & Co. Inc.  
(collectively Vendor)

DocuSigned by:  
  
8F993CFC0A14412...  
By: \_\_\_\_\_  
Doug Peters  
Title: Regional Sales Manager  
Date: 1/6/2021 | 12:33 PM PST

Approved:

DocuSigned by:  
  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO  
Date: 1/6/2021 | 2:40 PM CST

# RFP 120320 - Ice Rink and Arena Equipment with Related Supplies and Services

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## Vendor Details

Company Name: Zamboni Company USA, Inc

Does your company conduct business under any other name? If yes, please state: Frank J Zamboni & Co Inc

Address: 15714 Colorado Ave  
Paramount, CA 90723

Contact: Doug Peters

Email: doug@zamboni.com

Phone: 562-633-0751 111

Fax: 562-633-9365

HST#: 95-2982566

## Submission Details

Created On: Monday November 23, 2020 10:55:38

Submitted On: Wednesday December 02, 2020 14:28:18

Submitted By: Doug Peters

Email: doug@zamboni.com

Transaction #: f60a80f1-c821-4caf-ae11-2c818fb8f888

Submitter's IP Address: 47.6.94.9

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Zamboni Company USA, Inc Frank J. Zamboni & Co. Inc.	*
2	Proposer Address:	15714 Colorado Ave Paramount CA 90723	*
3	Proposer website address:	www.zamboni.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Doug Peters Regional Sales Manager 15714 Colorado Ave Paramount CA 90723 800-926-2664 x 111 562-205-8418	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Doug Peters Regional Sales Manager 15714 Colorado Ave Paramount CA 90723 800-926-2664 x 111 562-205-8418	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None	

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Zamboni brand ice resurfacers were the first ice resurfacing machine introduced to the ice arena marketplace. We have been in business for over 70 years and continue to lead the ice resurfacing marketplace in machines sold, innovation and introducing new features and technology to our industry.</p> <p>Our founder Frank Zamboni owned and operated ice rinks that are still in operation today. He understood that the principal product that he was selling was a sheet of ice.</p> <p>He also understood that in order to keep the guests coming back that he was going to need it to be a smooth and attractive sheet of ice.</p> <p>In order to provide this Frank began to tinker around to try to develop a machine that would shave the ice surface, wash it, pick up the shavings and lay down water to provide that attractive finished sheet of ice that the skaters desired.</p> <p>With this Frank developed the world's first ice resurfacers.</p> <p>Now over 70 years later the Company that he founded still produces each machine by hand, individually for each customer.</p> <p>We serve a small marketplace and as such work hard to secure each order as well as provide each and every customer with the customer service they have grown to expect since the formation of the company and first machine was sold.</p> <p>We support industry organizations such as MIAMA, WIAMA, NEISMA, NRPA, ISI, IAVM, USIRA that cater to our industry.</p> <p>We work with them to provide educational information as well as participate in their conferences so that our customers know how to safely operate and maintain our machines for the longest possible life of the equipment.</p>	*

8	What are your company's expectations in the event of an award?	In the event that we are again awarded a contract with Sourcewell, it would be our goal to continue to grow our sales numbers through the contract. We are continually educating our customers on the benefit the Sourcewell advantage. We are extremely excited about the fact that we have secured 7 orders this year under the Sourcewell contract in Canada that will be shipping in 2021. We also have the expectation of another 6 Canadian orders in the first quarter of 2021. If we are awarded another contract we only expect this number to grow as our Canadian customers learn the benefits of Sourcewell. A few of our Canadian dealers have additional experience with the Sourcewell process as they have other lines that they sell that also have a Sourcewell contract.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We are a privately held company that does not release its financial details. For over 70 years of operation we have had open lines of credit with such companies as Dana Corp, ITT Jabsco, VW of America, Sundstrand and Vickers. Our Dunn & Bradstreet # is 008501066	*
10	What is your US market share for the solutions that you are proposing?	The Zamboni Company is the dominant producer of ice resurfacers exceeding 85% of the marketplace in the USA	*
11	What is your Canadian market share for the solutions that you are proposing?	The Zamboni Company is the dominant producer of ice resurfacers exceeding 75% of the marketplace in Canada	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Zamboni Company USA is the world renowned manufacturer of Zamboni ice resurfacers, ice edgers with related options and features for both. In addition to our Paramount CA plant we also have manufacturing facilities in Brantford Ontario Canada and Osterfarnebo Sweden. We also recently acquired our dealer for the Province of Quebec. We have a dealer network throughout the USA, Canada and the world to both sell and service our customers. Each dealer is independently owned and operated with no financial ties to the Zamboni Company. Our dealers are educated on the Sourcewell contract as well as some of them having attended regional get to know Sourcewell meetings when they were able to be held. Our dealers provide parts and service to our customers and in some cases direct sales of new machines.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	To our knowledge other than a standard business licenses which we have for each of our locations there are no other certifications required to produce and sell our machines. We are in the process and hope to be ISO certified at our Canadian plant within the next 3 months	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Our founder Frank and his son Richard have been inducted into numerous HOF's which includes the USHOF and the National Inventors HOF. Frank was also awarded an honorary doctorate from Clarkson University. Our industry is not large enough that companies are typically recognized for their efforts. Many of our staff have received individual awards for their efforts within organizations that are specific to our industry.	*
17	What percentage of your sales are to the governmental sector in the past three years	This percentage will vary from month to month and year to year depending on the customers needs for new equipment. We would estimate that it could be as high as 65% or as low as 30% in any given month.	*
18	What percentage of your sales are to the education sector in the past three years	As this is a smaller segment of our industry in that there are not as many Schools or Colleges that have their own ice rink we would estimate that this would likely be less than 10% annually	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	The only co-op contract that we hold at this time is with Sourcewell. In the last 3 years we are just under \$15 million dollars in sales under our Sourcewell contract.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of St Louis Park	Jason Eisold	952-924-2547	*
Glenview Ice Center	Jim Weides	847-724-2800	*
City of Crookston	Scott Riopelle	218-281-1242	*

**Table 5: Top Five Government or Education Customers**

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Ramsey County Parks and Recreation	Government	Minnesota - MN	Ice Resurfacers	4	\$521,617.50	*
City of St Louis Park	Government	Minnesota - MN	Ice Resurfacers	2	\$320,798.40	*
Community First Champion Center	Government	Wisconsin - WI	Ice Resurfacers	2	\$283,125.40	*
City of Fergus Falls	Government	Minnesota - MN	Ice Resurfacers	2	\$262,928.20	*
City of Crookston	Government	Minnesota - MN	Ice Resurfacers	2	\$264,519.00	*

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *	
23	Sales force.	In the USA we have a dealer in NJ who handles portions of NY, PA, CT and all of Washington DC, DE, MD, NJ, & VA (3 sales people) We have another dealer in FL who handles AL, AR, FL, GA, LA, MS, NC, SC and TN (2 sales people). The balance of the USA is handled out of the Paramount CA headquarters (2 sales people). In Canada we have dealers in all Provinces with the exception of Saskatchewan and Manitoba. Both are handled by one dealer headquartered in Manitoba with a sales and service office in Saskatchewan. Each one of these dealers has at least 2 dedicated sales people to handle our line of machines. Our plant in Brantford Ontario handles the Ontario marketplace (3 sales people) While we purchased our dealer in Quebec we did not change the structure of the operation there. They continue to offer sales and service with oversight from our Brantford facility.	*
24	Dealer network or other distribution methods.	Sales of our products is handled through the dealer network as described in Line Item 23. Where we do not have a dealer handling a particular State in the USA we handle the sales directly from Paramount CA. In Canada our operation in Brantford Ontario handles the Province of Ontario with the dealers handling the balance of the provinces as described.	*
25	Service force.	In the USA we have factory authorized service locations in Somerset WI, Kalamazoo MI, Huntington MA, West Concord MA, and Flanders NJ in addition to the dealers in those areas. We will often source fork lift repair companies to work with if we have a customer that is in a remote location who needs service. As many of our customers are in smaller remote cities it is not practical to have a dealer for each and every State.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer service is provided by any of our team members within their territory as well as out of our Paramount CA location. In Canada each dealer takes care of their Province and can also be assisted by our plant in Brantford or dealership in Quebec. We understand the business of ice as Frank was a rink owner and the family still owns rinks so we no how critical it is to get our machines back in operation when they have an issue. In most cases we are able to get our customers back up and operational in no more than 24 hours.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are willing and able to sell and service our machines in all 50 US States. As long as the customer is eligible to purchase a machine under the Sourcewell contract we are more than happy to sell it under the Sourcewell contract.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and able to sell and service our machines in Canada wherever the Sourcewell contract is accepted. As stated previously we have several of our Canadian dealers who were already familiar with the process as they handle additional lines that have Sourcewell contract pricing.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no areas in either the USA or Canada that we would not be interested in selling to provided they can accept and purchase under the Sourcewell contract or a related affiliate.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no government, educational facilities, or not for profits that we would not sell to.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We know of no restrictions in Hawaii other than there is only 1 rink and it is a private operation. In Alaska we have no issues as we have sold several machines already and have another booked already for 2021.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>We prominently display the Sourcewell Awarded Contract on our Company profile page with links to the Sourcewell website.</p> <p>When displaying at trade shows we use Sourcewell supplied marketing materials to promote the fact that we have been awarded a Sourcewell Contract.</p> <p>We have made specific posts to social media sites advising our customers about our Sourcewell Awarded Contract.</p> <p>We have recorded an episode for our Ask the Zamboni Experts podcast series with staff from Sourcewell to further educate our customers about the ease of utilizing Sourcewell for the purchase of our machines.</p> <p>We have participated in Webinars in Canada that talk about the Sourcewell Contract and how they can utilize it to streamline the purchase process.</p> <p>We continue to search out ways to work with Sourcewell to promote the use of our contract to benefit our customers, ourselves and Sourcewell.</p>	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We introduced to the marketplace this year our podcast Ask the Zamboni Experts. It is a mix of episodes that touch on available features or operation of our machines to discussions with industry leaders.</p> <p>Mixed in to this to keep some of them entertaining and to try to lighten the mood in the world we live in today are episodes that include Dave Hanson of the movie Slapshot, Kenny Albert renowned sports play by play announcer and former NHL players Reed Larson, Dennis Hextall and Henry Boucha.</p> <p>We also utilize Facebook, Twitter, LinkedIn, Instagram and YouTube.</p> <p>We have made a concerted effort in the last 12-18 months to produce videos on maintenance tips and options information.</p> <p>We are also making available all of our manuals and parts lists for our machines through our website.</p>	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We are hopeful that we will be successful in our bid for our third Sourcewell Contract.</p> <p>Since we are somewhat experienced in working with the people at Sourcewell we would hope that we could continue to get their assistance in letting our potential customers know that we have been awarded a Sourcewell Contract.</p> <p>As new means of technology become available to all of us we would look to Sourcewell to guide us along with their continually updated tools to get our name in front of our potential customers.</p> <p>We would continue to lead our sales approach with letting customers know that we have a Sourcewell Contract that can simplify their purchasing process.</p>	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>We are not fully integrated into an e-procurement process at this time.</p> <p>Given the current conditions of the world we are looking to do more and more things electronically provided that it improves efficiencies and is cost effective.</p> <p>We will continue to monitor these types of services and make the changes when the make sense to us as a company.</p>	*



**Table 8: Value-Added Attributes**

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>The Zamboni Company continues to innovate by using current technology to provide tools for our customers to learn about proper operation and maintenance. These videos are available through our website to all of our machine owners.</p> <p>We are constantly searching for new topics that will benefit our customers to better operate our machines and to aid in longer life of the equipment.</p> <p>On site training is provided, the cost will be determined by the scope and required time on site.</p> <p>For machines located within a distributor territory a 4 hour version of this training would be provided at NC.</p> <p>If a longer or more extensive session is required costs would be negotiated.</p>	*
37	Describe any technological advances that your proposed products or services offer.	<p>Zamboni built a custom web and mobile application called Zamboni Connect. It delivers data from sensors on the machines to any mobile or connected device. The Zamboni Connect System allows users to monitor consumption of resources and operator/machine performance as well as providing insight used for predictive maintenance.</p> <p>Zamboni has made all of its operating instructions, parts lists, safety information, training and tip videos and related materials available online at no cost for the customers. Create a simple login and download materials any time, from any mobile or wired device.</p> <p>We are using our podcasts and social media to provide customers with timely and important product information, safety updates and content designed to ensure the safe and proper operation of their Zamboni equipment and ultimately to deliver a better user experience.</p>	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>The Zamboni Company was the first to the marketplace with an electric ice resurfacer that was used in the 1960 Olympic Games in Squaw Valley CA. This innovation and green initiative continued with the first mass produced electric ice resurfacer (Zamboni 550) brought to the market in the 1980's.</p> <p>The Zamboni 552 was introduced in 1990 as the first electric ice resurfacer capable of handling a typical community rink schedule.</p> <p>Now over 30 years later we continue to innovate by having the first OEM Lithium Ion battery powered machine on the market with our Zamboni 450 as well as the LI package being available in the Zamboni 552. We also market our Fast Ice System which is a computer controlled water delivery system that controls the amount of water being applied to the surface to help reduce refrigeration costs.</p> <p>We also have available the Level Ice system which helps to control the the thickness, again reducing refrigeration costs.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	At this time other than the chargers that we are using along with our battery powered machines that meet the stringent California energy standards we are not aware of any other third party eco labels being assigned to our machines or their components.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	None at this time.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>The Zamboni Company is the original ice resurfacer to the ice rink industry. First to market and we are continually striving to find ways to enhance the product for our customers, whether it be with design changes, new features or functions or educational information to make it a better experience for our customers with our machines.</p> <p>Through our past Sourcewell contracts we have been able to streamline the purchase process for our customers and provide them with value pricing.</p> <p>We hope to be able to continue to do this with another contract as well as expand this innovative purchasing process through more sales into the Canadian marketplace.</p>	*



**Table 9: Warranty**

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

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	A copy of our Standard Warranty will be included in the document upload section of this RFP. Labor is not a typical component of our warranty. We refer to it as a common sense warranty. We are not going to cover labor for a burnt our headlight but will cover labor in most cases for major components on the machine.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our standard warranty period is 2 years or 2000 hours.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	If the repair is covered under warranty these costs would be a part of that warranty as well.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	If the distance is too far to send one of our team members we will work with the customer to reimburse them for labor time or find an outside source that is agreeable to both sides. Ultimately it is the goal of Zamboni to get any problems resolved as expeditiously as possible.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	For simplicity reasons for our customers we in most cases will deal with our suppliers on warranty issues. There are some cases where our supplier will address a situation but we are kept in the loop from start to finish.	*
47	What are your proposed exchange and return programs and policies?	If there is a defective part the component is issued an RMA # and the customer returns the part to us. This starts a record of the component from start to finish of the return and credit if issued. The part in question is sent to our supplier and once a determination has been made as to the cause of the failure the situation is brought to a resolution with the customer.	*
48	Describe any service contract options for the items included in your proposal.	Service contracts may be available from our dealers but it is not something that we offer directly.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Our standard payment terms on Municipal, Educational or Not for Profits is Net 30 days from the date of the invoice.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	We do not offer leasing in house but have been very successful with offering a lease option through NCL Government Capital which also has a Sourcewell Contract. The synergy is helpful as the customer can work with both of us using Sourcewell Contracts	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Having a Sourcewell Contract has really simplified the purchase process for our customers for the past 8 years.</p> <p>We send out a proposal to the prospective customer and they advise what options they do or do not want on their machine. We revise the proposal to the spec that they want the machine to be, add a line item for the Sourcewell discount, add a line item for a trade in if they have one, a line item for freight and provide a total. They are then able to issue their P.O. or some sort of order confirmation and the process is complete.</p> <p>We utilize our production schedule to double and triple check when doing our sales report to Sourcewell.</p> <p>As we are not selling thousands of machines yearly the process is very reliable to make sure that we report all sales purchased under the Sourcewell contract.</p> <p>We have a process worked out with our dealers where we submit all of the sales information to Sourcewell so that nothing is left to chance.</p> <p>We actively work with them to make sure that they understand the benefits and the ease of the sale process when using the Sourcewell Contract.</p>	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	At this time we do not accept P-Card payment process.	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Enclosed with our proposal is an Excel file that has individual spreadsheets for each of our models being proposed as well as accessories that we produce or offer for sale. We offer a 3% discount on all machines, options and accessories to any prospective Sourcewell customer. All pricing is in US \$\$	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We are proposing a minimum 3% discount off of the list price that is submitted in our pricing file. All pricing is in US\$\$	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	At this time we do not offer quantity discounts, volume discounts or a rebate program.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We do not offer our machines or the options at a "at cost" or cost plus percentage basis.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight is an additional cost that is not included in our pricing as it will vary depending on where the customer is located, the type of machine being shipped as well as the prevailing shipping costs at the time of the shipment of the machine. Basic training on the machine is provided if requested at no additional cost to the customer. If more extensive training is requested a price would be negotiated based on the location and timing. All of this would be done by Zamboni personnel or one of our distributors/dealers.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	A quote from a carrier is obtained when the proposal is provided to the customer. We secure the machine in a trailer and the machine is shipped to the customer if the sale is not through a dealer. In some cases it goes to one of our service providers who would then arrange final delivery to the customer. If the customer requests an onsite review of the machine this is offered at no charge subject to being able to coordinate a visit that works for both parties.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	At this time there are no ice rinks that qualify for the Sourcewell program in Hawaii. For Alaska we utilize Lynden Freight as they are the primary resource for shipments into Alaska. For Canada all shipments would be handled the the dealer for the province who would arrange for final delivery to the customer.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Something of this nature would be entirely dependent on what the customers requirements are. As our machines are large in size the delivery process is typically well prepared for on both ends prior to shipment of the machine so that a customer does not have to say "now what do we do with this?"	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d. other than what the Proposer typically offers (please describe).	The discounted pricing that we offer to customers through the Sourcewell Contract provides lower pricing than what would be quoted to a non Sourcewell Contract customer purchase.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We utilize our production schedule to track sales that our through the Sourcewell Contract pricing. There is also a line item on the sales order that reflects this discount. The schedule is reviewed quarterly to double check that all sales under the contract are recorded and reported to Sourcewell.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Under our last 2 contracts we have been paying a 1.5% administrative fee for all purchases under this contract. We continue to expand our reach with sales through the Sourcewell Contract. We anticipate this to only grow at a much faster rate now that we have expanded this program into our Canadian marketplace. We feel that if we are awarded another contract that we could see growth in the 25-30% range in the first year alone. As the world has changed dramatically in the last 8 months and we are not sure how much impact COVID will have on our industry we respectfully request that our administrative fee be kept at 1.5% of the purchase price of each unit sold.	*

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

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We offer a full array of ice resurfacing machines from our Zamboni 100 a small tractor pulled unit all the way up to our Olympic Oval and large capacity machine the 700. We have time saving options as well as unique features whose design is to make the job of maintaining an ice surface easier for the rink personnel. We have properly sized machine for most every need along with ice edgers so that our customers can get everything that they need to keep their ice surface smooth as a sheet of glass.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We feel that we fit comfortably within this contract category that has been refined since the last RFP that we responded to.	*

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Comments	
66	Ice resurfacers and edgers	<input checked="" type="radio"/> Yes <input type="radio"/> No	A full line of ice resurfacers and ice edgers and related components	*
67	Dasher boards and rink dividers	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*
68	Ice rink and arena equipment and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ice resurfacers, edgers and related components	*
69	Ice rink and arena structural or mechanical equipment (HVAC, etc.)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*
70	Ice rink and arena related services	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As a large percentage of our customers are Sourcewell eligible there are very few that do not go the route of using the Sourcewell Contract. The goal would be to continue to grow the sales volume with a large percentage of that growth expected to come from the Canadian marketplace. If we can add overall sales and they come because of the Sourcewell Contract, we view that as being a successful partnership.	*
72	Describe how your proposed equipment, products, or services impact the indoor air quality of an ice rink or arena.	The Zamboni Company continues to lead the ice rink industry with products designed to reduce or eliminate emissions that are put out by our machines. Our fuel powered machines utilize fuel efficient 4 cylinder engines that produce the least amount of emissions of any fuel powered ice resurfacers on the market. The Zamboni 552 celebrated its 30th year of production this year and we became the first OEM manufacturer of ice resurfacers to bring a Lithium Ion battery option to the market with it being available in the Zamboni 450 and Zamboni 552. With a relatively new feature called Zamboni Connect our customers are able to monitor their machine from outside their building. This gives them freedom from their workplace while still being able to monitor the machine's operation and performance. We continue the drive to Net Zero ice maintenance and we believe that our line of electric ice resurfacers and battery edger option provide our customers with many choices to achieve this.	*
73	Describe how your proposed equipment, products, or services comply with any applicable environmental regulations.	The engines that we use in our fuel powered machines meet all of the current EPA/CARB standards. We continue to educate our customers on the benefits of electric machines and expect at some point down the road that all ice resurfacers will be electric. Until then we will continue to find ways to make our fuel powered machines which are available in gas, LPG or CNG to be as clean as possible. With the certified engines that we are currently using the emission difference between gas and LPG or CNG is undetectable.	*
74	Describe your product attributes and advancements in regard to product safety, longevity and lifecycle costs.	The Zamboni Company was the first to bring an ice resurfacers to the marketplace over 70 years ago. We have and continue to refine the machine to make it safer and easier for our customers to not only operate but maintain for the longest possible life. We are proud of the fact that our machines provide a longer life span than any competitor on the market. We have some machines that were built in the 1950's that are still operational today. Customers in Canada have done research in the past to determine that Zamboni machines cost less to maintain over their operational life than competitors machines. When all facts were considered it was determined that Zamboni machines had a far lower operational cost as well due to a smaller more fuel efficient engine.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 75. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

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

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by

Sourcwell.

3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - WMS Ref Letter.pdf - Tuesday December 01, 2020 14:29:18
- [Marketing Plan/Samples](#) - Sourcwell RFP Docs.zip - Wednesday December 02, 2020 12:03:06
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty SW.pdf - Tuesday December 01, 2020 14:37:56
- [Pricing](#) - Sourcwell Price List for RFP.pdf - Tuesday December 01, 2020 18:27:43
- Additional Document (optional)

## Proposer's Affidavit

### **PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ Yes    ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Ice Rink and Arena Equipment with Related Supplies and Services_RFP_120320 Mon November 23 2020 10:19 AM	<input checked="" type="checkbox"/>	1



**AMENDMENT #1  
TO  
CONTRACT #120320-FZC**

THIS AMENDMENT is by and between **Sourcewell** and **Zamboni Company USA, Inc. (for itself and for affiliate, Frank J. Zamboni & Co. Inc.)** (collectively, Vendor).

Sourcewell awarded a contract to Vendor to provide Ice Rink and Arena Equipment with Related Supplies and Services to Sourcewell and its Participating Entities, effective January 6, 2021, through January 8, 2025 (Contract).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Section 18. Insurance—Subsection A. Requirements— Item 5. Network Security and Privacy Liability Insurance, of the Original Agreement, is deleted in its entirety.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

**Sourcewell**

DocuSigned by:  
By: Jeremy Schwartz  
Jeremy Schwartz, Chief Procurement Officer

Date: 6/14/2021 | 8:32 PM CDT

Approved:

DocuSigned by:  
By: [Signature]  
Chad Conditte, Executive Director/CEO

Date: 6/14/2021 | 8:34 PM CDT

**Zamboni Company USA, Inc.**

DocuSigned by:  
By: Doug Peters  
Doug Peters

Title: Regional Sales Manager

Date: 6/14/2021 | 3:11 PM PDT



**Solicitation Number: 120320**

## **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Zamboni Company USA, Inc., for itself and for affiliate, Frank J. Zamboni & Co. Inc., 15714 Colorado Ave., Paramount, CA 90723 (collectively Vendor).

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

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

### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires January 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

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

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their



respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. GOVERNMENT DATA PRACTICES**

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

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

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

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

**3. *Use; Quality Control.***

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

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

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

**14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

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

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

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

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

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

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of



not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any



person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

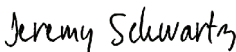
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits,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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

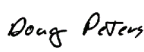
## 22. CANCELLATION

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


Sourcewell

DocuSigned by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
Date: 1/6/2021 | 1:42 PM CST

Zamboni Company USA, Inc., for itself and  
affiliate, Frank J. Zamboni & Co. Inc.  
(collectively Vendor)

DocuSigned by:  
  
8F993CFC0A14412...  
By: \_\_\_\_\_  
Doug Peters  
Title: Regional Sales Manager  
Date: 1/6/2021 | 12:33 PM PST

Approved:

DocuSigned by:  
  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO  
Date: 1/6/2021 | 2:40 PM CST

# RFP 120320 - Ice Rink and Arena Equipment with Related Supplies and Services

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## Vendor Details

Company Name: Zamboni Company USA, Inc

Does your company conduct business under any other name? If yes, please state: Frank J Zamboni & Co Inc

Address: 15714 Colorado Ave  
Paramount, CA 90723

Contact: Doug Peters

Email: doug@zamboni.com

Phone: 562-633-0751 111

Fax: 562-633-9365

HST#: 95-2982566

## Submission Details

Created On: Monday November 23, 2020 10:55:38

Submitted On: Wednesday December 02, 2020 14:28:18

Submitted By: Doug Peters

Email: doug@zamboni.com

Transaction #: f60a80f1-c821-4caf-ae11-2c818fb8f888

Submitter's IP Address: 47.6.94.9

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Zamboni Company USA, Inc Frank J. Zamboni & Co. Inc.	*
2	Proposer Address:	15714 Colorado Ave Paramount CA 90723	*
3	Proposer website address:	www.zamboni.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Doug Peters Regional Sales Manager 15714 Colorado Ave Paramount CA 90723 800-926-2664 x 111 562-205-8418	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Doug Peters Regional Sales Manager 15714 Colorado Ave Paramount CA 90723 800-926-2664 x 111 562-205-8418	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None	

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Zamboni brand ice resurfacers were the first ice resurfacing machine introduced to the ice arena marketplace. We have been in business for over 70 years and continue to lead the ice resurfacing marketplace in machines sold, innovation and introducing new features and technology to our industry.</p> <p>Our founder Frank Zamboni owned and operated ice rinks that are still in operation today. He understood that the principal product that he was selling was a sheet of ice.</p> <p>He also understood that in order to keep the guests coming back that he was going to need it to be a smooth and attractive sheet of ice.</p> <p>In order to provide this Frank began to tinker around to try to develop a machine that would shave the ice surface, wash it, pick up the shavings and lay down water to provide that attractive finished sheet of ice that the skaters desired.</p> <p>With this Frank developed the world's first ice resurfer.</p> <p>Now over 70 years later the Company that he founded still produces each machine by hand, individually for each customer.</p> <p>We serve a small marketplace and as such work hard to secure each order as well as provide each and every customer with the customer service they have grown to expect since the formation of the company and first machine was sold.</p> <p>We support industry organizations such as MIAMA, WIAMA, NEISMA, NRPA, ISI, IAVM, USIRA that cater to our industry.</p> <p>We work with them to provide educational information as well as participate in their conferences so that our customers know how to safely operate and maintain our machines for the longest possible life of the equipment.</p>	*

8	What are your company's expectations in the event of an award?	In the event that we are again awarded a contract with Sourcewell, it would be our goal to continue to grow our sales numbers through the contract. We are continually educating our customers on the benefit the Sourcewell advantage. We are extremely excited about the fact that we have secured 7 orders this year under the Sourcewell contract in Canada that will be shipping in 2021. We also have the expectation of another 6 Canadian orders in the first quarter of 2021. If we are awarded another contract we only expect this number to grow as our Canadian customers learn the benefits of Sourcewell. A few of our Canadian dealers have additional experience with the Sourcewell process as they have other lines that they sell that also have a Sourcewell contract.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We are a privately held company that does not release its financial details. For over 70 years of operation we have had open lines of credit with such companies as Dana Corp, ITT Jabsco, VW of America, Sundstrand and Vickers. Our Dunn & Bradstreet # is 008501066	*
10	What is your US market share for the solutions that you are proposing?	The Zamboni Company is the dominant producer of ice resurfacers exceeding 85% of the marketplace in the USA	*
11	What is your Canadian market share for the solutions that you are proposing?	The Zamboni Company is the dominant producer of ice resurfacers exceeding 75% of the marketplace in Canada	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Zamboni Company USA is the world renowned manufacturer of Zamboni ice resurfacers, ice edgers with related options and features for both. In addition to our Paramount CA plant we also have manufacturing facilities in Brantford Ontario Canada and Osterfarnebo Sweden. We also recently acquired our dealer for the Province of Quebec. We have a dealer network throughout the USA, Canada and the world to both sell and service our customers. Each dealer is independently owned and operated with no financial ties to the Zamboni Company. Our dealers are educated on the Sourcewell contract as well as some of them having attended regional get to know Sourcewell meetings when they were able to be held. Our dealers provide parts and service to our customers and in some cases direct sales of new machines.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	To our knowledge other than a standard business licenses which we have for each of our locations there are no other certifications required to produce and sell our machines. We are in the process and hope to be ISO certified at our Canadian plant within the next 3 months	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Our founder Frank and his son Richard have been inducted into numerous HOF's which includes the USHOF and the National Inventors HOF. Frank was also awarded an honorary doctorate from Clarkson University. Our industry is not large enough that companies are typically recognized for their efforts. Many of our staff have received individual awards for their efforts within organizations that are specific to our industry.	*
17	What percentage of your sales are to the governmental sector in the past three years	This percentage will vary from month to month and year to year depending on the customers needs for new equipment. We would estimate that it could be as high as 65% or as low as 30% in any given month.	*
18	What percentage of your sales are to the education sector in the past three years	As this is a smaller segment of our industry in that there are not as many Schools or Colleges that have their own ice rink we would estimate that this would likely be less than 10% annually	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	The only co-op contract that we hold at this time is with Sourcewell. In the last 3 years we are just under \$15 million dollars in sales under our Sourcewell contract.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of St Louis Park	Jason Eisold	952-924-2547	*
Glenview Ice Center	Jim Weides	847-724-2800	*
City of Crookston	Scott Riopelle	218-281-1242	*

**Table 5: Top Five Government or Education Customers**

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Ramsey County Parks and Recreation	Government	Minnesota - MN	Ice Resurfacers	4	\$521,617.50	*
City of St Louis Park	Government	Minnesota - MN	Ice Resurfacers	2	\$320,798.40	*
Community First Champion Center	Government	Wisconsin - WI	Ice Resurfacers	2	\$283,125.40	*
City of Fergus Falls	Government	Minnesota - MN	Ice Resurfacers	2	\$262,928.20	*
City of Crookston	Government	Minnesota - MN	Ice Resurfacers	2	\$264,519.00	*

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *	
23	Sales force.	In the USA we have a dealer in NJ who handles portions of NY, PA, CT and all of Washington DC, DE, MD, NJ, & VA (3 sales people) We have another dealer in FL who handles AL, AR, FL, GA, LA, MS, NC, SC and TN (2 sales people). The balance of the USA is handled out of the Paramount CA headquarters (2 sales people). In Canada we have dealers in all Provinces with the exception of Saskatchewan and Manitoba. Both are handled by one dealer headquartered in Manitoba with a sales and service office in Saskatchewan. Each one of these dealers has at least 2 dedicated sales people to handle our line of machines. Our plant in Brantford Ontario handles the Ontario marketplace (3 sales people) While we purchased our dealer in Quebec we did not change the structure of the operation there. They continue to offer sales and service with oversight from our Brantford facility.	*
24	Dealer network or other distribution methods.	Sales of our products is handled through the dealer network as described in Line Item 23. Where we do not have a dealer handling a particular State in the USA we handle the sales directly from Paramount CA. In Canada our operation in Brantford Ontario handles the Province of Ontario with the dealers handling the balance of the provinces as described.	*
25	Service force.	In the USA we have factory authorized service locations in Somerset WI, Kalamazoo MI, Huntington MA, West Concord MA, and Flanders NJ in addition to the dealers in those areas. We will often source fork lift repair companies to work with if we have a customer that is in a remote location who needs service. As many of our customers are in smaller remote cities it is not practical to have a dealer for each and every State.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer service is provided by any of our team members within their territory as well as out of our Paramount CA location. In Canada each dealer takes care of their Province and can also be assisted by our plant in Brantford or dealership in Quebec. We understand the business of ice as Frank was a rink owner and the family still owns rinks so we no how critical it is to get our machines back in operation when they have an issue. In most cases we are able to get our customers back up and operational in no more than 24 hours.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are willing and able to sell and service our machines in all 50 US States. As long as the customer is eligible to purchase a machine under the Sourcewell contract we are more than happy to sell it under the Sourcewell contract.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and able to sell and service our machines in Canada wherever the Sourcewell contract is accepted. As stated previously we have several of our Canadian dealers who were already familiar with the process as they handle additional lines that have Sourcewell contract pricing.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no areas in either the USA or Canada that we would not be interested in selling to provided they can accept and purchase under the Sourcewell contract or a related affiliate.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no government, educational facilities, or not for profits that we would not sell to.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We know of no restrictions in Hawaii other than there is only 1 rink and it is a private operation. In Alaska we have no issues as we have sold several machines already and have another booked already for 2021.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>We prominently display the Sourcewell Awarded Contract on our Company profile page with links to the Sourcewell website.</p> <p>When displaying at trade shows we use Sourcewell supplied marketing materials to promote the fact that we have been awarded a Sourcewell Contract.</p> <p>We have made specific posts to social media sites advising our customers about our Sourcewell Awarded Contract.</p> <p>We have recorded an episode for our Ask the Zamboni Experts podcast series with staff from Sourcewell to further educate our customers about the ease of utilizing Sourcewell for the purchase of our machines.</p> <p>We have participated in Webinars in Canada that talk about the Sourcewell Contract and how they can utilize it to streamline the purchase process.</p> <p>We continue to search out ways to work with Sourcewell to promote the use of our contract to benefit our customers, ourselves and Sourcewell.</p>	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We introduced to the marketplace this year our podcast Ask the Zamboni Experts. It is a mix of episodes that touch on available features or operation of our machines to discussions with industry leaders.</p> <p>Mixed in to this to keep some of them entertaining and to try to lighten the mood in the world we live in today are episodes that include Dave Hanson of the movie Slapshot, Kenny Albert renowned sports play by play announcer and former NHL players Reed Larson, Dennis Hextall and Henry Boucha.</p> <p>We also utilize Facebook, Twitter, LinkedIn, Instagram and YouTube.</p> <p>We have made a concerted effort in the last 12-18 months to produce videos on maintenance tips and options information.</p> <p>We are also making available all of our manuals and parts lists for our machines through our website.</p>	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We are hopeful that we will be successful in our bid for our third Sourcewell Contract.</p> <p>Since we are somewhat experienced in working with the people at Sourcewell we would hope that we could continue to get their assistance in letting our potential customers know that we have been awarded a Sourcewell Contract.</p> <p>As new means of technology become available to all of us we would look to Sourcewell to guide us along with their continually updated tools to get our name in front of our potential customers.</p> <p>We would continue to lead our sales approach with letting customers know that we have a Sourcewell Contract that can simplify their purchasing process.</p>	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>We are not fully integrated into an e-procurement process at this time.</p> <p>Given the current conditions of the world we are looking to do more and more things electronically provided that it improves efficiencies and is cost effective.</p> <p>We will continue to monitor these types of services and make the changes when the make sense to us as a company.</p>	*



**Table 8: Value-Added Attributes**

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>The Zamboni Company continues to innovate by using current technology to provide tools for our customers to learn about proper operation and maintenance. These videos are available through our website to all of our machine owners.</p> <p>We are constantly searching for new topics that will benefit our customers to better operate our machines and to aid in longer life of the equipment.</p> <p>On site training is provided, the cost will be determined by the scope and required time on site.</p> <p>For machines located within a distributor territory a 4 hour version of this training would be provided at NC.</p> <p>If a longer or more extensive session is required costs would be negotiated.</p>	*
37	Describe any technological advances that your proposed products or services offer.	<p>Zamboni built a custom web and mobile application called Zamboni Connect. It delivers data from sensors on the machines to any mobile or connected device. The Zamboni Connect System allows users to monitor consumption of resources and operator/machine performance as well as providing insight used for predictive maintenance.</p> <p>Zamboni has made all of its operating instructions, parts lists, safety information, training and tip videos and related materials available online at no cost for the customers. Create a simple login and download materials any time, from any mobile or wired device.</p> <p>We are using our podcasts and social media to provide customers with timely and important product information, safety updates and content designed to ensure the safe and proper operation of their Zamboni equipment and ultimately to deliver a better user experience.</p>	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>The Zamboni Company was the first to the marketplace with an electric ice resurfacer that was used in the 1960 Olympic Games in Squaw Valley CA. This innovation and green initiative continued with the first mass produced electric ice resurfacer (Zamboni 550) brought to the market in the 1980's.</p> <p>The Zamboni 552 was introduced in 1990 as the first electric ice resurfacer capable of handling a typical community rink schedule.</p> <p>Now over 30 years later we continue to innovate by having the first OEM Lithium Ion battery powered machine on the market with our Zamboni 450 as well as the LI package being available in the Zamboni 552. We also market our Fast Ice System which is a computer controlled water delivery system that controls the amount of water being applied to the surface to help reduce refrigeration costs.</p> <p>We also have available the Level Ice system which helps to control the the thickness, again reducing refrigeration costs.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	At this time other than the chargers that we are using along with our battery powered machines that meet the stringent California energy standards we are not aware of any other third party eco labels being assigned to our machines or their components.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	None at this time.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>The Zamboni Company is the original ice resurfacer to the ice rink industry. First to market and we are continually striving to find ways to enhance the product for our customers, whether it be with design changes, new features or functions or educational information to make it a better experience for our customers with our machines.</p> <p>Through our past Sourcewell contracts we have been able to streamline the purchase process for our customers and provide them with value pricing.</p> <p>We hope to be able to continue to do this with another contract as well as expand this innovative purchasing process through more sales into the Canadian marketplace.</p>	*

**Table 9: Warranty**

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

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	A copy of our Standard Warranty will be included in the document upload section of this RFP. Labor is not a typical component of our warranty. We refer to it as a common sense warranty. We are not going to cover labor for a burnt our headlight but will cover labor in most cases for major components on the machine.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our standard warranty period is 2 years or 2000 hours.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	If the repair is covered under warranty these costs would be a part of that warranty as well.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	If the distance is too far to send one of our team members we will work with the customer to reimburse them for labor time or find an outside source that is agreeable to both sides. Ultimately it is the goal of Zamboni to get any problems resolved as expeditiously as possible.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	For simplicity reasons for our customers we in most cases will deal with our suppliers on warranty issues. There are some cases where our supplier will address a situation but we are kept in the loop from start to finish.	*
47	What are your proposed exchange and return programs and policies?	If there is a defective part the component is issued an RMA # and the customer returns the part to us. This starts a record of the component from start to finish of the return and credit if issued. The part in question is sent to our supplier and once a determination has been made as to the cause of the failure the situation is brought to a resolution with the customer.	*
48	Describe any service contract options for the items included in your proposal.	Service contracts may be available from our dealers but it is not something that we offer directly.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Our standard payment terms on Municipal, Educational or Not for Profits is Net 30 days from the date of the invoice.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	We do not offer leasing in house but have been very successful with offering a lease option through NCL Government Capital which also has a Sourcewell Contract. The synergy is helpful as the customer can work with both of us using Sourcewell Contracts	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Having a Sourcewell Contract has really simplified the purchase process for our customers for the past 8 years.</p> <p>We send out a proposal to the prospective customer and they advise what options they do or do not want on their machine. We revise the proposal to the spec that they want the machine to be, add a line item for the Sourcewell discount, add a line item for a trade in if they have one, a line item for freight and provide a total. They are then able to issue their P.O. or some sort of order confirmation and the process is complete.</p> <p>We utilize our production schedule to double and triple check when doing our sales report to Sourcewell.</p> <p>As we are not selling thousands of machines yearly the process is very reliable to make sure that we report all sales purchased under the Sourcewell contract.</p> <p>We have a process worked out with our dealers where we submit all of the sales information to Sourcewell so that nothing is left to chance.</p> <p>We actively work with them to make sure that they understand the benefits and the ease of the sale process when using the Sourcewell Contract.</p>	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	At this time we do not accept P-Card payment process.	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Enclosed with our proposal is an Excel file that has individual spreadsheets for each of our models being proposed as well as accessories that we produce or offer for sale. We offer a 3% discount on all machines, options and accessories to any prospective Sourcewell customer. All pricing is in US \$\$	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We are proposing a minimum 3% discount off of the list price that is submitted in our pricing file. All pricing is in US\$\$	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	At this time we do not offer quantity discounts, volume discounts or a rebate program.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We do not offer our machines or the options at a "at cost" or cost plus percentage basis.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight is an additional cost that is not included in our pricing as it will vary depending on where the customer is located, the type of machine being shipped as well as the prevailing shipping costs at the time of the shipment of the machine. Basic training on the machine is provided if requested at no additional cost to the customer. If more extensive training is requested a price would be negotiated based on the location and timing. All of this would be done by Zamboni personnel or one of our distributors/dealers.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	A quote from a carrier is obtained when the proposal is provided to the customer. We secure the machine in a trailer and the machine is shipped to the customer if the sale is not through a dealer. In some cases it goes to one of our service providers who would then arrange final delivery to the customer. If the customer requests an onsite review of the machine this is offered at no charge subject to being able to coordinate a visit that works for both parties.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	At this time there are no ice rinks that qualify for the Sourcewell program in Hawaii. For Alaska we utilize Lynden Freight as they are the primary resource for shipments into Alaska. For Canada all shipments would be handled the the dealer for the province who would arrange for final delivery to the customer.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Something of this nature would be entirely dependent on what the customers requirements are. As our machines are large in size the delivery process is typically well prepared for on both ends prior to shipment of the machine so that a customer does not have to say "now what do we do with this?"	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d. other than what the Proposer typically offers (please describe).	The discounted pricing that we offer to customers through the Sourcewell Contract provides lower pricing than what would be quoted to a non Sourcewell Contract customer purchase.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We utilize our production schedule to track sales that our through the Sourcewell Contract pricing. There is also a line item on the sales order that reflects this discount. The schedule is reviewed quarterly to double check that all sales under the contract are recorded and reported to Sourcewell.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Under our last 2 contracts we have been paying a 1.5% administrative fee for all purchases under this contract. We continue to expand our reach with sales through the Sourcewell Contract. We anticipate this to only grow at a much faster rate now that we have expanded this program into our Canadian marketplace. We feel that if we are awarded another contract that we could see growth in the 25-30% range in the first year alone. As the world has changed dramatically in the last 8 months and we are not sure how much impact COVID will have on our industry we respectfully request that our administrative fee be kept at 1.5% of the purchase price of each unit sold.	*

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

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We offer a full array of ice resurfacing machines from our Zamboni 100 a small tractor pulled unit all the way up to our Olympic Oval and large capacity machine the 700. We have time saving options as well as unique features whose design is to make the job of maintaining an ice surface easier for the rink personnel. We have properly sized machine for most every need along with ice edgers so that our customers can get everything that they need to keep their ice surface smooth as a sheet of glass.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We feel that we fit comfortably within this contract category that has been refined since the last RFP that we responded to.	*

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Comments	
66	Ice resurfacers and edgers	<input checked="" type="radio"/> Yes <input type="radio"/> No	A full line of ice resurfacers and ice edgers and related components	*
67	Dasher boards and rink dividers	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*
68	Ice rink and arena equipment and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ice resurfacers, edgers and related components	*
69	Ice rink and arena structural or mechanical equipment (HVAC, etc.)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*
70	Ice rink and arena related services	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As a large percentage of our customers are Sourcewell eligible there are very few that do not go the route of using the Sourcewell Contract. The goal would be to continue to grow the sales volume with a large percentage of that growth expected to come from the Canadian marketplace. If we can add overall sales and they come because of the Sourcewell Contract, we view that as being a successful partnership.	*
72	Describe how your proposed equipment, products, or services impact the indoor air quality of an ice rink or arena.	The Zamboni Company continues to lead the ice rink industry with products designed to reduce or eliminate emissions that are put out by our machines. Our fuel powered machines utilize fuel efficient 4 cylinder engines that produce the least amount of emissions of any fuel powered ice resurfacers on the market. The Zamboni 552 celebrated its 30th year of production this year and we became the first OEM manufacturer of ice resurfacers to bring a Lithium Ion battery option to the market with it being available in the Zamboni 450 and Zamboni 552. With a relatively new feature called Zamboni Connect our customers are able to monitor their machine from outside their building. This gives them freedom from their workplace while still being able to monitor the machine's operation and performance. We continue the drive to Net Zero ice maintenance and we believe that our line of electric ice resurfacers and battery edger option provide our customers with many choices to achieve this.	*
73	Describe how your proposed equipment, products, or services comply with any applicable environmental regulations.	The engines that we use in our fuel powered machines meet all of the current EPA/CARB standards. We continue to educate our customers on the benefits of electric machines and expect at some point down the road that all ice resurfacers will be electric. Until then we will continue to find ways to make our fuel powered machines which are available in gas, LPG or CNG to be as clean as possible. With the certified engines that we are currently using the emission difference between gas and LPG or CNG is undetectable.	*
74	Describe your product attributes and advancements in regard to product safety, longevity and lifecycle costs.	The Zamboni Company was the first to bring an ice resurfacers to the marketplace over 70 years ago. We have and continue to refine the machine to make it safer and easier for our customers to not only operate but maintain for the longest possible life. We are proud of the fact that our machines provide a longer life span than any competitor on the market. We have some machines that were built in the 1950's that are still operational today. Customers in Canada have done research in the past to determine that Zamboni machines cost less to maintain over their operational life than competitors machines. When all facts were considered it was determined that Zamboni machines had a far lower operational cost as well due to a smaller more fuel efficient engine.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 75. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

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

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by

Sourcwell.

3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - WMS Ref Letter.pdf - Tuesday December 01, 2020 14:29:18
- [Marketing Plan/Samples](#) - Sourcwell RFP Docs.zip - Wednesday December 02, 2020 12:03:06
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty SW.pdf - Tuesday December 01, 2020 14:37:56
- [Pricing](#) - Sourcwell Price List for RFP.pdf - Tuesday December 01, 2020 18:27:43
- Additional Document (optional)



## Proposer's Affidavit

### **PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated



by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ Yes    ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Ice Rink and Arena Equipment with Related Supplies and Services_RFP_120320 Mon November 23 2020 10:19 AM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1  
TO  
CONTRACT #120320-FZC**

THIS AMENDMENT is by and between **Sourcewell** and **Zamboni Company USA, Inc. (for itself and for affiliate, Frank J. Zamboni & Co. Inc.)** (collectively, Vendor).

Sourcewell awarded a contract to Vendor to provide Ice Rink and Arena Equipment with Related Supplies and Services to Sourcewell and its Participating Entities, effective January 6, 2021, through January 8, 2025 (Contract).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Section 18. Insurance—Subsection A. Requirements— Item 5. Network Security and Privacy Liability Insurance, of the Original Agreement, is deleted in its entirety.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

**Sourcewell**

DocuSigned by:  
By: Jeremy Schwartz  
Jeremy Schwartz, Chief Procurement Officer

Date: 6/14/2021 | 8:32 PM CDT

Approved:

DocuSigned by:  
By: [Signature]  
Chad Conditte, Executive Director/CEO

Date: 6/14/2021 | 8:34 PM CDT

**Zamboni Company USA, Inc.**

DocuSigned by:  
By: Doug Peters  
Doug Peters

Title: Regional Sales Manager

Date: 6/14/2021 | 3:11 PM PDT

# Memorandum

File #: 21-820

City Council Meeting

**FROM:** Bear Prairie, General Manager  
**DATE:** Wednesday, March 1, 2023  
**DEPARTMENT:** Idaho Falls Power

## Subject

Resolution Amending the Idaho Falls Power Service Policy

## Council Action Desired

- ☐ Ordinance
 ☒ Resolution
 ☐ Public Hearing

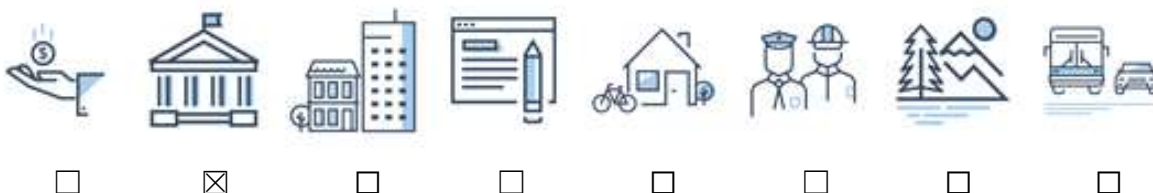
☐ Other Action (Approval, Authorization, Ratification, etc.)

Approve the resolution amending the Idaho Falls Power Service Policy and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

Idaho Falls Power (IFP) staff and board members review and discuss the utility's Service Policy annually to make any necessary additions, modifications, or updates to ensure the living document remains a useful and relevant tool for customers.

## Alignment with City & Department Planning Objectives



Improving the IFP Service Policy with added clarity and safety measures demonstrates our readiness for good governance and a safe community. It also supports the customer exchange and safety elements of the IFP Strategic Plan.

## Interdepartmental Coordination

The City Attorney concurs the policy updates are appropriate.

## Fiscal Impact

This is a policy review and update, so there is no impact to the IFP budget.

## Legal Review

The City Attorney Department has reviewed and approved the updates to the service policy.

**RESOLUTION NO. 2023-**

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING THE REVISED IDAHO FALLS POWER SERVICE POLICY (2023); PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City owns and operates a municipal electric utility, Idaho Falls Power (“IFP”), employing a number of dedicated employees in the electric trade and providing services to many customers; and

WHEREAS, the City has authorized IFP to promulgate written rules and regulations and /or customer service policies regarding its delivery of electrical services pursuant to Idaho Falls City Code; and

WHEREAS, IFP has developed a Service Policy relative to procedures for new and existing services; and

WHEREAS, the Council agrees that the updated and revised Service Policy attached is an appropriate service policy to help ensure consistent and fair conditions of delivery of electrical services by IFP.

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

1. On behalf of Idaho Falls Power, the Idaho Falls City Council hereby endorses and adopts the attached Idaho Falls Power Service Policy (2023) as the governing set of rules, regulations, and/or customer service policies regarding delivery of electrical services by IFP to electric customers.
2. That all prior Service Policies are hereby superseded and no longer applicable.

ADOPTED and effective this \_\_\_\_ day of \_\_\_\_\_, 2023

ATTEST:

CITY OF IDAHO FALLS, IDAHO

\_\_\_\_\_  
CORRIN WILDE, CITY CLERK

\_\_\_\_\_  
REBECCA L. NOAH CASPER, Ph.D., MAYOR

(SEAL)

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

I, CORINNE WILDE, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO  
HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Resolution  
entitled, “A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A  
MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING  
THE REVISED IDAHO FALLS POWER SERVICE POLICY (2023);  
PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY  
SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

---

CORINNE WILDE, City Clerk

(SEAL)



## SERVICE POLICY

Effective 2023<sup>2</sup>

This Policy provides information on the Idaho Falls Power (IFP) procedures for new and existing services and what will be required of a Customer desiring electric service. This Policy is based in part on current Idaho Falls City Code. It is to be used only as a guide and shall not be considered to be complete with respect to all possible service configurations or special or extenuating circumstances. Questions pertaining to this Policy should be directed to the Engineering Manager, or the Distribution Superintendent at (208) 612-8430. **Any deviations from this Policy must receive prior IFP written approval.**

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Changes new to this edition:

1. ~~Added note that free draining aggregate must be in fiber junction box. Note 4 in Fig. 7~~
2. ~~Added statement for the standard markings for meter sockets and their corresponding units and verifications required. Section V.I.1~~
3. ~~Added the option to use 1.25" continuous duct fiber conduit. Section III.D.1~~
4. ~~Clarification on bolt lengths on the light pole foundations. Fig.10~~
5. ~~Added that all future use needs 2x4 marking and must be capped. Section III.D.3~~
6. ~~Added fiber ONT recommendations when it comes up on the house. Fig 33~~
  7. ~~Trailer parks are no longer commercial. Deleted from Section I (Definitions)~~
    1. ~~Soft start/Motor starting, II.K.~~
    2. ~~Statement that IFP conduit is only for IFP use, III.A.2.~~
    3. ~~Added requirement for marking of conduit and options for markers, III.A.3.~~
    4. ~~Added "Level 2" to specify type of DC charger, VIII.A.~~
    5. ~~Changed wording in Customer Generation, VII.B.2.a~~
    6. ~~Added FAQ for transfer of power service and crypto mining as appendixes, XI~~
    7. ~~Added a suggestion to inform IFP of non-standard meter installations, V.~~
    8. ~~Added recommendations for wall mount boxes for fiber in Figure 33.~~
    9. ~~Added NEMA definition in I.~~

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I. DEFINITIONS:

CHARGING STATION: IFP-supplied equipment that is leased to a customer for the purpose of charging electrically powered vehicles.

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CITY: City of Idaho Falls, Idaho.

COMMERCIAL: Development that is non-residential or, for the purpose of construction and maintenance of the electric infrastructure, a development that is Multi-Family Housing with three or more attached units with a meter pack (master-metered). (See International building code for more information about the commercial classification)

CONTRACTOR: Any person or entity who is doing work that will require electric service or other interaction from IFP. Contractor is a general term that can apply to one (1) or more property developer, owner, owners' agent, or other entity performing work at location.

CT METER: A metering system where the current is measured indirectly with a current transformer.

CUSTOMER: The person(s) who will be the owner(s) of the property where the service is provided and who shall be responsible for the ongoing costs of maintenance and service.

CUSTOMER-GENERATOR: A customer with a small generation facility (solar, wind, etc.) who has a net-metering agreement with IFP.

GENERATION EQUIPMENT: Equipment (solar panels, small wind, gas-generators, etc.) used in the generation of electricity.

ISPPWC: Idaho Standards for Public Works Construction

IFP: The City of Idaho Falls, Idaho, dba Idaho Falls Power.

INFILL LOTS: Platted or unplatted property left after development has been complete or that have been developed in the past and the structures have since been removed that may be subject to line extension fees.

MASTER-METERED: One (1) meter that measures the electrical service for more than one (1) living unit or commercial interest.

MOBILE HOME PARK: Development that has three or more stand-alone residential units built on parcel(s) under common ownership, wired to HUD standards, and typically mobile homes where each unit has a self-supported meter base, or that is master metered.

NEMA: National Electrical Manufacturers Association, organization that develops standards for electrical equipment.

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NESC: National Electric Safety Code, which is the governing standards for electric utilities.

NET ENERGY: The difference between the electricity consumed by the Customer-Generator and the electricity produced by the Customer-Generator's Generation equipment and facility.

NET-METERING: A system in which a small generation facility, (e.g., renewable energy generators), are connected to the power grid and surplus power is transferred onto the grid, allowing customers to offset the cost of power drawn from IFP.

PRIMARY: The parts of the IFP system that are operated at a nominal 15kv phase-phase. Actual operating voltages are 12,400 volts phase-phase and 7,200 volts phase-ground.

RESIDENTIAL: Single Family Home (independent meter attached to a wall), Multi-Family Housing (two units with a meter pack or master-metered), and Single Family Attached (individual service to each house with meter attached to the individual house).

SECONDARY: The parts of the IFP system that are operated below 600 volts.

SELF-CONTAINED METER: A non-instrumented single-phase meter under four hundred (400) amps (class 320) or a three- (3) phase meter under two hundred (200) amps.

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## II. SERVICE REQUIREMENTS

SERVICE FEES: CONSISTENT WITH IDAHO FALLS CITY CODE, ALL FEES OR COSTS, APPLICABLE TO LINE EXTENSIONS FOR RESIDENTIAL OR COMMERCIAL INDIVIDUAL CUSTOMERS OR DEVELOPMENTS SHALL BE PAID IN ADVANCE OF ANY INSTALLATION OF ELECTRICAL INFRASTRUCTURE. APPLICABLE FEES ARE PUBLISHED IN THE FEE SCHEDULE ESTABLISHED BY CITY COUNCIL RESOLUTION.

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### A. General Service Requirements:

1. A Customer desiring new electric service from IFP must first secure a building permit from the City Building Department. For all three-phase and commercial projects, it is required that the Customer coordinate service plans directly with IFP prior to seeking a building permit. The Customer shall provide a completed transformer load sheet and information necessary for IFP to provide electrical service, including but not necessarily limited to: preferred service location (overhead or underground service), single-phase or three-phase service, total connected load, electric heat and air conditioning load, required voltage, and the number and size of motors with ratings greater than ten (10) horsepower.
2. The International Building Code and International Residential Code determines if a building is commercial verses residential for the purpose of construction and maintenance of the electric infrastructure. Power consumption charges and line extension fees are based on the occupancy type and are listed in The Fee Schedule Established by City Council Resolution.
3. The Customer is solely responsible for the selection, installation, and maintenance of all electrical equipment and wiring, on the load side of the point of delivery (other than IFP's meters and apparatus). The Customer shall be responsible to provide adequate protective measures for all electric motor installations.
4. The Customer shall be responsible to install and maintain surge suppressors, auxiliary power units or other protective devices for the protection of computers, computer software and programming, televisions, or other equipment sensitive to voltage spikes, surges, sags, transients, noise interruptions or outages.
- ~~5.~~—The Customer shall install and maintain all suitable protective devices and equipment to protect the Customer, life and/or property, from harm or injury from electric current because IFP shall assume no duty to warn or to otherwise assist the Customer in the selection of or use of electrical appliances, tools, equipment, or facilities.
- 5.
6. Whenever a Customer's equipment has characteristics which causes interference (e.g., harmonics, transients, waveform distortions, fluctuations, etc.) with IFP's

service to other Customers, the Customer causing the interference shall make changes in such equipment or provide, at Customer's expense, additional equipment to eliminate the interference. Power quality of the Customer shall meet the IEEE 519 standard, ANSI C84.1 standard, and City Code 8-5-26.

7. Padmounted equipment (including ground sleeves / pedestals, etc.) shall not be provided or set until curb and gutter have been installed. Approval from IFP is required prior to any deviation from this requirement.
8. IFP's required easements for the electric and fiber lines shall be identified and designated prior to construction. In general, easements for electric and fiber service shall be twelve feet (12') in width. Along rights-of-way (ROW) easements shall be a minimum of fifteen feet (15'). Proposed easement width may vary depending on road classifications and IFP future planning needs.
9. New utility easements of less than twelve feet (12') in width require prior approval from IFP design staff. It is the Customer's responsibility to have IFP's designated easements surveyed and dedicated to the ~~City~~CITY.

#### B. Commercial Service Requirements

1. Commercial services are defined as Non-residential and Multi-Family Housing that has three or more units attached with a meter pack (see International Building Code). Exceptions on case-by-case basis shall be coordinated by IFP and Building Department.
2. Prior to design, every commercial and industrial Customer shall provide the following information to IFP:
  - a) A plot plan indicating the preferred service entrance location
  - b) If previously recorded public utility easements or are not available, provide easements to IFP for underground power cable, as indicated on the marked-up plot plan described above. If the indicated easement locations present problems, the Contractor is responsible to obtain permission for a different routing from IFP.
  - c) Proposed transformer location (final determination will be made by IFP)
  - d) A completed transformer load sheet (attached to review sheet or by pdf from IFP design)
  - e) All electrical requirements including number of phases, voltage, connected single-phase and three-phase loads.
  - f) Determine location of loads, approximate size of loads and possible future load needs. All three-phase underground installations shall be served with Y connected secondary only (i.e. 120/208 or 277/480).

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~~3.1~~ No service work, cable pulls, or connects will be made unless the site address is posted in a conspicuous place.

3. Determine location of service entrance, approximate size of loads, and an estimate of future electric loads
4. Provide a meter base, standard power riser, weather head, and/or suitably anchored attachment point to allow connection to IFP's designated service tap point. Install IFP provided CTs
5. Provide necessary easements to connect the Customer to IFP's designated interconnection point. Easements are required for primary conductor only, except in rare cases where an easement for overhead secondary conductor may be necessary (because it crosses property boundaries).
6. IFP will then provide the meter and current transformers and aerial overhead conductor. Note that no Customer owned equipment will be permitted on IFP's poles.
7. Contractor / Customer is required to provide and install all secondary conductor and to ensure adequate coil at each end for IFP to terminate.

#### C. Commercial Service Requirements for Operation

1. The Customer is solely responsible for the selection, installation, and maintenance of all electrical equipment and wiring, on the load side of the point of delivery (other than IFP's meters and apparatus). The Customer shall be responsible to provide adequate protective measures for all electric motor installations.
2. The Customer shall be responsible to install and maintain surge suppressors, auxiliary power units or other protective devices for the protection of computers, computer software and programming, televisions, or other equipment sensitive to voltage spikes, surges, sags, transients, noise interruptions or outages.
- ~~3.~~ The Customer shall install and maintain all suitable protective devices and equipment to protect the Customer, life and/or property, from harm or injury from electric current because IFP shall assume no duty to warn or to otherwise assist the Customer in the selection of or use of electrical appliances, tools, equipment, or facilities.
- ~~4.3.~~ Whenever a Customer's equipment has characteristics which causes interference (e.g., harmonics, transients, waveform distortions, fluctuations, etc.) with IFP's service to other Customers, the Customer causing the interference shall make changes in such equipment or provide, at Customer's expense, additional equipment to eliminate the interference. Power quality of the Customer shall meet the IEEE 519 standard, ANSI C84.1 standard, and City Code 8-5-26.

#### D. Residential Service Requirements

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1. Residential services are defined as a Single Family Home, Multi-Family Housing (two units with a meter pack), and Single Family Attached (individual service to each house with meter attached to the individual house).
2. Line extension fees will be established by Resolution of the City Council. Additional clarification for infill lots are as follows:
  - a) Infill lots that were planned with services and that have adequate IFP infrastructure are not subject to the per lot fee or other line extension fees. If it is determined that the infrastructure needs upgraded to serve than this will be billed as an extra line extension fee.
  - b) Infill lots that were not planned as a residential lot are subject to the per lot fee.
  - c) Infill lots that have no IFP power infrastructure fronting or adjacent to the property are subject to the per lot fee plus all other applicable line extension fees to provide power to the property as determined by IFP.
3. New underground residential electric systems shall be installed in front lot locations and shall be determined by IFP. See Section III for trenching and conduit requirements.
4. Service Entrance and Meter Base:
  - a) ~~a)~~ The meter shall be located within five feet (5') of the nearest front corner of the house to the existing transformer or pedestal. Conduit is to have a maximum of 360° degree of bends. Services shall conform to Attached Figures of this Policy. Meter location requirements herein are to be used only as a guide and shall not be considered complete with respect to all possible service configurations or special extenuating circumstances. Any deviation of meter placement must have prior, written approval from IFP. The centerline of the meter should be five feet six inches (5'6") above the finished grade or walkway. If structural details prevent this, the centerline height shall be not less than four feet (4') or more than six feet (6').
5. Power Cables:
  - a) IFP will provide and install the necessary primary cable. IFP will provide and install the necessary secondary cable for services up to three hundred (300) amps.
  - b) The cables will be installed in the Contractor provided conduit to connect the Contractors' service point to the City's pad-mounted transformer or pedestal. The Contractor is required to establish a final grade compacted to a minimum of ninety-five percent (95%) of maximum density at each transformer and service pedestal on location large enough for placement of IFP's transformer

pad and/or pedestal. See Attached Figures of this Policy. The Contractor should coordinate work with IFP.

- c) The Contractor's service entrance equipment must be in place and approved by the electrical inspector before final hookup. Installed conduit shall be inspected by IFP to ensure proper conduit depth and installation. Cable will not be installed until the trench has been backfilled.

6. High Voltage Transformers and Sectionalizing Cabinets:

- a) The high voltage equipment shall not be enclosed in any manner which will restrict the dissipation of heat. A ten foot (10') minimum clearance and access must be maintained in front of the cabinet door. A two-foot (2') clearance should be maintained on all other sides of the equipment. Fences or landscaping installed within this clearance will be removed at the Customer's expense should servicing be required. See Attached Figures of this Policy.
- b) Additionally, overhead service wire length has a maximum length of one hundred twenty-five feet (125').

E. Multi-Family Service Requirements

- 1. Conduits and conductors used to service the building will be determined by IFP for Residential only (up to two units with a meter pack). For Commercial applications (three units or more with a meter pack) conduits and conductors will be determined and provided by the Contractor/Customer. See Section III for trenching and conduit requirements. Secondary conductor(s) will be terminated at one (1) point Customer's premises (i.e., main breaker, disconnect or similar tap point). IFP's conductor(s) shall not be used as a bus in gutters, etc.
- 2. A Contractor / Developer can install a meter pack as an alternative to individual meters on individual walls. Conduits and conductors can penetrate the firewall on Single Family Attached dwellings (see building regulations and coordinate with Building Department). Easements and agreements will need to be in place between each Property Owner / Home owner's association. Contractor / Owner shall communicate to IFP the type of construction when requesting approval.
- 3. Line extension fees are based on occupancy and will be established by Council Resolution. Multi-Family Housing line extension fees are only applicable when there is a meter pack of three (3) or more units.

F. Construction and Temporary Service

- 1. IFP will charge a fee for the installation and removal of power for a temporary facility to existing infrastructure (e.g., within thirty feet (30') of underground or one hundred twenty-five feet (125') from overhead tap point). This fee will be established by Resolution of the City Council and shall be paid at the City Building Department at the time of building permit application. Due to varied

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field conditions, the Contractor or Customer will need to coordinate a site visit with IFP staff at (208)612-8430 to determine installation requirements. If providing the service requires pole installation or transformer placement, an additional one-time fee shall be paid to IFP prior to the installation of the temporary service. Temporary Service request forms with current associated fees are available at the Building Department.

2. Examples of temporary facilities include a construction trailer or Christmas tree lot, which would require a line extension and/or transformer. Temporary power service shall be limited to three (3) months post completion for construction projects or to one (1) year of continuous service for non-construction services.
3. The Contractor or Customer must provide service pole and meter base, and have it approved by the City's electrical inspector. The service pole cannot be more than one hundred twenty-five feet (125') from the designated IFP interconnection point. The service pole shall be tall enough to allow for appropriate traffic clearance and be strong enough to support the service conductors.

G. Requesting Changes to Existing Services (service upgrades)

1. Any Customer may request a change to an existing service, including upgrades, expansion, extension or relocation. Customers requesting change in existing service shall pay labor and materials costs associated with the service change. All payments will be made in advance of the change in service. Residential service upgrades must comport to City Code 10-3-5(Z)(8) for zoning. Primarily, the use of utilities shall not be beyond that reasonably used for residential services; e.g.e.g., cryptocurrency mining would not be considered a residential use.

~~2.~~—The Contractor or Customer shall be responsible for costs incurred by IFP for the repair of any of its facilities damaged by the Contractor or Customer or a third party working on behalf of the Contractor or Customer. IFP will provide information and services in advance of maintenance or construction activities (such as dropping and reconnecting overhead service lines for tree trimming) at no charge, if scheduled during regular business hours.

2.

H. Illumination of Public Rights-of-Ways

1. It shall be the Customer or Contractor's responsibility to provide illumination (street lights) along or within the public rights-of-way contained within a new development.
  - a) IFP will coordinate with the Developer regarding design and construction responsibilities for lighting.

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- (1) When determined by IFP, Contractor to utilize flood seals and compact compression connector Burndy YPC2A8U bg die or w-bg die; or approved equal for all connector taps.

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2. All new light pole foundations and lighting conduits shall be constructed by the Contractor in accordance with current Service Policy Figure 10, ISPWC (Idaho Standards for Public Works Construction), and City of Idaho Falls standard specifications. IFP will furnish to the Contractor a bolt hole template (pending availability), anchor bolts, nuts, washers, grounding butt plate, and ground wire needed for the installation of the light poles. Contractor may utilize a precast light pole base as long as it matches all specifications.
  - a) The Customer shall purchase or construct a concrete light pole base per current IFP specifications in the location indicated on the IFP Contractor Map. The final light pole location will be determined by IFP. If the Customer chooses to pour in place the pole base, IFP must be contacted for inspection of pole base prior to the base being poured. Light Pole base shall conform to Attached Figures of this Policy. A light pole will not be installed on the pole foundation until it has cured a minimum of seven (7) days. When the temperature is forty (40°) degrees or lower the pole foundation shall be covered with an insulated tarp.
3. Contractor to ensure adequate backfill at proposed light pole bases and utilize ¾" gravel to maximize compaction.
4. IFP will install poles and luminaires along or within the public rights-of-way with the cost of materials paid by the Contractor prior to installation, except in the commercial applications described above.

#### I. Required Conductor Clearances

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1. See Service Policy Figures for required clearances of overhead power lines to driveways, parking lots, alleys, areas of farm and construction equipment, pedestrian traffic, vehicular traffic, railroads, water ways, and other miscellaneous clearance exhibits. If the clearance is not shown, please contact IFP staff. Note all clearances are derived from the NESC.
2. Contact IFP at (208) 612-8430 for permits, inspections, authorizations, and clearances not addressed in this Policy.

#### J. Fault Current Calculations

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1. The NEC requires that new service entrance equipment is rated to interrupt the available fault current. To assist customers, IFP is providing the tables below showing a calculated maximum potential secondary fault current (Isc) and the information necessary to allow the calculations of the maximum fault current for most applications.

2. The tables are built with the following assumptions:

- a) The tables do not use an infinite buss but the maximum primary fault current of IFP's system which is 8000 amps.
- b) The tables were developed with a minimal 15 feet of secondary conductor (wire) is installed from the transformer. For a more accurate calculation the customer can use the actual length of conductor and actual conductor size. Calculating tools such as Eaton Bussmann's FC<sup>2</sup> application can be used.

K. Motor Starting

- 1. Motor starts may cause unacceptable disturbances to IFP's distribution and transmission systems or the service of other customers. It will be the CUSTOMER's responsibility to correct such disturbances including but not limited to installing a motor start device i.e., reduced-voltage or soft-start motor controls or variable frequency drives (VFD), or modifications to IFP's facilities at the CUSTOMER's expense, in compliance with current local laws, ordinances, and state tariffs.
- 2. Upon the CUSTOMER's request, IFP will furnish permitted starting currents that are based on frequency of starts and time of day the motors will be started and impedance of the distributions system.
- b)3. IFP may limit the maximum size and type of any motor that may be operated at any specific location on its system.

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3-Phase Padmount Transformers					
Transformer KVA	Secondary Voltage L-L	Secondary Voltage L-N	Lowest %Z	Isc w/ 15ft Wire	Wire Size
45	208	120	2.8	4216	4/0
75	208	120	0.9	17773	4/0
75	480	277	1.3	6508	4/0
112.5	208	120	1.2	22129	1-500
112.5	480	277	1.9	6668	4/0
150	208	120	1.1	30138	1-500
150	480	277	1.2	13147	4/0
225	208	120	1.5	35161	2-500
225	480	277	1.4	17074	1-500
300	208	120	1.4	48886	3-500
300	480	277	1.3	23330	1-500
500	208	120	1.5	71114	4-500
500	480	277	1.5	32504	2-500
750	208	120	5.4	34719	6-500
750	480	277	3	25812	3-500
1000	208	120	5.8	42437	8-500
1000	480	277	5.5	19591	4-500
1500	480	277	5.6	27583	5-500
2000	480	277	5.6	35237	7-500
2500	480	277	5.5	42818	8-500

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1-Phase Padmount Transformers		
Transformer KVA	Secondary Voltage L-L	Secondary Voltage L-N
15	240	120
25	240	120
37.5	240	120
50	240	120
75	240	120
100	240	120
167	240	120

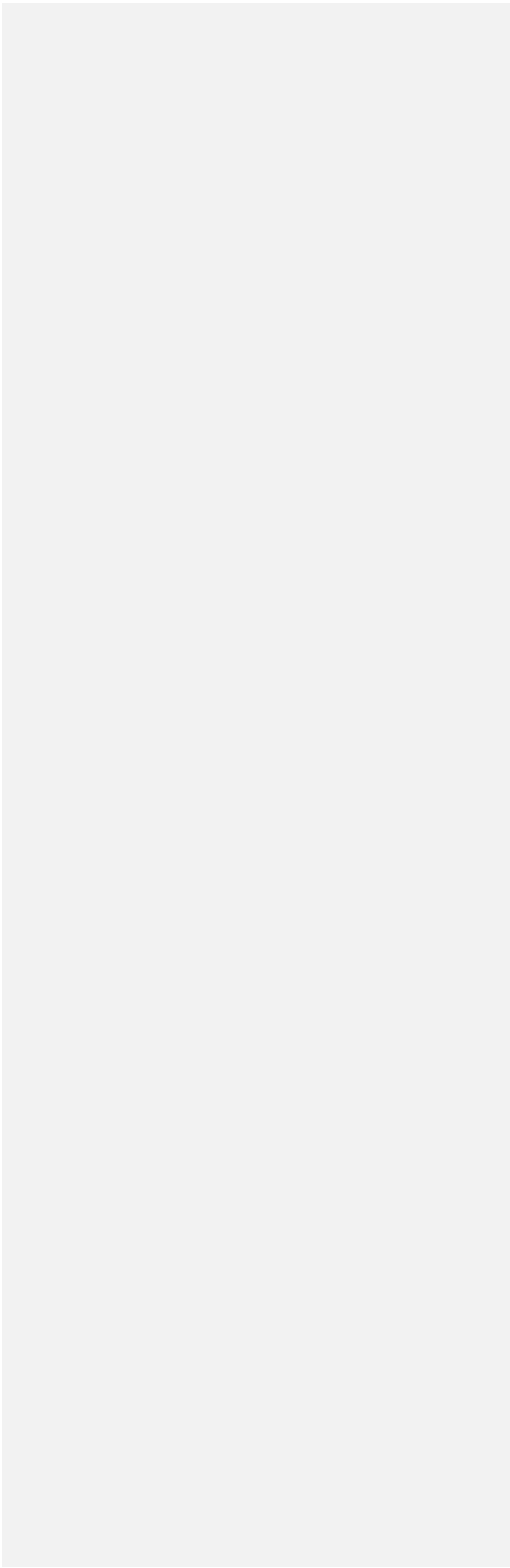
1-Phase Polemount Transformers		
Transformer KVA	Secondary Voltage L-L	Secondary Voltage L-N
15	240	120
25	240	120
37.5	240	120
50	240	120
75	240	120
100	240	120
167	240	120

1-Phase Padmount Transformers					
Transformer KVA	Secondary Voltage L-L	Secondary Voltage L-N	Lowest %Z	15ft 1/0 AL Isc L-L	15ft 1/0 AL Isc L-N
15	240	120	1.1	5008	6192
25	240	120	1	8355	9246
37.5	240	120	1.6	7931	8895
50	240	120	1	13950	13131
75	240	120	2.4	9952	10487
100	240	120	1.3	18221	15395
167	240	120	1.8	20181	16286

1-Phase Polemount Transformers					
Transformer KVA	Secondary Voltage L-L	Secondary Voltage L-N	Lowest %Z	15ft #2AL Isc L-L	15ft #2AL Isc L-N
15	240	120	1.1	4721	5382
25	240	120	1	7585	7549
37.5	240	120	1.6	7234	7314
50	240	120	1	11928	9954
75	240	120	2.4	8878	8357
100	240	120	1.3	14917	11202
167	240	120	1.8	16206	11667

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### III. TRENCH AND CONDUIT

#### A. General Requirements

1. Please contact the applicable IFP Design staff as noted on the approval drawings or through the main IFP engineering office at (208) 612-8430 prior to starting any trench and conduit work.

~~4.2~~ All conduit installed by or for IFP/IFF shall be for the exclusive use of IFP/IFF.

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~~2.3~~ IFP requires all IFP-owned conductor to be in conduit. The Customer shall provide and install all conduits as required from the IFP identified interconnection location through new or existing easements to the Customer's transformer pad as set out in Section 2.A.1 of this Policy. In the event it is necessary for IFP to loop feed through the Customer's property, the Customer may be required to open an additional trench to place conduit from the transformer to an exit point from the Customer's property. The Customer may also be required to provide easements for the trench. All electric conduits shall be PVC Schedule 40 (see note 3 and 4 for exceptions). All elbows shall be PVC Schedule 40 large radius sweep (36") or as otherwise specified by IFP (see note 3 and 4 for exceptions). RGS elbows and conduit must be used at riser poles or where conduit will be exposed out of the ground. Conduits must be capped and labeled to identify routing. Conduit must be marked per IFP standards e.g., standard 2-in. x 4-in. piece of wood, rebar, tracer wire, etc. No conduit run shall have more than 360 degrees of bends.

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Maximum lengths of conduit runs shall be determined by IFP. Conduit shall only be bent with approved methods (i.e., blanket warmer or rigid conduit bender). No torches allowed.

~~3.4~~ 2" HDPE SDR 13.5 continuous duct can be utilized by the Contractor instead of 2 1/2" PVC Schedule 40 as specified on the Contractor Map for proposed 1/0 single phase primary conductor. Conduit to be red in color or black with red stripes (red conduit preferred). If ~~possible~~possible, HDPE to be ordered with "IFP" stamped on conduit. The HDPE can be turned up inside of ground sleeves and secondary pedestals or Contractor may transition to 2" PVC Schedule 40 large radius sweep (36") with Perma-Guard/UL fittings by Arnco Shur-Lock II or approved equal by IFP.

~~4.5~~ On all conduit runs of 75 feet or greater and all services from the meter base to the transformer / secondary pedestal; the contractor will install 2500 lb. "mule tape". When available, and only if requested, IFP will provide used mule tape.

~~5~~ Contractor will install pull string for fiber optic conduit runs (future use conduit).

6. Developer / Contractor shall provide all construction staking and layout of new electrical facilities per design.

7. All conduit, including bell ends, shall be supplied and installed by the Contractor. Bell ends shall be installed at transformers, secondary pedestals, sectionalizing cabinets, and light pole locations. See attached Figures of this Policy for installation guidelines. Conduits must be capped and labeled to identify routing.

B. Primary Conduit

1. The minimum power trench shall have a minimum depth of fifty-four inches (54") and maximum depth of sixty inches (60") below finish grade (Conduit to be installed 48" below finish grade). Including 6" of sand bedding below and above top of conduits. See below for bedding requirements. Minimum trench width shall be twenty-four inches (24"), unless otherwise noted. Before final backfill, IFP shall be notified when the conduit is in place. IFP will inspect all conduit installations before backfilling for proper depth and installation. Trench to be backfilled within two weeks of IFP conduit installation. Failure to obtain an inspection prior to backfill may result in the re-excavation of the trench.
2. Minimum primary conduit depth can be reduced to eighteen inches (18") of cover below final grade through basalt or other rock upon prior approval of IFP. Rigid galvanized steel (RGS) conduit shall be provided and installed by the Contractor where trench depth is less than forty-eight inches (48"). IFP will specify the conduit size.
3. IFP will specify the conduit size. Contact applicable IFP staff upon completion of pulling a mandrel through the conduit to ensure the conduit is free from obstructions. Any additional or future costs due to broken, damaged, obstructed or poorly assembled conduits will be paid by the Customer.
4. IFP will provide the pole and all primary conductors, if crossing existing streets with overhead primary conductor to a pole located near the new service location. The Contractor shall provide and install the first length (i.e. ten feet (10') of RGS conduit) up the pole above the contractor supplied RGS elbow. All elbows at the base of the pole shall be a large radius three-foot (3') RGS steel. All conduits installed on IFP poles will be on approximately eight-inch (8") standoffs.
5. If an underground road crossing is made, the Contractor will provide all conduit and will bore conduit beneath the roadway or provide a trench in which to install conduit. The use of high density polyethylene (HDPE) continuous conduit shall be used at select road crossing locations with prior approval from IFP. Conduit shall be Perma-Guard/UL and fittings shall be Arnco Shur-Lock II or an approved equal approved by IFP. IFP will inspect all conduit installations before backfilling for proper depth and installation. Trenches across existing roadways must also be approved by the City Public Works Department.
6. A minimum of six inches (6") of sand bedding is required above and below all conduits. An IFP staff may determine that the native soil is suitable for bedding

material. Additionally, bury/caution tape shall be buried two feet (2') above the top of conduit. IFP will inspect all conduit installations before backfilling for proper depth and installation. Prior to cable installation, trenches must be backfilled and transformer and sectionalizing cabinet ground sleeves as well as secondary pedestals must be in place.

7. In all cases the Contractor shall be responsible for backfill and compaction of cable trenches and repair of street crossings. Per City standards, all electrical trenches shall be compacted to a minimum of ninety-five percent (95%) of maximum density to prevent settlement. Failure to properly repair the street wherein defects (e.g. settlement) appear within one (1) year will result in the City billing the responsible party for all costs incurred by the City to fix the roadway.
8. A minimum of one foot (1') clearance shall be maintained between primary high voltage cable and all other utilities and service voltage cables, except at crossings (where a separation should exist to allow future repairs of either utility approximately two inches (2'') minimum).

C. Secondary Conduits

1. The trench for secondary conduit shall have a minimum depth of thirty inches (30") below final grade. Minimum trench width shall be twenty-four inches (24"), unless otherwise noted. Before final backfill, IFP shall be notified when the conduit is in place. IFP will inspect all conduit installations before backfilling for proper depth and installation. Trench to be backfilled within two weeks of IFP conduit installation. Failure to obtain an inspection prior to backfill may result in the re-excavation of the trench.
2. Minimum secondary conduit depth can be reduced to eighteen inches (18") of cover below final grade through basalt or other rock upon prior approval of IFP. Rigid galvanized steel (RGS) conduit shall be provided and installed by the Contractor where trench depth is less than thirty inches (30"). IFP will specify the conduit size.
3. IFP will specify the conduit size (exception: commercial secondary conduit). Contact applicable IFP staff upon completion of pulling a mandrel through the conduit to ensure the conduit is free from obstructions. Any additional or future costs due to broken, damaged, obstructed or poorly assembled conduits will be paid by the Customer.
4. The Customer provides, installs and retains ownership of all commercial secondary service conductors and conduits from building (or load) to transformer (or source).
- ~~5.~~ When service can be met from an existing power pole, the Contractor shall install all secondary cable to the pole and shall provide sufficient secondary cable to

reach from the pole top connection point to the Customer's meter base or other point of connection.

~~6.5.~~ The Customer shall provide and install the first length (i.e. ten feet (10') RGS conduit up the pole above the contractor supplied RGS elbow. All conduits installed on IFP poles will be on approximately eight inches (8") standoffs. Commercial secondary trench and cable are the Customer's responsibility, and no easements will be required by IFP. All future maintenance, locating, and repair of secondary shall be the Customer's responsibility.

~~7.6.~~ Contractor shall provide and install necessary meter bases, current transformer (CT) boxes, and install IFP provided CTs in CT boxes. Commercial metering requirements are contained in Section V. of this Policy, with additional commercial metering requirements in Section V.E. of this Policy.

~~8.7.~~ Following such installations, IFP will install meter, meter wiring, etc.; place a transformer on the concrete pad; pull primary cable through Contractor-installed conduit; and connect primary cables to the primary terminals of the pad-mounted transformer. IFP makes up secondary connections in the transformer and provides connectors for standard cable up to and including five hundred (500) kcm. If greater than five hundred (500) kcm cable is to be used, the Contractor provides connectors and/or other special facilities. Finally, IFP connects the primary cable to its power system at the designated tap point after all requirements are met.

~~9.8.~~ Where the service is fed from an overhead transformer, the Contractor or Customer will install conduit to the pole where the transformer is mounted.

- a) The Contractor or Customer will install rigid galvanized, three- (3') foot radius elbow and one (1) ten (10') foot length of rigid galvanized steel conduit up the pole (for residential the size of conduit is to be determined in Contractor's Map, for commercial the size is determined by Electrician).
- b) The Contractor or Customer will provide enough conductor to make connection to the transformer and coil it at the top of the end of the riser.
- c) IFP will inspect all conduit installations before backfilling for proper depth and installation. Meter base shall be framed and braced before the power cable will be pulled into the base. After IFP inspects conduit, an authorization for backfill sticker will be placed on conduit or meter base.
- d) All trenches will be compacted to a minimum of ninety-five percent (95%) of maximum density to prevent settlement.

~~e)~~ It shall be the property owner's responsibility to maintain integrity of secondary conduit at their expense.

~~10.9.~~ On residential secondary conduit extensions, IFP will provide transformer ground sleeves, ground rods, and secondary pedestals. Following IFP providing the ground sleeve and pedestal, and ~~before~~ transformer or service pedestal is installed, the Contractor shall install two ten-foot (10') length of two and one-half inches (2½") schedule 40 PVC secondary conduit with three foot radius (3') sweep, if required from each transformer and/or pedestal on approximately a 45° degree angle into each lot to be served with electrical service (unless otherwise noted on Contractor's Map). See Attached Figures of this Policy.

- a) Contractor / Customer will connect to existing conduit stubs and extend to the house per Figure 32 of the attached Figures.
  - (1) Schedule forty (40) PVC conduit is acceptable for the riser and the two-foot (2') radius elbow at the house if mounted within the framed wall. If surface mounted on the house or self-supported-meter base, the riser to the meter base and adjacent elbow shall be RGS. Any exceptions to this shall be coordinated with IFP prior to construction.
- b) Three-inch (3") conduit with three-foot radius (3') sweeps shall be required from pedestal or transformer to the meter panel if residential service has a 400 amp panel. Coordinate with IFP.

~~11.10.~~ Any residential secondary service that is connected from another secondary service or has multiple services interconnecting (daisy chain) will be deemed Commercial. IFP will not be responsible nor maintain those services, unless prior approval by IFP.

#### D. ~~Fiber~~uture-Use Conduits

- 1. Contractor shall provide and install two-inch (2") future use conduit (fiber conduit) in the trench per Contractor's Map. With prior approval from IFP, orange one and a quarter inch (1.25") HDPE conduit may be used instead.
  - a) Future use conduit (fiber conduit) shall be stubbed up into Idaho Falls Power supplied fiber boxes.
  - b) Location of fiber boxes shall be determined by Idaho Falls Power.
- 2. Contractor or Customer shall provide and install one inch (1") future use (fiber conduit) from existing fiber box to the house. As an option the Contractor or Customer can utilize Idaho Falls Power supplied three-quarter inch (¾") micro duct (see figure 32).
  - a) Minimum of twenty-four inches (24") of burial depth.
  - ~~b)~~ Contractor or Customer to ensure both ends of the conduit are capped off with a PVC cap and marked Idaho Falls Fiber.

3. Contractor or Customer shall ensure that end of conduit will be capped and marked in accordance with IFP standards e.g. standard 2-in. x 4-in. piece of wood shall cap the ends of future use conduits and mark them with 2x4s.

#### IV. PADMOUNT EQUIPMENT REQUIREMENTS

##### A. Single-Phase Transformers

Transformer ground sleeves and ground rods shall be provided by IFP, but shall be picked up at the IFP warehouse and/or IFP designated facility and installed by the Contractor in conformance with Attached Figures of this Policy. The ground sleeve location shall be compacted to a minimum of ninety-five percent (95%) of maximum density prior to placement. The top of the transformer pad shall be installed a minimum of six inches (6") above final grade. The pad shall be level and aligned accordingly. A minimum ten-foot (10') clear area is required in front of the transformer and a minimum of two-foot (2') clearance is required on the other three (3) sides of the transformer. The transformer location will be determined by IFP.

##### B. Three-Phase Transformers

1. The Customer shall purchase or construct a concrete transformer pad per current IFP specifications in the location indicated on the marked-up plot plan. A minimum ten-foot (10') clear area is required in front of the transformer pad and a minimum of two-foot (2') clearance is required on the other three (3) sides of the pad. The final transformer location will be determined by IFP. If the Customer chooses to pour their own pad, IFP must be contacted for inspection of transformer form prior to the pad being poured. Pad design shall conform to Attached Figures this Policy. The pad location shall be compacted to a minimum of ninety-five percent (95%) of maximum density prior to concrete placement. The pad shall be level and aligned accordingly. A transformer will not be installed on the pad until it has cured a minimum of seven (7) days. No more than eight (8) conduits on the secondary side of a transformer shall be installed. When the temperature is forty (40°) degrees or lower the pad shall be covered with an insulated tarp. Transformer ground sleeves and ground rods shall be provided by IFP, but shall be picked up at the IFP warehouse and installed by the Contractor in conformance with Attached Figures of this Policy.

2. When more than eight conduits are required for the secondary service, coordinate with IFP for the installation of a secondary cabinet to be located adjacent to the transformer. This secondary cabinet will also be used for the CT metering equipment in many applications.

a)

##### D.C. Sectionalizing Cabinets, Ground Sleeves, Secondary Pedestals, and Fiber Boxes

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1. Primary sectionalizing cabinet, ground sleeves, ground rods, secondary pedestals, and fiber boxes shall be provided by IFP, but shall be picked up at the IFP warehouse and/or IFP designated facility and installed by the Contractor in conformance with Attached Figures of this Policy. The top of the sectionalizing ground sleeve shall be installed a minimum of six inches (6") above final grade. A minimum ten-foot (10') clear area is required in front of the primary voltage switch cabinet and a minimum of two-foot (2)' clearance is required on the other three (3) sides. The location of the ground sleeves, ground rods, and secondary pedestals will be determined by IFP.

#### E.D. Modifying Exterior Appearance of Equipment

1. Painting of IFP padmounted equipment shall not be allowed. Wrapping will be allowed with preapproval only. Conditions include; all of standard warning placards and transformer data to be included in the wrap, the wrap cannot cover the fins due to cooling requirements, and no commercial advertising.

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### V. GENERAL METERING REQUIREMENTS

These general metering requirements cover only the common meter installations. Any non-conventional, infrequent, or special applications or installations should receive prior approval by IFP and which usually require the approval of IFP, are not included in these metering requirements. Wiring diagrams and other meter information may be obtained from the IFP Metering Department. All meters installed by IFP are owned by IFP and all maintenance of the meters shall be completed by IFP.

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#### A. Location of Meters

1. Protection from ice, snow, rain or other damage shall be provided by the Customer for metering equipment, when location so demands. A meter shall not be located where it will be subjected to shock, vibration, or other damage. The Customer shall be responsible for the cost of repair for damage to the metering equipment due to lack of protection.
2. Meters shall be installed on the exterior of the structure and at a location which will be readily accessible at all times for reading, inspecting and testing. The meter shall not be contained inside a cabinet or utility closet. IFP does not recognize EUSERC standards.
3. Residential meters shall be front yard accessible unless prior approval for another location from IFP is obtained.
4. Meters shall be installed only in sockets which are plumb in all directions and securely fastened to the structure.
5. The centerline of the meter should be five foot, six inches (5'6") above the finished grade or walkway. If structural details prevent this, the center line height

shall be not less than four feet (4') or more than six feet (6') in height. See Attached Figures of this Policy.

6. In multiple meter installations such as apartment buildings or shopping centers, meters may be mounted in horizontal rows. The maximum allowable height from ground or walkway to the center line of the meter shall be six foot, six inches (6'6"). The minimum allowable height shall be two feet (2').
7. In apartment or multiple-use buildings, meters shall not be installed above the first-story level or in the basement.
8. Sufficient access and working space shall be provided around all metering equipment to permit ready and safe operation, maintenance and testing of such equipment, with a minimum of three feet (3') front working space, minimum of 6 feet, 6 inches (6'6") head room and a minimum of three feet (3') wide plus permitting 180° degree opening of equipment doors or hinged panels.
9. Meters shall NOT be mounted on IFP owned poles or pad mount transformers.
10. If a service has been disconnected for any reason, IFP reserves the right to require an inspection prior to energizing.

B. Meter/Point of Service Disconnect

1. External main disconnect(s) shall be required on all new Residential points of service and meter base replacements. External main disconnect(s) shall be located after the meter.
  - a) Provides point of disconnect for Customer side work, up to and including the main panel.
  - b) Provides an accessible fire department point of disconnect in the event of a structure fire.
  - c) Provides an accessible location of IFP to drop the load when working on the meter.
  - d) External main disconnect will not be required if there is a dedicated transformer for the load and if the transformer has a disconnect switch inside of it.
2. IFP strongly recommends an external main disconnect on Commercial points of service.

C. Determining Self-Contained or CT Metering

1. If a Customer is CT metered, the metering shall be only for one (1) building under residential or commercial rate.

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2. The City will require CT meters for all single-phase services greater than four hundred (400) amps and all three-phase services greater than two hundred (200) amps.

D. Residential Metering Requirements

1. All single-phase Customers with a main switch ampacity between two hundred one (201) and four hundred (400) amperes will be metered with a self-contained, ~~meter~~ three hundred twenty (320) amp meter base. See Section V.E. of this Policy for meter base requirements.

E. Commercial Metering Requirements

1. All meters, voltage and current leads, used with instrument transformers, shall be furnished and installed by IFP meter department personnel. CTs shall be furnished by IFP. Installation of CTs shall be coordinated with IFP meter department personnel.
2. All three-phase Customers with a main switch ampacity up to and including two hundred (200) amperes will be metered with a self-contained meter. All loads in excess of two hundred (200) amperes will be CT metered.
3. All meters or instrument transformers must be ahead of the Customer's disconnecting switch. Where multiple meter installations are required and a main switch is used, meters may be installed behind the main switch and ahead of the Customer's disconnect. No unmetered circuits will be connected to the main switch. Entrance wiring must be so arranged that metered circuits do not enter conduits, raceways or enclosures containing unmetered circuits.
4. CT installations shall not be more than fifty feet (50') from the meter base. Contractor shall install minimum one inch (1") conduit for metering conductors only. Underground metering conduit shall be buried twenty-four inches (24") in depth. Schedule 40 PVC with RGS above ground into meter base. CTs must be contained within a CT can or approved switchgear. A CT shall not be placed in transformers. If no building wall is available for mounting, see Free Standing CT Meter in Attached Figures of this Policy.
5. Enclosures for CTs shall be furnished and installed by the Customer (unless otherwise noted). Line and load connections shall be clearly labeled along with labeling all phases. All enclosures shall be at least eleven inches (11") deep and of such size as to permit ready installation of current transformers on the size of conductor used. The table of enclosures for CTs, will be used as a guide for the minimum nominal size of metal cabinet to be used. All enclosures and meter bases shall have provisions for installing security seals and shall be installed at an accessible location on outside of building. IFP will not allow any Customer equipment to be installed on, or holes drilled in the transformer. Enclosures for CTs will be used on both underground and overhead instrument metered

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installations. The top of CT enclosure shall not exceed six feet (6') above finished grade. The bottom of CT enclosure shall not be less than two feet (2') above finished grade. Any variances to these requirements shall be determined by IFP.

a) For services greater than 801 amps, the CT metering will be installed in an IFP approved pad mounted CT cabinet located adjacent to the transformer (Contractor may use wall mounted CT enclosure for service ampacities of greater than 801 amps if the CT enclosure is rated for and meets minimum UL ratings). Contractor to provide CT cabinet (See Attached Figure 16 of this Policy). CT cabinet to be split bus per American Midwest Power Service Connection Cabinet or approved equal. Coordinate with IFP for required footprint and termination detail. Ground sleeve and ground rod shall be provided by Contractor and installed in conformance with Attached Figures of this Policy. The ground sleeve location shall be compacted to a minimum of ninety-five percent (95%) of maximum density prior to placement. The top of the CT ground sleeve shall be installed a minimum of six inches (6") above final grade. A concrete pad can be utilized instead of a ground sleeve but must have an 18"-24" deep basement for the conduits. Concrete pad must meet CT cabinet manufacturer standards for strength of the fully loaded CT cabinet and be a minimum of six inches (6") above finished grade. A minimum three-foot (3') clear area is required in front of the CT cabinet and a minimum of two-foot (2') clearance is required on the other three (3) sides of the CT cabinet. The CT cabinet location will be determined by IFP. Conductor will be provided and installed by IFP from Transformer to padmounted CT Cabinet on services greater than 801 amps. 4" conduit from Transformer to CT cabinet can have 24" radius elbows. CT Cabinet will be owned and maintained by Developer / Owner. CT Cabinet to be secured by an IFP-owned padlock.

- 1) CT Cabinet must meet minimum specifications given from American Midwest Power drawing "Service Connection Cabinet 'SCC' with CT provision" as follows or approved equal:
  - a. Cabinet is free standing NEMA 3R. Frame is 12 gauge steel galvanized steel bolted together and include leveling provisions. All side plates are pan formed galvanized steel and are bolted to the frame with tamper-resistant zinc plated bolts. Enclosure is primed and painted transformer green enamel.
  - b. Supporting structure for bus bars is bolted to framework such as that any phase bar can be relocated vertically as required to meet job requirements.

- c. Bus Bars are electrical grade plated aluminum #6101T65 per ASTM specifications # B317 supported on 17" centers using double plastic insulators Copper bus available on special order. Current density is 750A/square inch maximum for Aluminum bus and 1000A/square inch maximum for Copper bus. Each bus bar is punched with 16 sets of 9/16" square holes on 2" horizontally and 1 3/4" centers vertically.
- d. Ratings are 2000A, 2500A, 3000A, 3600A, and 4000A at 600V maximum 3Ø-4W, 3Ø-3W, 1Ø-3W. All cabinets shall have bus braced for 85,000A RMS amperes short circuit current rating.
- e. Connectors in a range of #2 to 750 MCM are available in set screw type or compression type for field or factory installation. Connectors will be factory installed on right side of bus unless otherwise specified. Up to (12) – 750 MCM or (24) – 250MCM conductors can be installed on each side, per bar.
- f. Meets Standards – ETL listed and labeled conforms to U.L. standard 1773 termination boxes. Conforms to NEMA standards. Meets National Electrical Code requirements. Meets Power Company requirements.

- 6. CT meter bases located within six feet (6') of the pad mount transformer shall be grounded and bonded to transformer to prevent touch potential.

ENCLOSURE FOR CURRENT TRANSFORMERS (CTs)

Service Entrance Conductor Ampacity	Minimum CT Cabinet Size (W x H x D)
401 & Above - 1Ø	36" x 48" x 11" (hinged door type) or smaller cabinet as approved by IFP
400 & Below - 3Ø	36" x 48" x 11" (hinged door type)
401 - 800	36" x 48" x 11" (hinged door type)
Over 801	To be coordinated and approved by IFP

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#### F. Meter Bases

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These meter base specifications cover all self-contained meter bases and transformer-rated meter bases.

1. The Customer or Contractor shall furnish meter bases and enclosures for all meter installations. All meter bases and enclosures will be installed by the Contractor and incorporated into the Customer's wiring.
2. Meter bases must be listed and installed to meet the National Electric Code and the National Electric Safety Code. Combination socket and disconnecting devices are approved for use, provided the base meets all other specifications and is wired on the line-side of the Customer's disconnecting device. Corrosion inhibitor shall be used on all connections to aluminum conductors.
3. All self-contained commercial service installations shall have factory installed lever or link bypass.
  - a) IFP will allow exceptions to the bypass requirements for services with minimal and interruptible load. Services for commercial sprinkler systems controls is an example.
4. IFP will not provide new three-phase, three-wire self-contained service without a grounded neutral system.
5. Single-Phase Meter Bases
  - a) Single-phase 320 residential meter base shall have factory installed lever or link bypass. Single-phase meter bases over four hundred (400) ampere shall be CT instrument metered using six (6) point socket type meter base with drilled and tapped mounting plate for test switch provisions.
  - b) All 120/208V self-contained single-phase meter base installations shall be of a five (5) terminal socket-type meter base and installed such that the fifth terminal is in the 9 o'clock position.
6. Three-Phase Meter Bases
  - a) Two hundred (200) ampere and below self-contained meter base installations on three-phase service shall be a seven (7) point terminal socket type meter base.
  - ~~b)~~ Three-phase meter bases greater than two hundred (200) ampere's shall have a CT instrument metered installation using a thirteen (13) terminal socket-type meter base with a drilled and tapped mounting plate for connection of test switch equipment.

#### ~~G.b)~~ Installation of Meters

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~~1.7.~~ Authorized IFP personnel shall install meter on Customer provided meter base after the following steps have been taken:

- a) Must pass Inspection by Electrical Inspector.
- b) Customer to sign up for service at City of Idaho Falls Utility Billing.
- c) Utility Billing will then submit the connect order to IFP.

~~2.8.~~ IFP generally installs meters within five (5) working days after confirmation of connect order from Utility Billing.

#### H.G. Removal of Meters

1. Only authorized IFP personnel shall be allowed to remove meters from meter bases on the Customer's premises.

#### I.H. Meter Identification

1. All commercial buildings ~~and all~~ multi dwelling unit meter bases, must be permanently labeled prior to meters being energized. An electrician will be required to coordinate with Idaho Falls Power for an onsite verification that the meter socket is connected to the correct unit (208-612-8430) before CO is issued. Labels must be complete before meters can be installed. Labels shall be of a raised or embossed type, minimum size 3/4" x 2" engraved plastic with a sticky back. Letter or numbers must be a minimum of 7/16". Common gas and electric meters must have the same space designation marking i.e., numbers or letters. The building owner is responsible for proper identification of electric meters. The building owner ~~could~~ be held responsible for ~~IFPCLD~~ costs associated with correcting billing errors caused by mixing wiring or mislabeled meters. If two electric services serve one building or space, a warning tag must be located at each meter point indicating such per NEC Article 230.2E. Labels, as described above, marked with voltage and phasing information are required if two or more services with different voltages or phasing are supplied to a building.

#### I.I. Master Metering

1. IFP's retail rates are intended for application to individual customers or units of service. Master metering is prohibited. Except as specifically excepted hereinafter. Master metered mobile home parks, multi-occupant residential buildings, commercial buildings and shopping centers connected prior to July 1, 2010, may continue to receive master metered service.
2. Mobile Home Parks built before July 1, 2010, whose space for tenants have been sub-metered by the park Owners, need not be individually metered by IFP. Mobile home park tenants will be charged the same rate for electric service, as though they were directly metered and billed by IFP.

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3. Multi-occupant residential buildings, commercial buildings and shopping centers may be master metered if the electric heating, ventilation, air conditioning or water heating systems are centrally located and cannot be controlled by the individual tenants.
4. A Master-Metered Customer may install sub-metering for individual spaces at the Customer's own expense. Any master metering system must be maintained by the building owner and installed by licensed electricians. Master metered Customers may also utilize a reasonable allocation procedure to determine a tenant's usage for the purpose of reimbursing the master metered customer. Such a procedure shall constitute an allocation and not a resale. Such terms must comply with City Code 8-5-9. The Customer shall indemnify IFP for any and all liabilities, actions or claims for injury, loss or damage to persons or property arising from the allocation of service by the customer.
5. IFP will not sell or otherwise provide meters or associated equipment required for sub-metering, nor test and maintain customer owned meters.

## VI. SECURITY LIGHTING

### A. Program Requirements

1. IFP can provide security lighting for private property for a fixed monthly charge.
2. The Customer will pay a fixed monthly charge for each luminaire, based upon the type of luminaire and wattage. The rates are published in the City Fee Resolution.
3. Security lights can only be affixed to IFP owned poles with the cost of installation paid by the Customer.
4. The City retains ownership of all facilities and equipment.
5. For more information contact IFP Energy Services at (208) 612-8430.

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## VII. CUSTOMER GENERATION

### A. Generation Facility Design and Installation Requirements

1. All new electric generation equipment that a Customer desires to connect to the IFP distribution system shall be approved by IFP prior to connecting the generation equipment to the IFP distribution system.

~~2.~~ Customer's operating such generation equipment are required to file a Customer Interconnection Agreement Application and adhere to the following conditions:

2.

### B. Generation Facility Design Specifications:

1. Facility Description

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- a) The Generation Facility shall be designed, constructed and operated in a manner such that it will interconnect and operate in parallel with IFP's electric supply system, in a safe and efficient manner without disruption, impairment, damage or loss of operational efficiency to IFP's electric supply system.
- b) The operation of the Generation Facility is intended to offset a Customer-Generator's electric energy purchases from Idaho Falls Power.
- c) The Customer-Generator shall be responsible for the design, installation and operation of the generation system and shall obtain and maintain all required permits and approvals.
- d) Any modifications to the system (aside from routine maintenance), including installation of additional generation equipment, replacement panels, or added parts shall only be made following the prior written approval of IFP.

## 2. Generation Facility Fuel Type and Size Limitations

- a) The Customer's Generation Facility shall have a maximum annual generating capacity of no more than the previous twelve (12) months of electric usage, although exception to sizing limits can be made with IFP approval if historic consumption warrants. ~~Facilities found to be in excess of approved size will not be compensated for net monthly surplus energy sent to IFP.~~
- b) For new residential construction the Customer's Generation Facility shall not exceed five (5) kilowatt. After the first twelve (12) months of consumption history, the Customer may reapply for additional generation.
- c) Commercial facilities will be based upon an Electrical Engineer's calculations not to exceed the estimated annual kilowatt consumption per meter. Facility must be reviewed and approved by IFP for capacity and qualifying specifications.
- d) All Generation Facilities are subject to review and inspection at IFP's sole discretion. It is not IFP's intent to compensate a facility that generates more than its annual consumption. In cases of excess generation, IFP may require the Generation Facility arrangements to be renegotiated.

## 3. Generation Facility Installation Standards and Code Compliance:

- ~~a)~~ Customer-Generator shall provide the electrical interconnection on the Customer-Generator side of the meter between the Generation Facility and IFP's system.

b)a)

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IFP shall make reasonable modifications to their system necessary to accommodate the generation system, with all IFP system modifications being paid for by the Customer. The cost for such modifications will be estimated by IFP, with Customer payment due in advance of installation.

e)b) The Generation Facility shall include all equipment necessary to meet applicable safety, power quality, and interconnection requirements. These requirements are, or may include,

- (1) IFP's policies
- (2) National Electrical Code
- (3) National Electrical Safety Code
- (4) Institute of Electrical and Electronic Engineers (e.g., IEEE 1547),
- (5) Nationally Recognized Testing Laboratories (e.g., UL 1741)
- (6) California Rule 21
- (7) Hawaii Rule 14H
- (8) Utility best practices.

e)c) IFP Engineering staff must approve each design drawing prior to construction of the Generation Facility. The drawings must comport to generally accepted engineering design practices and be submitted with the application. This review will be completed within thirty (30) days of application.

e)d) Upon completion of construction, the City Electrical Inspector shall give final inspection and approval for the Generation Facility to commence operation.

e)e) The Customer-Generator shall attend an orientation session with Idaho Falls Power staff. Call (208) 612-8456 for more information.

e)f) The Customer-Generator shall then file an application for Net-Metering and Small Generation Interconnection Agreement Application with, and receive approval from, IFP before installing an interconnected Generation Facility on Customer-Generator property. Application forms are available at the City of Idaho Falls Building Department. The completed application and Generation Facility system design drawing should be returned to the address listed on the application. The City of Idaho Falls Building Department will also require a building permit and electrical permit along with an additional copy of the system design for review. Review by the City of Idaho Falls Building Department and IFP will occur simultaneously. IFP may withhold approval, if for any reason the requested interconnection would result in a negative monetary or physical impact on IFP's electrical system.

#### 4. Disconnection Device:

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a) Customer-Generator shall furnish and install (on Customer-Generator side of the meter) a disconnecting device capable of fully disconnecting and isolating the facility from IFP's distribution system.

- (1) The disconnecting device shall be located adjacent to IFP's bi-directional metering equipment and shall be of the visible break type, located in a metal enclosure that can be secured by an IFP-owned padlock or other security device.
- (2) The disconnecting device shall be accessible to IFP's personnel at all times and shall conform to National Electric Code standards.
- (3) IFP shall have the right to disconnect, with or without notice, the Generation Facility from IFP's distribution system in order to maintain safe and reliable electrical operating conditions or to protect IFP's system from damage, disruption, interference, or to preserve system reliability.
- (4) The Generation Facility shall remain disconnected until such time that IFP determines conditions justifying the disconnection have been resolved.

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#### 5. Generation Facility Operational Standards:

a) Customer-Generator shall furnish, install, operate and maintain in good order and repair, without cost to IFP, all equipment required for the safe operation of the Generation Facility operating in parallel with the IFP's electrical supply system. This shall include, but is not limited to, equipment necessary to

- (1) Establish and maintain automatic synchronism with IFP's distribution system,
- (2) Automatically disconnect the Generation Facility from IFP's distribution system in the event of system overload or outage and
- (3) For Solar Facilities with backup battery storage, the system must automatically disconnect from and not back feed onto, IFP's distribution system in the event of a system overload or power disruption.
- (4) The Customer-Generator's Generation Facility shall not cause any adverse effects upon the quality or reliability of service provided to IFP's other customers.
- (5) IFP reserves the right to require that the Generation Facility modifications to comport with Idaho Falls electrical system change in needs or requirements or to negate any adverse impact the interconnected Facility has on other customers.
- (6) The Generation Facility shall not cause any adverse effects upon the quality or reliability of service provided to IFP's other customers.
- (7) The Customer-Generator shall operate the Generation Facility in accordance with applicable rules and regulations.

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b) On an approximate three-year rotation, the Customer is required to confirm the status of the generation facility. In addition, IFP reserves the right to inspect the facility at any time for non-backfeed protection for utility safety requirements.

(1) IFP reserves the right to disconnect the generation facility, or if required the full service if the customer fails to confirm the status of the generation facility or allow for safety inspections.

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6. Generation Facility Maintenance:

a) Except for bi-directional metering equipment owned and maintained by IFP, all equipment on the Customer-Generator's side of the meter, including the required disconnecting switch, shall be provided and maintained in satisfactory operating condition by the Customer-Generator at the Customer's expense and shall remain the property and responsibility of the Customer-Generator. IFP shall bear no liability for Customer-Generator's equipment or for the consequences of its operation.

C. Generation Facility Net-Metering and Power Purchases

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1. Measurement of Net Energy:

a) Metering equipment shall be installed by IFP (solely at Customer-Generator's expense) to measure the flow of electrical energy to and from the customer premise.

2. Purchase of Energy:

a) The Customer-Generator agrees to sell, and IFP agrees to issue a credit for, all electrical energy generated at the Generation Facility in excess of the Customer-Generator's on-site load in accordance with the current City fee resolution.

b) WHERE CONSUMPTION EXCEEDS GENERATION:

(1) If electricity supplied by Idaho Falls Power during the billing period exceeds the electricity generated by the Customer-Generator during the billing period, the Customer-Generator:

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- (a) Shall be billed for the applicable non-energy charges for the billing period under the Customer's appropriate retail rate classification;
- (b) Shall be billed for the net electricity supplied by IFP at the Customer's appropriate rate adopted in ordinance for the corresponding period.

c) WHERE GENERATION EXCEEDS CONSUMPTION:

(1) If the electricity generated by the Customer-Generator exceeds the electricity supplied by IFP during the billing period the Customer-Generator:

~~(a)~~ Shall be billed for the applicable non-energy charges for the billing period under the Customer's appropriate rate classification;

~~(a)~~  
(b) Shall be financially credited for excess energy delivered to Idaho Falls Power during the billing period, at the rate adopted in ordinance for the corresponding period.

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### 3. Renewable Energy Credits

a) The Customer-Generator will release to IFP all renewable-energy credits (RECs), renewable-energy credits (S-RECs) or other renewable attributes as appropriate based on actual on-site electric generation from the Generation Facility. Credits will be released to IFP for the duration of the interconnection to IFP's power system.

## VIII. ELECTRIC VEHICLE CHARGING STATION PROGRAM REQUIREMENTS

### A. Electric Vehicle Level 2 Charging Station Installation

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~~A. The following are CUSTOMER requirements for those who choose to participate in an IFP electric vehicle charging station lease:~~

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~~1. The following are CUSTOMER requirements for those who choose to participate in an IFP electric vehicle charging station lease:~~

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#### ~~a)1.~~ Location

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~~(+)~~a) The CUSTOMER is responsible for the selection of the charging station location, for both wall mount and pedestal mount charging stations with approval from IFP. Location must be approved by IFP prior to installation. IFP staff is available to assist in selecting suitable locations. To schedule an onsite assessment with an IFP representative, call (208) 612-8430.

#### ~~b)2.~~ Installation

~~(+)~~a) The CUSTOMER will be responsible to install the pedestal concrete pad base, conduit and wire, or conduit and wire for a wall mount location. See Attached Figures for the specification sheets for the pedestal installation. IFP is solely responsible for the installation of the charging station on the CUSTOMER's premise. If a charging station is to be installed on premises, which is leased, rather than owned, CUSTOMER must receive all necessary consent from the premises owner for the installation of the Charging Station by the Customer and allow access for operation and maintenance by IFP.

~~(2)b~~ Customer is responsible for acquiring all applicable permits and inspections for the construction and installation of the Station. In the event that an upgrade in electric service or wiring is required to support the stated load of the Station this will be the sole responsibility of the Customer.

~~e~~ The CUSTOMER is responsible for all costs (labor and materials) associated with the installation site preparation: trenching, conduit, cement pedestal base, wire, etc.

~~(+)~~c

### ~~d~~3. Maintenance and Repair

~~(+)~~a Standard Maintenance

~~(+)~~(1) IFP will perform standard maintenance to the charging station to ensure it is in proper working condition throughout the term of the program. Maintenance includes cleaning the charging station connector, testing the charging voltage level, testing system functionality, and related minor work, as reasonably determined by IFP, to preserve the unimpaired function of the charging station.

~~(+)~~(2) Customer will provide IFP access to the charging station and related equipment for maintenance between the hours of 7:00 a.m. and 7:00 p.m. local time on City business days. In the case of an emergency, Customer will allow IFP access, with notice, to the charging station and related equipment outside of normal maintenance times.

~~(2)~~b Equipment Damage

~~(+)~~(1) Customer is responsible, at its sole cost and expense, for actions related to the repair and replacement of a negligently damaged charging station to include vandalism.

~~(+)~~(2) The Customer agrees that the facilities in which the charging station is located will be kept clean and in good repair.

~~(+)~~(3) Customer will maintain structural portions of the premises surrounding the Charging Station, including the pavement, foundation, roof structure, walls, columns, beams, parking areas, and all adjoining common areas, in good condition and repair.

~~(+)~~(4) If temporary removal of the Charging Station is required in connection with the repair of the Charging Station or building structure, Customer will provide IFP five (5) business day's prior written notice or a shorter but reasonable period in the event of an emergency.

~~(+)~~(5) Customer may interrupt electric service to a Charging Station to ensure safety or when needed to repair or maintain the premises. After completion of the repairs or maintenance, Customer will promptly restore the affected charging station and notify IFP.

~~(+)~~(6) IFP will not be responsible for damages caused by operation of the

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Charging Station, including failure of equipment to operate as intended.  
(g)(7) IFP will not be held responsible for any damage to the Customer's property or electrical system due to negligent use of or vandalism to the Charging Station.

(3)c Continuity of service

(a)(1) IFP will use reasonable diligence to supply constant electricity service to the charging station but does not guarantee the service against an irregularity or interruption.

(b)(2) IFP may interrupt electric service to a Charging Station when necessary to maintain reliability of the electric distribution system, ensure safety, reduce peak demand, or to perform maintenance on the Charging Station or related equipment.

(e)(3) IFP may install and operate additional meter(s), data monitoring equipment, or charge management devices which gather information regarding equipment usage.

(d)(4) Such installation will be adjacent to or near the Charging Station but will not interfere with parking or pedestrian traffic paths on premises.

(4)d Labeling and signage

(a)(1) Charging Stations will be labeled by IFP.

(b)(2) The Lessee will not remove, mar, deface, obscure, or otherwise tamper with the Charging Station labels.

(e)(3) Customer can install signage provided by IFP or others (as approved by IFP) to identify charging station sponsor and provide information about Charging Station care.

(5)e Charging Station Locations

(a)(1) Charging Stations will be placed on the customer side of the electric meter.

(b)(2) Power used by the Station will flow through the Customers meter and be billed at their appropriate rate class for the customer type as established in the current adopted rate resolution.

(e)(3) The energy consumed by the Station(s) will not be metered separately or tracked independently of the Customers other electric usage at the location on the appropriate meter.

## IX. SMALL WIRELESS FACILITIES

### A. Purpose.

1. To provide design standards for Small Wireless Facilities (SWFs) also known as small cell installations. These standards are intended for 4G and 5G equipment installed on Idaho Falls Power (IFP) infrastructure located in the City of Idaho

Falls and located in City-owned or City-controlled rights-of-ways and easements, but are also applicable to similar technologies such as wi-fi networks.

2. The City of Idaho Falls (City) encourages the deployment of small cell wireless technology within the City for the benefit it provides the citizens of Idaho Falls including increased connectivity and reliable networks and services.
3. The City desires to add this infrastructure with minimal negative impact to the character and aesthetics of our community.
4. The City has a fiduciary duty to manage the public right-of-way (ROW) for the health, safety, and welfare of the public.
5. These Design Standards are for siting and criteria for the installation of Wireless Facilities, including SWFs permitted by the City to be installed.

B. Definitions.

Applicable Codes. International building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and adopted by the City with local amendments.

City. The City of Idaho Falls, Idaho and its officers and employees.

City Park. An area that is zoned or otherwise designated by the City as a public park for the purpose of recreational activity.

Collocate or collocation. The installation, mounting, maintenance, modification, operation, or replacement of SWF in a City-owned or City-controlled public ROW on or adjacent to a pole.

Concealment, decorated or camouflaged. Any SWF or Pole that is covered, blended, painted, wrapped, disguised, camouflaged or otherwise concealed or decorated such the SWF blends into the surrounding environment and is visually unobtrusive as allowed as a condition for City approval. Camouflage may consist of but not limited to; hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

Decorative pole. A pole specially designed and placed for aesthetic purposes.

Design District. An area that is zoned, or otherwise designated by the City and for which the City maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

Downtown District. The portion in the City's downtown area that is identified as having historic or aesthetic preservation or enhancement needs by the Zoning Code.

Easement. Includes any public easement or other compatible use created by dedication, or by other means, to the City for public utility purposes or any other purpose.

Highway ROW. ROW adjacent to a state or federal highway.

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Historic District. An area that is zoned or otherwise designated as a historic district under City, state or federal code.

Hydroelectric Project. All hydroelectric facilities and lands within the FERC licensed boundaries of Project 2842 the Idaho Falls Project and Project 2952 the Gem State Project.

Local. Within the geographical boundaries of the City.

Location City approved and lawfully permitted location for the SWF.

Macro tower. A guyed or self-supported pole or monopole greater in height than standard street light poles or traffic signal masts.

Small Wireless Facility (SWF). As defined by City Zoning Code-

Network Provider or Provider. A wireless service provider or a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider. a SWF

License. A written authorization for the use of the public ROW or collocation on a service pole required from the City before a network provider may perform an action or initiate, continue, or complete a project over which the City has police power.

Pole. A service pole, municipally owned utility pole, or SWF Support Pole. Poles that have conductor energized at 44kV or higher are excluded from this definition.

Private easement. An easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

Public Right-of-Way or Rights of Way (ROW). The area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the City has an ownership interest or controls through contractual means. The term does not include a private easement or the airwaves above a public ROW, with regard to wireless telecommunications.

Service pole. A pole, other than a municipally owned utility pole, owned or operated by the City and located in a public ROW, including: a pole that supports traffic control functions, a structure for signage, a pole that supports lighting (other than a decorative pole); and a pole or similar structure owned or operated by the City and supporting only SWF

Traffic Signal. Any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and proceed.

Wireless service. Any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a SWF

Wireless service provider. A person or company that provides wireless service to the public.

#### C. Locations of Wireless Facilities and Related Ground Equipment.

##### 1. Most Preferable Locations

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- a) Public Right-of-Way
  - b) Industrial Areas
  - c) Retail and Commercial areas
2. Less Preferable Locations
- a) Historic, Design, and Downtown Districts
 

Any area designated by the City as a Historic, Design, or Downtown District will be subject to aesthetic requirements such as Camouflage at the nondiscriminatory discretion of the City.
  - b) Municipal Parks
 

ROW located in or adjacent to a street or thoroughfare that is adjacent to a municipal park or undeveloped land that is designated for a future park by zoning
3. Prohibited or Restricted Areas for Certain Wireless facilities, except with Separate City Agreement or Subject or Concealment Conditions.
- a) Residential Areas
 

ROW that is adjacent to lots or undeveloped land that is designated for residential use by zoning.

If a SWF is installed in a residential area it shall not be placed in public-utility-easement located outside of the platted ROW.
4. Historic, Design, and Downtown Districts.
- a) As a condition for approval of SWF in Historic, Design and Downtown Districts, the City shall require reasonable design decoration, Camouflage, or Concealment measures for the SWF. The City requests that a Network Provider explore the feasibility of using concealment, decoration, wrapping, or Camouflage measures to improve the aesthetics of the SWF, or related ground equipment, or any portion of the nodes, poles, or equipment, to minimize visual impacts.
  - b) Network Provider shall comply with and observe all applicable City, State, and Federal historic preservation laws and requirements.
  - c) Each license application shall disclose if it is within a District with Decorative Poles or in an area of the City zoned or otherwise designated as a Historic, Design or Downtown District.
5. Historic Landmarks
- a) A Network Provider is discouraged from installing a SWF within three hundred feet (300”) of a historic site or structure or Historic Landmark recognized by the City, state or federal government. It is advised that each



license application disclose if it is within three hundred feet (300”) of such a structure.

6. Undergrounding Requirements

- a) A Network Provider shall comply with nondiscriminatory undergrounding requirements, including City ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a ROW without first obtaining zoning or land use approval.
- b) Areas may be designated from time to time by the City as Underground Requirement Areas in accordance with filed plats and or conversions of overhead to underground areas, as may be allowed by law.
- c) Each license application shall disclose if it is within an area that has undergrounding requirements.

7. Exceptions

The City at its sole, undiscriminatory, discretion may grant exception to the above prohibited locations and sizes.

D. Order of Preference ~~for~~regarding SWF Support Poles and attachments to existing facilities ~~and SWF Support Poles~~.

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- 1. The preference is for all electronics except the antennae to be located in a ground mounted cabinet located behind existing walkways.
- 2. Existing non-decorative street light poles
- 3. Traffic signal structures when such installation will not interfere with the integrity of the SWF and will not interfere with the safety of the public.
- 4. New SWF poles located in non-residential areas at signalized intersections.
- 5. Ground Equipment should be minimal and the least intrusive alternative.

E. Guidelines on Placement

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- 1. Generally, Network Provider shall construct and maintain SWF and SWF Support Poles in a Manner that does not:
  - a) Obstruct, impede, or hinder the usual travel or public safety on a public ROW;
  - b) Obstruct the legal use of a public ROW by other utility providers;
  - c) Violate nondiscriminatory applicable codes;
  - d) Violate or conflict with the City’s publicly disclosed public ROW management policies or zoning ordinances;
  - e) Violate the ADA; or.

- f) Violate City noise or nuisance standards

## 2. Licensing.

- a) As defined in City Code, Idaho Falls Service Policy, City Design Criteria, and a Master License Agreement with each Network Provider or carrier.
- b) All new equipment placed in the ROW shall require a ROW permit. This permit will ensure review of traffic and pedestrian safety and to review potential impacts from planned construction projects.

## 3. SWF facilities placement.

- a) ROW. SWFs with related ground equipment shall be placed, as much as possible within two feet (2') at the outer edge of the ROW line to minimize any obstruction, impediment to the usual travel or public safety on a ROW.
- b) Height above ground: SWF attachments to a pole shall be installed at least eight feet (8') above the ground, and if a SWF attachment is projecting toward the street, the attachment shall be installed no less than sixteen feet (16') above the ground.
- c) SWF Spacing: SWFs shall be no closer to another SWF than a minimum of three hundred feet (300'), unless by Conditional Use Permit.
- d) Installations on Traffic Signals: Installation on traffic signal structures must:
  - (1) Be encased in a separate conduit than the traffic light electronics,
  - (2) Have a separate electric power connection than the structure,
  - (3) Have a separate access point than the structure, and
  - (4) Be clear of any current or potential attachment of traffic control devices (signal and signs) and ancillary devices (detection, preemption, surveillance, etc.) and not constitute a violation of the Manual on Uniform Traffic Control Devices (MUTCD).
  - (5) SWFs will not be allowed on any sign post located in the ROW.

## 4. New SWF Support Poles.

- a) All new poles must be selected from the current Idaho Falls Power list of acceptable poles by Valmont or approved equivalent.

# X. JOINT USE ATTACHMENT CONSTRUCTION STANDARDS AND POLICY

## A. Purpose.

- 1. To provide consistent construction standards for joint use attachments on IFP structures.

## B. Application Procedures

- 1. Any communication provider ("Provider") desiring to attach to IFP poles must first have an executed Joint Use Agreement with IFP.

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2. Prior to any attachment to IFP poles, Providers desiring joint use must turn in an application to IFP. No attachments to any of IFP poles shall occur until IFP has approved a Permit for such attachments.
3. Permits are required for any overlashing. Provider, Provider's affiliates, or other third party as applicable shall pay any necessary make-ready work costs to accommodate such overlashing.

C. Make-Ready Work

1. It is the Provider's responsibility to advise IFP of any required make-ready work.
2. The Provider will be required to pay for all make-ready work. This payment may be required in advance of any IFP work.

D. Pole Attachment Standards

~~D.1.~~ All pole attachments shall be made in accordance with the most current version of the following standards, as applicable:

- ~~1-a)~~ National Electric Safety Code ("NESC")
- ~~2-b)~~ National Electrical Code ("NEC")
- ~~3-c)~~ Regulations of the Occupational Safety and Health Administration ("OSHA").
- ~~4-d)~~ Service Policy Figures 18-23.

E. Position and space

1. The top communication position on all IFP poles is reserved for City of Idaho Falls, IFP, and IFF communication equipment, solely as determined by IFP.
2. A position generally consists of twelve inches (12") of pole space.
3. Providers are permitted no more than one (1) attachment per pole without express written IFP approval.
4. A communication cross arm may be installed when vertical space on the pole is or may be limited, solely as determined by IFP. A communication cross arm is recommended when there are three (3) or more communication lines attached to a pole or as vertical clearance from ground would reasonably require.

F. Clearances

1. Minimum separation between electric service drops and communication service drops shall be twelve inches (12"), per NESC 235C1b (exception 3).
2. Minimum mid-span vertical separation between communication cables shall be six inches (6").

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#### G. Vertical Risers

~~4.~~ Unless otherwise directed by IFP, all risers, including those providing 120/240 volt power for communications equipment enclosure, shall be placed on the quarter faces of the pole and must be installed in sealed conduit on stand-off brackets. A two-inch (2") clearance in any direction from cable, bolts, clamps, metal supports, and other equipment shall be maintained.

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#### H. Climbing Space

~~4.~~ A clear climbing space must be maintained at all times on the face of the pole. All attachments must be placed to allow and maintain a clear and proper climbing space on the face of IFP's poles. Communication cable/wire attachments shall be placed on the same side of the pole as those of other attaching entities.

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#### I. Anchors and Down Guys

1. No attachment may be installed on an IFP pole until all required guys and anchors are installed. No attachment may be modified, added to, or relocated in such a way as is likely to materially increase the stress or loading on IFP poles until all required guys and anchors are installed. Placing pulling strain on IFP poles prior to supporting the pole is cause to immediately stop work.
2. Providers shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on IFP poles joint use facilities attachments. Anchors shall be guyed adequately. Anchors and guy wires shall be installed on each IFP pole where an angle or a dead-end occurs with guy attachments to poles at or below its cable/wire attachment.
3. Providers shall not attach guy wires to the anchors of IFP or any third-party user without the anchor owner's specific prior written consent.
- ~~4.~~ Any down guys, if needed, shall be bonded, to the vertical ground wires of IFP's pole where a ground wire is available.

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#### J. Service Drops

1. Aerial service drops shall not be attached directly to the pole. Aerial service drops shall be attached to the messenger a minimum of six inches (6") from the pole.

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#### K. Tagging

1. All communications cables shall be identified with a band-type cable tag or other identification acceptable to IFP at each attachment within twelve inches (12") of the pole. The tag shall be consistent with industry standards, and shall include, at

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minimum, the following: cable owners name, which can be read by observation from the ground.

L. Pole Removal

1. In the event a pole is abandoned or replaced, the last party attached to a pole shall be responsible for removal, disposal, and liability of such pole

M. Nonfunctional Attachments

1. Providers shall remove any nonfunctional attachments within one (1) year of the attachment becoming nonfunctional.

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## XI. APPENDICES

### A. Transfer of power service FAQ's

#### Transfer of power service from Rocky Mountain Power to Idaho Falls Power – FAQ's

Frequently asked questions regarding transfer of service or the removal of Rocky Mountain Power owned assets.

1. *My property has been annexed into the City and I would like to change power service provider to Idaho Falls Power. Who should I contact?*

You can initiate the request by calling the Idaho Falls Power Customer Service Manager, Wld Ritchie at 208-612-8143 [writchie@ifpower.org](mailto:writchie@ifpower.org), or the Idaho Falls Power Compliance Manager Richard Malloy at 208-612-8428 [rmalloy@ifpower.org](mailto:rmalloy@ifpower.org).

2. *Is there a cost to me to transfer the service?*

Idaho Falls Power pays for all the infrastructure costs, such as poles, wire, and transformers, up to the meter point. There is a revenue portion that amounts to 167% of the previous year's total bills. This cost is shared 50/50 with the customer and Idaho Falls Power. Idaho Falls Power will amortize the cost over a three - five year period as a location surcharge on the monthly utility bill. Typically, because Idaho Falls Power rates are significantly less than Rocky Mountain Power, the customer does not see an increase in the cost of their monthly bill. After the customer's location surcharge is paid, the surcharge automatically drops off.

3. *Can I voice my opinion on a buyout?*

Yes. Before approval the IPUC will hold a public hearing for all public comments.

4. *How long does it take to transfer service from Rocky Mountain Power to Idaho Falls Power?*

Typically, it is has taken from five months to a year to complete the transfer of service and associated assets.

5. *Why does it take so long to transfer service?*

There are several steps that need to occur to complete the transfer; agreement between the utilities, an accounting of the cost of the assets, calculation of the revenue cost and Idaho Public Utilities Commission for approval. In our experience the most significant drivers of the schedule are the time required for Rocky Mountain Power's process and the Public Utilities Commission approval.

6. *Can Idaho Falls Power expedite the transfer?*

No. Idaho Falls Power can only forward the request to Rocky Mountain Power to initiate the transfer and Idaho Falls Power has no control over the PUC's schedule.

7. *I'm a developer and need to have Rocky Mountain Power assets removed from the property. Can I remove them?*

No. The asset exchange must be completed before any assets such as poles, transformers, conductor (wire), ect. can be taken out of service or removed.

8. *Is there someone I can contact if the transfer length of time is negatively impacting me or my business?*

Yes, you can call the Idaho Public Utilities Commission in Boise at the following address. As a part of the Idaho State government, their primary function is to serve power customer interests in the state of Idaho and as such they are receptive to customer concerns.

By written letter to:

P.O. Box 83720 Boise, ID 83720-0074  
11331 W. Chinden Blvd. Building 8, Suite 201-A  
Boise, ID 83714  
Phone: 208.334.0300  
Toll Free: 1-800-432-0369  
Fax: 208.334.3762

Call or email to:

Stephen Goodson – Policy Analyst  
208-344-0323 [Stephen.goodson@puc.idaho.gov](mailto:Stephen.goodson@puc.idaho.gov)

Online form –<https://puc.idaho.gov/Form/ConsumerAssistance>  
208-334-0369 or 1-800-432-0369

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## B. High Density Load Service (Crypto currency mining) FAQ's

### High Density Load Service - FAQ's (Crypto currency mining and Data Centers)

Frequently Asked Questions regarding Idaho Falls Power (IFP) and High Density Loads (HDL). The most common HDL loads are crypto mining operations but can also include traditional data centers.

1. What is the cost of energy?

For loads of under 1 mw, IFP has an HDL rate which can be found at:

<https://www.ifpower.org/accounts-and-services/rates-and-policies>

2. What if my load is greater than 1 mw?

For all new loads of greater than 1 mw, the rate will be negotiated and will require City Council approval. Generally, this rate will be based on the market price for power, plus the cost to deliver the energy to your site. For current market power prices, the EIA does have the historical market prices at Mid-c and Palo Verde on their web page at, <https://www.eia.gov/electricity/wholesale/>.

3. What if my load is greater than 10 mw?

For loads over 10 mw there are significant contractual and transmission issues. If you are interested in pursuing loads above the 10 mw we would anticipate several years of power supply contract negotiations and transmission service studies and very possible additional years for transmission construction.

4. What is the cost to install a service?

IFP price for new and upgraded services is per our Service Policy available on our website. In general IFP will provide a cost to install any required equipment and upgrades to existing equipment and this must be paid prior to scheduling any jobs. Further, if extensive studies are required, IFP reserves the right require prepayment of estimated labor engineering work.

5. Where are some good sites for an HDL?

IFP does not have the time, resources, or expertise to locate sites for commercial businesses. Before we can provide any significant assistance to a customer seeking to locate an HDL in our service territory, we need a specific location and a desired peak load amount. If an excessive number of locations are desired to be researched, IFP reserves the right require prepayment of estimated labor engineering work.

6. Where can I get service from IFP?

IFP is a division of the City of Idaho Falls and serves only inside the city limits of Idaho Falls. These boundaries can be found at: <https://www.idahofallsidaho.gov/332/Maps>.

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## SERVICE POLICY

Effective 2023

This Policy provides information on the Idaho Falls Power (IFP) procedures for new and existing services and what will be required of a Customer desiring electric service. This Policy is based in part on current Idaho Falls City Code. It is to be used only as a guide and shall not be considered to be complete with respect to all possible service configurations or special or extenuating circumstances. Questions pertaining to this Policy should be directed to the Engineering Manager, or the Distribution Superintendent at (208) 612-8430. **Any deviations from this Policy must receive prior IFP written approval.**



Changes new to this edition:

1. Added Soft start/Motor starting, II.K.
2. Statement that IFP conduit is only for IFP use, III.A.2.
3. Added requirement for marking of conduit and options for markers, III.A.3.
4. Added “Level 2” to specify type of DC charger, VIII.A.
5. Changed wording in Customer Generation, VII.B.2.a
6. Added FAQ for transfer of power service and crypto mining as appendixes, XI
7. Added a suggestion to inform IFP of non-standard meter installations, V.
8. Added recommendations for wall mount boxes for fiber in Figure 33.
9. Added NEMA definition in I.

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## I. DEFINITIONS:

**CHARGING STATION:** IFP-supplied equipment that is leased to a customer for the purpose of charging electrically powered vehicles.

**CITY:** City of Idaho Falls, Idaho.

**COMMERCIAL:** Development that is non-residential or, for the purpose of construction and maintenance of the electric infrastructure, a development that is Multi-Family Housing with three or more attached units with a meter pack (master-metered). (See International building code for more information about the commercial classification)

**CONTRACTOR:** Any person or entity who is doing work that will require electric service or other interaction from IFP. Contractor is a general term that can apply to one (1) or more property developer, owner, owners' agent, or other entity performing work at location.

**CT METER:** A metering system where the current is measured indirectly with a current transformer.

**CUSTOMER:** The person(s) who will be the owner(s) of the property where the service is provided and who shall be responsible for the ongoing costs of maintenance and service.

**CUSTOMER-GENERATOR:** A customer with a small generation facility (solar, wind, etc.) who has a net-metering agreement with IFP.

**GENERATION EQUIPMENT:** Equipment (solar panels, small wind, gas-generators, etc.) used in the generation of electricity.

**ISPWC:** Idaho Standards for Public Works Construction

**IFP:** The City of Idaho Falls, Idaho, dba Idaho Falls Power.

**INFILL LOTS:** Platted or unplatted property left after development has been complete or that have been developed in the past and the structures have since been removed that may be subject to line extension fees.

**MASTER-METERED:** One (1) meter that measures the electrical service for more than one (1) living unit or commercial interest.

**MOBILE HOME PARK:** Development that has three or more stand-alone residential units built on parcel(s) under common ownership, wired to HUD standards, and typically mobile homes where each unit has a self-supported meter base, or that is master metered.

**NEMA:** National Electrical Manufacturers Association, organization that develops standards for electrical equipment.

**NESC:** National Electric Safety Code, which is the governing standards for electric utilities.

**NET ENERGY:** The difference between the electricity consumed by the Customer-Generator and the electricity produced by the Customer-Generator's Generation equipment and facility.

**NET-METERING:** A system in which a small generation facility, (e.g., renewable energy generators), are connected to the power grid and surplus power is transferred onto the grid, allowing customers to offset the cost of power drawn from IFP.

**PRIMARY:** The parts of the IFP system that are operated at a nominal 15kv phase-phase. Actual operating voltages are 12,400 volts phase-phase and 7,200 volts phase-ground.

**RESIDENTIAL:** Single Family Home (independent meter attached to a wall), Multi-Family Housing (two units with a meter pack or master-metered), and Single Family Attached (individual service to each house with meter attached to the individual house).

**SECONDARY:** The parts of the IFP system that are operated below 600 volts.

**SELF-CONTAINED METER:** A non-instrumented single-phase meter under four hundred (400) amps (class 320) or a three- (3) phase meter under two hundred (200) amps.

## II. SERVICE REQUIREMENTS

SERVICE FEES: CONSISTENT WITH IDAHO FALLS CITY CODE, ALL FEES OR COSTS, APPLICABLE TO LINE EXTENSIONS FOR RESIDENTIAL OR COMMERCIAL INDIVIDUAL CUSTOMERS OR DEVELOPMENTS SHALL BE PAID IN ADVANCE OF ANY INSTALLATION OF ELECTRICAL INFRASTRUCTURE. APPLICABLE FEES ARE PUBLISHED IN THE FEE SCHEDULE ESTABLISHED BY CITY COUNCIL RESOLUTION.

### A. General Service Requirements:

1. A Customer desiring new electric service from IFP must first secure a building permit from the City Building Department. For all three-phase and commercial projects, it is required that the Customer coordinate service plans directly with IFP prior to seeking a building permit. The Customer shall provide a completed transformer load sheet and information necessary for IFP to provide electrical service, including but not necessarily limited to: preferred service location (overhead or underground service), single-phase or three-phase service, total connected load, electric heat and air conditioning load, required voltage, and the number and size of motors with ratings greater than ten (10) horsepower.
2. The International Building Code and International Residential Code determines if a building is commercial verses residential for the purpose of construction and maintenance of the electric infrastructure. Power consumption charges and line extension fees are based on the occupancy type and are listed in The Fee Schedule Established by City Council Resolution.
3. The Customer is solely responsible for the selection, installation, and maintenance of all electrical equipment and wiring, on the load side of the point of delivery (other than IFP's meters and apparatus). The Customer shall be responsible to provide adequate protective measures for all electric motor installations.
4. The Customer shall be responsible to install and maintain surge suppressors, auxiliary power units or other protective devices for the protection of computers, computer software and programming, televisions, or other equipment sensitive to voltage spikes, surges, sags, transients, noise interruptions or outages.
5. The Customer shall install and maintain all suitable protective devices and equipment to protect the Customer, life and/or property, from harm or injury from electric current because IFP shall assume no duty to warn or to otherwise assist the Customer in the selection of or use of electrical appliances, tools, equipment, or facilities.
6. Whenever a Customer's equipment has characteristics which causes interference (e.g., harmonics, transients, waveform distortions, fluctuations, etc.) with IFP's service to other Customers, the Customer causing the interference shall make changes in such equipment or provide, at Customer's expense, additional

equipment to eliminate the interference. Power quality of the Customer shall meet the IEEE 519 standard, ANSI C84.1 standard, and City Code 8-5-26.

7. Padmounted equipment (including ground sleeves / pedestals, etc.) shall not be provided or set until curb and gutter have been installed. Approval from IFP is required prior to any deviation from this requirement.
8. IFP's required easements for the electric and fiber lines shall be identified and designated prior to construction. In general, easements for electric and fiber service shall be twelve feet (12') in width. Along rights-of-way (ROW) easements shall be a minimum of fifteen feet (15'). Proposed easement width may vary depending on road classifications and IFP future planning needs.
9. New utility easements of less than twelve feet (12') in width require prior approval from IFP design staff. It is the Customer's responsibility to have IFP's designated easements surveyed and dedicated to the CITY.

**B. Commercial Service Requirements**

1. Commercial services are defined as Non-residential and Multi-Family Housing that has three or more units attached with a meter pack (see International Building Code). Exceptions on case-by-case basis shall be coordinated by IFP and Building Department.
2. Prior to design, every commercial and industrial Customer shall provide the following information to IFP:
  - a) A plot plan indicating the preferred service entrance location
  - b) If previously recorded public utility easements or are not available, provide easements to IFP for underground power cable, as indicated on the marked-up plot plan described above. If the indicated easement locations present problems, the Contractor is responsible to obtain permission for a different routing from IFP.
  - c) Proposed transformer location (final determination will be made by IFP)
  - d) A completed transformer load sheet (attached to review sheet or by pdf from IFP design)
  - e) All electrical requirements including number of phases, voltage, connected single-phase and three-phase loads. Determine location of loads, approximate size of loads and possible future load needs. All three-phase underground installations shall be served with Y connected secondary only (i.e. 120/208 or 277/480).
  - f) No service work, cable pulls, or connects will be made unless the site address is posted in a conspicuous place.



3. Determine location of service entrance, approximate size of loads, and an estimate of future electric loads
4. Provide a meter base, standard power riser, weather head, and/or suitably anchored attachment point to allow connection to IFP's designated service tap point. Install IFP provided CTs
5. Provide necessary easements to connect the Customer to IFP's designated interconnection point. Easements are required for primary conductor only, except in rare cases where an easement for overhead secondary conductor may be necessary (because it crosses property boundaries).
6. IFP will then provide the meter and current transformers and aerial overhead conductor. Note that no Customer owned equipment will be permitted on IFP's poles.
7. Contractor / Customer is required to provide and install all secondary conductor and to ensure adequate coil at each end for IFP to terminate.

C. Commercial Service Requirements for Operation

1. The Customer is solely responsible for the selection, installation, and maintenance of all electrical equipment and wiring, on the load side of the point of delivery (other than IFP's meters and apparatus). The Customer shall be responsible to provide adequate protective measures for all electric motor installations.
2. The Customer shall be responsible to install and maintain surge suppressors, auxiliary power units or other protective devices for the protection of computers, computer software and programming, televisions, or other equipment sensitive to voltage spikes, surges, sags, transients, noise interruptions or outages.
3. The Customer shall install and maintain all suitable protective devices and equipment to protect the Customer, life and/or property, from harm or injury from electric current because IFP shall assume no duty to warn or to otherwise assist the Customer in the selection of or use of electrical appliances, tools, equipment, or facilities. Whenever a Customer's equipment has characteristics which causes interference (e.g., harmonics, transients, waveform distortions, fluctuations, etc.) with IFP's service to other Customers, the Customer causing the interference shall make changes in such equipment or provide, at Customer's expense, additional equipment to eliminate the interference. Power quality of the Customer shall meet the IEEE 519 standard, ANSI C84.1 standard, and City Code 8-5-26.

D. Residential Service Requirements

1. Residential services are defined as a Single Family Home, Multi-Family Housing (two units with a meter pack), and Single Family Attached (individual service to each house with meter attached to the individual house).

2. Line extension fees will be established by Resolution of the City Council. Additional clarification for infill lots are as follows:
  - a) Infill lots that were planned with services and that have adequate IFP infrastructure are not subject to the per lot fee or other line extension fees. If it is determined that the infrastructure needs upgraded to serve than this will be billed as an extra line extension fee.
  - b) Infill lots that were not planned as a residential lot are subject to the per lot fee.
  - c) Infill lots that have no IFP power infrastructure fronting or adjacent to the property are subject to the per lot fee plus all other applicable line extension fees to provide power to the property as determined by IFP.
3. New underground residential electric systems shall be installed in front lot locations and shall be determined by IFP. See Section III for trenching and conduit requirements.
4. Service Entrance and Meter Base:
5. The meter shall be located within five feet (5') of the nearest front corner of the house to the existing transformer or pedestal. Conduit is to have a maximum of 360° degree of bends. Services shall conform to Attached Figures of this Policy. Meter location requirements herein are to be used only as a guide and shall not be considered complete with respect to all possible service configurations or special extenuating circumstances. Any deviation of meter placement must have prior, written approval from IFP. The centerline of the meter should be five feet six inches (5'6") above the finished grade or walkway. If structural details prevent this, the centerline height shall be not less than four feet (4') or more than six feet (6').

Power Cables:

  - a) IFP will provide and install the necessary primary cable. IFP will provide and install the necessary secondary cable for services up to three hundred (300) amps.
  - b) The cables will be installed in the Contractor provided conduit to connect the Contractors' service point to the City's pad-mounted transformer or pedestal. The Contractor is required to establish a final grade compacted to a minimum of ninety-five percent (95%) of maximum density at each transformer and service pedestal on location large enough for placement of IFP's transformer pad and/or pedestal. See Attached Figures of this Policy. The Contractor should coordinate work with IFP.
  - c) The Contractor's service entrance equipment must be in place and approved by the electrical inspector before final hookup. Installed conduit shall be inspected by IFP to ensure proper conduit depth and installation. Cable will not be installed until the trench has been backfilled.

6. High Voltage Transformers and Sectionalizing Cabinets:

- a) The high voltage equipment shall not be enclosed in any manner which will restrict the dissipation of heat. A ten foot (10') minimum clearance and access must be maintained in front of the cabinet door. A two-foot (2') clearance should be maintained on all other sides of the equipment. Fences or landscaping installed within this clearance will be removed at the Customer's expense should servicing be required. See Attached Figures of this Policy.
- b) Additionally, overhead service wire length has a maximum length of one hundred twenty-five feet (125').

E. Multi-Family Service Requirements

1. Conduits and conductors used to service the building will be determined by IFP for Residential only (up to two units with a meter pack). For Commercial applications (three units or more with a meter pack) conduits and conductors will be determined and provided by the Contractor/Customer. See Section III for trenching and conduit requirements. Secondary conductor(s) will be terminated at one (1) point Customer's premises (i.e., main breaker, disconnect or similar tap point). IFP's conductor(s) shall not be used as a bus in gutters, etc.
2. A Contractor / Developer can install a meter pack as an alternative to individual meters on individual walls. Conduits and conductors can penetrate the firewall on Single Family Attached dwellings (see building regulations and coordinate with Building Department). Easements and agreements will need to be in place between each Property Owner / Home owner's association. Contractor / Owner shall communicate to IFP the type of construction when requesting approval.
3. Line extension fees are based on occupancy and will be established by Council Resolution. Multi-Family Housing line extension fees are only applicable when there is a meter pack of three (3) or more units.

F. Construction and Temporary Service

1. IFP will charge a fee for the installation and removal of power for a temporary facility to existing infrastructure (e.g., within thirty feet (30') of underground or one hundred twenty-five feet (125') from overhead tap point). This fee will be established by Resolution of the City Council and shall be paid at the City Building Department at the time of building permit application. Due to varied field conditions, the Contractor or Customer will need to coordinate a site visit with IFP staff at (208)612-8430 to determine installation requirements. If providing the service requires pole installation or transformer placement, an additional one-time fee shall be paid to IFP prior to the installation of the temporary service. Temporary Service request forms with current associated fees are available at the Building Department.

2. Examples of temporary facilities include a construction trailer or Christmas tree lot, which would require a line extension and/or transformer. Temporary power service shall be limited to three (3) months post completion for construction projects or to one (1) year of continuous service for non-construction services.
3. The Contractor or Customer must provide service pole and meter base, and have it approved by the City's electrical inspector. The service pole cannot be more than one hundred twenty-five feet (125') from the designated IFP interconnection point. The service pole shall be tall enough to allow for appropriate traffic clearance and be strong enough to support the service conductors.

G. Requesting Changes to Existing Services (service upgrades)

1. Any Customer may request a change to an existing service, including upgrades, expansion, extension or relocation. Customers requesting change in existing service shall pay labor and materials costs associated with the service change. All payments will be made in advance of the change in service. Residential service upgrades must comport to City Code 10-3-5(Z)(8) for zoning. Primarily, the use of utilities shall not be beyond that reasonably used for residential services e.g., cryptocurrency mining would not be considered a residential use.
2. The Contractor or Customer shall be responsible for costs incurred by IFP for the repair of any of its facilities damaged by the Contractor or Customer or a third party working on behalf of the Contractor or Customer. IFP will provide information and services in advance of maintenance or construction activities (such as dropping and reconnecting overhead service lines for tree trimming) at no charge, if scheduled during regular business hours.

H. Illumination of Public Rights-of-Ways

1. It shall be the Customer or Contractor's responsibility to provide illumination (street lights) along or within the public rights-of-way contained within a new development.
  - a) IFP will coordinate with the Developer regarding design and construction responsibilities for lighting.
    - (1) When determined by IFP, Contractor to utilize flood seals and compact compression connector Burndy YPC2A8U bg die or w-bg die; or approved equal for all connector taps.
2. All new light pole foundations and lighting conduits shall be constructed by the Contractor in accordance with current Service Policy Figure 10, ISPWC (Idaho Standards for Public Works Construction), and City of Idaho Falls standard specifications. IFP will furnish to the Contractor a bolt hole template (pending availability), anchor bolts, nuts, washers, grounding butt plate, and ground wire

needed for the installation of the light poles. Contractor may utilize a precast light pole base as long as it matches all specifications.

- a) The Customer shall purchase or construct a concrete light pole base per current IFP specifications in the location indicated on the IFP Contractor Map. The final light pole location will be determined by IFP. If the Customer chooses to pour in place the pole base, IFP must be contacted for inspection of pole base prior to the base being poured. Light Pole base shall conform to Attached Figures of this Policy. A light pole will not be installed on the pole foundation until it has cured a minimum of seven (7) days. When the temperature is forty (40°) degrees or lower the pole foundation shall be covered with an insulated tarp.
3. Contractor to ensure adequate backfill at proposed light pole bases and utilize  $\frac{3}{4}$ " gravel to maximize compaction.
4. IFP will install poles and luminaires along or within the public rights-of-way with the cost of materials paid by the Contractor prior to installation, except in the commercial applications described above.

#### I. Required Conductor Clearances

1. See Service Policy Figures for required clearances of overhead power lines to driveways, parking lots, alleys, areas of farm and construction equipment, pedestrian traffic, vehicular traffic, railroads, water ways, and other miscellaneous clearance exhibits. If the clearance is not shown, please contact IFP staff. Note all clearances are derived from the NESC.
2. Contact IFP at (208) 612-8430 for permits, inspections, authorizations, and clearances not addressed in this Policy.

#### J. Fault Current Calculations

1. The NEC requires that new service entrance equipment is rated to interrupt the available fault current. To assist customers, IFP is providing the tables below showing a calculated maximum potential secondary fault current (Isc) and the information necessary to allow the calculations of the maximum fault current for most applications.
2. The tables are built with the following assumptions:
  - a) The tables do not use an infinite buss but the maximum primary fault current of IFP's system which is 8000 amps.
  - b) The tables were developed with a minimal 15 feet of secondary conductor (wire) is installed from the transformer. For a more accurate calculation the customer can use the actual length of conductor and actual

conductor size. Calculating tools such as Eaton Bussmann's FC<sup>2</sup> application can be used.

K. Motor Starting

1. Motor starts may cause unacceptable disturbances to IFP's distribution and transmission systems or the service of other customers. It will be the CUSTOMER's responsibility to correct such disturbances including but not limited to installing a motor start device i.e., reduced-voltage or soft-start motor controls or variable frequency drives (VFD), or modifications to IFP's facilities at the CUSTOMER's expense, in compliance with current local laws, ordinances, and state tariffs.
2. Upon the CUSTOMER's request, IFP will furnish permitted starting currents that are based on frequency of starts and time of day the motors will be started and impedance of the distributions system.
3. IFP may limit the maximum size and type of any motor that may be operated at any specific location on its system.

<i>3-Phase Padmount Transformers</i>					
Transformer KVA	Secondary Voltage L-L	Secondary Voltage L-N	Lowest %Z	Isc w/ 15ft Wire	Wire Size
45	208	120	2.8	4216	4/0
75	208	120	0.9	17773	4/0
75	480	277	1.3	6508	4/0
112.5	208	120	1.2	22129	1-500
112.5	480	277	1.9	6668	4/0
150	208	120	1.1	30138	1-500
150	480	277	1.2	13147	4/0
225	208	120	1.5	35161	2-500
225	480	277	1.4	17074	1-500
300	208	120	1.4	48886	3-500
300	480	277	1.3	23330	1-500
500	208	120	1.5	71114	4-500
500	480	277	1.5	32504	2-500
750	208	120	5.4	34719	6-500
750	480	277	3	25812	3-500
1000	208	120	5.8	42437	8-500
1000	480	277	5.5	19591	4-500
1500	480	277	5.6	27583	5-500
2000	480	277	5.6	35237	7-500
2500	480	277	5.5	42818	8-500

<i>1-Phase Padmount Transformers</i>					
Transformer KVA	Secondary Voltage L-L	Secondary Voltage L-N	Lowest %Z	15ft 1/0 AL Isc L-L	15ft 1/0 AL Isc L-N
15	240	120	1.1	5008	6192
25	240	120	1	8355	9246
37.5	240	120	1.6	7931	8895
50	240	120	1	13950	13131
75	240	120	2.4	9952	10487
100	240	120	1.3	18221	15395
167	240	120	1.8	20181	16286
<i>1-Phase Polemount Transformers</i>					
Transformer KVA	Secondary Voltage L-L	Secondary Voltage L-N	Lowest %Z	15ft #2AL Isc L-L	15ft #2AL Isc L-N
15	240	120	1.1	4721	5382
25	240	120	1	7585	7549
37.5	240	120	1.6	7234	7314
50	240	120	1	11928	9954
75	240	120	2.4	8878	8357
100	240	120	1.3	14917	11202
167	240	120	1.8	16206	11667

### III. TRENCH AND CONDUIT

#### A. General Requirements

1. Please contact the applicable IFP Design staff as noted on the approval drawings or through the main IFP engineering office at (208) 612-8430 prior to starting any trench and conduit work.
2. All conduit installed by or for IFP/IFF shall be for the exclusive use of IFP/IFF.
3. IFP requires all IFP-owned conductor to be in conduit. The Customer shall provide and install all conduits as required from the IFP identified interconnection location through new or existing easements to the Customer's transformer pad as set out in Section 2.A.1 of this Policy. In the event it is necessary for IFP to loop feed through the Customer's property, the Customer may be required to open an additional trench to place conduit from the transformer to an exit point from the Customer's property. The Customer may also be required to provide easements for the trench. All electric conduits shall be PVC Schedule 40 (see note 3 and 4 for exceptions). All elbows shall be PVC Schedule 40 large radius sweep (36") or as otherwise specified by IFP (see note 3 and 4 for exceptions). RGS elbows and conduit must be used at riser poles or where conduit will be exposed out of the ground. Conduits must be capped and labeled to identify routing. Conduit must be marked per IFP standards e.g., standard 2-in. x 4-in. piece of wood, rebar, tracer wire, etc. No conduit run shall have more than 360 degrees of bends. Maximum lengths of conduit runs shall be determined by IFP. Conduit shall only be bent with approved methods (i.e., blanket warmer or rigid conduit bender). No torches allowed.
4. 2" HDPE SDR 13.5 continuous duct can be utilized by the Contractor instead of 2 ½" PVC Schedule 40 as specified on the Contractor Map for proposed 1/0 single phase primary conductor. Conduit to be red in color or black with red stripes (red conduit preferred). If possible, HDPE to be ordered with "IFP" stamped on conduit. The HDPE can be turned up inside of ground sleeves and secondary pedestals or Contractor may transition to 2" PVC Schedule 40 large radius sweep (36") with Perma-Guard/UL fittings by Arnco Shur-Lock II or approved equal by IFP.
5. On all conduit runs of 75 feet or greater and all services from the meter base to the transformer / secondary pedestal; the contractor will install 2500 lb. "mule tape". When available, and only if requested, IFP will provide used mule tape.
6. Contractor will install pull string for fiber optic conduit runs (future use conduit). Developer / Contractor shall provide all construction staking and layout of new electrical facilities per design.
7. All conduit, including bell ends, shall be supplied and installed by the Contractor. Bell ends shall be installed at transformers, secondary pedestals, sectionalizing



cabinets, and light pole locations. See attached Figures of this Policy for installation guidelines. Conduits must be capped and labeled to identify routing.

B. Primary Conduit

1. The minimum power trench shall have a minimum depth of fifty-four inches (54") and maximum depth of sixty inches (60") below finish grade (Conduit to be installed 48" below finish grade). Including 6" of sand bedding below and above top of conduits. See below for bedding requirements. Minimum trench width shall be twenty-four inches (24"), unless otherwise noted. Before final backfill, IFP shall be notified when the conduit is in place. IFP will inspect all conduit installations before backfilling for proper depth and installation. Trench to be backfilled within two weeks of IFP conduit installation. Failure to obtain an inspection prior to backfill may result in the re-excavation of the trench.
2. Minimum primary conduit depth can be reduced to eighteen inches (18") of cover below final grade through basalt or other rock upon prior approval of IFP. Rigid galvanized steel (RGS) conduit shall be provided and installed by the Contractor where trench depth is less than forty-eight inches (48"). IFP will specify the conduit size.
3. IFP will specify the conduit size. Contact applicable IFP staff upon completion of pulling a mandrel through the conduit to ensure the conduit is free from obstructions. Any additional or future costs due to broken, damaged, obstructed or poorly assembled conduits will be paid by the Customer.
4. IFP will provide the pole and all primary conductors, if crossing existing streets with overhead primary conductor to a pole located near the new service location. The Contractor shall provide and install the first length (i.e. ten feet (10') of RGS conduit) up the pole above the contractor supplied RGS elbow. All elbows at the base of the pole shall be a large radius three-foot (3') RGS steel. All conduits installed on IFP poles will be on approximately eight-inch (8") standoffs.
5. If an underground road crossing is made, the Contractor will provide all conduit and will bore conduit beneath the roadway or provide a trench in which to install conduit. The use of high density polyethylene (HDPE) continuous conduit shall be used at select road crossing locations with prior approval from IFP. Conduit shall be Perma-Guard/UL and fittings shall be Arnco Shur-Lock II or an approved equal approved by IFP. IFP will inspect all conduit installations before backfilling for proper depth and installation. Trenches across existing roadways must also be approved by the City Public Works Department.
6. A minimum of six inches (6") of sand bedding is required above and below all conduits. An IFP staff may determine that the native soil is suitable for bedding material. Additionally, bury/caution tape shall be buried two feet (2') above the top of conduit. IFP will inspect all conduit installations before backfilling for

proper depth and installation. Prior to cable installation, trenches must be backfilled and transformer and sectionalizing cabinet ground sleeves as well as secondary pedestals must be in place.

7. In all cases the Contractor shall be responsible for backfill and compaction of cable trenches and repair of street crossings. Per City standards, all electrical trenches shall be compacted to a minimum of ninety-five percent (95%) of maximum density to prevent settlement. Failure to properly repair the street wherein defects (e.g. settlement) appear within one (1) year will result in the City billing the responsible party for all costs incurred by the City to fix the roadway.
8. A minimum of one foot (1') clearance shall be maintained between primary high voltage cable and all other utilities and service voltage cables, except at crossings (where a separation should exist to allow future repairs of either utility approximately two inches (2'') minimum).

C. Secondary Conduits

1. The trench for secondary conduit shall have a minimum depth of thirty inches (30'') below final grade. Minimum trench width shall be twenty-four inches (24''), unless otherwise noted. Before final backfill, IFP shall be notified when the conduit is in place. IFP will inspect all conduit installations before backfilling for proper depth and installation. Trench to be backfilled within two weeks of IFP conduit installation. Failure to obtain an inspection prior to backfill may result in the re-excavation of the trench.
2. Minimum secondary conduit depth can be reduced to eighteen inches (18'') of cover below final grade through basalt or other rock upon prior approval of IFP. Rigid galvanized steel (RGS) conduit shall be provided and installed by the Contractor where trench depth is less than thirty inches (30''). IFP will specify the conduit size.
3. IFP will specify the conduit size (exception: commercial secondary conduit). Contact applicable IFP staff upon completion of pulling a mandrel through the conduit to ensure the conduit is free from obstructions. Any additional or future costs due to broken, damaged, obstructed or poorly assembled conduits will be paid by the Customer.
4. The Customer provides, installs and retains ownership of all commercial secondary service conductors and conduits from building (or load) to transformer (or source).
5. When service can be met from an existing power pole, the Contractor shall install all secondary cable to the pole and shall provide sufficient secondary cable to reach from the pole top connection point to the Customer's meter base or other point of connection. The Customer shall provide and install the first length (i.e. ten feet (10')) RGS conduit up the pole above the contractor supplied RGS elbow.

All conduits installed on IFP poles will be on approximately eight inches (8") standoffs. Commercial secondary trench and cable are the Customer's responsibility, and no easements will be required by IFP. All future maintenance, locating, and repair of secondary shall be the Customer's responsibility.

6. Contractor shall provide and install necessary meter bases, current transformer (CT) boxes, and install IFP provided CTs in CT boxes. Commercial metering requirements are contained in Section V. of this Policy, with additional commercial metering requirements in Section V.E. of this Policy.
7. Following such installations, IFP will install meter, meter wiring, etc.; place a transformer on the concrete pad; pull primary cable through Contractor-installed conduit; and connect primary cables to the primary terminals of the pad-mounted transformer. IFP makes up secondary connections in the transformer and provides connectors for standard cable up to and including five hundred (500) kcm. If greater than five hundred (500) kcm cable is to be used, the Contractor provides connectors and/or other special facilities. Finally, IFP connects the primary cable to its power system at the designated tap point after all requirements are met.
8. Where the service is fed from an overhead transformer, the Contractor or Customer will install conduit to the pole where the transformer is mounted.
  - a) The Contractor or Customer will install rigid galvanized, three- (3') foot radius elbow and one (1) ten (10') foot length of rigid galvanized steel conduit up the pole (for residential the size of conduit is to be determined in Contractor's Map, for commercial the size is determined by Electrician).
  - b) The Contractor or Customer will provide enough conductor to make connection to the transformer and coil it at the top of the end of the riser.
  - c) IFP will inspect all conduit installations before backfilling for proper depth and installation. Meter base shall be framed and braced before the power cable will be pulled into the base. After IFP inspects conduit, an authorization for backfill sticker will be placed on conduit or meter base.
  - d) All trenches will be compacted to a minimum of ninety-five percent (95%) of maximum density to prevent settlement.
9. It shall be the property owner's responsibility to maintain integrity of secondary conduit at their expense. On residential secondary conduit extensions, IFP will provide transformer ground sleeves, ground rods, and secondary pedestals. Following IFP providing the ground sleeve and pedestal, and before transformer or service pedestal is installed, the Contractor shall install two ten-foot (10') length of two and one-half inches (2½") schedule 40 PVC secondary conduit with three foot radius (3') sweep, if required from each transformer and/or pedestal on approximately a 45° degree angle into each lot to be served with electrical service

(unless otherwise noted on Contractor's Map). See Attached Figures of this Policy.

- a) Contractor / Customer will connect to existing conduit stubs and extend to the house per Figure 32 of the attached Figures.
    - (1) Schedule forty (40) PVC conduit is acceptable for the riser and the two-foot (2') radius elbow at the house if mounted within the framed wall. If surface mounted on the house or self-supported-meter base, the riser to the meter base and adjacent elbow shall be RGS. Any exceptions to this shall be coordinated with IFP prior to construction.
  - b) Three-inch (3") conduit with three-foot radius (3') sweeps shall be required from pedestal or transformer to the meter panel if residential service has a 400 amp panel. Coordinate with IFP.
10. Any residential secondary service that is connected from another secondary service or has multiple services interconnecting (daisy chain) will be deemed Commercial. IFP will not be responsible nor maintain those services, unless prior approval by IFP.

#### D. Fiber Conduits

- 1. Contractor shall provide and install two-inch (2") future use conduit (fiber conduit) in the trench per Contractor's Map. With prior approval from IFP, orange one and a quarter inch (1.25") HDPE conduit may be used instead.
  - a) Future use conduit (fiber conduit) shall be stubbed up into Idaho Falls Power supplied fiber boxes.
  - b) Location of fiber boxes shall be determined by Idaho Falls Power.
- 2. Contractor or Customer shall provide and install one inch (1") future use (fiber conduit) from existing fiber box to the house. As an option the Contractor or Customer can utilize Idaho Falls Power supplied three-quarter inch (3/4") micro duct (see figure 32).
  - a) Minimum of twenty-four inches (24") of burial depth.
- 3. Contractor or Customer to ensure both ends of the conduit are capped off with a PVC cap and marked Idaho Falls Fiber. Contractor or Customer shall ensure that end of conduit will be capped and marked in accordance with IFP standards e.g. standard 2-in. x 4-in. piece of wood..

### IV. PADMOUNT EQUIPMENT REQUIREMENTS

#### A. Single-Phase Transformers

Transformer ground sleeves and ground rods shall be provided by IFP, but shall be picked up at the IFP warehouse and/or IFP designated facility and installed by

the Contractor in conformance with Attached Figures of this Policy. The ground sleeve location shall be compacted to a minimum of ninety-five percent (95%) of maximum density prior to placement. The top of the transformer pad shall be installed a minimum of six inches (6") above final grade. The pad shall be level and aligned accordingly. A minimum ten-foot (10') clear area is required in front of the transformer and a minimum of two-foot (2') clearance is required on the other three (3) sides of the transformer. The transformer location will be determined by IFP.

**B. Three-Phase Transformers**

The Customer shall purchase or construct a concrete transformer pad per current IFP specifications in the location indicated on the marked-up plot plan. A minimum ten-foot (10') clear area is required in front of the transformer pad and a minimum of two-foot (2') clearance is required on the other three (3) sides of the pad. The final transformer location will be determined by IFP. If the Customer chooses to pour their own pad, IFP must be contacted for inspection of transformer form prior to the pad being poured. Pad design shall conform to Attached Figures this Policy. The pad location shall be compacted to a minimum of ninety-five percent (95%) of maximum density prior to concrete placement. The pad shall be level and aligned accordingly. A transformer will not be installed on the pad until it has cured a minimum of seven (7) days. No more than eight (8) conduits on the secondary side of a transformer shall be installed. When the temperature is forty (40°) degrees or lower the pad shall be covered with an insulated tarp. Transformer ground sleeves and ground rods shall be provided by IFP, but shall be picked up at the IFP warehouse and installed by the Contractor in conformance with Attached Figures of this Policy.

- a) When more than eight conduits are required for the secondary service, coordinate with IFP for the installation of a secondary cabinet to be located adjacent to the transformer. This secondary cabinet will also be used for the CT metering equipment in many applications.

**C. Sectionalizing Cabinets, Ground Sleeves, Secondary Pedestals, and Fiber Boxes**

- 1. Primary sectionalizing cabinet, ground sleeves, ground rods, secondary pedestals, and fiber boxes shall be provided by IFP, but shall be picked up at the IFP warehouse and/or IFP designated facility and installed by the Contractor in conformance with Attached Figures of this Policy. The top of the sectionalizing ground sleeve shall be installed a minimum of six inches (6") above final grade. A minimum ten-foot (10') clear area is required in front of the primary voltage switch cabinet and a minimum of two-foot (2') clearance is required on the other three (3) sides. The location of the ground sleeves, ground rods, and secondary pedestals will be determined by IFP.

**D. Modifying Exterior Appearance of Equipment**

1. Painting of IFP padmounted equipment shall not be allowed. Wrapping will be allowed with preapproval only. Conditions include; all of standard warning placards and transformer data to be included in the wrap, the wrap cannot cover the fins due to cooling requirements, and no commercial advertising.

## V. GENERAL METERING REQUIREMENTS

These general metering requirements cover only the common meter installations. Any non-conventional, infrequent, or special applications or installations should receive prior approval by IFP and are not included in these metering requirements. Wiring diagrams and other meter information may be obtained from the IFP Metering Department. All meters installed by IFP are owned by IFP and all maintenance of the meters shall be completed by IFP.

### A. Location of Meters

1. Protection from ice, snow, rain or other damage shall be provided by the Customer for metering equipment, when location so demands. A meter shall not be located where it will be subjected to shock, vibration, or other damage. The Customer shall be responsible for the cost of repair for damage to the metering equipment due to lack of protection.
2. Meters shall be installed on the exterior of the structure and at a location which will be readily accessible at all times for reading, inspecting and testing. The meter shall not be contained inside a cabinet or utility closet. IFP does not recognize EUSERC standards.
3. Residential meters shall be front yard accessible unless prior approval for another location from IFP is obtained.
4. Meters shall be installed only in sockets which are plumb in all directions and securely fastened to the structure.
5. The centerline of the meter should be five foot, six inches (5'6") above the finished grade or walkway. If structural details prevent this, the center line height shall be not less than four feet (4') or more than six feet (6') in height. See Attached Figures of this Policy.
6. In multiple meter installations such as apartment buildings or shopping centers, meters may be mounted in horizontal rows. The maximum allowable height from ground or walkway to the center line of the meter shall be six foot, six inches (6'6"). The minimum allowable height shall be two feet (2').
7. In apartment or multiple-use buildings, meters shall not be installed above the first-story level or in the basement.
8. Sufficient access and working space shall be provided around all metering equipment to permit ready and safe operation, maintenance and testing of such

equipment, with a minimum of three feet (3') front working space, minimum of 6 feet, 6 inches (6'6") head room and a minimum of three feet (3') wide plus permitting 180° degree opening of equipment doors or hinged panels.

9. Meters shall NOT be mounted on IFP owned poles or pad mount transformers.
10. If a service has been disconnected for any reason, IFP reserves the right to require an inspection prior to energizing.

B. Meter/Point of Service Disconnect

1. External main disconnect(s) shall be required on all new Residential points of service and meter base replacements. External main disconnect(s) shall be located after the meter.
  - a) Provides point of disconnect for Customer side work, up to and including the main panel.
  - b) Provides an accessible fire department point of disconnect in the event of a structure fire.
  - c) Provides an accessible location of IFP to drop the load when working on the meter.
  - d) External main disconnect will not be required if there is a dedicated transformer for the load and if the transformer has a disconnect switch inside of it.
2. IFP strongly recommends an external main disconnect on Commercial points of service.

C. Determining Self-Contained or CT Metering

1. If a Customer is CT metered, the metering shall be only for one (1) building under residential or commercial rate.
2. The City will require CT meters for all single-phase services greater than four hundred (400) amps and all three-phase services greater than two hundred (200) amps.

D. Residential Metering Requirements

1. All single-phase Customers with a main switch ampacity between two hundred one (201) and four hundred (400) amperes will be metered with a self-contained, ~~meter~~ three hundred twenty (320) amp meter base. See Section V.E. of this Policy for meter base requirements.

E. Commercial Metering Requirements

1. All meters, voltage and current leads, used with instrument transformers, shall be furnished and installed by IFP meter department personnel. CTs shall be

furnished by IFP. Installation of CTs shall be coordinated with IFP meter department personnel.

2. All three-phase Customers with a main switch ampacity up to and including two hundred (200) amperes will be metered with a self-contained meter. All loads in excess of two hundred (200) amperes will be CT metered.
3. All meters or instrument transformers must be ahead of the Customer's disconnecting switch. Where multiple meter installations are required and a main switch is used, meters may be installed behind the main switch and ahead of the Customer's disconnect. No unmetered circuits will be connected to the main switch. Entrance wiring must be so arranged that metered circuits do not enter conduits, raceways or enclosures containing unmetered circuits.
4. CT installations shall not be more than fifty feet (50') from the meter base. Contractor shall install minimum one inch (1") conduit for metering conductors only. Underground metering conduit shall be buried twenty-four inches (24") in depth. Schedule 40 PVC with RGS above ground into meter base. CTs must be contained within a CT can or approved switchgear. A CT shall not be placed in transformers. If no building wall is available for mounting, see Free Standing CT Meter in Attached Figures of this Policy.
5. Enclosures for CTs shall be furnished and installed by the Customer (unless otherwise noted). Line and load connections shall be clearly labeled along with labeling all phases. All enclosures shall be at least eleven inches (11") deep and of such size as to permit ready installation of current transformers on the size of conductor used. The table of enclosures for CTs, will be used as a guide for the minimum nominal size of metal cabinet to be used. All enclosures and meter bases shall have provisions for installing security seals and shall be installed at an accessible location on outside of building. IFP will not allow any Customer equipment to be installed on, or holes drilled in the transformer. Enclosures for CTs will be used on both underground and overhead instrument metered installations. The top of CT enclosure shall not exceed six feet (6') above finished grade. The bottom of CT enclosure shall not be less than two feet (2') above finished grade. Any variances to these requirements shall be determined by IFP.
  - a) For services greater than 801 amps, the CT metering will be installed in an IFP approved pad mounted CT cabinet located adjacent to the transformer (Contractor may use wall mounted CT enclosure for service ampacities of greater than 801 amps if the CT enclosure is rated for and meets minimum UL ratings). Contractor to provide CT cabinet (See Attached Figure 16 of this Policy). CT cabinet to be split bus per American Midwest Power Service Connection Cabinet or approved equal. Coordinate with IFP for required footprint and termination detail. Ground sleeve and ground rod shall be



provided by Contractor and installed in conformance with Attached Figures of this Policy. The ground sleeve location shall be compacted to a minimum of ninety-five percent (95%) of maximum density prior to placement. The top of the CT ground sleeve shall be installed a minimum of six inches (6") above final grade. A concrete pad can be utilized instead of a ground sleeve but must have an 18"-24" deep basement for the conduits. Concrete pad must meet CT cabinet manufacturer standards for strength of the fully loaded CT cabinet and be a minimum of six inches (6") above finished grade. A minimum three-foot (3') clear area is required in front of the CT cabinet and a minimum of two-foot (2') clearance is required on the other three (3) sides of the CT cabinet. The CT cabinet location will be determined by IFP. Conductor will be provided and installed by IFP from Transformer to padmounted CT Cabinet on services greater than 801 amps. 4" conduit from Transformer to CT cabinet can have 24" radius elbows. CT Cabinet will be owned and maintained by Developer / Owner. CT Cabinet to be secured by an IFP-owned padlock.

- 1) CT Cabinet must meet minimum specifications given from American Midwest Power drawing "Service Connection Cabinet 'SCC' with CT provision" as follows or approved equal:
  - a. Cabinet is free standing NEMA 3R. Frame is 12 gauge steel galvanized steel bolted together and include leveling provisions. All side plates are pan formed galvanized steel and are bolted to the frame with tamper-resistant zinc plated bolts. Enclosure is primed and painted transformer green enamel.
  - b. Supporting structure for bus bars is bolted to framework such as that any phase bar can be relocated vertically as required to meet job requirements.
  - c. Bus Bars are electrical grade plated aluminum #6101T65 per ASTM specifications # B317 supported on 17" centers using double plastic insulators Copper bus available on special order. Current density is 750A/square inch maximum for Aluminum bus and 1000A/square inch maximum for Copper bus. Each bus bar is punched with 16 sets of 9/16" square holes on 2" horizontally and 1 3/4" centers vertically.
  - d. Ratings are 2000A, 2500A, 3000A, 3600A, and 4000A at 600V maximum 3Ø-4W, 3Ø-3W, 1Ø-3W. All cabinets shall have bus braced for 85,000A RMS amperes short circuit current rating.

- e. Connectors in a range of #2 to 750 MCM are available in set screw type or compression type for field or factory installation. Connectors will be factory installed on right side of bus unless otherwise specified. Up to (12) – 750 MCM or (24) – 250MCM conductors can be installed on each side, per bar.
  - f. Meets Standards – ETL listed and labeled conforms to U.L. standard 1773 termination boxes. Conforms to NEMA standards. Meets National Electrical Code requirements. Meets Power Company requirements.
6. CT meter bases located within six feet (6') of the pad mount transformer shall be grounded and bonded to transformer to prevent touch potential.

#### ENCLOSURE FOR CURRENT TRANSFORMERS (CTs)

Service Entrance Conductor Ampacity	Minimum CT Cabinet Size (W x H x D)
401 & Above - 1Ø	36" x 48" x 11" (hinged door type) or smaller cabinet as approved by IFP
400 & Below - 3Ø	36" x 48" x 11" (hinged door type)
401 - 800	36" x 48" x 11" (hinged door type)
Over 801	To be coordinated and approved by IFP

#### F. Meter Bases

These meter base specifications cover all self-contained meter bases and transformer-rated meter bases.

1. The Customer or Contractor shall furnish meter bases and enclosures for all meter installations. All meter bases and enclosures will be installed by the Contractor and incorporated into the Customer's wiring.
2. Meter bases must be listed and installed to meet the National Electric Code and the National Electric Safety Code. Combination socket and disconnecting devices are approved for use, provided the base meets all other specifications and is wired on the line-side of the Customer's disconnecting device. Corrosion inhibitor shall be used on all connections to aluminum conductors.

3. All self-contained commercial service installations shall have factory installed lever or link bypass.
  - a) IFP will allow exceptions to the bypass requirements for services with minimal and interruptible load. Services for commercial sprinkler systems controls is an example.
4. IFP will not provide new three-phase, three-wire self-contained service without a grounded neutral system.
5. Single-Phase Meter Bases
  - a) Single-phase 320 residential meter base shall have factory installed lever or link bypass. Single-phase meter bases over four hundred (400) ampere shall be CT instrument metered using six (6) point socket type meter base with drilled and tapped mounting plate for test switch provisions.
  - b) All 120/208V self-contained single-phase meter base installations shall be of a five (5) terminal socket-type meter base and installed such that the fifth terminal is in the 9 o'clock position.
6. Three-Phase Meter Bases
  - a) Two hundred (200) ampere and below self-contained meter base installations on three-phase service shall be a seven (7) point terminal socket type meter base.
  - b) Three-phase meter bases greater than two hundred (200) ampere's shall have a CT instrument metered installation using a thirteen (13) terminal socket-type meter base with a drilled and tapped mounting plate for connection of test switch equipment.
7. Authorized IFP personnel shall install meter on Customer provided meter base after the following steps have been taken:
  - a) Must pass Inspection by Electrical Inspector.
  - b) Customer to sign up for service at City of Idaho Falls Utility Billing.
  - c) Utility Billing will then submit the connect order to IFP.
8. IFP generally installs meters within five (5) working days after confirmation of connect order from Utility Billing.

G. Removal of Meters

1. Only authorized IFP personnel shall be allowed to remove meters from meter bases on the Customer's premises.

H. Meter Identification

1. All commercial buildings and all multi dwelling unit meter bases, must be permanently labeled prior to meters being energized. An electrician will be required to coordinate with Idaho Falls Power for an onsite verification that the meter socket is connected to the correct unit (208-612-8430) before CO is issued. Labels must be complete before meters can be installed. Labels shall be of a raised or embossed type, minimum size 3/4" x 2" engraved plastic with a sticky back. Letter or numbers must be a minimum of 7/16". Common gas and electric meters must have the same space designation marking i.e., numbers or letters. The building owner is responsible for proper identification of electric meters. The building owner could be held responsible for IFP costs associated with correcting billing errors caused by mixing wiring or mislabeled meters. If two electric services serve one building or space, a warning tag must be located at each meter point indicating such per NEC Article 230.2E. Labels, as described above, marked with voltage and phasing information are required if two or more services with different voltages or phasing are supplied to a building.

I. Master Metering

1. IFP's retail rates are intended for application to individual customers or units of service. Master metering is prohibited. Except as specifically excepted hereinafter. Master metered mobile home parks, multi-occupant residential buildings, commercial buildings and shopping centers connected prior to July 1, 2010, may continue to receive master metered service.
2. Mobile Home Parks built before July 1, 2010, whose space for tenants have been sub-metered by the park Owners, need not be individually metered by IFP. Mobile home park tenants will be charged the same rate for electric service, as though they were directly metered and billed by IFP.
3. Multi-occupant residential buildings, commercial buildings and shopping centers may be master metered if the electric heating, ventilation, air conditioning or water heating systems are centrally located and cannot be controlled by the individual tenants.
4. A Master-Metered Customer may install sub-metering for individual spaces at the Customer's own expense. Any master metering system must be maintained by the building owner and installed by licensed electricians. Master metered Customers may also utilize a reasonable allocation procedure to determine a tenant's usage for the purpose of reimbursing the master metered customer. Such a procedure shall constitute an allocation and not a resale. Such terms must comply with City Code 8-5-9. The Customer shall indemnify IFP for any and all liabilities, actions or claims for injury, loss or damage to persons or property arising from the allocation of service by the customer.
5. IFP will not sell or otherwise provide meters or associated equipment required for sub-metering, nor test and maintain customer owned meters.

## VI. SECURITY LIGHTING

### A. Program Requirements

1. IFP can provide security lighting for private property for a fixed monthly charge.
2. The Customer will pay a fixed monthly charge for each luminaire, based upon the type of luminaire and wattage. The rates are published in the City Fee Resolution.
3. Security lights can only be affixed to IFP owned poles with the cost of installation paid by the Customer.
4. The City retains ownership of all facilities and equipment.
5. For more information contact IFP Energy Services at (208) 612-8430.

## VII. CUSTOMER GENERATION

### A. Generation Facility Design and Installation Requirements

1. All new electric generation equipment that a Customer desires to connect to the IFP distribution system shall be approved by IFP prior to connecting the generation equipment to the IFP distribution system.
2. Customer's operating such generation equipment are required to file a Customer Interconnection Agreement Application and adhere to the following conditions:

### B. Generation Facility Design Specifications:

#### 1. Facility Description

- a) The Generation Facility shall be designed, constructed and operated in a manner such that it will interconnect and operate in parallel with IFP's electric supply system, in a safe and efficient manner without disruption, impairment, damage or loss of operational efficiency to IFP's electric supply system.
- b) The operation of the Generation Facility is intended to offset a Customer-Generator's electric energy purchases from Idaho Falls Power.
- c) The Customer-Generator shall be responsible for the design, installation and operation of the generation system and shall obtain and maintain all required permits and approvals.
- d) Any modifications to the system (aside from routine maintenance), including installation of additional generation equipment, replacement panels, or added parts shall only be made following the prior written approval of IFP.

#### 2. Generation Facility Fuel Type and Size Limitations

- a) The Customer's Generation Facility shall have a maximum annual generating capacity of no more than the previous twelve (12) months of electric usage,

exception to sizing limits can be made with IFP approval if historic consumption warrants.

- b) For new residential construction the Customer's Generation Facility shall not exceed five (5) kilowatt. After the first twelve (12) months of consumption history, the Customer may reapply for additional generation.
  - c) Commercial facilities will be based upon an Electrical Engineer's calculations not to exceed the estimated annual kilowatt consumption per meter. Facility must be reviewed and approved by IFP for capacity and qualifying specifications.
  - d) All Generation Facilities are subject to review and inspection at IFP's sole discretion. It is not IFP's intent to compensate a facility that generates more than its annual consumption. In cases of excess generation, IFP may require the Generation Facility arrangements to be renegotiated.
3. Generation Facility Installation Standards and Code Compliance:
- a) Customer-Generator shall provide the electrical interconnection on the Customer-Generator side of the meter between the Generation Facility and IFP's system. FP shall make reasonable modifications to their system necessary to accommodate the generation system, with all IFP system modifications being paid for by the Customer. The cost for such modifications will be estimated by IFP, with Customer payment due in advance of installation.
  - b) The Generation Facility shall include all equipment necessary to meet applicable safety, power quality, and interconnection requirements. These requirements are, or may include,
    - (1) IFP's policies
    - (2) National Electrical Code
    - (3) National Electrical Safety Code
    - (4) Institute of Electrical and Electronic Engineers (e.g., IEEE 1547),
    - (5) Nationally Recognized Testing Laboratories (e.g., UL 1741)
    - (6) California Rule 21
    - (7) Hawaii Rule 14H
    - (8) Utility best practices.
  - c) IFP Engineering staff must approve each design drawing prior to construction of the Generation Facility. The drawings must comport to generally accepted engineering design practices and be submitted with the application. This review will be completed within thirty (30) days of application.
  - d) Upon completion of construction, the City Electrical Inspector shall give final inspection and approval for the Generation Facility to commence operation.

- e) The Customer-Generator shall attend an orientation session with Idaho Falls Power staff. Call (208) 612-8456 for more information.
  - f) The Customer-Generator shall then file an application for Net-Metering and Small Generation Interconnection Agreement Application with, and receive approval from, IFP before installing an interconnected Generation Facility on Customer-Generator property. Application forms are available at the City of Idaho Falls Building Department. The completed application and Generation Facility system design drawing should be returned to the address listed on the application. The City of Idaho Falls Building Department will also require a building permit and electrical permit along with an additional copy of the system design for review. Review by the City of Idaho Falls Building Department and IFP will occur simultaneously. IFP may withhold approval, if for any reason the requested interconnection would result in a negative monetary or physical impact on IFP's electrical system.
4. Disconnection Device:
- a) Customer-Generator shall furnish and install (on Customer-Generator side of the meter) a disconnecting device capable of fully disconnecting and isolating the facility from IFP's distribution system.
    - (1) The disconnecting device shall be located adjacent to IFP's bi-directional metering equipment and shall be of the visible break type, located in a metal enclosure that can be secured by an IFP-owned padlock or other security device.
    - (2) The disconnecting device shall be accessible to IFP's personnel at all times and shall conform to National Electric Code standards.
    - (3) IFP shall have the right to disconnect, with or without notice, the Generation Facility from IFP's distribution system in order to maintain safe and reliable electrical operating conditions or to protect IFP's system from damage, disruption, interference, or to preserve system reliability.
    - (4) The Generation Facility shall remain disconnected until such time that IFP determines conditions justifying the disconnection have been resolved.
5. Generation Facility Operational Standards:
- a) Customer-Generator shall furnish, install, operate and maintain in good order and repair, without cost to IFP, all equipment required for the safe operation of the Generation Facility operating in parallel with the IFP's electrical supply system. This shall include, but is not limited to, equipment necessary to
    - (1) Establish and maintain automatic synchronism with IFP's distribution system,

- (2) Automatically disconnect the Generation Facility from IFP's distribution system in the event of system overload or outage and
  - (3) For Solar Facilities with backup battery storage, the system must automatically disconnect from and not back feed onto, IFP's distribution system in the event of a system overload or power disruption.
  - (4) The Customer-Generator's Generation Facility shall not cause any adverse effects upon the quality or reliability of service provided to IFP's other customers.
  - (5) IFP reserves the right to require that the Generation Facility modifications to comport with Idaho Falls electrical system change in needs or requirements or to negate any adverse impact the interconnected Facility has on other customers.
  - (6) The Generation Facility shall not cause any adverse effects upon the quality or reliability of service provided to IFP's other customers.
  - (7) The Customer-Generator shall operate the Generation Facility in accordance with applicable rules and regulations.
- b) On an approximate three-year rotation, the Customer is required to confirm the status of the generation facility. In addition, IFP reserves the right to inspect the facility at any time for non-backfeed protection for utility safety requirements.
- (1) IFP reserves the right to disconnect the generation facility, or if required the full service if the customer fails to confirm the status of the generation facility or allow for safety inspections.
6. Generation Facility Maintenance:
- a) Except for bi-directional metering equipment owned and maintained by IFP, all equipment on the Customer-Generator's side of the meter, including the required disconnecting switch, shall be provided and maintained in satisfactory operating condition by the Customer-Generator at the Customer's expense and shall remain the property and responsibility of the Customer-Generator. IFP shall bear no liability for Customer-Generator's equipment or for the consequences of its operation.

#### C. Generation Facility Net-Metering and Power Purchases

##### 1. Measurement of Net Energy:

- a) Metering equipment shall be installed by IFP (solely at Customer-Generator's expense) to measure the flow of electrical energy to and from the customer premise.

##### 2. Purchase of Energy:

- a) The Customer-Generator agrees to sell, and IFP agrees to issue a credit for, all electrical energy generated at the Generation Facility in excess of the



Customer-Generator's on-site load in accordance with the current City fee resolution.

b) WHERE CONSUMPTION EXCEEDS GENERATION:

(1) If electricity supplied by Idaho Falls Power during the billing period exceeds the electricity generated by the Customer-Generator during the billing period, the Customer-Generator:

(a) Shall be billed for the applicable non-energy charges for the billing period under the Customer's appropriate retail rate classification;

(b) Shall be billed for the net electricity supplied by IFP at the Customer's appropriate rate adopted in ordinance for the corresponding period.

c) WHERE GENERATION EXCEEDS CONSUMPTION:

(1) If the electricity generated by the Customer-Generator exceeds the electricity supplied by IFP during the billing period the Customer-Generator:

(a) Shall be billed for the applicable non-energy charges for the billing period under the Customer's appropriate rate classification;

(b) Shall be financially credited for excess energy delivered to Idaho Falls Power during the billing period, at the rate adopted in ordinance for the corresponding period.

3. Renewable Energy Credits

a) The Customer-Generator will release to IFP all renewable-energy credits (RECs), renewable-energy credits (S-RECs) or other renewable attributes as appropriate based on actual on-site electric generation from the Generation Facility. Credits will be released to IFP for the duration of the interconnection to IFP's power system.

## VIII. ELECTRIC VEHICLE CHARGING STATION PROGRAM REQUIREMENTS

### A. Electric Vehicle Level 2 Charging Station Installation

The following are CUSTOMER requirements for those who choose to participate in an IFP electric vehicle charging station lease:

#### 1. Location

a) The CUSTOMER is responsible for the selection of the charging station location, for both wall mount and pedestal mount charging stations with approval from IFP. Location must be approved by IFP prior to installation. IFP staff is available to assist in selecting suitable locations. To schedule an onsite assessment with an IFP representative, call (208) 612-8430.

## 2. Installation

- a) The CUSTOMER will be responsible to install the pedestal concrete pad base, conduit and wire, or conduit and wire for a wall mount location. See Attached Figures for the specification sheets for the pedestal installation. IFP is solely responsible for the installation of the charging station on the CUSTOMER's premise. If a charging station is to be installed on premises, which is leased, rather than owned, CUSTOMER must receive all necessary consent from the premises owner for the installation of the Charging Station by the Customer and allow access for operation and maintenance by IFP.
- b) Customer is responsible for acquiring all applicable permits and inspections for the construction and installation of the Station. In the event that an upgrade in electric service or wiring is required to support the stated load of the Station this will be the sole responsibility of the Customer.
- c) The CUSTOMER is responsible for all costs (labor and materials) associated with the installation site preparation: trenching, conduit, cement pedestal base, wire, etc.

## 3. Maintenance and Repair

### a) Standard Maintenance

- (1) IFP will perform standard maintenance to the charging station to ensure it is in proper working condition throughout the term of the program. Maintenance includes cleaning the charging station connector, testing the charging voltage level, testing system functionality, and related minor work, as reasonably determined by IFP, to preserve the unimpaired function of the charging station.
- (2) Customer will provide IFP access to the charging station and related equipment for maintenance between the hours of 7:00 a.m. and 7:00 p.m. local time on City business days. In the case of an emergency, Customer will allow IFP access, with notice, to the charging station and related equipment outside of normal maintenance times.

### b) Equipment Damage

- (1) Customer is responsible, at its sole cost and expense, for actions related to the repair and replacement of a negligently damaged charging station to include vandalism.
- (2) The Customer agrees that the facilities in which the charging station is located will be kept clean and in good repair.
- (3) Customer will maintain structural portions of the premises surrounding the Charging Station, including the pavement, foundation, roof structure, walls, columns, beams, parking areas, and all adjoining common areas, in good condition and repair.

- (4) If temporary removal of the Charging Station is required in connection with the repair of the Charging Station or building structure, Customer will provide IFP five (5) business day's prior written notice or a shorter but reasonable period in the event of an emergency.
- (5) Customer may interrupt electric service to a Charging Station to ensure safety or when needed to repair or maintain the premises. After completion of the repairs or maintenance, Customer will promptly restore the affected charging station and notify IFP.
- (6) IFP will not be responsible for damages caused by operation of the Charging Station, including failure of equipment to operate as intended.
- (7) IFP will not be held responsible for any damage to the Customer's property or electrical system due to negligent use of or vandalism to the Charging Station.

c) Continuity of service

- (1) IFP will use reasonable diligence to supply constant electricity service to the charging station but does not guarantee the service against an irregularity or interruption.
- (2) IFP may interrupt electric service to a Charging Station when necessary to maintain reliability of the electric distribution system, ensure safety, reduce peak demand, or to perform maintenance on the Charging Station or related equipment.
- (3) IFP may install and operate additional meter(s), data monitoring equipment, or charge management devices which gather information regarding equipment usage.
- (4) Such installation will be adjacent to or near the Charging Station but will not interfere with parking or pedestrian traffic paths on premises.

d) Labeling and signage

- (1) Charging Stations will be labeled by IFP.
- (2) The Lessee will not remove, mar, deface, obscure, or otherwise tamper with the Charging Station labels.
- (3) Customer can install signage provided by IFP or others (as approved by IFP) to identify charging station sponsor and provide information about Charging Station care.

e) Charging Station Locations

- (1) Charging Stations will be placed on the customer side of the electric meter.
- (2) Power used by the Station will flow through the Customers meter and be billed at their appropriate rate class for the customer type as established in the current adopted rate resolution.
- (3) The energy consumed by the Station(s) will not be metered separately or

tracked independently of the Customers other electric usage at the location on the appropriate meter.

## IX. SMALL WIRELESS FACILITIES

### A. Purpose.

1. To provide design standards for Small Wireless Facilities (SWFs) also known as small cell installations. These standards are intended for 4G and 5G equipment installed on Idaho Falls Power (IFP) infrastructure located in the City of Idaho Falls and located in City-owned or City-controlled rights-of-ways and easements, but are also applicable to similar technologies such as wi-fi networks.
2. The City of Idaho Falls (City) encourages the deployment of small cell wireless technology within the City for the benefit it provides the citizens of Idaho Falls including increased connectivity and reliable networks and services.
3. The City desires to add this infrastructure with minimal negative impact to the character and aesthetics of our community.
4. The City has a fiduciary duty to manage the public right-of-way (ROW) for the health, safety, and welfare of the public.
5. These Design Standards are for siting and criteria for the installation of Wireless Facilities, including SWFs permitted by the City to be installed.

### B. Definitions.

**Applicable Codes.** International building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and adopted by the City with local amendments.

**City.** The City of Idaho Falls, Idaho and its officers and employees.

**City Park.** An area that is zoned or otherwise designated by the City as a public park for the purpose of recreational activity.

**Collocate or collocation.** The installation, mounting, maintenance, modification, operation, or replacement of SWF in a City-owned or City-controlled public ROW on or adjacent to a pole.

**Concealment, decorated or camouflaged.** Any SWF or Pole that is covered, blended, painted, wrapped, disguised, camouflaged or otherwise concealed or decorated such the SWF blends into the surrounding environment and is visually unobtrusive as allowed as a condition for City approval. Camouflage may consist of but not limited to; hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

**Decorative pole.** A pole specially designed and placed for aesthetic purposes.

**Design District.** An area that is zoned, or otherwise designated by the City and for which the City maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

**Downtown District.** The portion in the City's downtown area that is identified as having historic or aesthetic preservation or enhancement needs by the Zoning Code.

**Easement.** Includes any public easement or other compatible use created by dedication, or by other means, to the City for public utility purposes or any other purpose.

**Highway ROW.** ROW adjacent to a state or federal highway.

**Historic District.** An area that is zoned or otherwise designated as a historic district under City, state or federal code.

**Hydroelectric Project.** All hydroelectric facilities and lands within the FERC licensed boundaries of Project 2842 the Idaho Falls Project and Project 2952 the Gem State Project.

**Local.** Within the geographical boundaries of the City.

**Location City approved and lawfully permitted location for the SWF.**

**Macro tower.** A guyed or self-supported pole or monopole greater in height than standard street light poles or traffic signal masts.

**Small Wireless Facility (SWF).** As defined by City Zoning Code-

**Network Provider or Provider.** A wireless service provider or a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider. a SWF

**License.** A written authorization for the use of the public ROW or collocation on a service pole required from the City before a network provider may perform an action or initiate, continue, or complete a project over which the City has police power.

**Pole.** A service pole, municipally owned utility pole, or SWF Support Pole. Poles that have conductor energized at 44kV or higher are excluded from this definition.

**Private easement.** An easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

**Public Right-of-Way or Rights of Way (ROW).** The area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the City has an ownership interest or controls through contractual means. The term does not include a private easement or the airwaves above a public ROW, with regard to wireless telecommunications.

**Service pole.** A pole, other than a municipally owned utility pole, owned or operated by the City and located in a public ROW, including: a pole that supports traffic control functions, a structure for signage, a pole that supports lighting (other than a decorative pole); and a pole or similar structure owned or operated by the City and supporting only SWF

Traffic Signal. Any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and proceed.

Wireless service. Any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a SWF

Wireless service provider. A person or company that provides wireless service to the public.

C. Locations of Wireless Facilities and Related Ground Equipment.

1. Most Preferable Locations

- a) Public Right-of-Way
- b) Industrial Areas
- c) Retail and Commercial areas

2. Less Preferable Locations

a) Historic, Design, and Downtown Districts

Any area designated by the City as a Historic, Design, or Downtown District will be subject to aesthetic requirements such as Camouflage at the nondiscriminatory discretion of the City.

b) Municipal Parks

ROW located in or adjacent to a street or thoroughfare that is adjacent to a municipal park or undeveloped land that is designated for a future park by zoning

3. Prohibited or Restricted Areas for Certain Wireless facilities, except with Separate City Agreement or Subject or Concealment Conditions.

a) Residential Areas

ROW that is adjacent to lots or undeveloped land that is designated for residential use by zoning.

If a SWF is installed in a residential area it shall not be placed in public-utility-easement located outside of the platted ROW.

4. Historic, Design, and Downtown Districts.

- a) As a condition for approval of SWF in Historic, Design and Downtown Districts, the City shall require reasonable design decoration, Camouflage, or Concealment measures for the SWF. The City requests that a Network Provider explore the feasibility of using concealment, decoration, wrapping, or Camouflage measures to improve the aesthetics of the SWF, or related ground equipment, or any portion of the nodes, poles, or equipment, to minimize visual impacts.

- b) Network Provider shall comply with and observe all applicable City, State, and Federal historic preservation laws and requirements.
- c) Each license application shall disclose if it is within a District with Decorative Poles or in an area of the City zoned or otherwise designated as a Historic, Design or Downtown District.

#### 5. Historic Landmarks

- a) A Network Provider is discouraged from installing a SWF within three hundred feet (300”) of a historic site or structure or Historic Landmark recognized by the City, state or federal government. It is advised that each license application disclose if it is within three hundred feet (300”) of such a structure.

#### 6. Undergrounding Requirements

- a) A Network Provider shall comply with nondiscriminatory undergrounding requirements, including City ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a ROW without first obtaining zoning or land use approval.
- b) Areas may be designated from time to time by the City as Underground Requirement Areas in accordance with filed plats and or conversions of overhead to underground areas, as may be allowed by law.
- c) Each license application shall disclose if it is within an area that has undergrounding requirements.

#### 7. Exceptions

The City at its sole, undiscriminatory, discretion may grant exception to the above prohibited locations and sizes.

#### D. Order of Preference for SWF Support Poles and attachments to existing facilities.

1. The preference is for all electronics except the antennae to be located in a ground mounted cabinet located behind existing walkways.
2. Existing non-decorative street light poles
3. Traffic signal structures when such installation will not interfere with the integrity of the SWF and will not interfere with the safety of the public.
4. New SWF poles located in non-residential areas at signalized intersections.
5. Ground Equipment should be minimal and the least intrusive alternative.

#### E. Guidelines on Placement

1. Generally, Network Provider shall construct and maintain SWF and SWF Support Poles in a Manner that does not:
  - a) Obstruct, impede, or hinder the usual travel or public safety on a public ROW;
  - b) Obstruct the legal use of a public ROW by other utility providers;
  - c) Violate nondiscriminatory applicable codes;
  - d) Violate or conflict with the City's publicly disclosed public ROW management policies or zoning ordinances;
  - e) Violate the ADA; or.
  - f) Violate City noise or nuisance standards
2. Licensing.
  - a) As defined in City Code, Idaho Falls Service Policy, City Design Criteria, and a Master License Agreement with each Network Provider or carrier.
  - b) All new equipment placed in the ROW shall require a ROW permit. This permit will ensure review of traffic and pedestrian safety and to review potential impacts from planned construction projects.
3. SWF facilities placement.
  - a) ROW. SWFs with related ground equipment shall be placed, as much as possible within two feet (2') at the outer edge of the ROW line to minimize any obstruction, impediment to the usual travel or public safety on a ROW.
  - b) Height above ground: SWF attachments to a pole shall be installed at least eight feet (8') above the ground, and if a SWF attachment is projecting toward the street, the attachment shall be installed no less than sixteen feet (16') above the ground.
  - c) SWF Spacing: SWFs shall be no closer to another SWF than a minimum of three hundred feet (300'), unless by Conditional Use Permit.
  - d) Installations on Traffic Signals: Installation on traffic signal structures must:
    - (1) Be encased in a separate conduit than the traffic light electronics,
    - (2) Have a separate electric power connection than the structure,
    - (3) Have a separate access point than the structure, and
    - (4) Be clear of any current or potential attachment of traffic control devices (signal and signs) and ancillary devices (detection, preemption, surveillance, etc.) and not constitute a violation of the Manual on Uniform Traffic Control Devices (MUTCD).
    - (5) SWFs will not be allowed on any sign post located in the ROW.
4. New SWF Support Poles.



- a) All new poles must be selected from the current Idaho Falls Power list of acceptable poles by Valmont or approved equivalent.

## X. JOINT USE ATTACHMENT CONSTRUCTION STANDARDS AND POLICY

### A. Purpose.

1. To provide consistent construction standards for joint use attachments on IFP structures.

### B. Application Procedures

1. Any communication provider (“Provider”) desiring to attach to IFP poles must first have an executed Joint Use Agreement with IFP.
2. Prior to any attachment to IFP poles, Providers desiring joint use must turn in an application to IFP. No attachments to any of IFP poles shall occur until IFP has approved a Permit for such attachments.
3. Permits are required for any overloading. Provider, Provider’s affiliates, or other third party as applicable shall pay any necessary make-ready work costs to accommodate such overloading.

### C. Make-Ready Work

1. It is the Provider’s responsibility to advise IFP of any required make-ready work.
2. The Provider will be required to pay for all make-ready work. This payment may be required in advance of any IFP work.

### D. Pole Attachment Standards

1. All pole attachments shall be made in accordance with the most current version of the following standards, as applicable:
  - a) National Electric Safety Code (“NESC”)
  - b) National Electrical Code (“NEC”)
  - c) Regulations of the Occupational Safety and Health Administration (“OSHA”).
  - d) Service Policy Figures 18-23.

### E. Position and space

1. The top communication position on all IFP poles is reserved for City of Idaho Falls, IFP, and IFF communication equipment, solely as determined by IFP.
2. A position generally consists of twelve inches (12”) of pole space.
3. Providers are permitted no more than one (1) attachment per pole without express written IFP approval.

4. A communication cross arm may be installed when vertical space on the pole is or may be limited, solely as determined by IFP. A communication cross arm is recommended when there are three (3) or more communication lines attached to a pole or as vertical clearance from ground would reasonably require.

F. Clearances

1. Minimum separation between electric service drops and communication service drops shall be twelve inches (12”), per NESC 235C1b (exception 3).
2. Minimum mid-span vertical separation between communication cables shall be six inches (6”).

G. Vertical Risers

Unless otherwise directed by IFP, all risers, including those providing 120/240 volt power for communications equipment enclosure, shall be placed on the quarter faces of the pole and must be installed in sealed conduit on stand-off brackets. A two-inch (2”) clearance in any direction from cable, bolts, clamps, metal supports, and other equipment shall be maintained.

H. Climbing Space

A clear climbing space must be maintained at all times on the face of the pole. All attachments must be placed to allow and maintain a clear and proper climbing space on the face of IFP’s poles. Communication cable/wire attachments shall be placed on the same side of the pole as those of other attaching entities.

I. Anchors and Down Guys

1. No attachment may be installed on an IFP pole until all required guys and anchors are installed. No attachment may be modified, added to, or relocated in such a way as is likely to materially increase the stress or loading on IFP poles until all required guys and anchors are installed. Placing pulling strain on IFP poles prior to supporting the pole is cause to immediately stop work.
2. Providers shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on IFP poles joint use facilities attachments. Anchors shall be guyed adequately. Anchors and guy wires shall be installed on each IFP pole where an angle or a dead-end occurs with guy attachments to poles at or below its cable/wire attachment.
3. Providers shall not attach guy wires to the anchors of IFP or any third-party user without the anchor owner’s specific prior written consent.
4. Any down guys, if needed, shall be bonded, to the vertical ground wires of IFP’s pole where a ground wire is available.

J. Service Drops

1. Aerial service drops shall not be attached directly to the pole. Aerial service drops shall be attached to the messenger a minimum of six inches (6") from the pole.

K. Tagging

1. All communications cables shall be identified with a band-type cable tag or other identification acceptable to IFP at each attachment within twelve inches (12") of the pole. The tag shall be consistent with industry standards, and shall include, at minimum, the following: cable owners name, which can be read by observation from the ground.

L. Pole Removal

1. In the event a pole is abandoned or replaced, the last party attached to a pole shall be responsible for removal, disposal, and liability of such pole

M. Nonfunctional Attachments

1. Providers shall remove any nonfunctional attachments within one (1) year of the attachment becoming nonfunctional.

## XI. APPENDICES

### A. Transfer of power service FAQ's

#### **Transfer of power service from Rocky Mountain Power to Idaho Falls Power – FAQ's**

Frequently asked questions regarding transfer of service or the removal of Rocky Mountain Power owned assets.

*1. My property has been annexed into the City and I would like to change power service provider to Idaho Falls Power. Who should I contact?*

You can initiate the request by calling the Idaho Falls Power Customer Service Manager, Wid Ritchie at 208-612-8143 [writchie@ifpower.org](mailto:writchie@ifpower.org), or the Idaho Falls Power Compliance Manager Richard Malloy at 208-612-8428 [rmalloy@ifpower.org](mailto:rmalloy@ifpower.org).

*2. Is there a cost to me to transfer the service?*

Idaho Falls Power pays for all the infrastructure costs, such as poles, wire, and transformers, up to the meter point. There is a revenue portion that amounts to 167% of the previous year's total bills. This cost is shared 50/50 with the customer and Idaho Falls Power. Idaho Falls Power will amortize the cost over a three - five year period as a location surcharge on the monthly utility bill. Typically, because Idaho Falls Power rates are significantly less than Rocky Mountain Power, the customer does not see an increase in the cost of their monthly bill. After the customer's location surcharge is paid, the surcharge automatically drops off.

*3. Can I voice my opinion on a buyout?*

Yes. Before approval the IPUC will hold a public hearing for all public comments.

*4 How long does it take to transfer service from Rocky Mountain Power to Idaho Falls Power?*

Typically, it has taken from five months to a year to complete the transfer of service and associated assets.

*5. Why does it take so long to transfer service?*

There are several steps that need to occur to complete the transfer; agreement between the utilities, an accounting of the cost of the assets, calculation of the revenue cost and Idaho Public Utilities Commission for approval. In our experience the most significant drivers of the schedule are the time required for Rocky Mountain Power's process and the Public Utilities Commission approval.

*6. Can Idaho Falls Power expedite the transfer?*

No. Idaho Falls Power can only forward the request to Rocky Mountain Power to initiate the transfer and Idaho Falls Power has no control over the PUC's schedule.

*7. I'm a developer and need to have Rocky Mountain Power assets removed from the property. Can I remove them?*

No. The asset exchange must be completed before any assets such as poles, transformers, conductor (wire), ect. can be taken out of service or removed.

*8. Is there someone I can contact if the transfer length of time is negatively impacting me or my business?*

Yes, you can call the Idaho Public Utilities Commission in Boise at the following address. As a part of the Idaho State government, their primary function is to serve power customer interests in the state of Idaho and as such they are receptive to customer concerns.

By written letter to:

P.O. Box 83720 Boise, ID 83720-0074  
11331 W. Chinden Blvd. Building 8, Suite 201-A  
Boise, ID 83714  
Phone: 208.334.0300  
Toll Free: 1-800-432-0369  
Fax: 208.334.3762

Call or email to:

Stephen Goodson – Policy Analyst  
208-344-0323 [Stephen.goodson@puc.idaho.gov](mailto:Stephen.goodson@puc.idaho.gov)

Online form –<https://puc.idaho.gov/Form/ConsumerAssistance>  
208-334-0369 or 1-800-432-0369

B. High Density Load Service (Crypto currency mining) FAQ's

## High Density Load Service - FAQ's (Crypto currency mining and Data Centers)

Frequently Asked Questions regarding Idaho Falls Power (IFP) and High Density Loads (HDL). The most common HDL loads are crypto mining operations but can also include traditional data centers.

1. What is the cost of energy?

For loads of under 1 mw, IFP has an HDL rate which can be found at:  
<https://www.ifpower.org/accounts-and-services/rates-and-policies>

2. What if my load is greater than 1 mw?

For all new loads of greater than 1 mw, the rate will be negotiated and will require City Council approval. Generally, this rate will be based on the market price for power, plus the cost to deliver the energy to your site. For current market power prices, the EIA does have the historical market prices at Mid-c and Palo Verde on their web page at,  
<https://www.eia.gov/electricity/wholesale/>.

3. What if my load is greater than 10 mw?

For loads over 10 mw there are significant contractual and transmission issues. If you are interested in pursuing loads above the 10 mw we would anticipate several years of power supply contract negotiations and transmission service studies and very possible additional years for transmission construction.

4. What is the cost to install a service?

IFP price for new and upgraded services is per our Service Policy available on our website. In general IFP will provide a cost to install any required equipment and upgrades to existing equipment and this must be paid prior to scheduling any jobs. Further, if extensive studies are required, IFP reserves the right require prepayment of estimated labor engineering work.

5. Where are some good sites for an HDL?

IFP does not have the time, resources, or expertise to locate sites for commercial businesses. Before we can provide any significant assistance to a customer seeking to locate an HDL in our service territory, we need a specific location and a desired peak load amount. If an excessive number of locations are desired to be researched, IFP reserves the right require prepayment of estimated labor engineering work.

6. Where can I get service from IFP?

IFP is a division of the City of Idaho Falls and serves only inside the city limits of Idaho Falls. These boundaries can be found at: <https://www.idahofallsidaho.gov/332/Maps>.

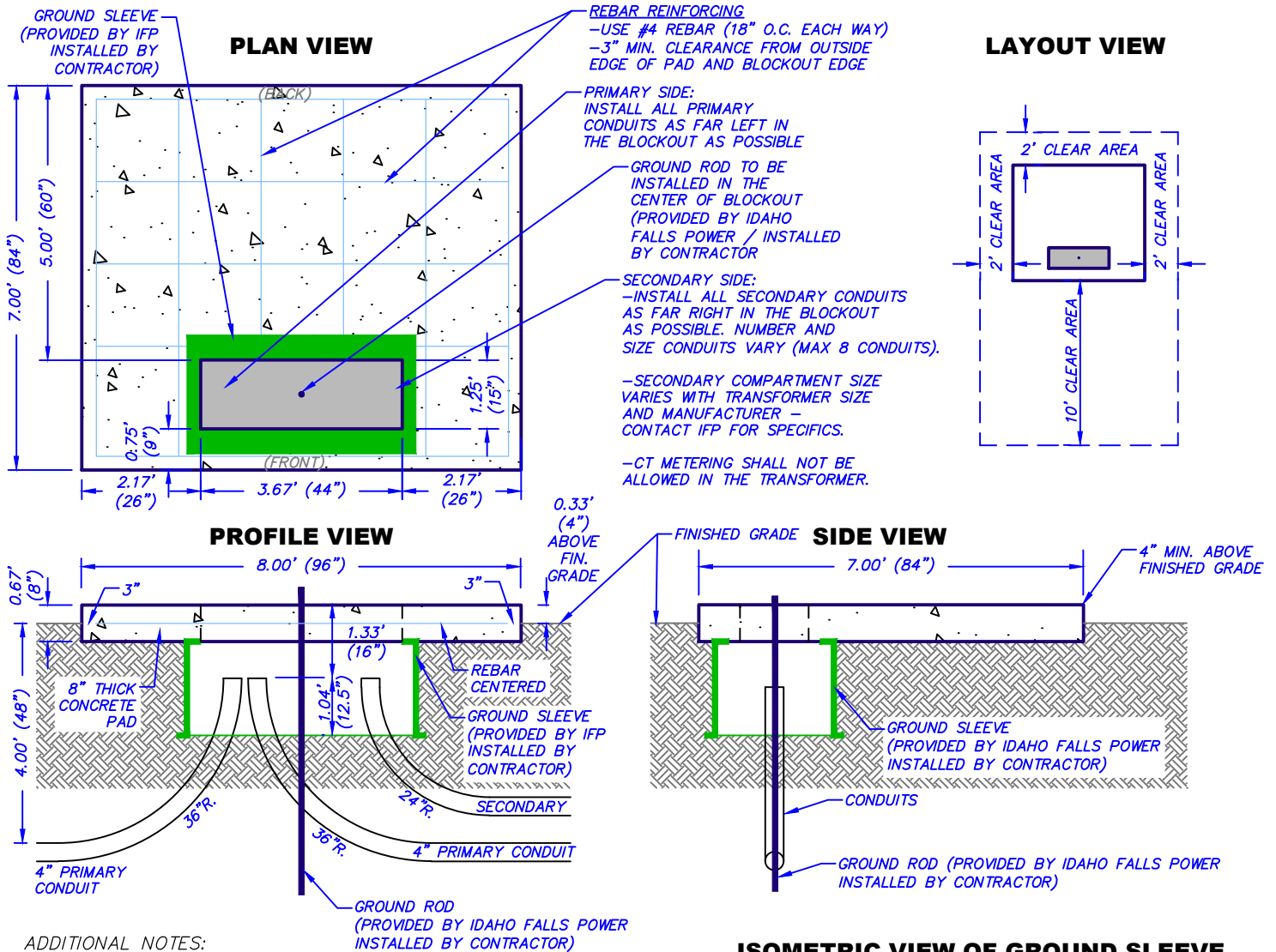
6/27/2022

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26. ELECTRIC VEHICLE CHARGER ASSEMBLY INSTRUCTIONS
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28. WIRELESS ANTENNA STEEL STREET LIGHT (PADMOUNTED EQUIPMENT)
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30. 7' X 12' VAULT
31. 7' X 12' VAULT LID
32. FIBER / POWER SECONDARY TRENCH
33. FIBER / WALL MOUNT EXAMPLES



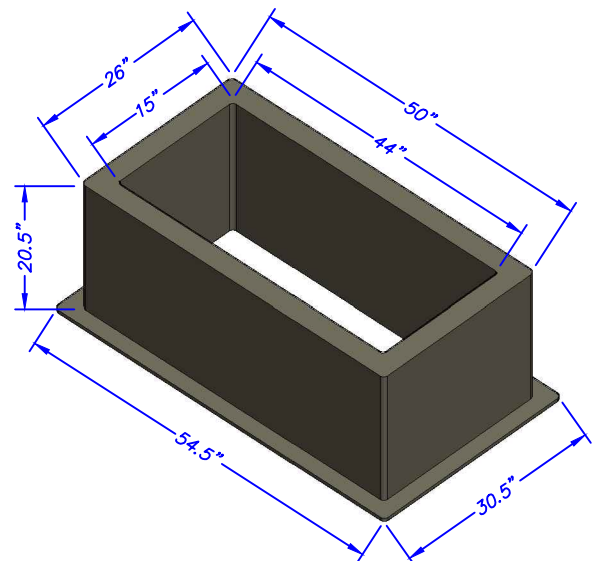
# 3 PHASE TRANSFORMER PAD



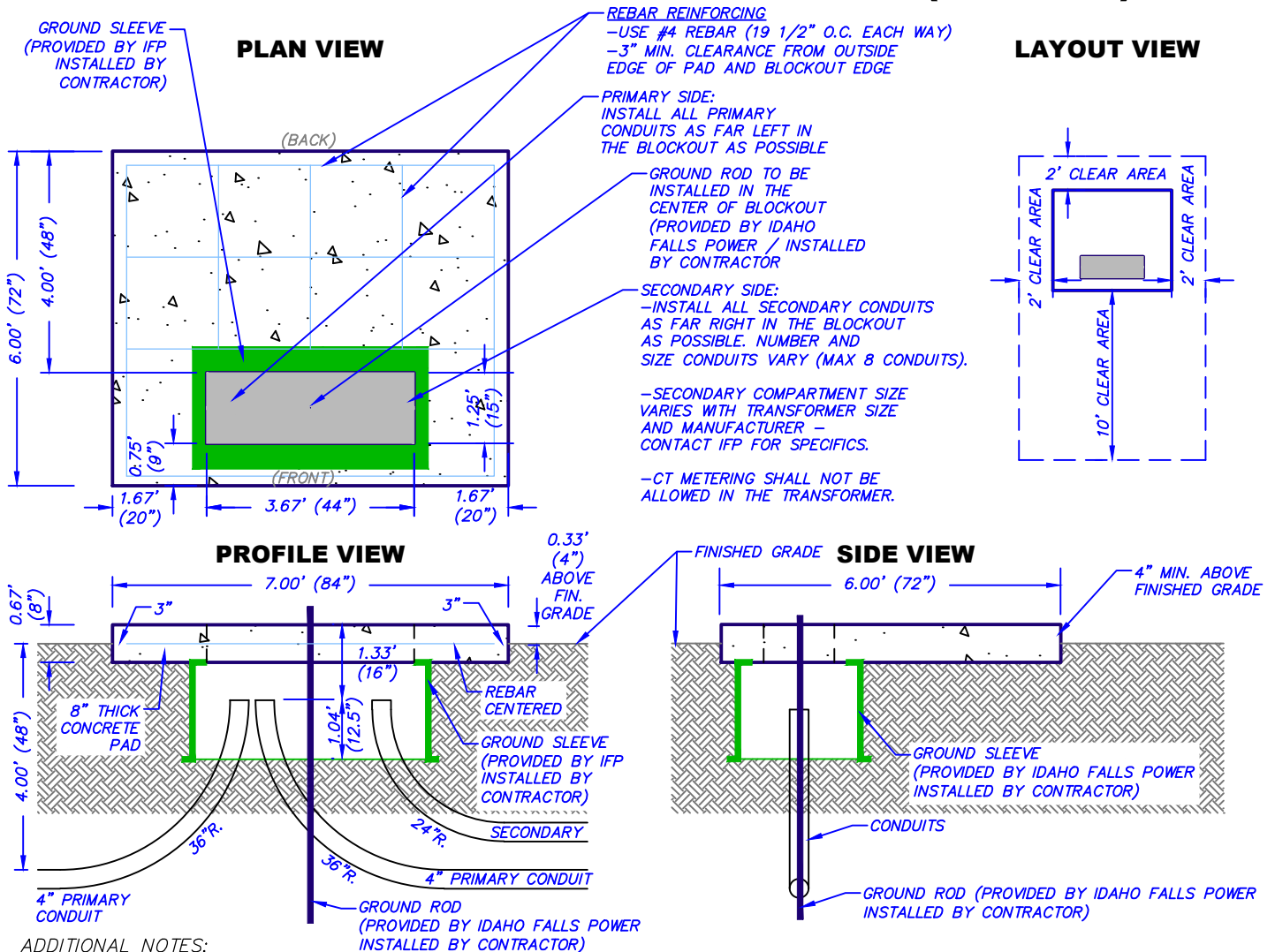
## ADDITIONAL NOTES:

1. 8" PRE-CAST CONCRETE PAD IS AN ACCEPTABLE OPTION. SEE EARTHWORK AND OTHER SPECIFICATIONS REQUIREMENTS BELOW AND IN DRAWING. INSPECTION PRIOR TO PLACEMENT IS REQUIRED.
2. INSTALL CONDUITS AS SHOWN IN DETAIL. INSTALL BELL ENDS AND CAP ALL CONDUITS. IDENTIFY ALL CONDUITS FOR ROUTING. CONTRACTOR TO PLACE IFP PROVIDED GROUND SLEEVE AND GROUND ROD AS SHOWN IN DETAIL. CONTACT IFP FOR INSPECTION.
3. TRANSFORMER PAD SHALL HAVE A MINIMUM THICKNESS OF 8" CONCRETE AND SHALL BE DESIGNED WITH SUFFICIENT REINFORCING TO ACCOMMODATE A TRANSFORMER WEIGHT OF 16,000 LBS (SEE DRAWING).
4. THE PAD LOCATION SHALL BE COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY PRIOR TO PLACEMENT OF CONCRETE.
5. THE TRANSFORMER WILL NOT BE INSTALLED UNTIL THE CONCRETE HAS CURED A MINIMUM OF (7) DAYS. IF THE TEMPERATURE IS EXPECTED TO DROP BELOW 40°; THERMAL BLANKETS MUST BE USED FOR A MINIMUM PERIOD OF 72 HOURS. DO NOT PLACE PAD ON THE FROZEN EARTH.
6. TOP OF THE TRANSFORMER PAD SHALL BE CONSTRUCTED TO A MINIMUM OF 4" ABOVE FINISHED GRADE. POSITIVE DRAINAGE MUST BE PROVIDED AWAY FROM THE TRANSFORMER PAD. CONTACT IFP FOR INSPECTION PRIOR TO PLACEMENT OF CONCRETE.

## ISOMETRIC VIEW OF GROUND SLEEVE



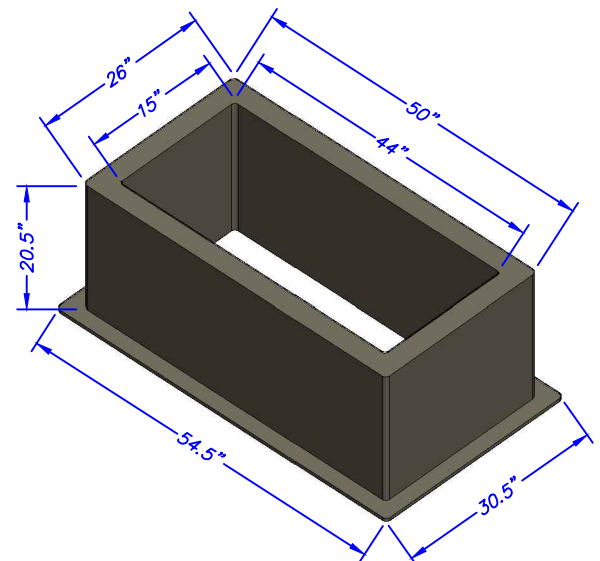
# 3 PHASE TRANSFORMER PAD (SMALL)



## ADDITIONAL NOTES:

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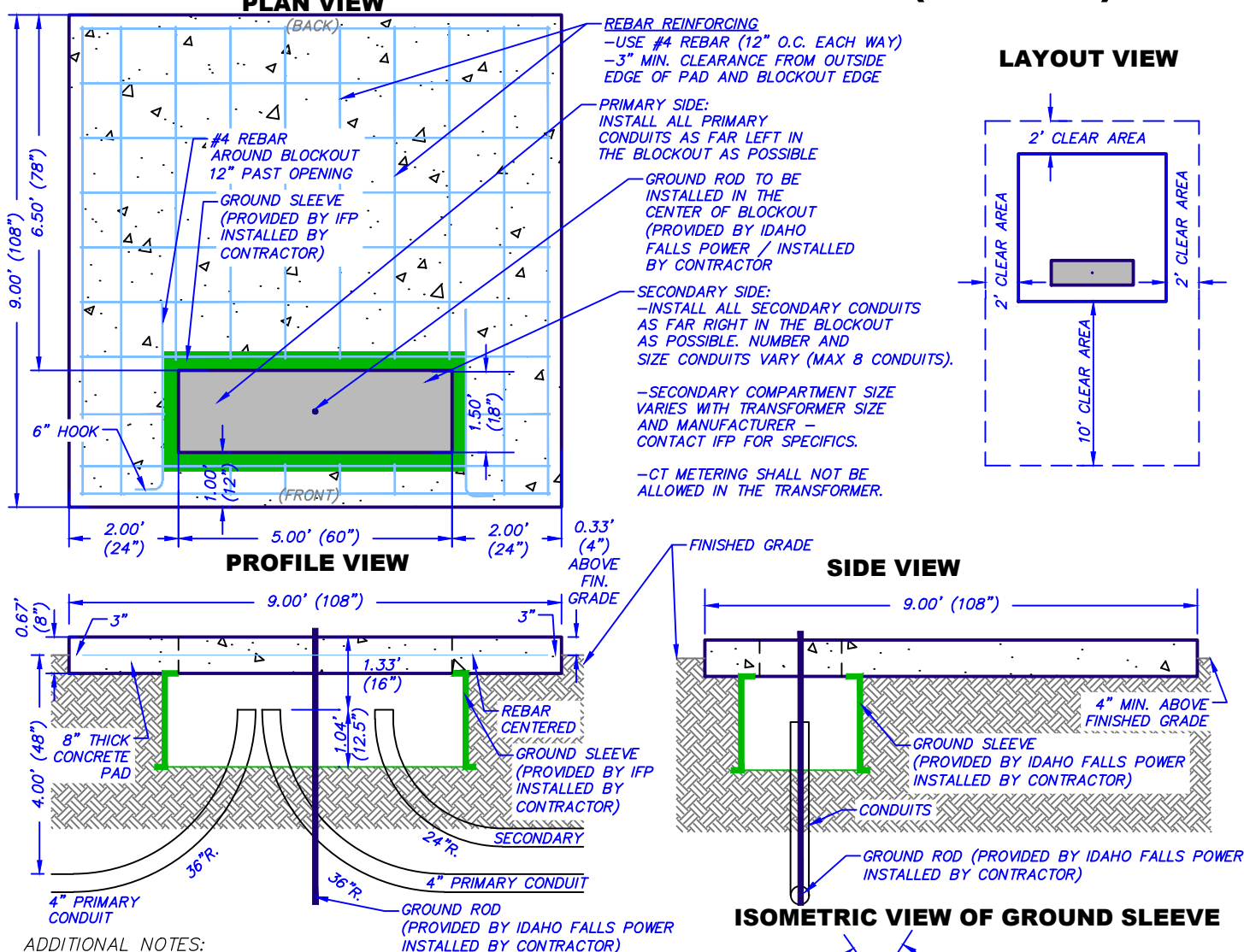
## ISOMETRIC VIEW OF GROUND SLEEVE



**FOR USE ONLY WHEN DIRECTED BY IDAHO FALLS POWER**



# 3 PHASE TRANSFORMER PAD (LARGE)



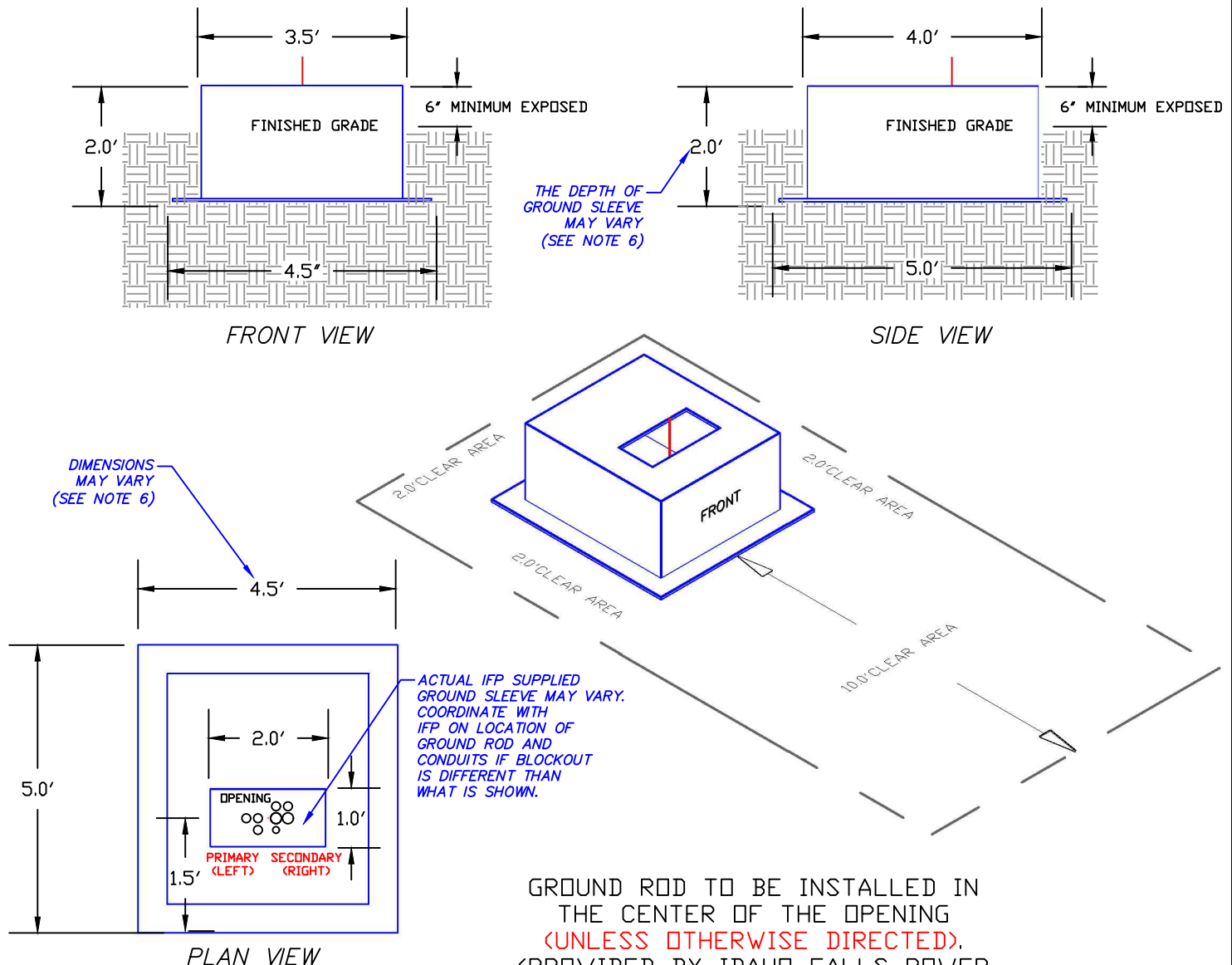
## ADDITIONAL NOTES:

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**FOR USE ONLY WHEN DIRECTED BY IDAHO FALLS POWER**

1" = 3'

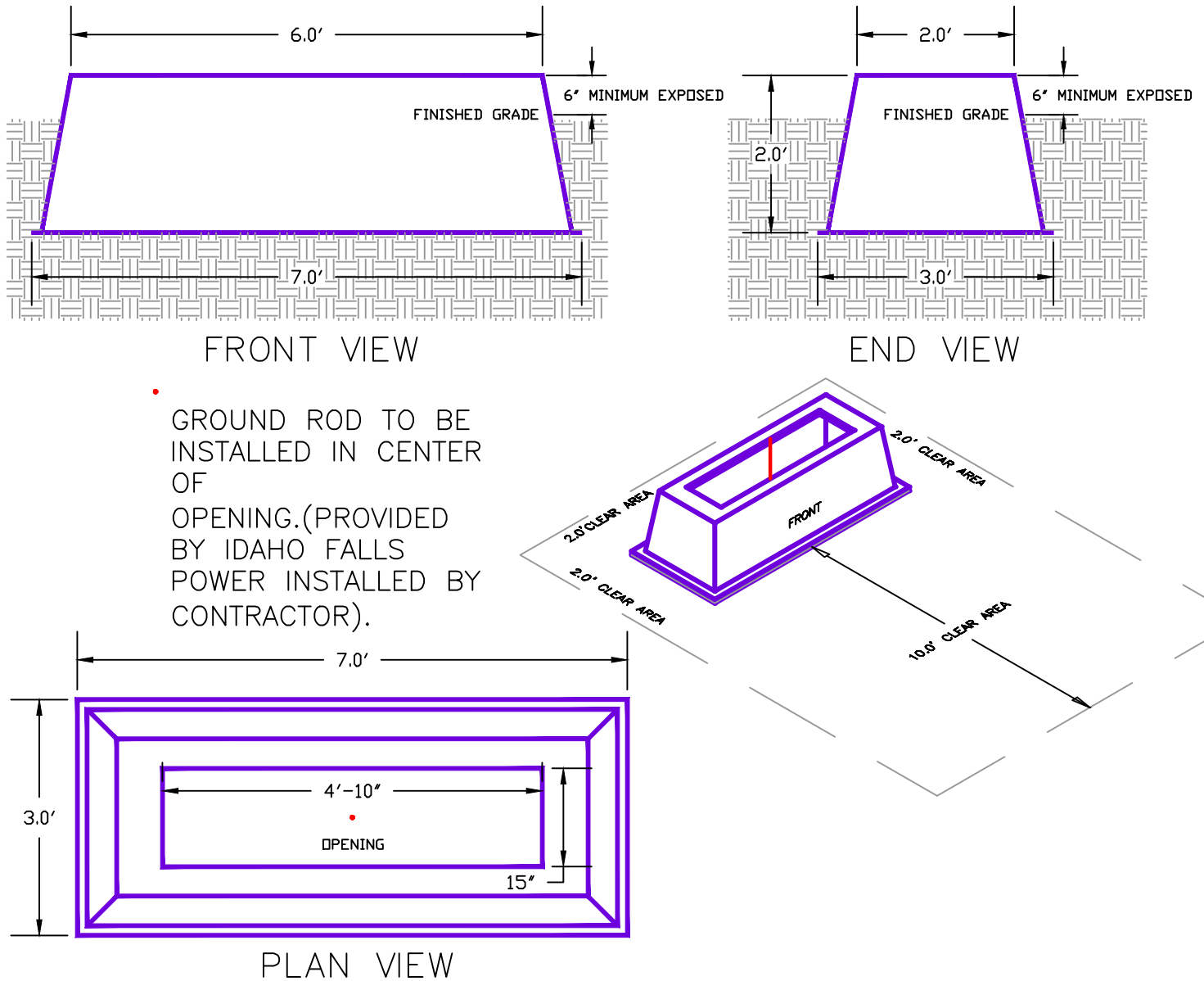
# SINGLE PHASE TRANSFORMER BASE (GROUND SLEEVE)



GROUND ROD TO BE INSTALLED IN  
THE CENTER OF THE OPENING  
(UNLESS OTHERWISE DIRECTED).  
(PROVIDED BY IDAHO FALLS POWER  
INSTALLED BY CONTRACTOR).

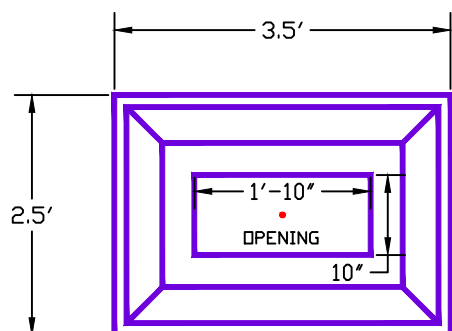
1. SINGLE PHASE TRANSFORMER BASE (GROUND SLEEVE) SHALL BE PROVIDED BY IDAHO FALLS POWER BUT SHALL BE INSTALLED TO REQUIRED GRADE BY THE CONTRACTOR/DEVELOPER.
2. THE PAD LOCATION SHALL BE COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY PRIOR TO PLACEMENT.
3. THE TOP OF THE BASE SHALL BE INSTALLED A MINIMUM OF 6" ABOVE FINISHED GRADE. POSITIVE DRAINAGE MUST BE PROVIDED AWAY FROM THE CABINET BASE.
4. ANY DEVIATION IN THE FINAL GRADE OR LOCATION OF THE CABINET BASE MUST BE APPROVED BY IDAHO FALLS POWER.
5. CT METERING WILL NOT BE ALLOWED IN THE TRANSFORMER.
6. ACTUAL DIMENSIONS OF GROUND SLEEVE MAY VARY FROM WHAT IS SHOWN IN DRAWING; VERIFY DIMENSIONS WITH IDAHO FALLS POWER PRIOR TO INSTALLATION.

# 3 PHASE SECTIONALIZING CABINET BASE (GROUND SLEEVE)

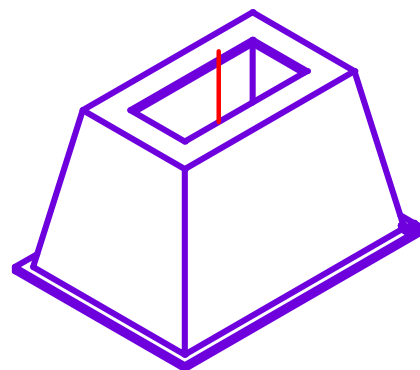


1. 3 PHASE SECTIONLIZING CABINET BASE (GROUND SLEEVE) SHALL BE PROVIDED BY IDAHO FALLS POWER BUT SHALL BE INSTALLED TO REQUIRED GRADE BY THE CONTRACTOR/DEVELOPER.
2. THE PAD LOCATION SHALL BE COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY PRIOR TO PLACEMENT.
3. THE TOP OF THE BASE SHALL BE INSTALLED A MINIMUM OF 6" ABOVE FINISHED GRADE.
4. POSITIVE DRAINAGE MUST BE PROVIDED AWAY FROM THE CABINET BASE.

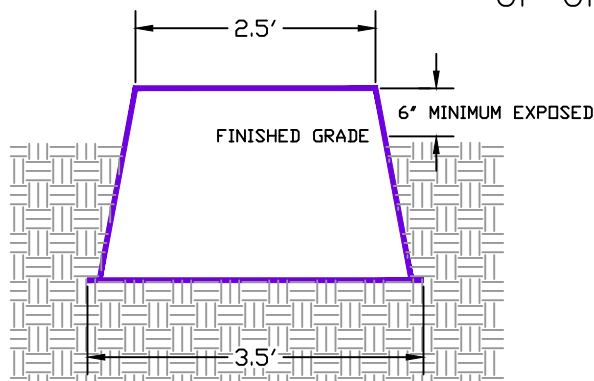
# SINGLE PHASE SECTIONALIZING CABINET BASE (GROUND SLEEVE)



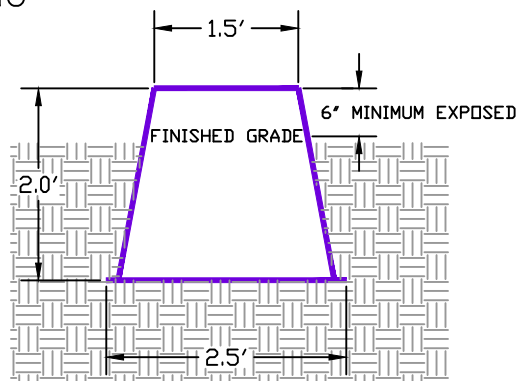
PLAN VIEW



- GROUND ROD TO BE INSTALLED IN CENTER OF OPENING



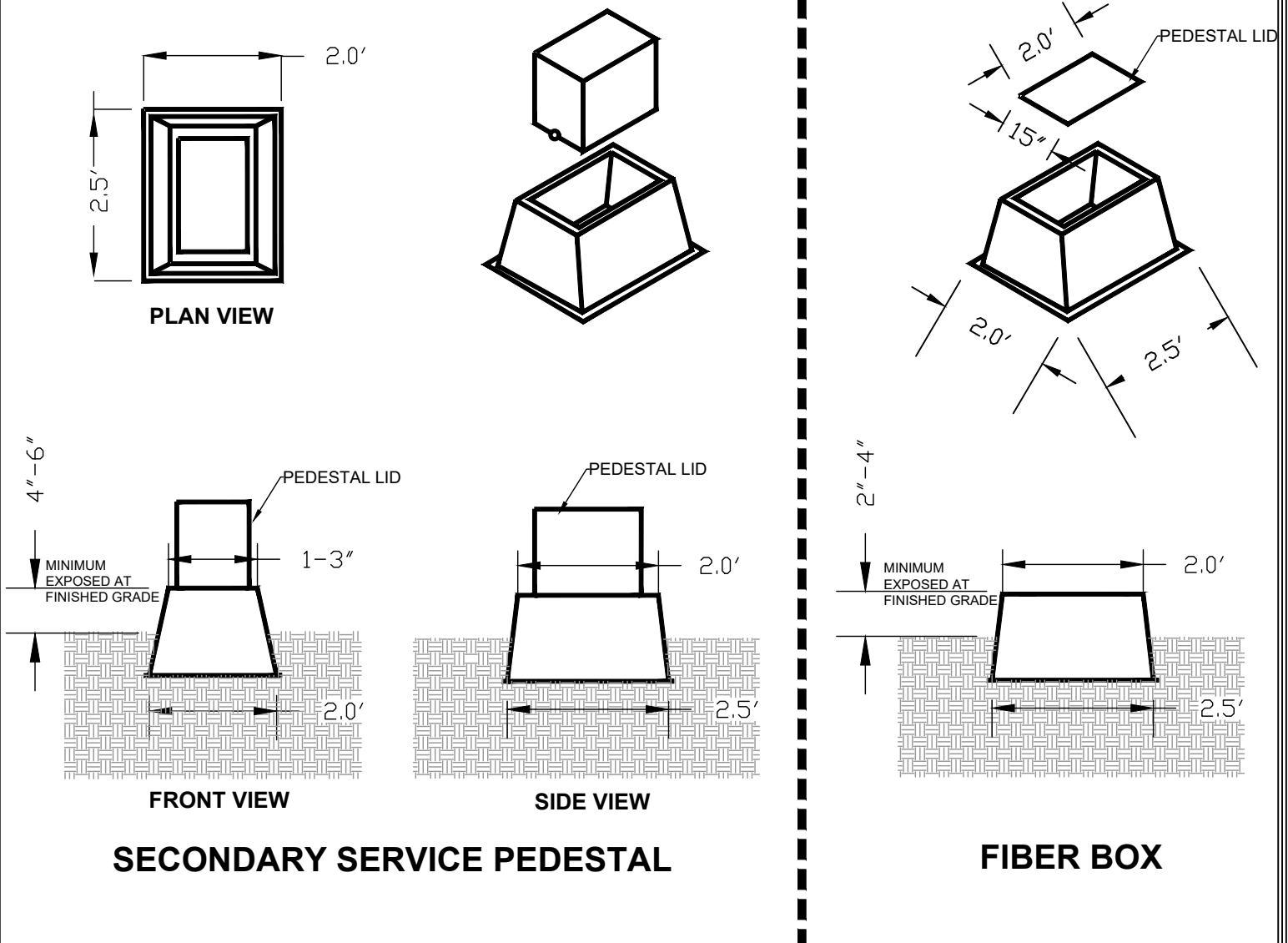
FRONT VIEW



END VIEW

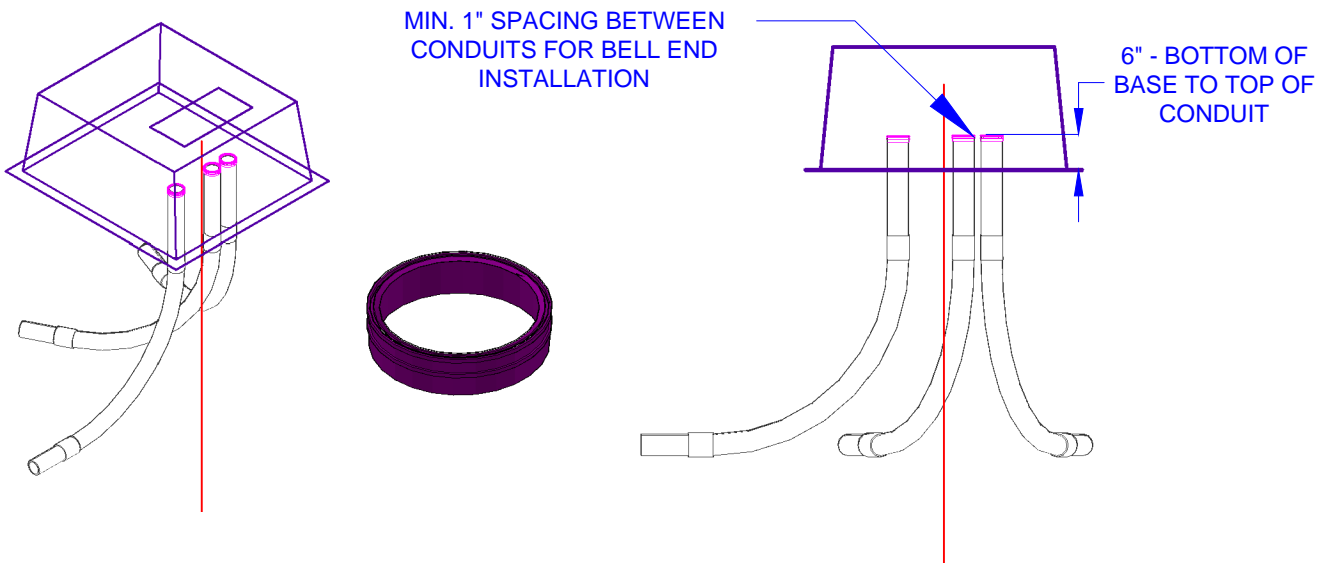
1. SINGLE PHASE SECTIONALIZING CABINET BASE (GROUND SLEEVE) SHALL BE PROVIDED BY IDAHO FALLS POWER BUT SHALL BE INSTALLED TO REQUIRED GRADE BY THE CONTRACTOR/DEVELOPER.
2. THE PAD LOCATION SHALL BE COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY PRIOR TO PLACEMENT.
3. THE TOP OF THE BASE SHALL BE INSTALLED A MINIMUM OF 6" ABOVE FINISHED GRADE.
4. POSITIVE DRAINAGE MUST BE PROVIDED AWAY FROM THE CABINET BASE.
5. ANY DEVIATION IN THE FINAL GRADE OR LOCATION OF THE CABINET BASE MUST BE APPROVED BY IDAHO FALLS POWER.

# FIBER & SECONDARY SERVICE PEDESTAL BASE (GROUND SLEEVE)



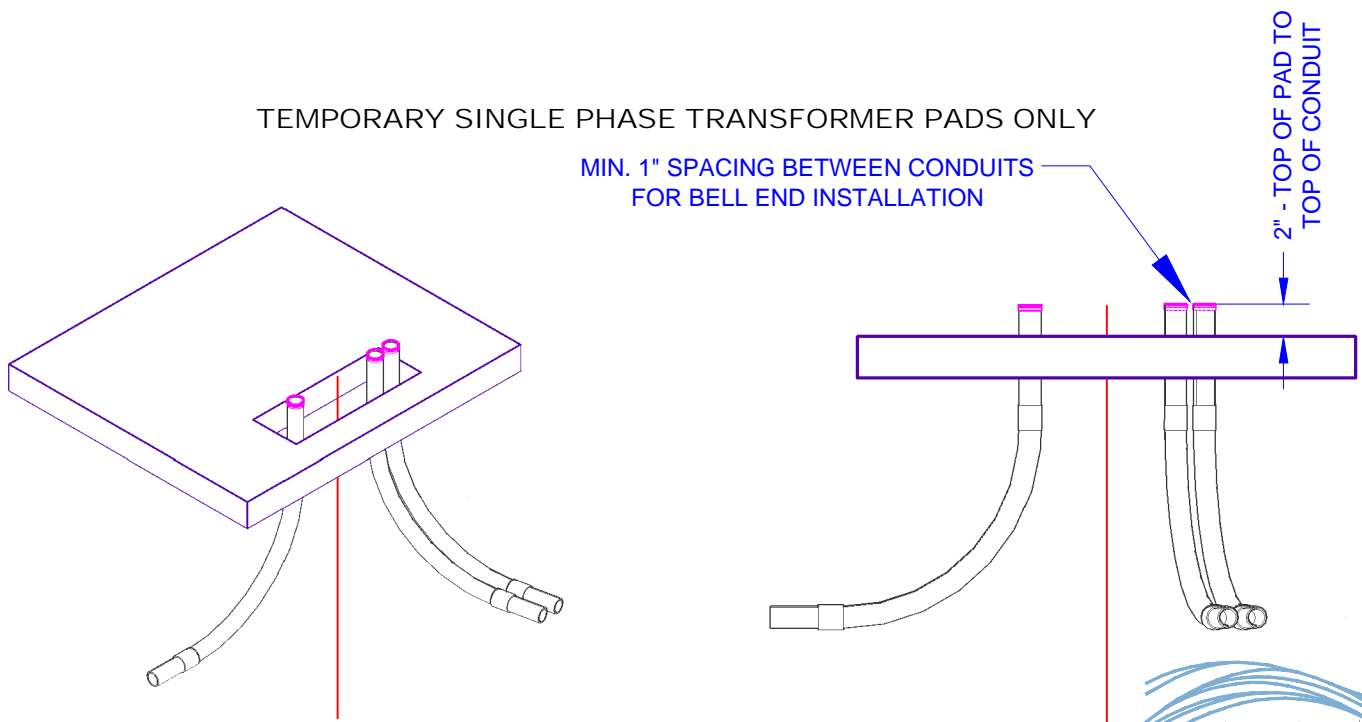
1. FIBER AND SECONDARY SERVICE PEDESTAL. BASE (GROUND SLEEVE) SHALL BE PROVIDED BY IDAHO FALLS POWER, BUT SHALL BE INSTALLED TO REQUIRED GRADE BY THE CONTRACTOR/DEVELOPER.
2. THE TOP OF THE SECONDARY BASE SHALL BE INSTALLED A MINIMUM OF 4"-6" ABOVE FINISHED GRADE AND TOP OF THE FIBER BOX SHALL BE INSTALLED A MINIMUM OF 2"-4" ABOVE FINISHED GRADE.
3. POSITIVE DRAINAGE MUST BE PROVIDED AWAY FROM THE PEDESTAL BASE.
4. CONTRACTORS SHALL ADD FREE DRAINING AGGREGATE TO THE FLOOR OF THE FIBER BOX GROUND SLEEVE.

# TYPICAL BELL END INSTALLATION DIAGRAM



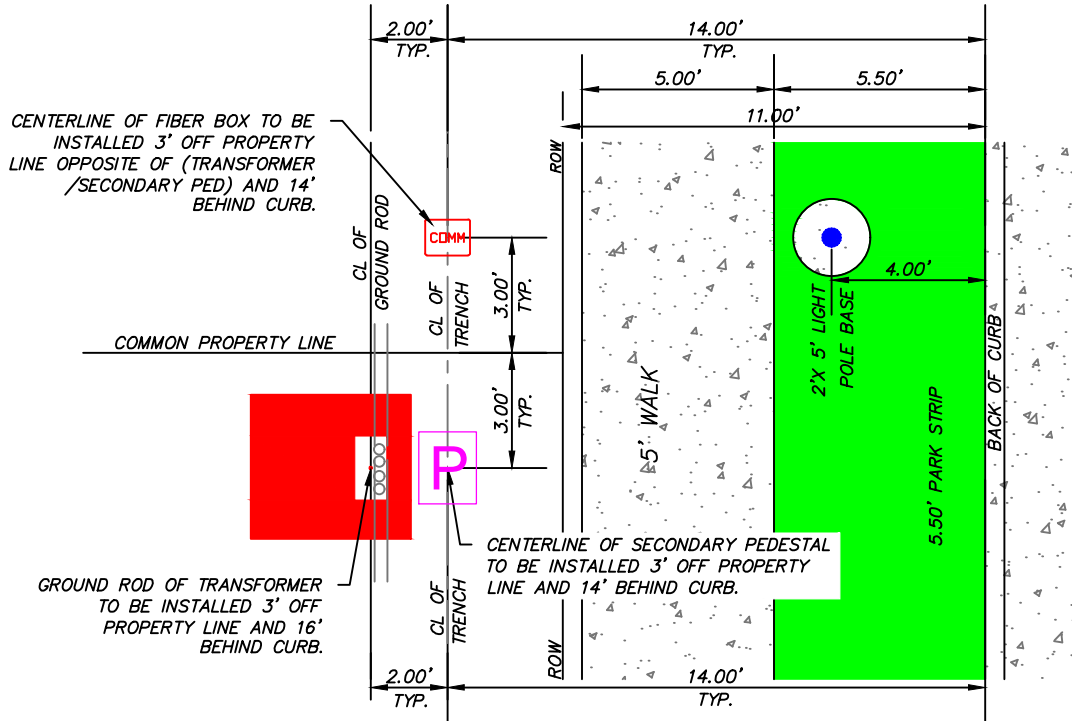
1. ALL CONDUIT (PRIMARY AND SECONDARY) MUST BE CUT TO 6" FROM BOTTOM OF BASE.
2. BELL ENDS MUST BE SUPPLIED AND INSTALLED BY DEVELOPER/CONTRACTOR.
3. ALL CONDUITS MUST BE CAPPED AND LABELED TO IDENTIFY ROUTING.
4. BELL END INSTALLATION DETAIL TO BE USED FOR ALL ELECTRICAL FACILITIES INCLUDING SECONDARY PEDESTALS, SWITCH CABINETS, TRANSFORMERS, AND LIGHT POLE BASES.
5. TEMPORARY SINGLE PHASE TRANSFORMER PADS SHALL HAVE CONDUIT NO MORE THAN 2" ABOVE PAD.

## TEMPORARY SINGLE PHASE TRANSFORMER PADS ONLY

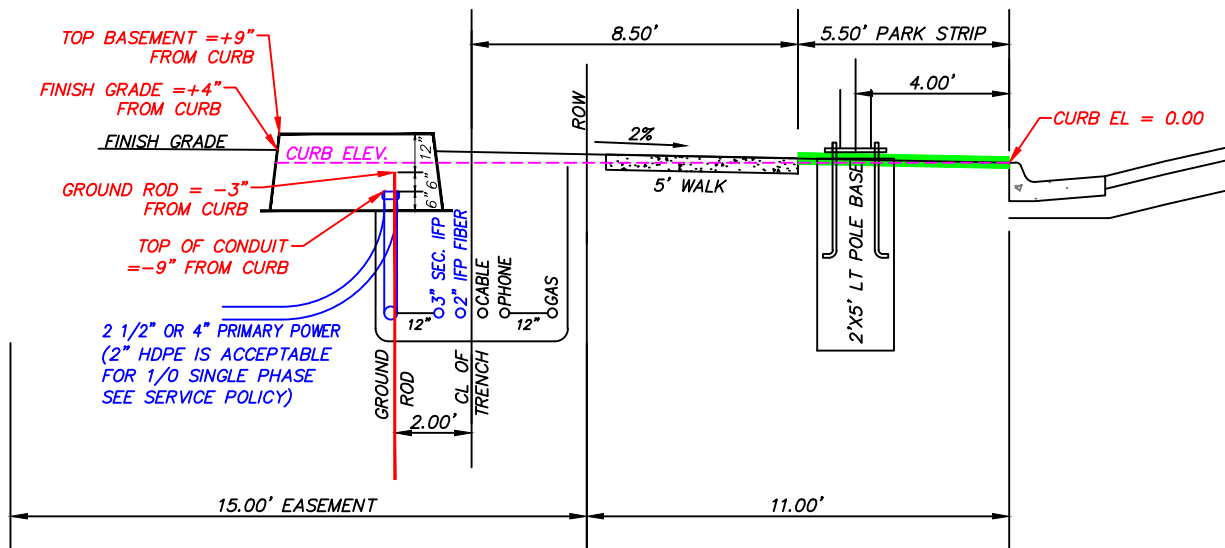


# JOINT UTILITY TRENCH

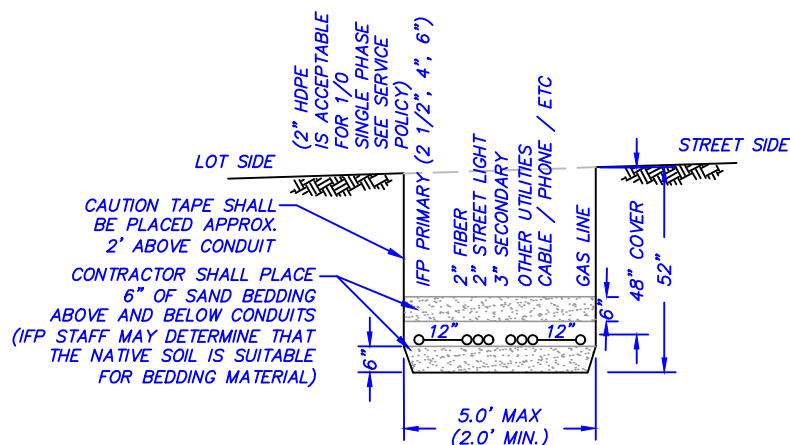
## PLAN VIEW



## TRENCH PROFILE



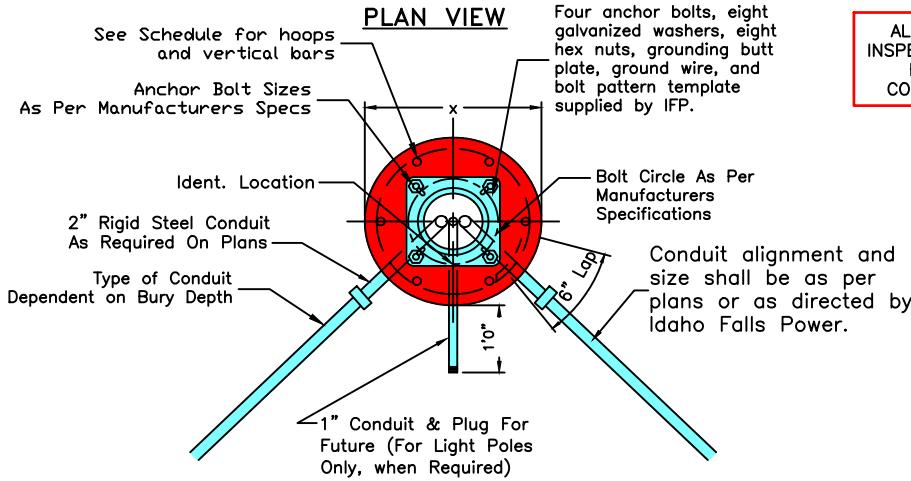
## TRENCH DETAIL



**DISTANCES MAY VARY - SEE ELECTRICAL SITE PLANS PRIOR TO CONSTRUCTION**



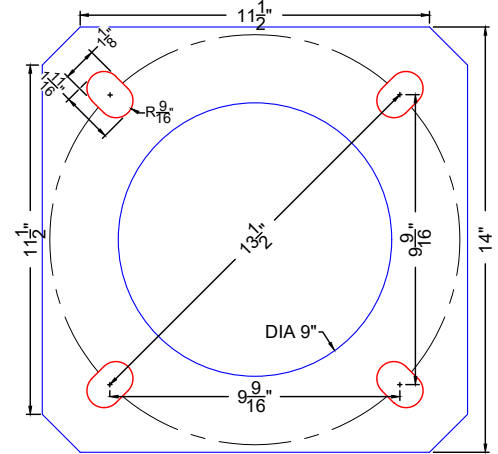
# LIGHT POLE FOUNDATION DETAIL



ALL BASES SHALL BE INSPECTED AND APPROVED BY IFP PRIOR TO CONCRETE PLACEMENT

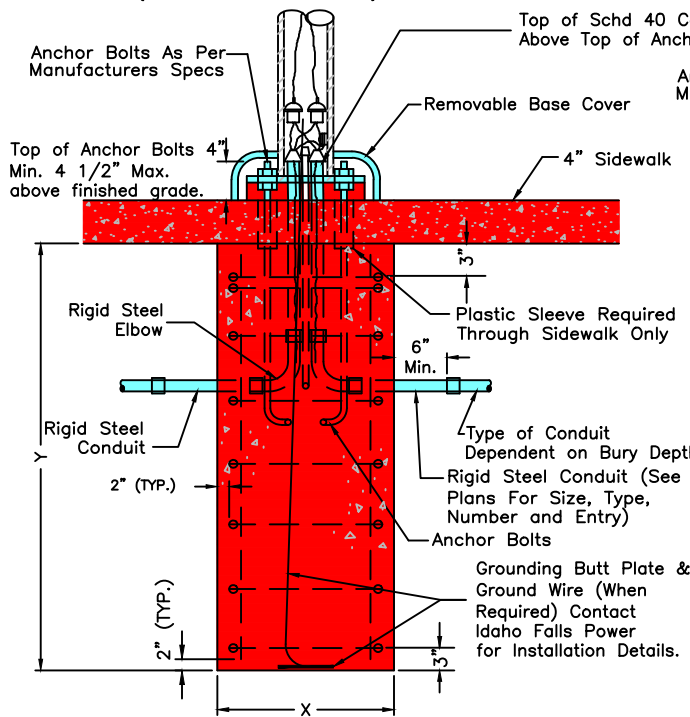
NOT TO SCALE

40' LIGHT POLE BASE PATTERN (TYPE C)

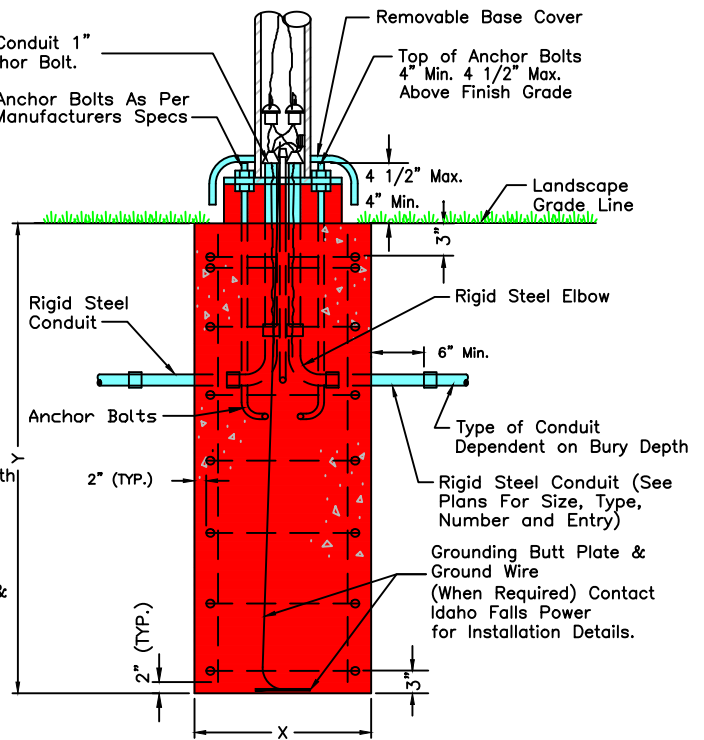


POLE FOUNDATION SCHEDULE									
STRUCTURE TYPE	FOUNDATION TYPE	X	Y	HOOPS		VERTICAL RODS		CU. YDS. CONCRETE	
				NO.	SIZE	NO.	SIZE		
30' Light Pole Pedestrian Signal Pole	A	2'-0"	5'-0"	4	#4	6	#4	0.6	
40' Light Pole	C	3'-0"	8'-0"	5	#4	8	#6	2.1	

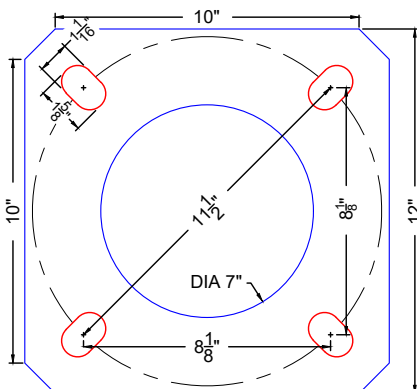
**SIDE VIEW  
POLE FOUNDATION BASE DETAIL  
(SIDEWALK AREAS)**



**SIDE VIEW  
POLE FOUNDATION BASE DETAIL  
(LANDSCAPED AREAS)**



30' LIGHT POLE BASE PATTERN (TYPE A)

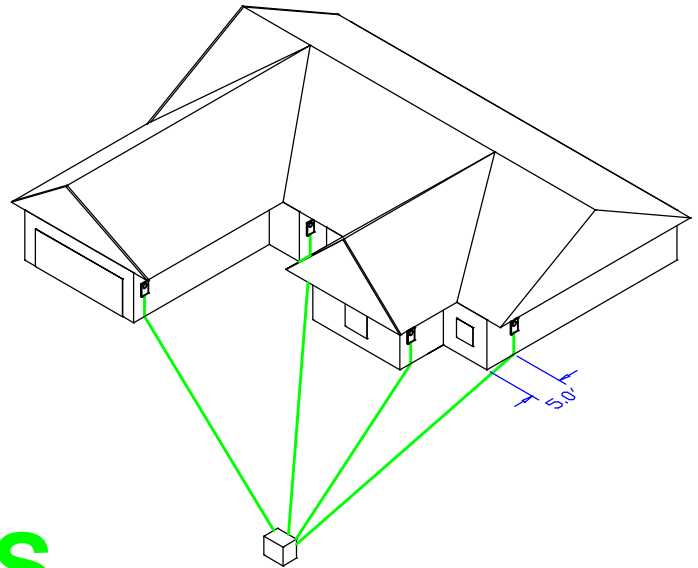
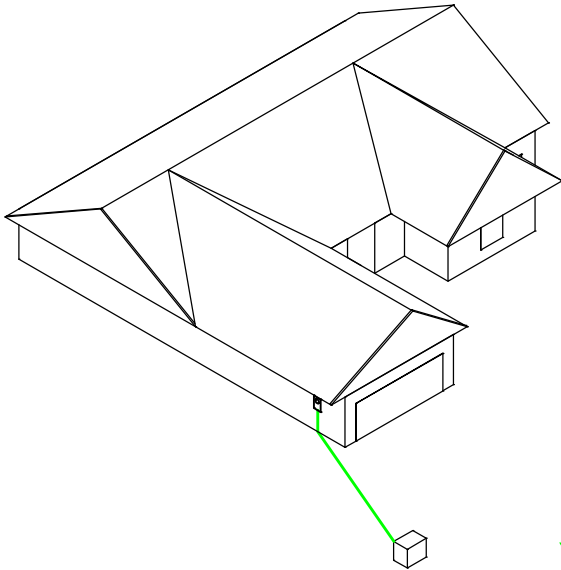


IF PRE-CAST CONCRETE LIGHT POLE IT SHALL MEET OR EXCEED ALL SPECIFICATIONS ABOVE

CONCRETE SHALL BE CLASS 4 CONCRETE (4,000 PSI) SEE SECTION 703.2.4 CONCRETE MIX CITY OF IDAHO FALLS SUPPLEMENTAL ISPWC STANDARDS

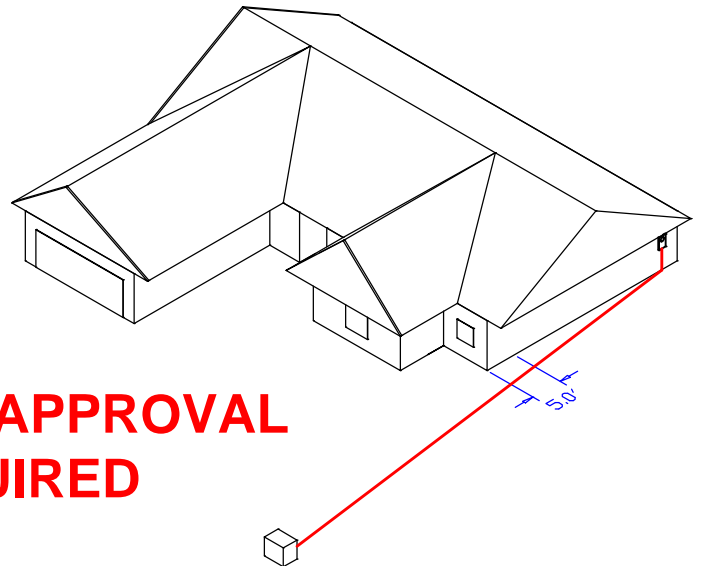
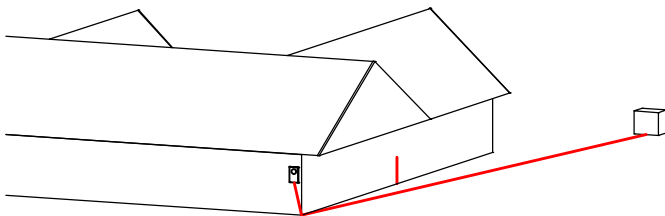


# TYPICAL RESIDENTIAL UNDERGROUND SERVICE



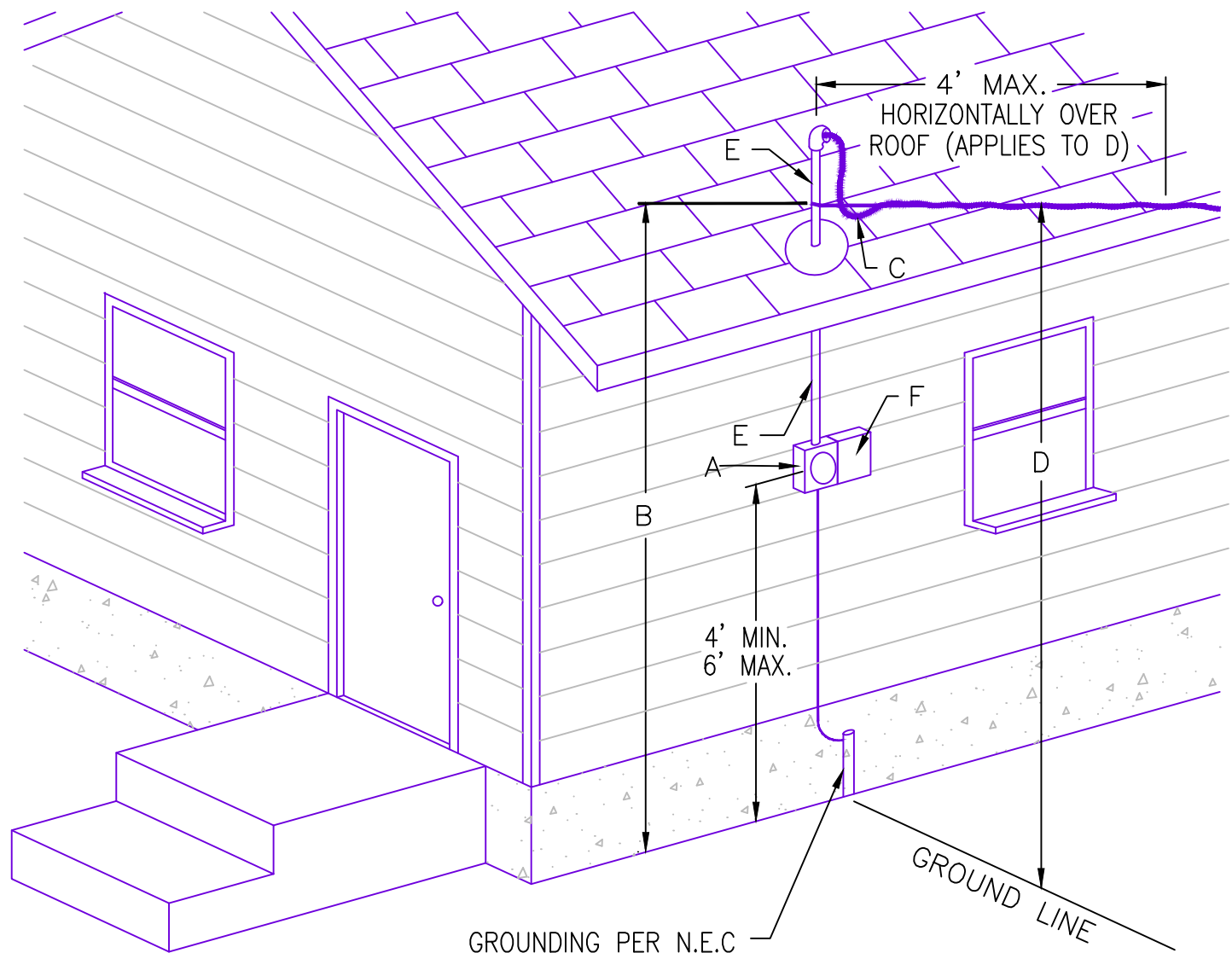
**YES**

1. Conduit will have a maximum of 360° of bends per run.
2. Idaho Falls Power will inspect all conduit prior to backfilling.
3. Meter must be front yard accessible unless prior IFP approval has been obtained.



**PRIOR IFP APPROVAL  
REQUIRED**

# TYPICAL RESIDENTIAL OVERHEAD SERVICE



- A. Meter location must be approved by Utility prior to installation.
- B. Point of attachment 12' minimum above finished grade, or from any platform or projection from which conductors may be reached.
- C. The cable and drip loop must be at least 18" above roof. (See NESC Rule note below)
- D. 12' above finished grade – 14' over residential driveways – 16' over streets. More if practical.
- E. Maximum 3'–6"; Service mast needs to be sized so as to support service conductors with a minimum size of 2" rigid galvanized steel (RGS) or IMC conduit.
- F. External Main Disconnect

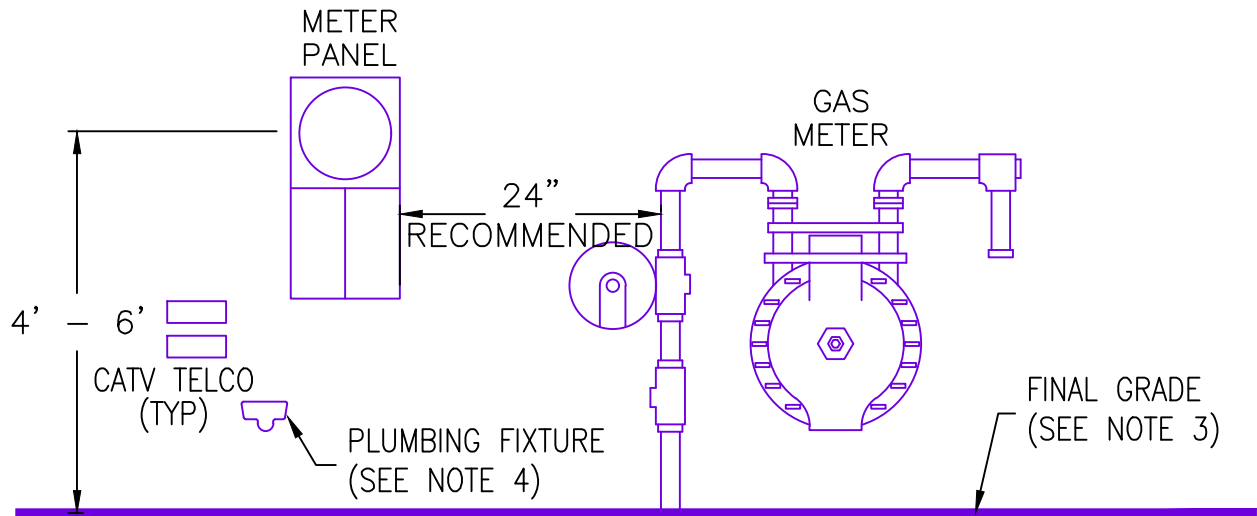
NOTE: Clearances B, C, D, and E are based on the current National Electrical Safety Code and are applicable where the voltage is limited to 150 volts to ground.

NESC RULE 234C3 covers clearance for services attached to buildings (120/240 volt services)

- 18" above roof within 6' of weatherhead
- 36" above roof more than 6' from weatherhead
- 10' over a deck
- 3' in any direction from windows
- 5' from porches, decks, fire escapes, etc

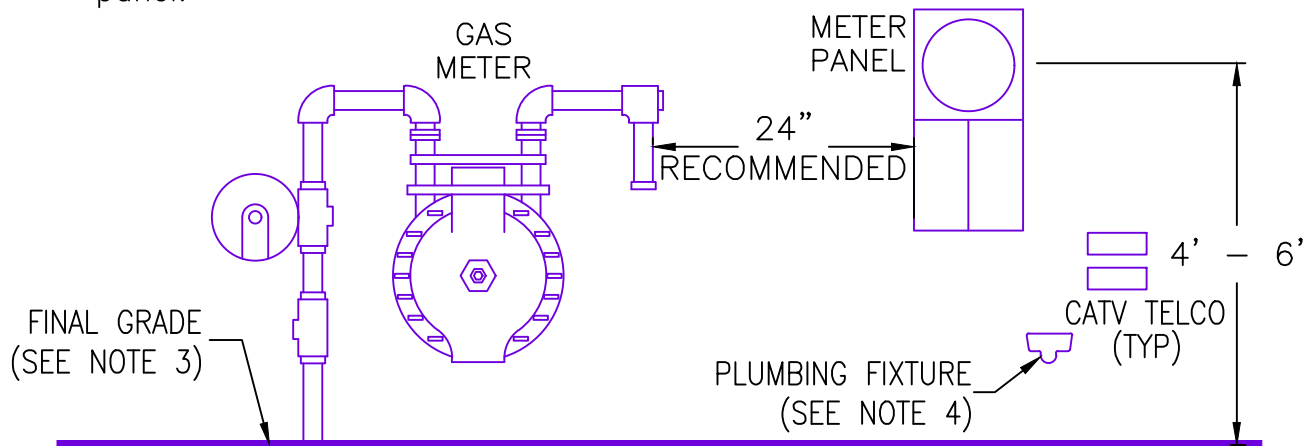
# ELECTRICAL SERVICE REQUIREMENTS

## SEPARATION OF METER ASSEMBLIES FOR ELECTRIC AND GAS SERVICES



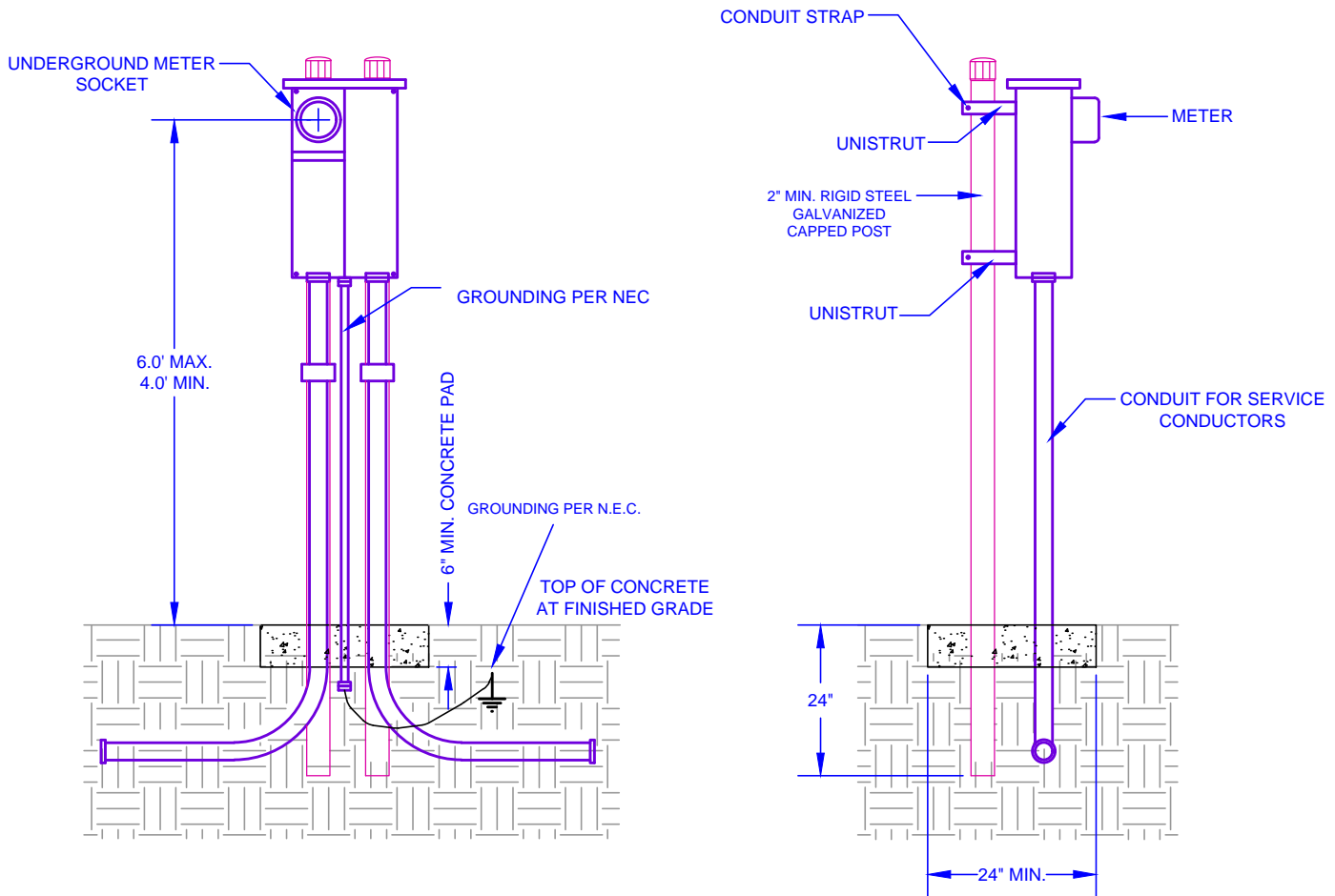
### NOTES:

1. Size and dimensions of panels will vary. Drawings are not to scale.
2. This drawing pertains to both overhead and underground electric service applications.
3. Maintain 3' of clear, level and unobstructed work space in front of both meters.
4. Plumbing fixtures which extend more than 6" out from wall surface must be located a safe distance from the outside edge of the meter panel.



# FREE STANDING METER PANEL

(POST MOUNTED – 1Ø)  
(RESIDENTIAL UP TO 200 AMPS ONLY)



## CUSTOMER WILL FURNISH AND INSTALL:

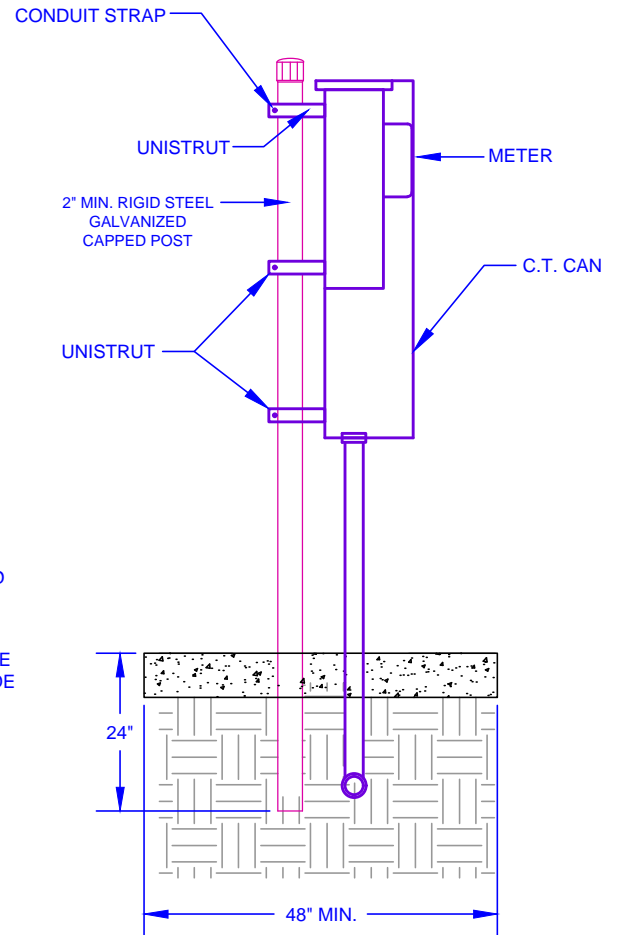
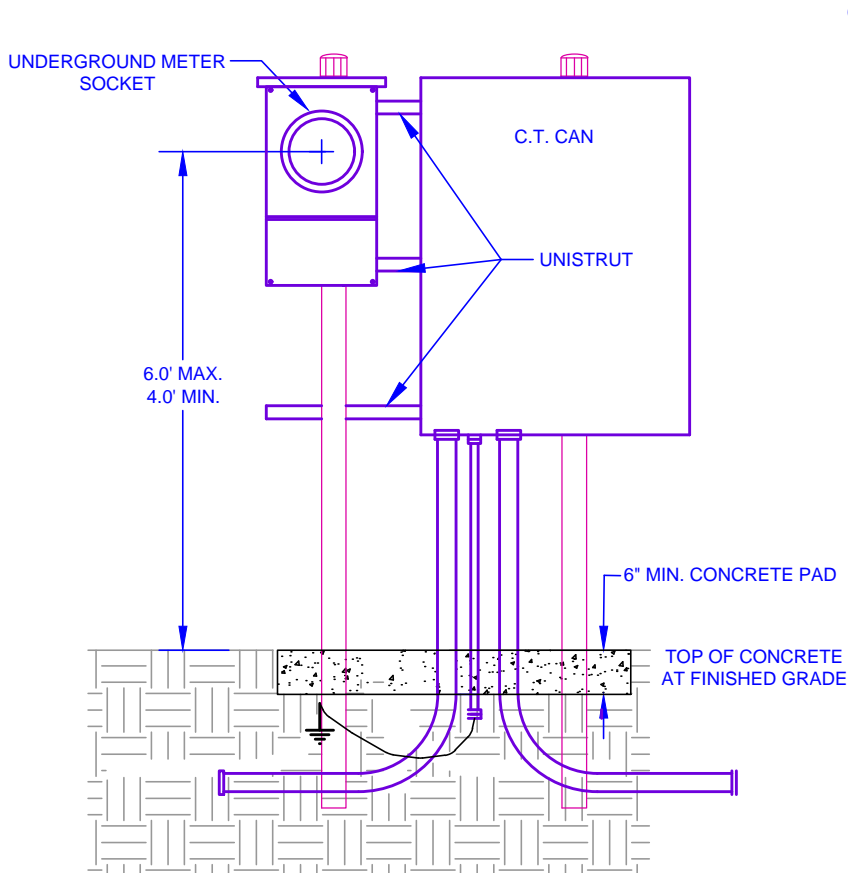
METER SOCKET ENCLOSURE (UNDERGROUND TYPE)  
PEDESTAL HARDWARE  
CONDUIT  
RIGHT OF WAY  
TRENCH EXCAVATION AND BACKFILL  
GROUNDING PER NEC  
CONCRETE PAD, 24" X 24" X 6" DEEP

## ADDITIONAL REQUIREMENTS:

1. **WRITTEN APPROVAL** FROM THE POWER COMPANY MUST BE OBTAINED BEFORE INSTALLING A FREE STANDING PEDESTAL.
2. THE METER PEDESTAL IS TYPICALLY LOCATED ADJACENT TO, OR IN, THE EASEMENT CLOSE TO THE DRIVEWAY. THE EXACT LOCATION OF THE METER MUST BE SPECIFIED AND/OR APPROVED BY THE POWER COMPANY.
3. REFER TO SERVICE POLICY FOR UNDERGROUND AND CONDUIT REQUIREMENTS.
4. SERVICE CONDUIT MUST BE PLUMB IN ALL DIRECTIONS.
5. METER PANEL SHOWN CAN BE USED IN 3-PHASE APPLICATIONS ONLY WITH WRITTEN APPROVAL FROM IDAHO FALLS POWER.
6. FOR OL LISTED MANUFACTURED PEDESTAL SERVICE ENTRANCES, METER HEIGHT REQUIREMENTS MAY VARY.

# FREE STANDING CT METER

## (POST MOUNTED – 1Ø OR 3Ø)



### CUSTOMER WILL FURNISH AND INSTALL:

METER SOCKET ENCLOSURE (UNDERGROUND TYPE)  
 PEDESTAL HARDWARE  
 CONDUIT  
 RIGHT OF WAY  
 TRENCH EXCAVATION AND BACKFILL  
 GROUNDING PER NEC  
 CONCRETE PAD, 48" X 48" X 6" DEEP

### ADDITIONAL REQUIREMENTS:

1. **WRITTEN APPROVAL** FROM IDAHO FALLS POWER MUST BE OBTAINED BEFORE INSTALLING A FREE STANDING PEDESTAL.
2. THE METER PEDESTAL IS TYPICALLY LOCATED ADJACENT TO, OR IN, THE EASEMENT CLOSE TO THE TRANSFORMER. THE EXACT LOCATION OF THE METER MUST BE SPECIFIED AND/OR APPROVED BY IDAHO FALLS POWER.
3. REFER TO SERVICE POLICY FOR UNDERGROUND AND CONDUIT REQUIREMENTS.
4. SERVICE CONDUIT MUST BE PLUMB IN ALL DIRECTIONS.
5. C.T. CAN MUST BE ADJACENT TO METER BASE.

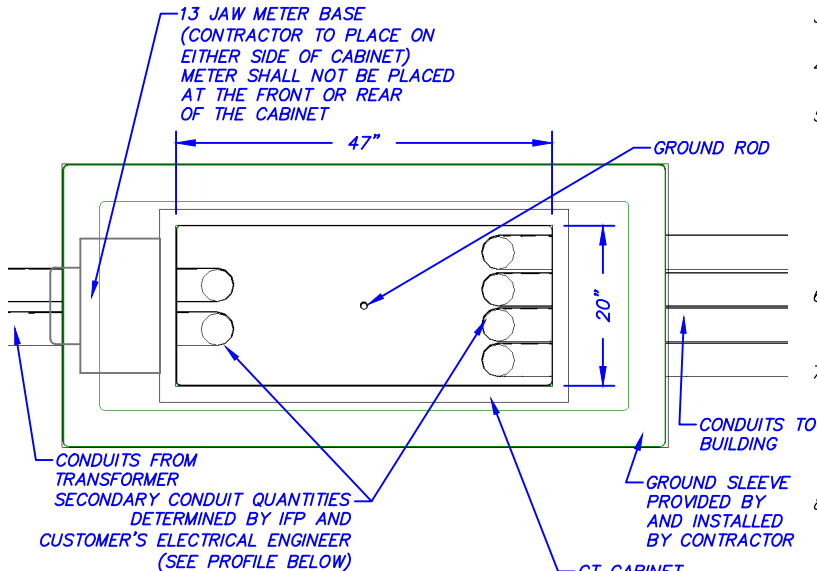
# CT CABINET WITH GROUND SLEEVE (801 - 3999 AMPS)

FOR 4000 AMPS AND ABOVE CONTACT IDAHO FALLS POWER

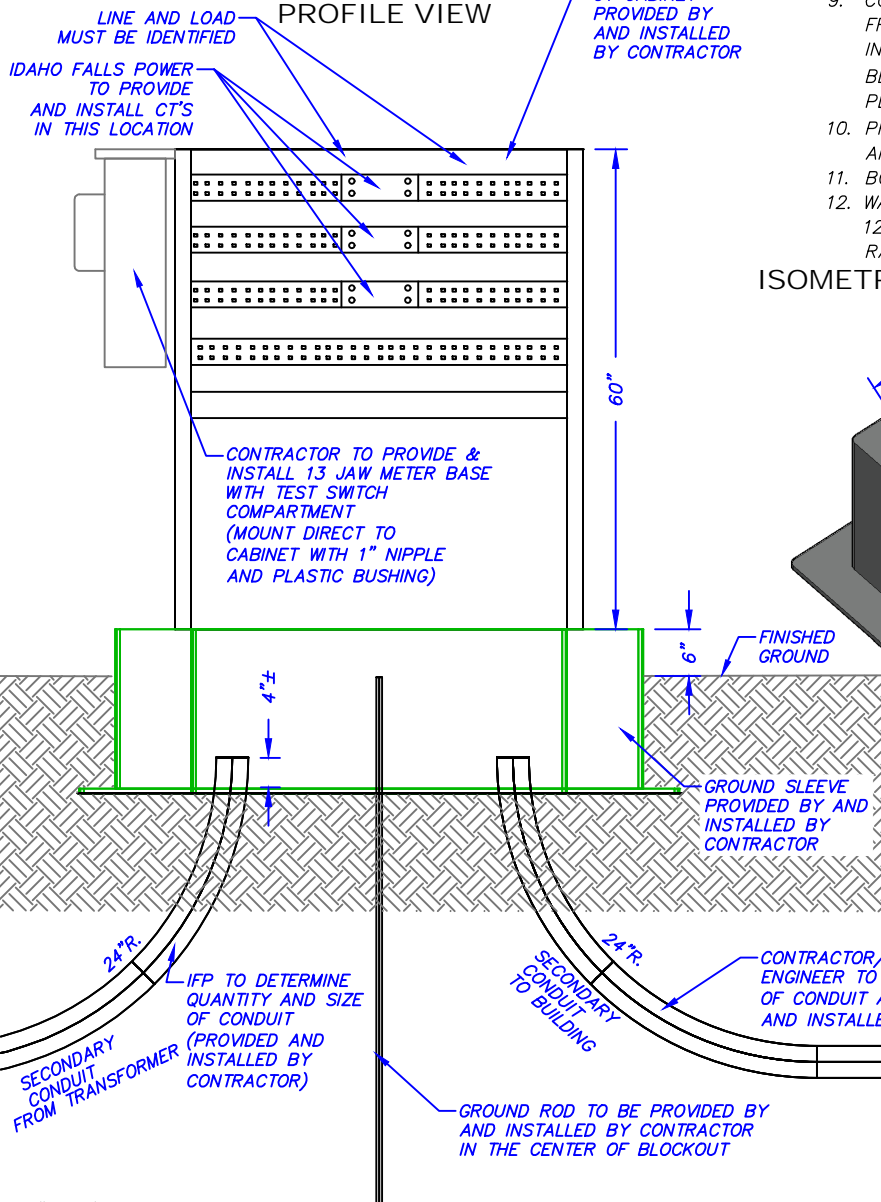
ADDITIONAL NOTES:

1. INSTALL CONDUITS AS SHOWN IN DETAIL (NUMBER OF CONDUITS AND SIZE WILL VARY PER PLANS).
2. INSTALL BELL ENDS AND CAP ALL CONDUITS.
3. 24" RADIUS ELBOW CAN BE UTILIZED. IDENTIFY ALL CONDUITS FOR ROUTING.
4. CONTRACTOR TO PLACE CONTRACTOR PROVIDED GROUND ROD AS SHOWN IN DETAIL.
5. CONTRACTOR TO PROVIDE AND INSTALL GROUND SLEEVE WITH AN OPENING TO MATCH PROPOSED CABINET AS SHOWN. (A CONCRETE PAD CAN BE UTILIZED INSTEAD OF GROUND SLEEVE BUT MUST HAVE A 18"-24" DEEP CONCRETE VAULT FOR CONDUITS AND MATCH OPENING DIMENSIONS OF CABINET - CONCRETE PAD MUST MEET CT CABINET MANUFACTURER STANDARDS FOR STRENGTH OF THE FULLY LOADED CT CABINET AND BE MIN. 6" ABOVE GRADE)
6. CONTACT IFP FOR INSPECTION. TOP OF THE GROUND SLEEVE (CONCRETE PAD) SHALL BE 6" ABOVE FINISHED GRADE. POSITIVE DRAINAGE MUST BE PROVIDED.
7. CT CABINET WITH SPLIT BUS PER AMERICAN MIDWEST POWER SERVICE CONNECTION CABINET 'SCC' WITH CT PROVISION OR APPROVED EQUAL TO BE PROVIDED AND INSTALLED BY CONTRACTOR. (IDAHO FALLS POWER MUST APPROVE CT CABINET BEFORE ORDERING AND INSTALLING)
8. IDAHO FALLS POWER TO SIZE AND INSTALL SECONDARY CONDUCTOR FROM TRANSFORMER TO CT CABINET. CONTRACTOR MUST SUPPLY TERMINATION LUGS.
9. CONTRACTOR TO SUPPLY AND INSTALL ALL SECONDARY CONDUCTOR FROM CT CABINET TO BUILDING. CONTRACTOR TO PROVIDE AND INSTALL 13 JAW METER BASE WITH TEST SWITCH COMPARTMENT TO BE MOUNTED DIRECTLY TO THE CABINET WITH 1" NIPPLE AND PLASTIC BUSHING.
10. PROVIDE 2' CLEARANCE ON ALL SIDES EXCEPT FRONT PROVIDE 3' AND BE ABLE TO OPEN AT LEAST 90° WITHOUT ANY OBSTRUCTION.
11. BONDING WILL BE REQUIRED IF CONDUIT 90° BEND ARE METALLIC.
12. WALL MOUNTED CT METERING MAY BE ACCEPTABLE FOR UP TO 1200 AMPS SO LONG AS THE WALL MOUNTED CT METERING IS RATED FOR 1200 AMPS AND MEETS ALL UL RATINGS.

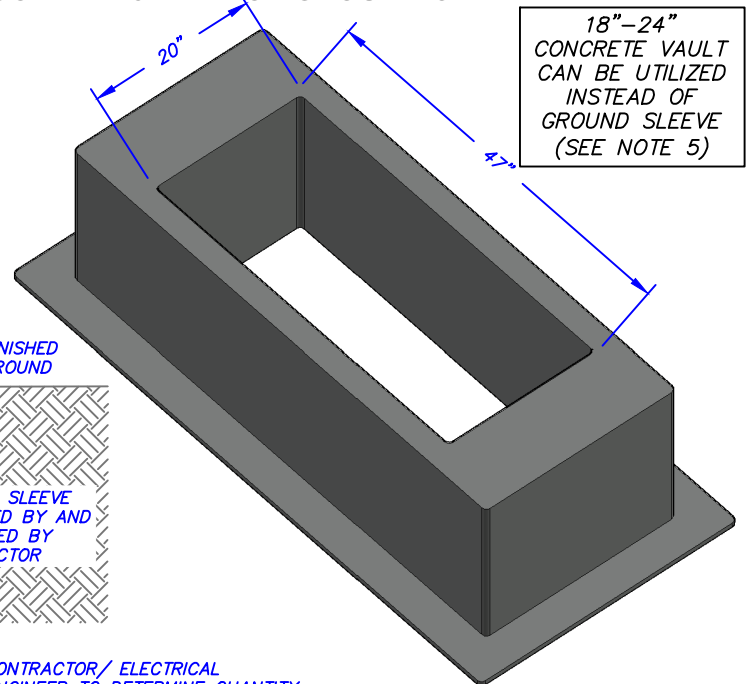
## PLAN VIEW



## PROFILE VIEW

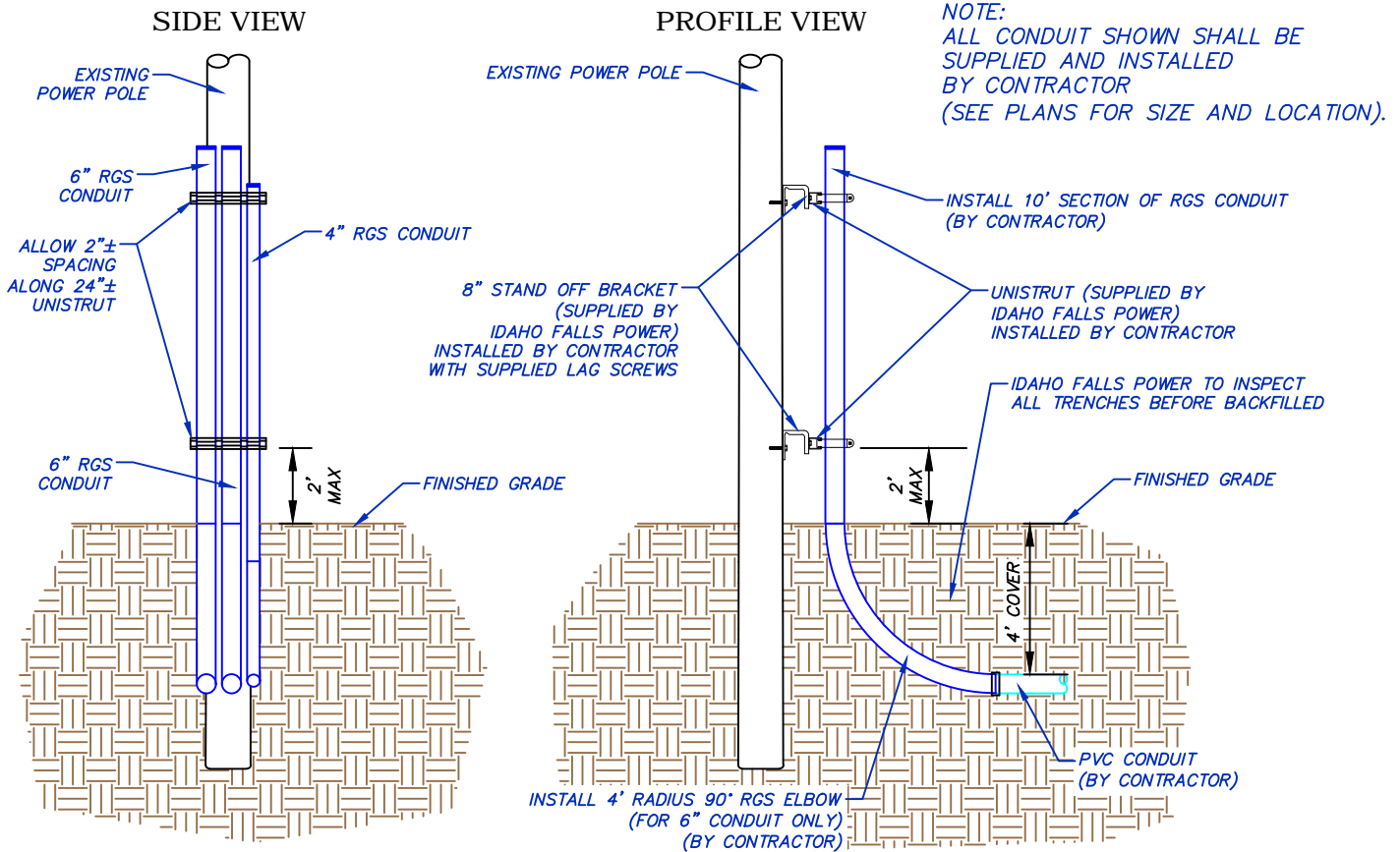


## ISOMETRIC VIEW OF GROUND SLEEVE

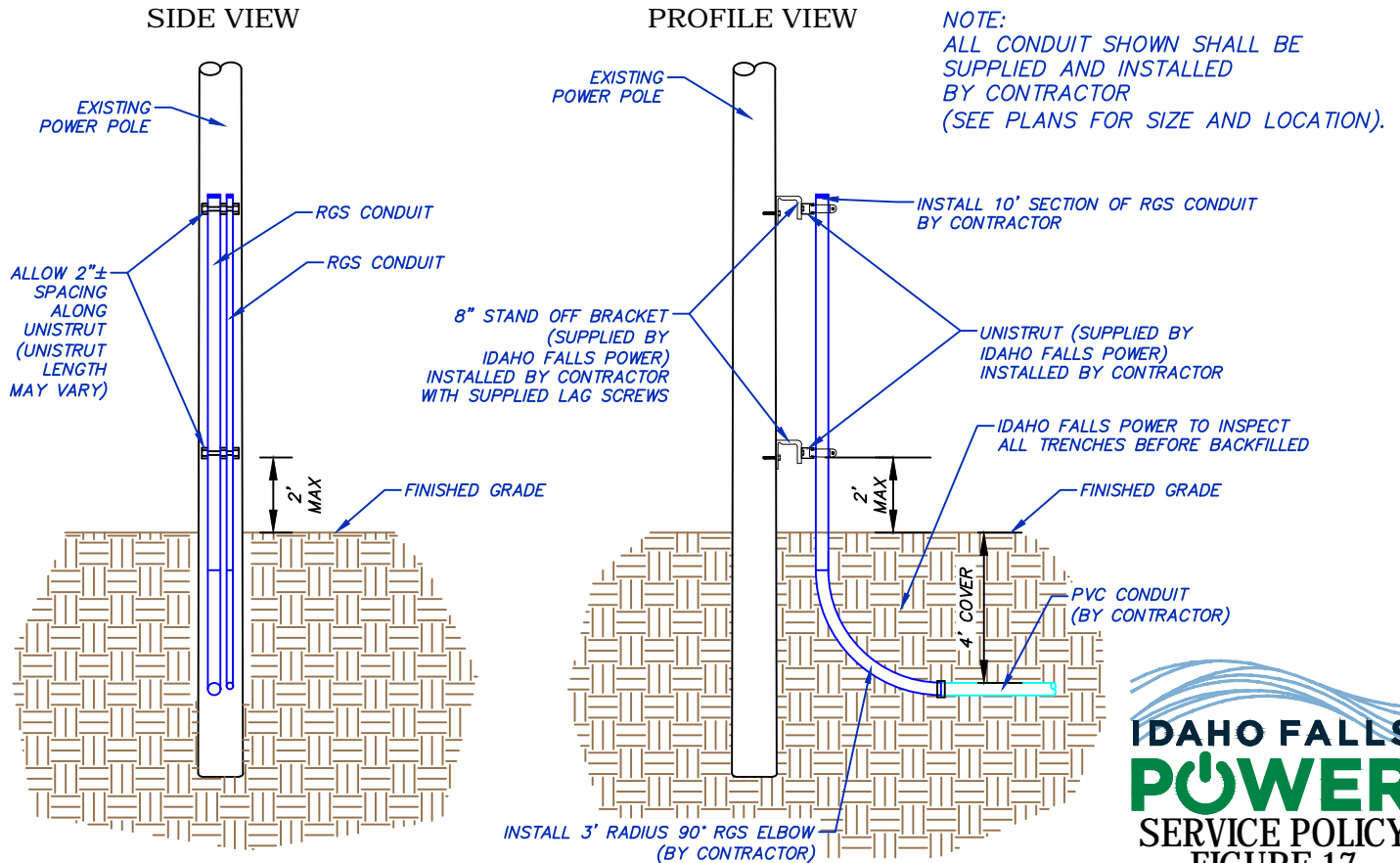


1" = 2'

# RISER DETAIL FOR 6" CONDUIT



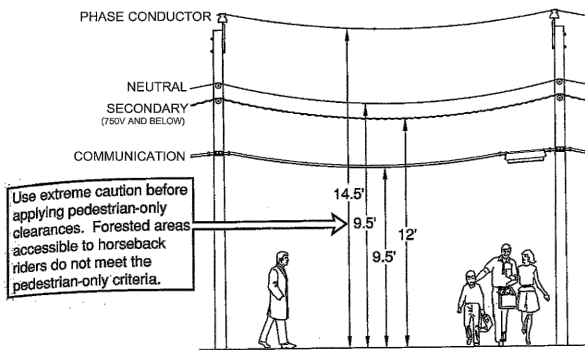
# RISER DETAIL FOR 2" - 4" CONDUIT



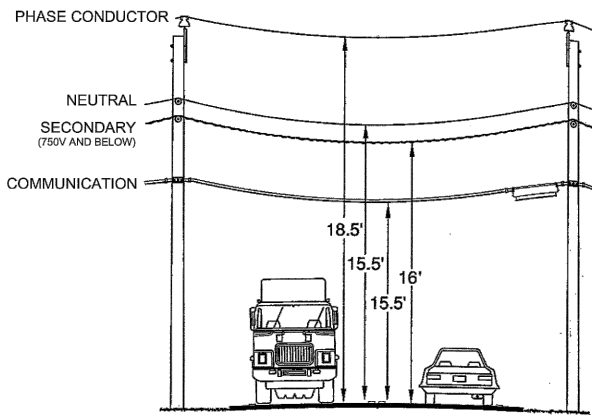
1" = 5'



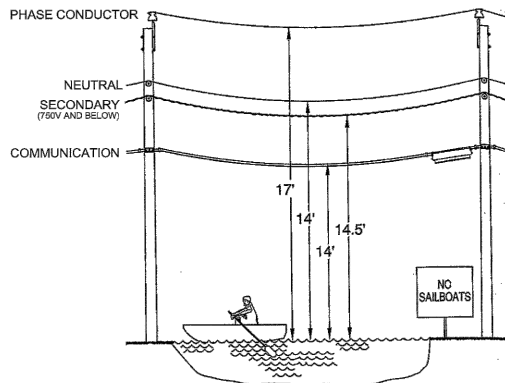
# OVERHEAD CLEARANCES



## SPACES AND WAYS SUBJECT TO PEDESTRIANS OR RESTRICTED TRAFFIC ONLY

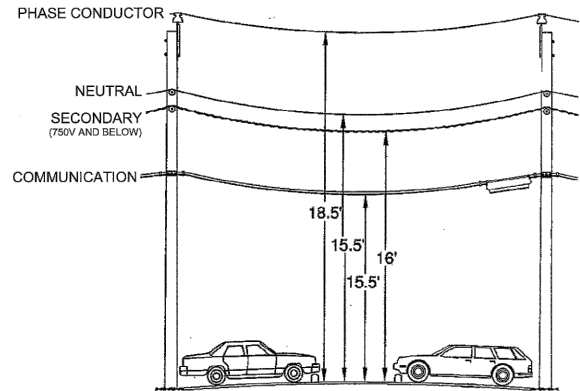
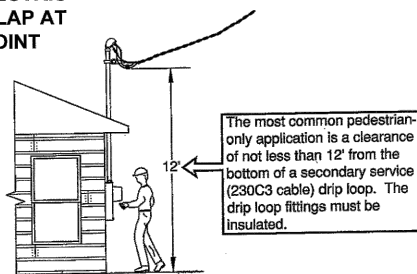


## ROADS, STREETS, AND OTHER AREAS SUBJECT TO TRAFFIC

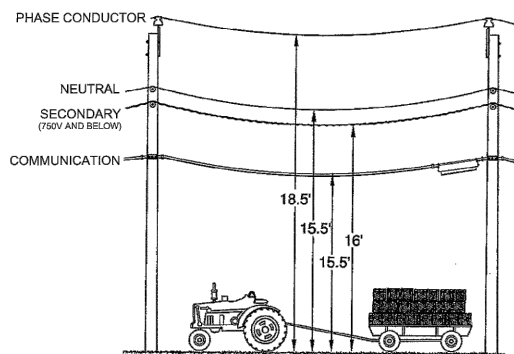


## WATER AREAS NOT SUITABLE FOR SAIL BOATING OR WHERE SAILBOATING IS PROHIBITED

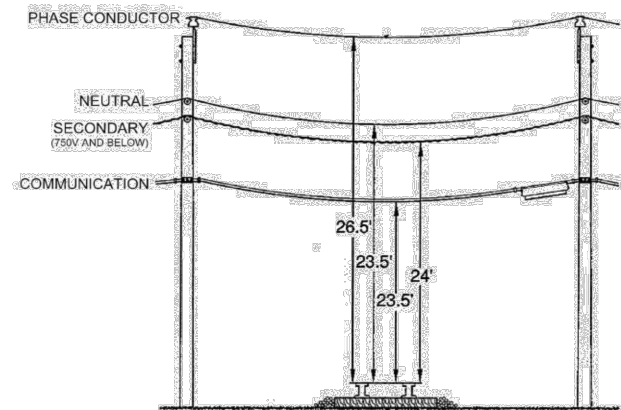
## RULES OF THE NESC AND THE NATIONAL ELECTRIC CODE (NEC) OVERLAP AT THE SERVICE POINT



## DRIVEWAYS, PARKING LOTS, AND ALLEYS



## LAND TRAVERSED BY VEHICLES, SUCH AS CULTIVATED, GRAZING, FOREST, ORCHARD, ETC.

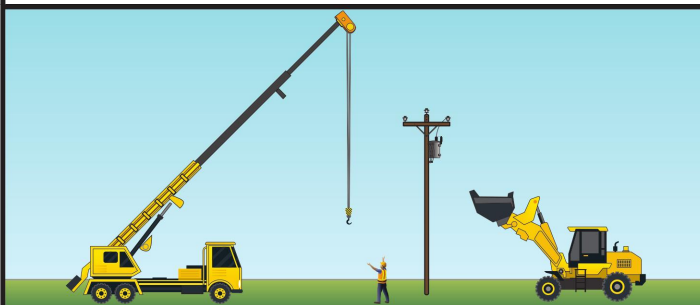


## RAILROADS



# OPERATION AND CUSTOMER CLEARANCES

## Crane / Derrick Transmission Clearance



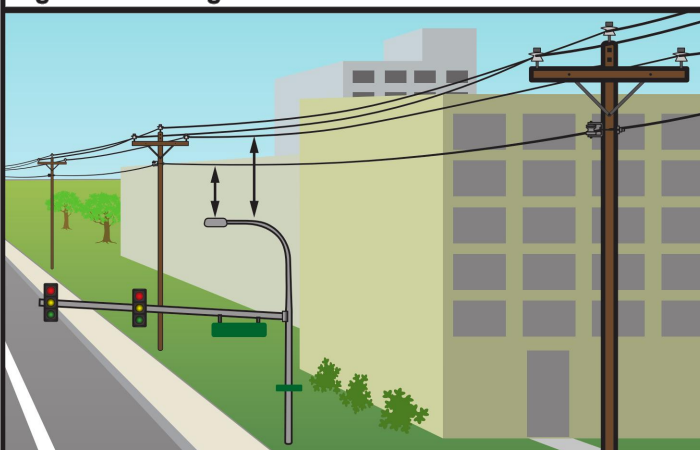
Crane / Derrick	Less than 50kV	Heavy machinery equipment (backhoes, front-end loaders, bulldozer, dump trucks)	Less than 50kV
Must Contact Electric Utility if maximum working radius in the work zone. See OSHA 1926.1408 (a) (2)	20 feet	Horizontal Minimum Clearance from. See OSHA 1926.600 (a) (6)	10 feet
Minimum Approach Distance, ONLY if Specific Controls in Place. See OSHA 1926.1408 (a) (2) (iii)	10 feet	Vertical Minimum Clearance from. See OSHA 1926.600 (a) (6)	10 feet

## Scissor Lift & Scaffolding Clearance



	Uninsulated Neutral Conductor	Insulated Line less than 300 Volts	Insulated Line less than 300 Volts to 750 volts	Uninsulated Lines 750 volts to 25 kV
Distance from Scaffold See OSHA 1926.451 (f) (4)	10 feet	3 feet	10 feet	10 feet
Worker or any conductive object See OSHA 1910.333 (c) (3) (i) (B)	Avoid Contact	1 feet	1 feet	2 feet

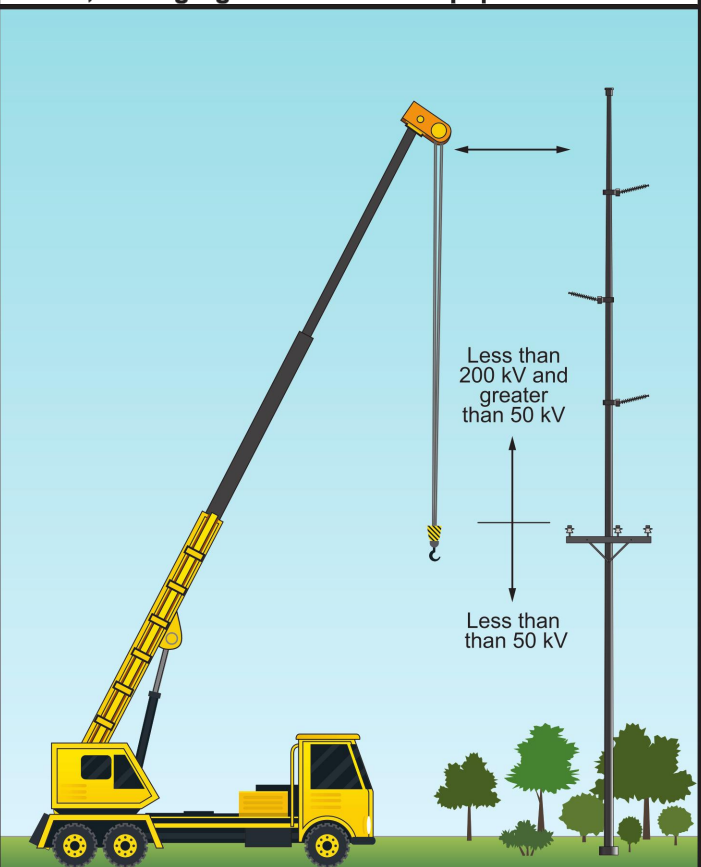
## Light / Traffic Signal Pole - Vertical



	Neutral	Triplex	750 volts to 25kV
Vertical - NESC 234B2	3 feet	3 feet	4.5 feet

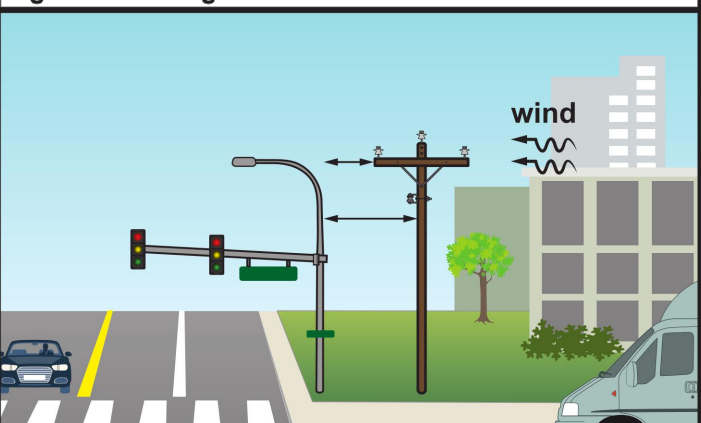
\* OSHA Minimum Clearances (typ. 10 ft.) apply when working on Light / Traffic Signal Pole See OSHA 1910.333 (c) (3) (i) (B)

## Crane, drilling rig & Mechanized Equipment Clearance



	Less than 50kV	Less than 200kV and Greater than 50
Must Contact Electric Utility if maximum working radius in the work zone. See OSHA 1926.1408 (a) (2)	20 feet	20 feet
Minimum Approach Distance, ONLY if Specific Controls in Place. See OSHA 1926.1408 (a) (2) (iii)	10 feet	15 feet

## Light / Traffic Signal Pole - Horizontal



	Neutral	Triplex	750 volts to 25kV
Horizontal - NESC 234B1	3 feet	3 feet	5 feet
Horizontal 50MPH Wind - NESC 234B1	3 feet	3 feet	4.5 feet

\* OSHA Minimum Clearances (typ. 10 ft.) apply when working on Light / Traffic Signal Pole See OSHA 1910.333 (c) (3) (i) (B)

GUIDE FOR OPERATION OF EQUIPMENT NEAR POWER LINES  
AND CUSTOMER OWNED POLES TO POWER LINES

SEE NESC AND OSHA FOR DETAILS AND EXCEPTIONS

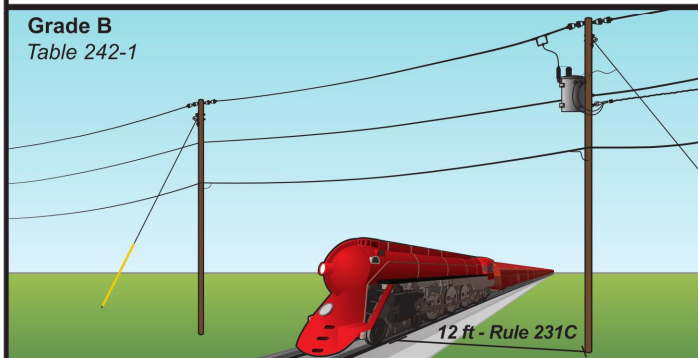
DRAWING COURTESY OF HI-LINE ENGINEERING

# APPLICATION GUIDE FOR 2017 NESC TABLE 232-1

## Railroads\*

Grade B

Table 242-1



Vertical Clearance at Largest Vertical Sag Table 232-1

Neutral or Comm.	Grounded Span Guy	TPX	7.2/12.5 kV	14.4/25 kV	19.9/35 kV
23.5 ft	24.0 ft		26.5 ft		

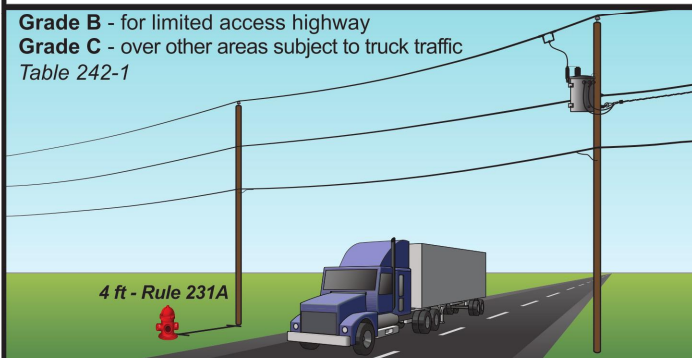
\*Railroad company may require greater clearance

## Trucks Over 8 Feet\*

Grade B - for limited access highway

Grade C - over other areas subject to truck traffic

Table 242-1



Vertical Clearance at Largest Vertical Sag Table 232-1

Neutral or Comm.	Grounded Span Guy	TPX	7.2/12.5 kV	14.4/25 kV	19.9/35 kV
15.5 ft	16.0 ft		18.5 ft		

\*DOT may require greater clearance

## Water - No Sailboats

Grade B - when a crossing permit is required

Table 242-1



Vertical Clearance at Largest Vertical Sag Table 232-1

Neutral or Comm.	Grounded Span Guy	TPX	7.2/12.5 kV	14.4/25 kV	19.9/35 kV
14.0 ft	14.5 ft		17.0 ft		

\*see NESC for sailboat clearances

## Over fields, orchards, forest, etc.



Vertical Clearance at Largest Vertical Sag Table 232-1

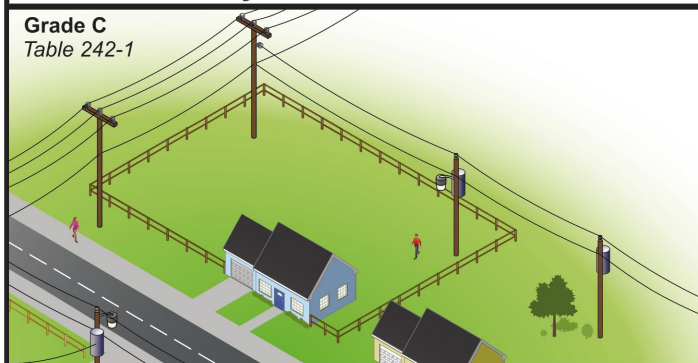
Neutral or Comm.	Grounded Span Guy	TPX	7.2/12.5 kV	14.4/25 kV	19.9/35 kV
15.5 ft	16.0 ft		18.5 ft		

\*used by vehicles over 8 feet tall or riders on horseback

## Pedestrians Only\*

Grade C

Table 242-1

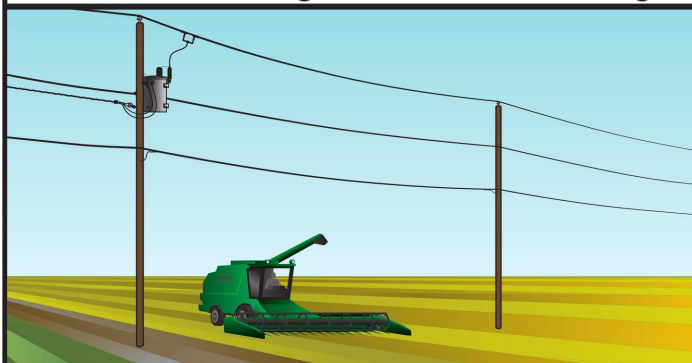


Vertical Clearance at Largest Vertical Sag Table 232-1

Neutral or Comm.	Grounded Span Guy	TPX	7.2/12.5 kV	14.4/25 kV	19.9/35 kV
9.5 ft	12.0 ft		14.5 ft		

\*Not normally used by trucks or riders on horseback (very steep hills, swamps, etc.)

## Oversized Vehicles - greater than 14 feet in height



Vertical Clearance at Largest Vertical Sag Table 232-1

Neutral or Comm.	Grounded Span Guy	TPX	7.2/12.5 kV	14.4/25 kV	19.9/35 kV
X + 1.5 ft	X + 2 ft		X + 4.5 ft		

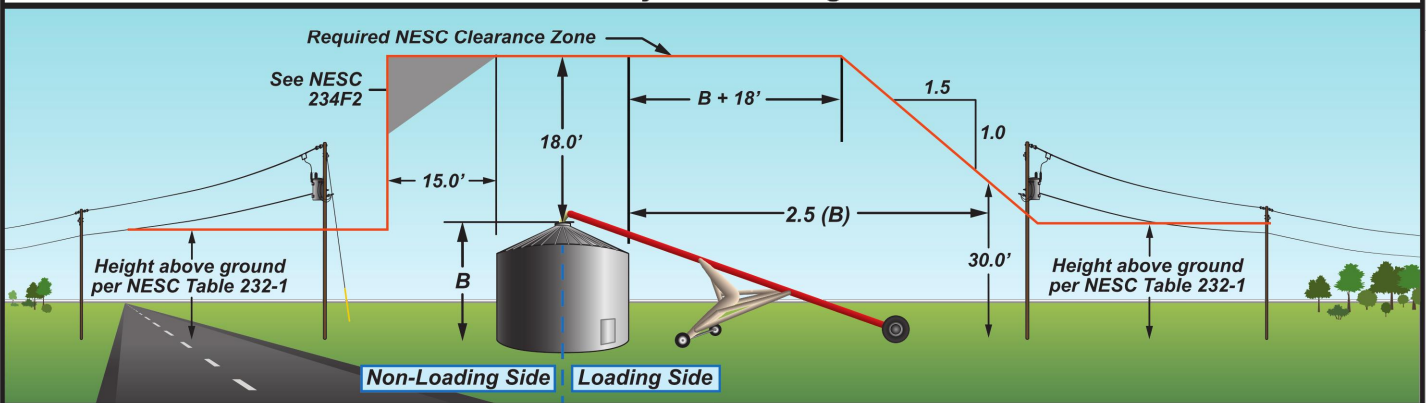
X = Known Height of oversized vehicle

SEE NESC AND OSHA FOR DETAILS AND EXCEPTIONS

DRAWING COURTESY OF HI-LINE ENGINEERING

# APPLICATION GUIDE FOR 2017 NESC

## Clearance Over\* or Near Grain Bins Loaded by Portable Auger NESC 234F2



$B$  = Vertical height to highest filling or probing port

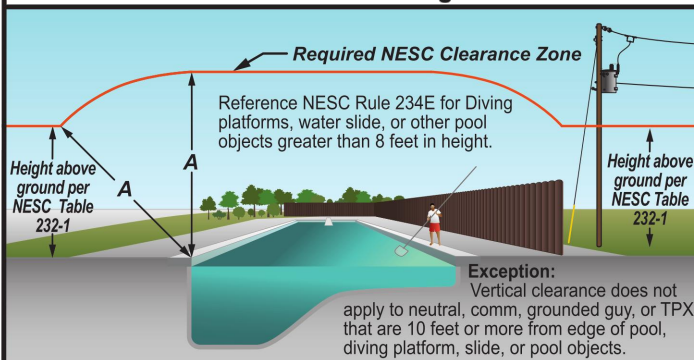
**Note:** If  $B > 12$  feet, vertical height of conductors is 30 feet at a distance equal to 2.5 times  $B$

\*Largest vertical sag

**Non-Loading Side is when use of portable auger is limited by:**

1. Permanent building/structure
2. Physical obstruction
3. Public road or other right of way
4. Designation or agreement

## Clearance Over\* or Near Swimming Pools NESC 234E1

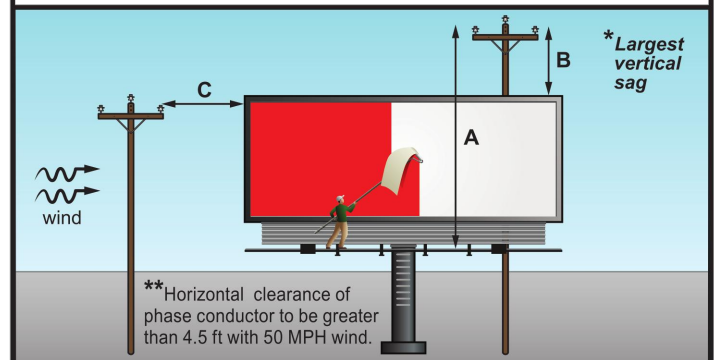


Neutral	TPX	7.2/12.5 kV	14.4/25 kV	19.9/35 kV
22.0 ft	22.5 ft	25.0 ft		

\*Largest vertical sag

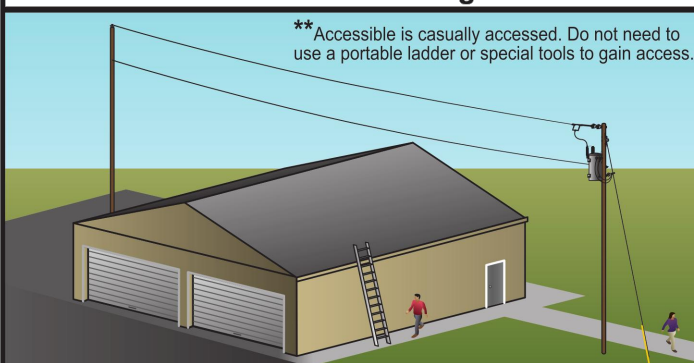
Aboveground pool with deck or ladder, clearance is from highest point upon which people can stand.

## Clearance Over\* or Near Billboards NESC 234C



	Neutral	TPX	7.2/12.5kV	14.4/25kV	19.9/35kV
A-Where personnel walk	10.5 ft	11.0 ft	13.5 ft		
B - Other Surface	3.0 ft	3.5 ft	8.0 ft		
C - Horizontal**	4.5 ft	5.0 ft	7.5 ft		

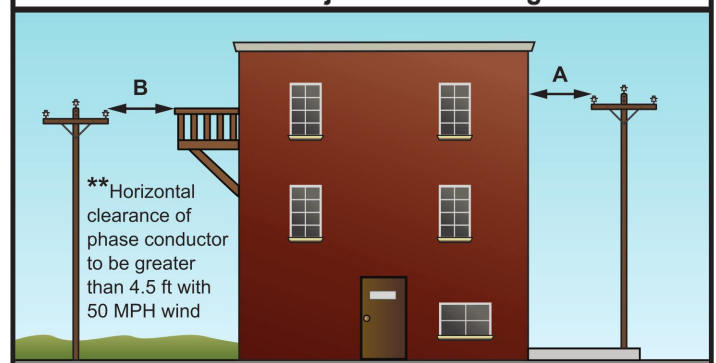
## Vertical Clearance Over\* Buildings NESC 234C



Roof	Neutral	TPX	7.2/12.5kV	14.4/25kV	19.9/35kV
Accessible**	10.5 ft	11.0 ft	13.5 ft		
Non-Accessible	3.0 ft	3.5 ft	12.5 ft		

\*Largest vertical sag

## Horizontal Clearance Adjacent to Buildings NESC 234C



	Neutral	TPX	7.2/12.5kV	14.4/25kV	19.9/35kV
A-To Walls**	4.5 ft	5.0 ft	7.5 ft		
B - Accessible Areas**	4.5 ft	5.0 ft	7.5 ft		

SEE NESC AND OSHA FOR DETAILS AND EXCEPTIONS

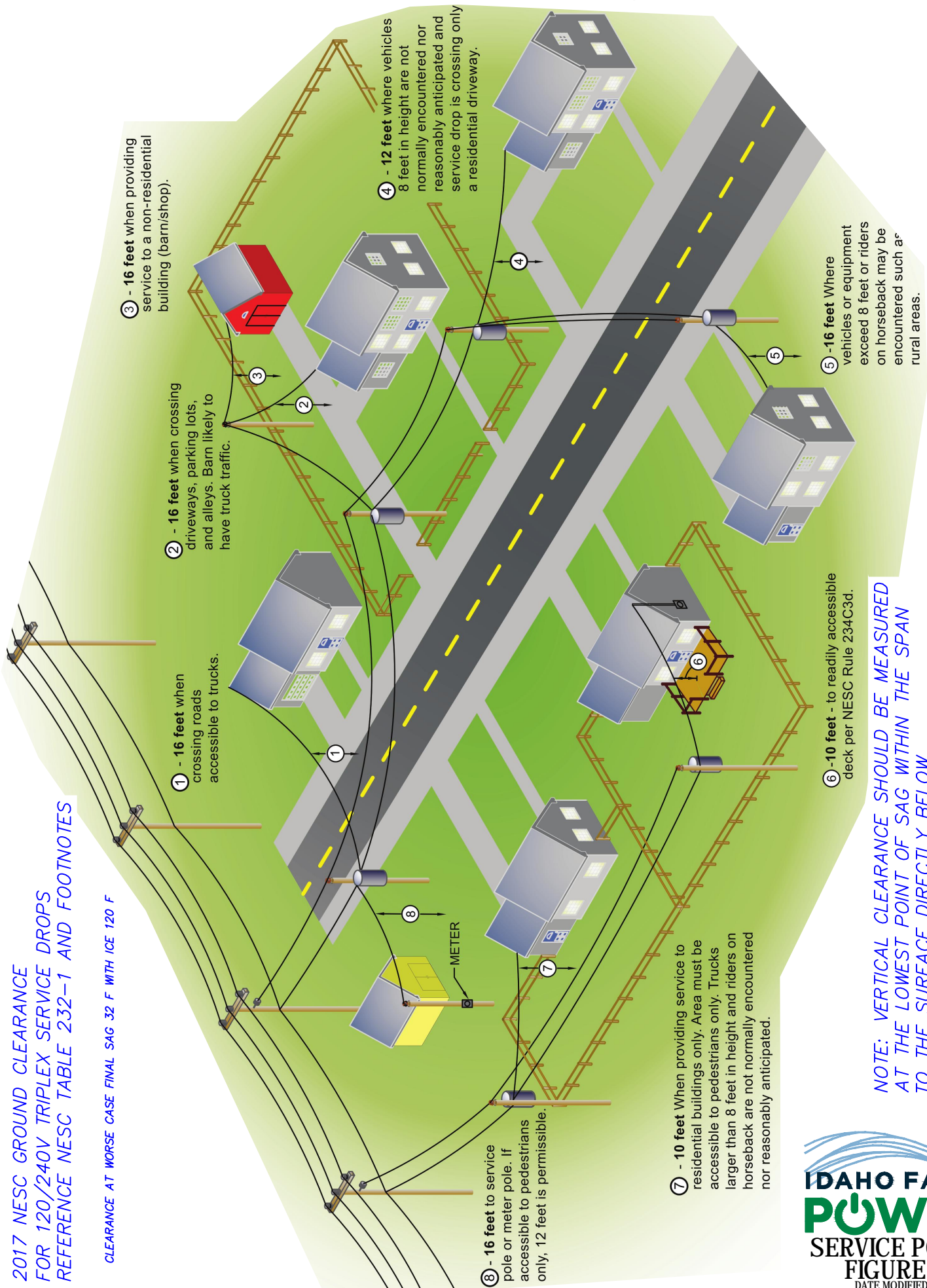
DRAWING COURTESY OF HI-LINE ENGINEERING



# GROUND CLEARANCES 2017 NESC

2017 NESC GROUND CLEARANCE  
FOR 120/240V TRIPLEX SERVICE DROPS  
REFERENCE NESC TABLE 232-1 AND FOOTNOTES

CLEARANCE AT WORSE CASE FINAL SAG 32 F WITH ICE 120 F

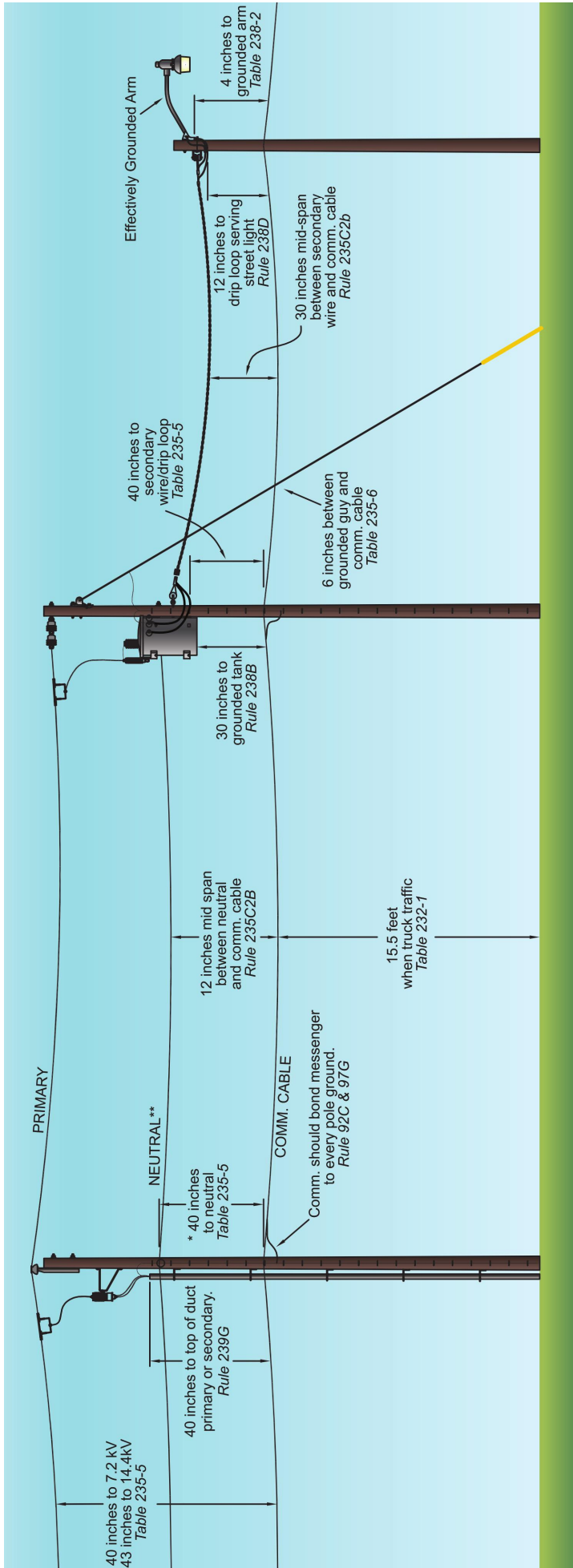


NOTE: VERTICAL CLEARANCE SHOULD BE MEASURED AT THE LOWEST POINT OF SAG WITHIN THE SPAN TO THE SURFACE DIRECTLY BELOW. TRUCKS ARE DEFINED AS ANY VEHICLE EXCEEDING 8 FEET IN HEIGHT.

# COMMUNICATION CABLE CLEARANCES

## SUMMARY OF NESC CLEARANCES TO COMMUNICATION CABLES

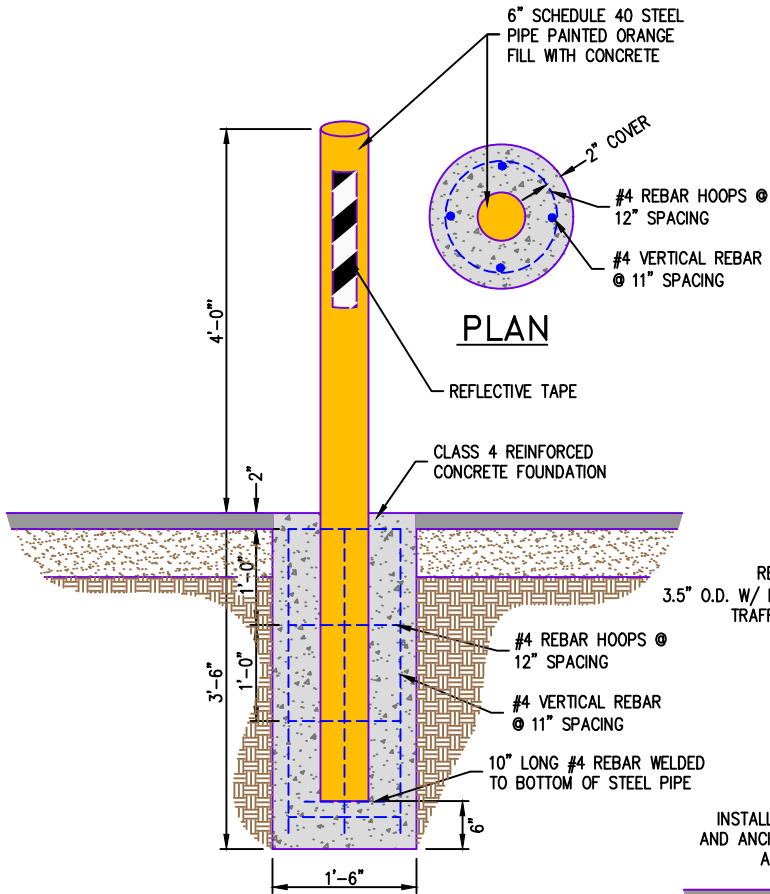
SEE NESC AND OSHA FOR DETAILS AND EXCEPTIONS



- \* 30 INCHES IS ALLOWED IF THE COMMUNICATION MESSENGER IS BONDED TO THE NEUTRAL THROUGHOUT THE SERVICE AREA. TABLE 235-5
- \*\* FIBER OPTIC CABLES IN THE SUPPLY SPACE (RULE 224A) WILL HAVE THE SAME REQUIRED CLEARANCE TO COMMUNICATION CABLES IN THE COMMUNICATION SPACE AS A MULT-GROUNDED NEUTRAL (RULE 235C)

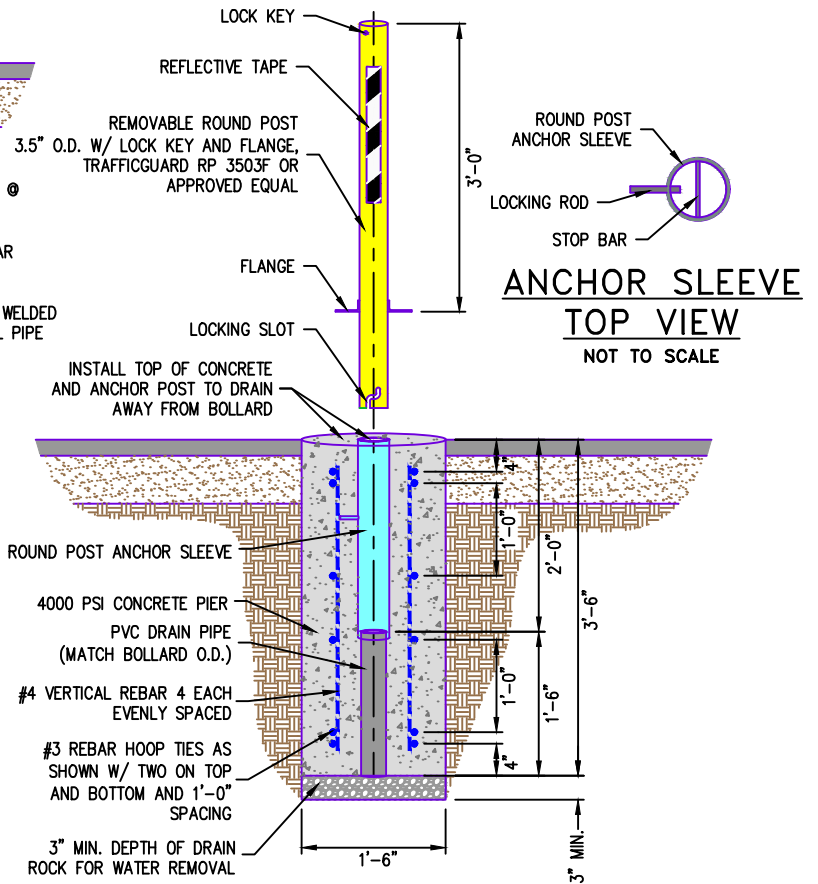
A COMMUNICATION WORKER SAFETY ZONE IS 40 INCHES OF CLEARANCE BETWEEN COMMUNICATION LINES AND SUPPLY LINES / EQUIPMENT PER RULE 235C4 & 238E

# BOLLARD DETAIL



## PERMANENT BOLLARD

SCALE - 1"=2'



## REMOVABLE BOLLARD

SCALE - 1"=2'

(SIEMENS VERSICHARGE)

The diagram shows a rectangular room with a blue border. The overall dimensions are 18' wide and 18' high. The width is divided into three sections: 5.5' on the left, 7' in the center, and 5.5' on the right. The height is divided into three sections: 5.5' at the top, 7' in the center, and 5.5' at the bottom. There are four chairs, each with a width of 0.75'. Two chairs are positioned in the top-left and top-right corners, and two are in the bottom-left and bottom-right corners. A red circle, representing a table, is located in the center of the room, with a diameter of 1.5'.

1. THIS SPECIFICATION IS FOR SIEMENS VERSICHARGE (VC30GRYU AND VCSG30GRYUW) WITH A VCPOST STATION POST.
2. INSTALL CONDUITS TO WITHIN 3" ABOVE CONCRETE PAD.
3. CONDUIT SHALL BE 1.5" DIAMETER.
4. INSTALL BELL ENDS AND CAP ALL CONDUITS.
5. THE PAD LOCATION SHALL BE COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY PRIOR TO PLACEMENT OF CONCRETE.
6. THE ELECTRIC VEHICLE PEDESTAL SHALL NOT BE INSTALLED UNTIL THE CONCRETE HAS CURED A MINIMUM OF (7) DAYS. IF THE TEMPERATURE IS EXPECTED TO DROP BELOW 40°F, THERMAL BLANKETS MUST BE USED FOR A MINIMUM PERIOD OF 72 HOURS.
7. DO NOT PLACE PAD ON THE FROZEN EARTH.
8. TOP OF THE ELECTRIC VEHICLE PEDESTAL PAD SHALL BE CONSTRUCTED TO A MINIMUM OF 4" ABOVE FINISHED GRADE.
9. THE WIRE MUST PROTRUDE 72" FROM THE SURFACE OF THE CONCRETE. USE #6 AWG, 75°C COPPER WIRE TO CONNECT TO SUPPLY CIRCUIT.
10. RECOMMEND USING 4x3/8"—16 S/S L-HOOK 8" ANCHOR BOLTS. THE CENTER OF
11. THE PAD MUST BE PLACED MINIMUM 36" BEHIND THE CURB IF THERE IS NO WHEEL STOP OR MINIMUM 12" BEHIND THE CURB IF THERE IS A WHEEL STOP.
12. CONSULT ELECTRICIAN FOR TYPE OF CONDUIT TO BE USED.
13. CONSULT MANUFACTURER FOR MOUNTING AND ASSEMBLY INSTRUCTIONS.



# ELECTRICAL VEHICLE CHARGER ASSEMBLY INSTRUCTIONS

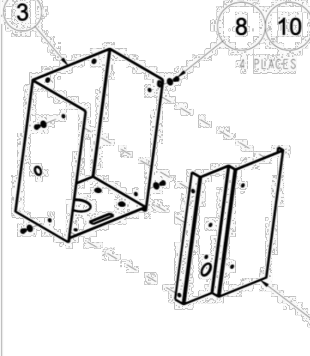
## SIEMENS

### Assembly Instructions

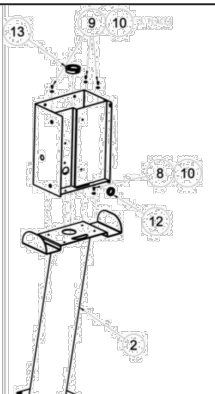
1. Make sure power to the circuit is off before beginning assembly
2. See last page for mounting the post and leveling instructions below, feed wiring through the post out of circular cutout
3. Attach the mid-panel to the enclosure using qty 4 x #10-32 X 3/8", tamper resistant screws
4. Attach the enclosure to the post using qty 3 x #10-32 X 3/8", button head socket cap screws and qty 1 x #10-32 X 3/8", tamper resistant screw, install bushing, feed wiring into the enclosure and out of the mid-panel
5. Attach the U-bracket to the mid-panel using qty 2 x #10-32 X 3/8", button head socket cap screws
6. Attach the wall mount bracket to the mid-panel using qty 2 x #10-32 X 3/8", button head socket cap screws
7. Hardwire VersiCharge (see "VersiCharge Wiring Instructions" below)
8. Slide the VersiCharge into the wall mount bracket
9. Attach the enclosure top to the enclosure using qty 2 x #10-32 X 3/8", tamper resistant screws, a padlock (sold separately) may be used to supplement connection
10. Replace four cover Phillips closure screws with qty 4 x #8-32 X 3/4", tamper resistant screws
11. Restore power, charger will turn on



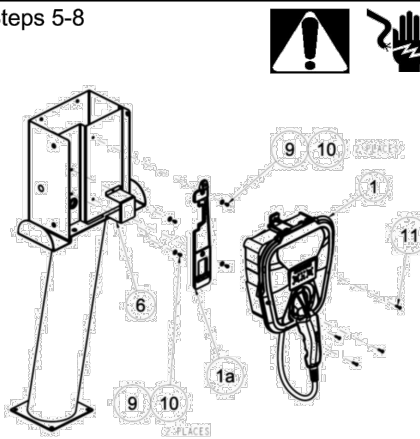
Step 3



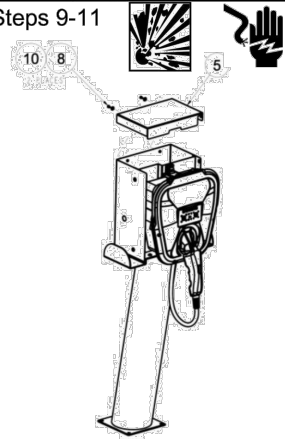
Step 4



Steps 5-8



Steps 9-11

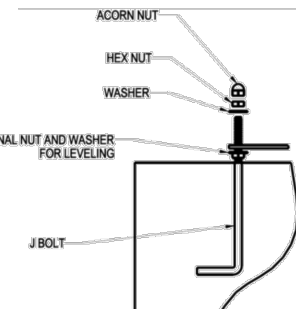


### VersiCharge Wiring Instructions

Please consider all safety warnings in the VersiCharge Installation and Operation manual (document # 813776) prior to wiring. The post product is compatible with the VC30GRYU product and the VCSG30GRYUW product. To reduce the risk of fire, connect only to a circuit provided with 40 amperes maximum branch circuit overcurrent protection in accordance with the ANSI/NFPA 70 National Electrical Code. VersiCharge EV charging stations can draw up to 30A at 240 VAC, 50/60 Hz (7.2kW of power). Use 6-8 AWG, 75°C copper wire to connect to supply circuit. Refer to section 3.4 of the VersiCharge Installation and Operations Manual for instruction on removing the cord-and-plug assembly and steps for hardwired installation. Ensure breaker is off during all electrical work.

### Leveling

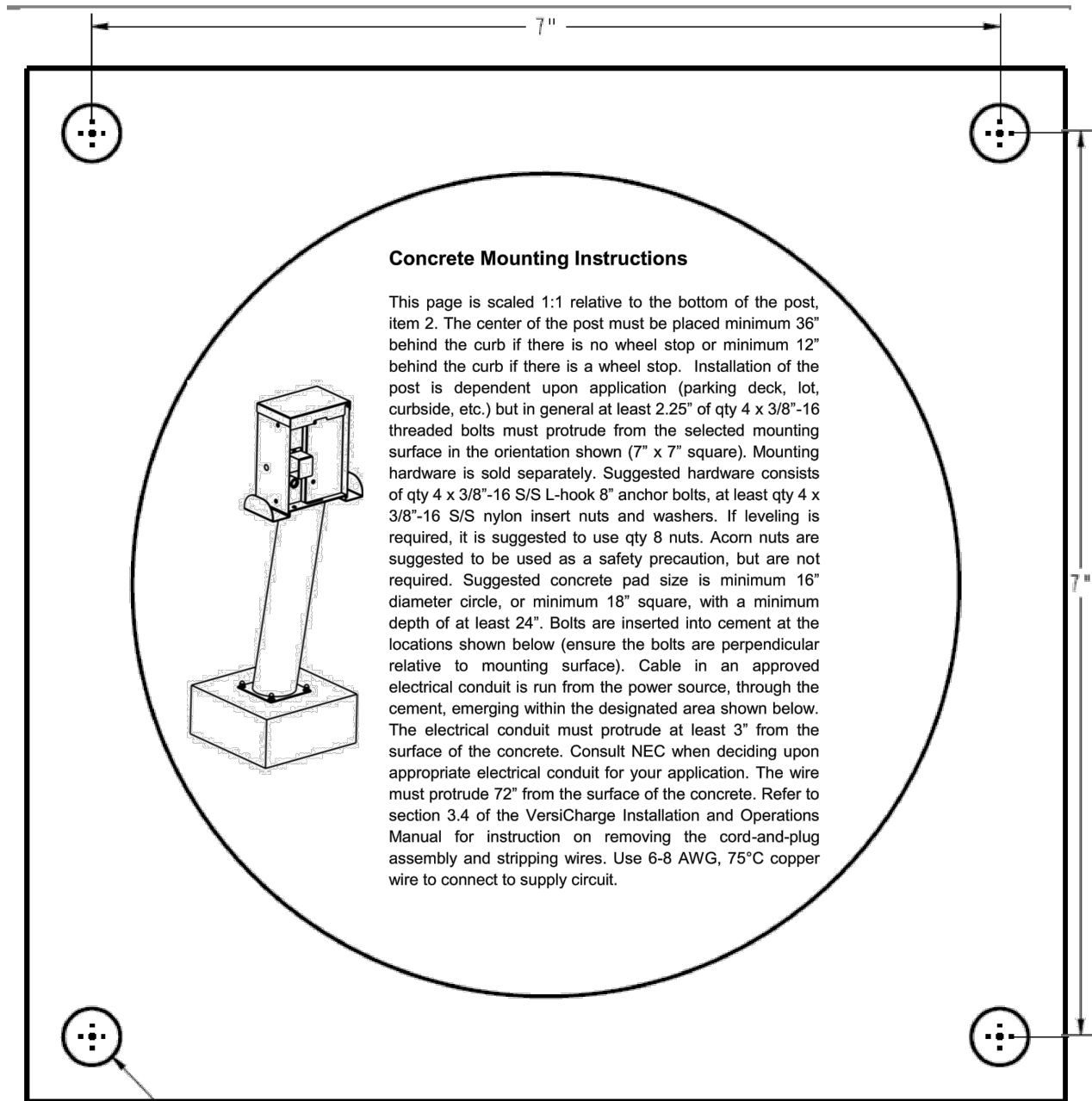
Should the concrete pad not be level, hex nuts and washers may be placed between post and concrete pad. This method will cause a gap between the base of the post and cement, increase conduit height above cement accordingly (minimum of 3"). See next page for post mounting instructions.





# ELECTRICAL VEHICLE CHARGER MOUNTING INSTRUCTIONS

## SIEMENS



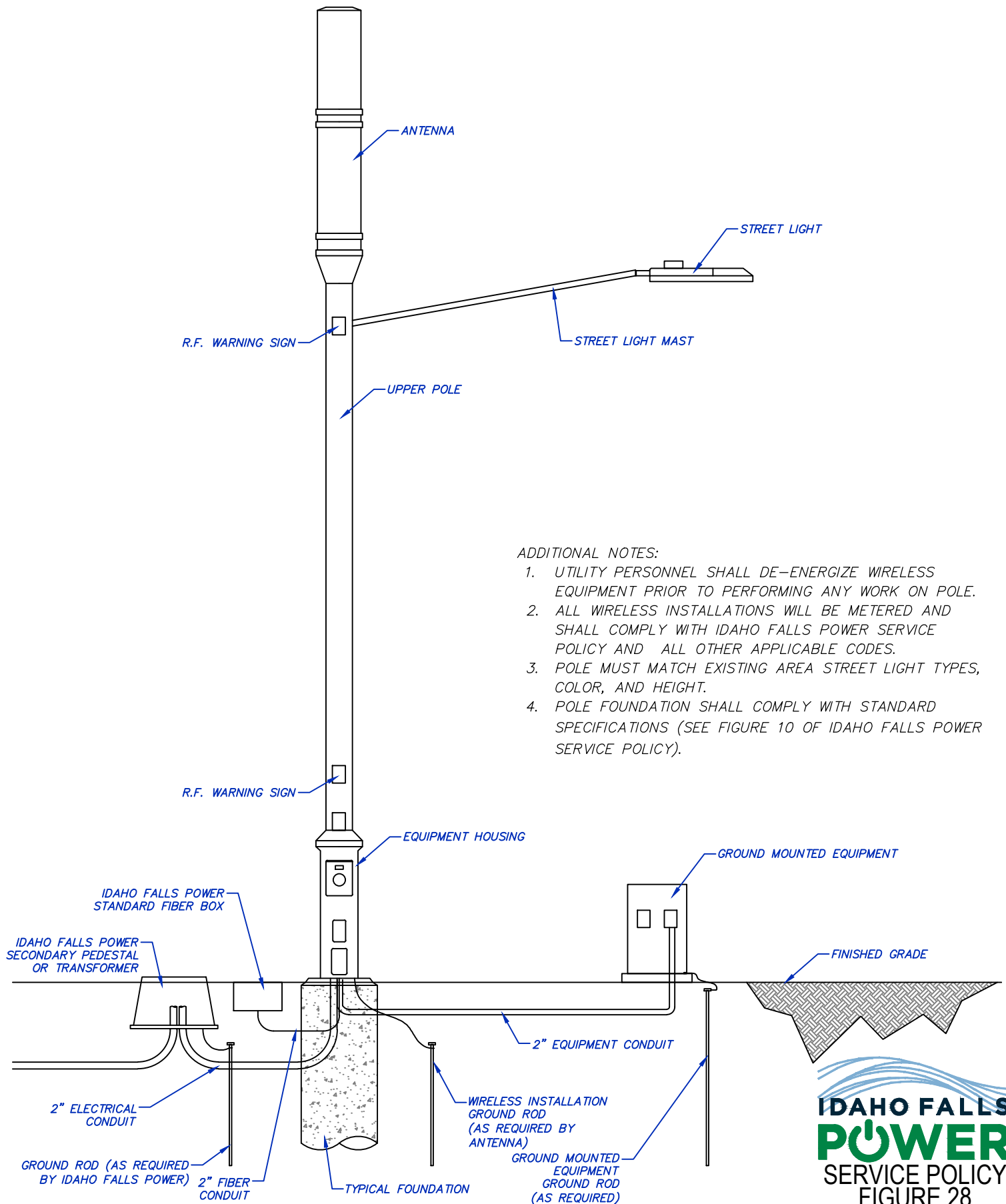
3/8" CONCRETE MOUNTING  
HARDWARE NOT SUPPLIED

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trademark of the National Fire Protection Association

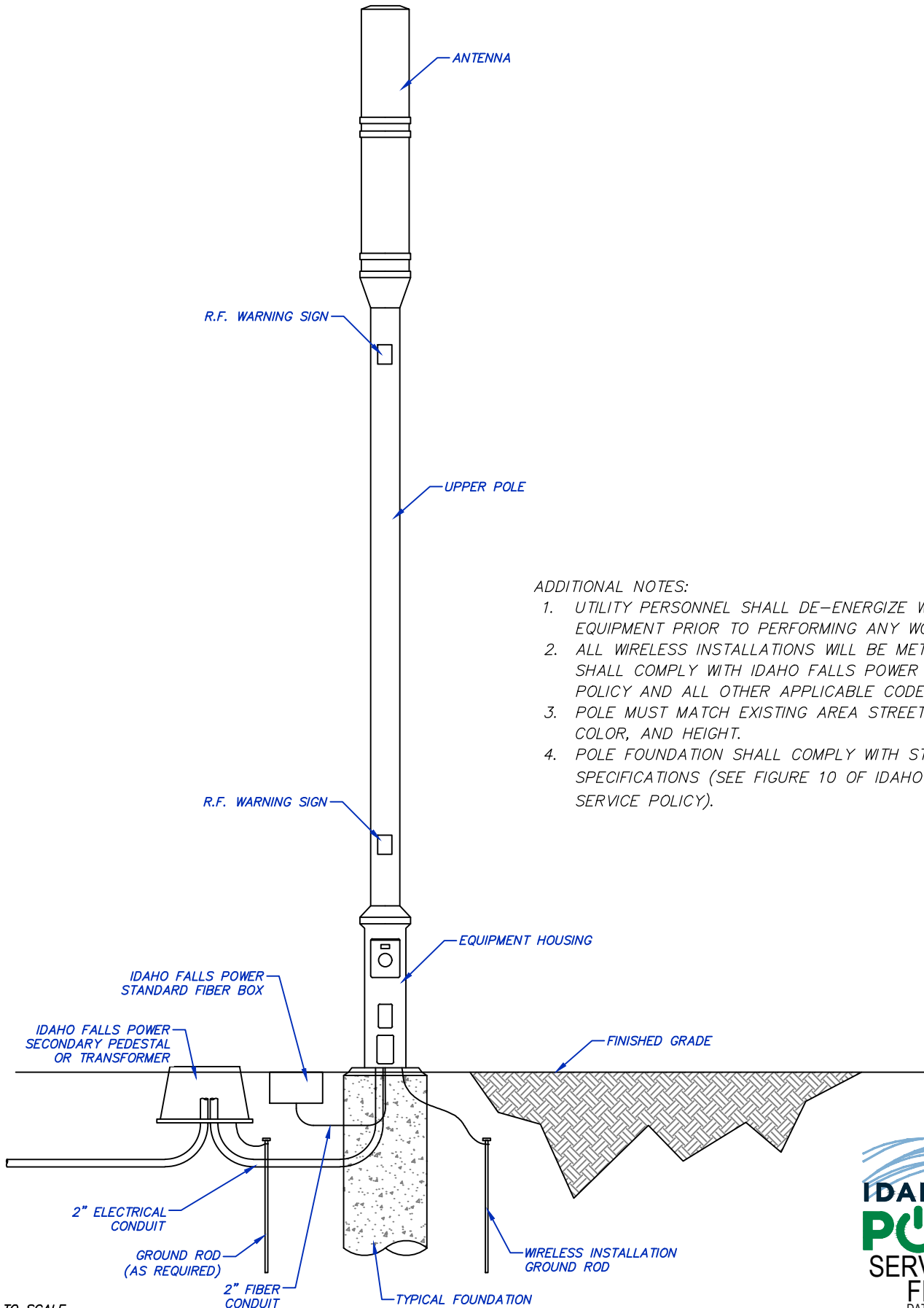
Page 3 of 4

# WIRELESS ANTENNA STEEL STREET LIGHT (PADMOUNTED EQUIPMENT)



NOT TO SCALE

# WIRELESS ANTENNA (STEEL MONO POLE)



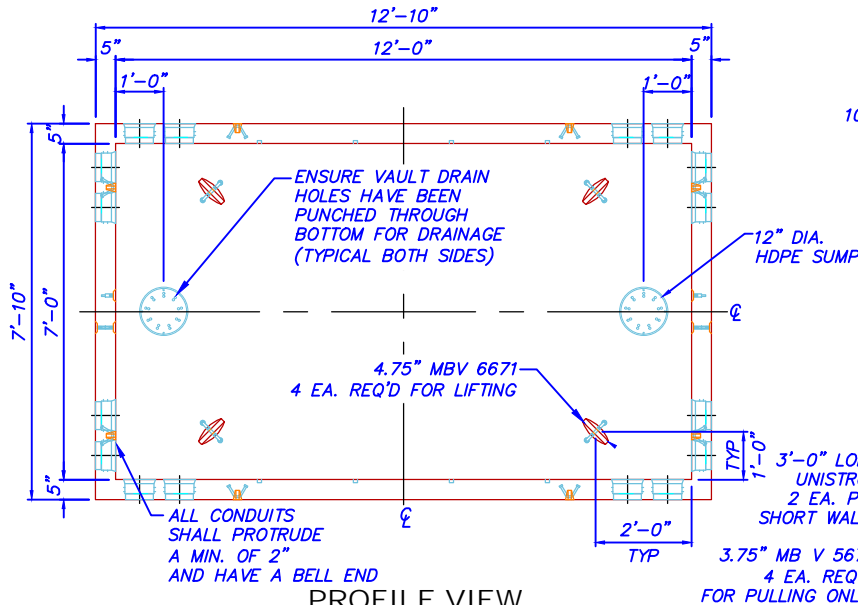
## ADDITIONAL NOTES:

1. UTILITY PERSONNEL SHALL DE-ENERGIZE WIRELESS EQUIPMENT PRIOR TO PERFORMING ANY WORK ON POLE.
2. ALL WIRELESS INSTALLATIONS WILL BE METERED AND SHALL COMPLY WITH IDAHO FALLS POWER SERVICE POLICY AND ALL OTHER APPLICABLE CODES.
3. POLE MUST MATCH EXISTING AREA STREET LIGHT TYPES, COLOR, AND HEIGHT.
4. POLE FOUNDATION SHALL COMPLY WITH STANDARD SPECIFICATIONS (SEE FIGURE 10 OF IDAHO FALLS POWER SERVICE POLICY).

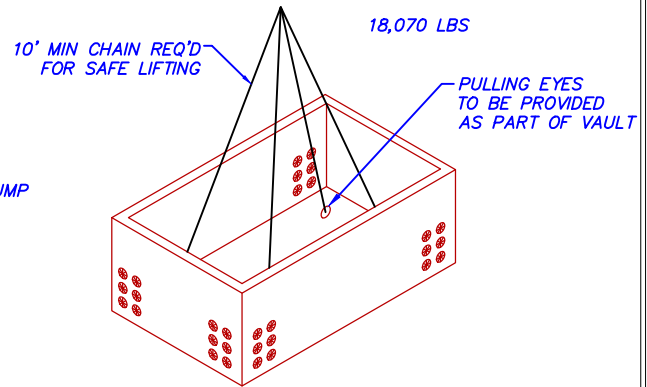
NOT TO SCALE

# 7' X 12' VAULT

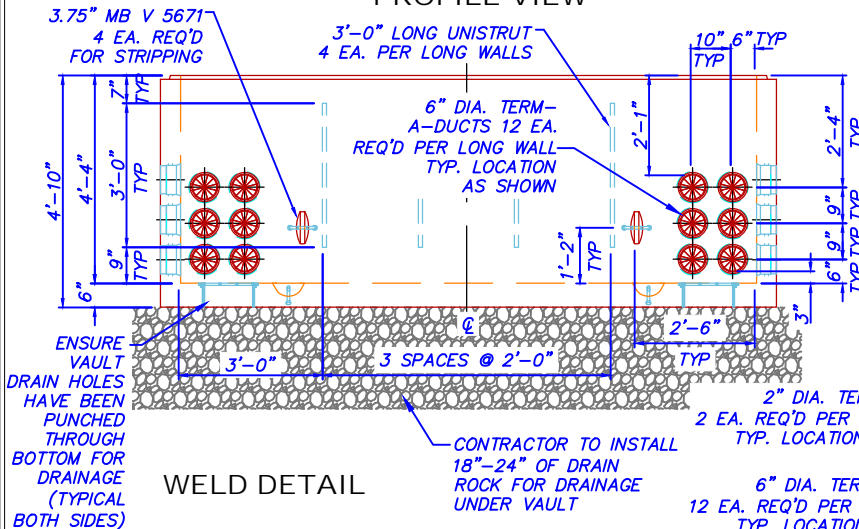
### PLAN VIEW



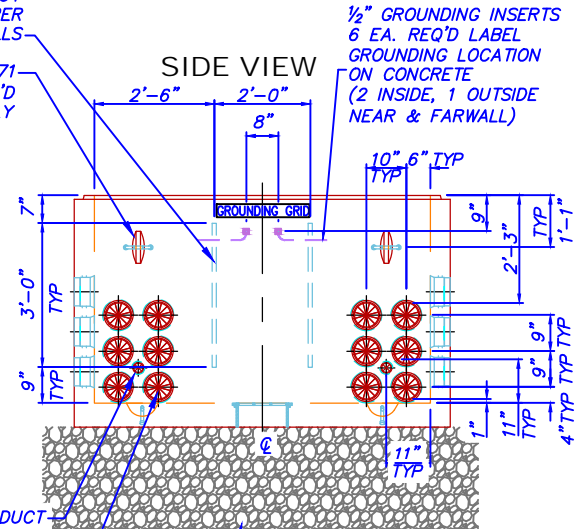
### LIFTING DIAGRAM (ISOMETRIC)



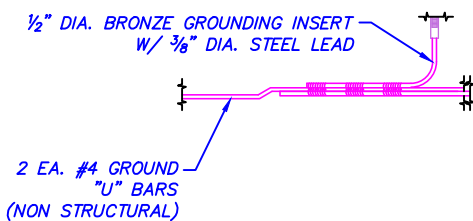
### PROFILE VIEW



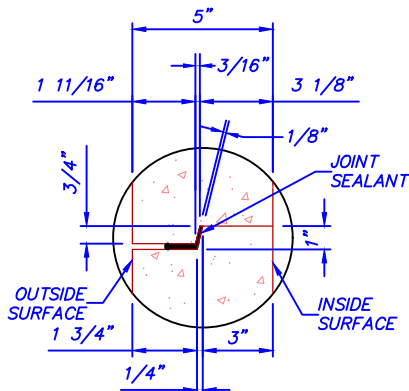
SIDE VIEW



## WELD DETAIL



## JOINT DETAIL



## † GENERAL NOTES

1. MIN. DESIGN CRITERIA PER ACI-318 CODE & AS NOTED.
2. DESIGN LOADING:
  - 2.1 300 PSF PEDESTRIAN LOAD.
  - 2.2 SOIL WEIGHT = 120 PCF
  - 2.3 DEPTH OF OVERBURDEN:  
0'-0" MIN. TO 2'-0" MAX.
  - 2.4 ASSUMED WATER TABLE:  
5'-0" BELOW GRADE.
  - 2.5 EQUIV. FLUID PRESSURE = 40 PCF
  - 2.6 LATERAL LIVE LOAD SURCHARGE  
PER CODE.
3. CONCRETE 28 DAY COMPRESSIVE STRENGTH: 5,000 PSI (MIN)  
STRIPPING STRENGTH: 2,500 PSI (MIN)
4. STEEL REINFORCING:  
BAR: ASTM A-615 GRADE 60
5. CEMENT: TYPE II/V, ASTM C-150 SPECIFICATION  
FLYASH: CLASS F, ASTM C-618 SPECIFICATION
6. CONTRACTOR TO VERIFY PROPER DRAINAGE INSIDE OF VAULT
7. CONTRACTOR TO GROUT OR SEAL AROUND EACH CONDUIT  
THAT EXTENDS INSIDE OF THE VAULT
8. CONTRACTOR SHALL EXTEND CONDUIT A MIN. OF 2" INSIDE  
OF VAULT AND CONTRACTOR SHALL INSTALL BELL ENDS

## BASE PART BOM

QTY	DESC
4 EA.	4.75" MBV 8671
8 EA.	3.75" MBV 5671
48 EA.	TERM-A-DUCT 6"
2 EA.	GROUNDING GRID
2 EA.	GROUND ROD
4 EA.	TERM-A-DUCT 2" W/ SEAL
36 FT	UNISTRUT P3200
2 EA.	SUMP W/ LID
4.25 YDS	MIX #1 SCC WETCAST
17,850 LBS	HANDLING WEIGHT

DRAWING COURTESY OF  
OLDCASTLE INFRASTRUCTURE

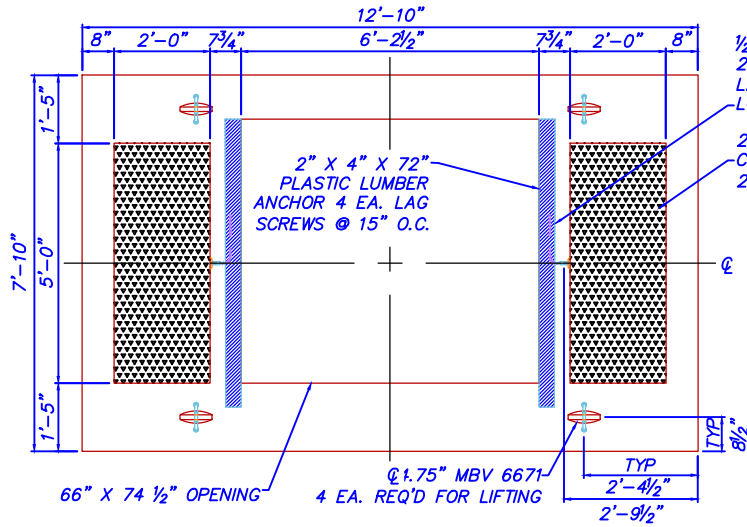


**IDAHO FALLS**  
**POWER**  
 SERVICE POLICY  
 FIGURE 30  
 DATE MODIFIED: 1/19/2021

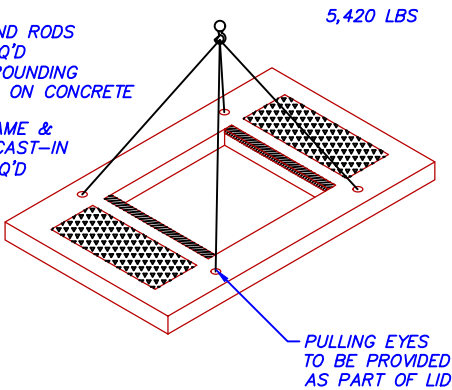
NOT TO SCALE

# 7' X 12' VAULT LID

PLAN VIEW



LIFTING DIAGRAM (ISOMETRIC)



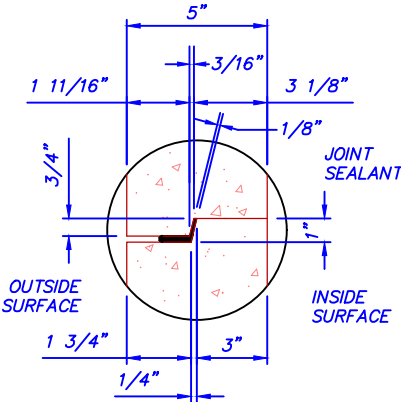
PROFILE VIEW



SIDE VIEW



JOINT DETAIL



LID PART BOM

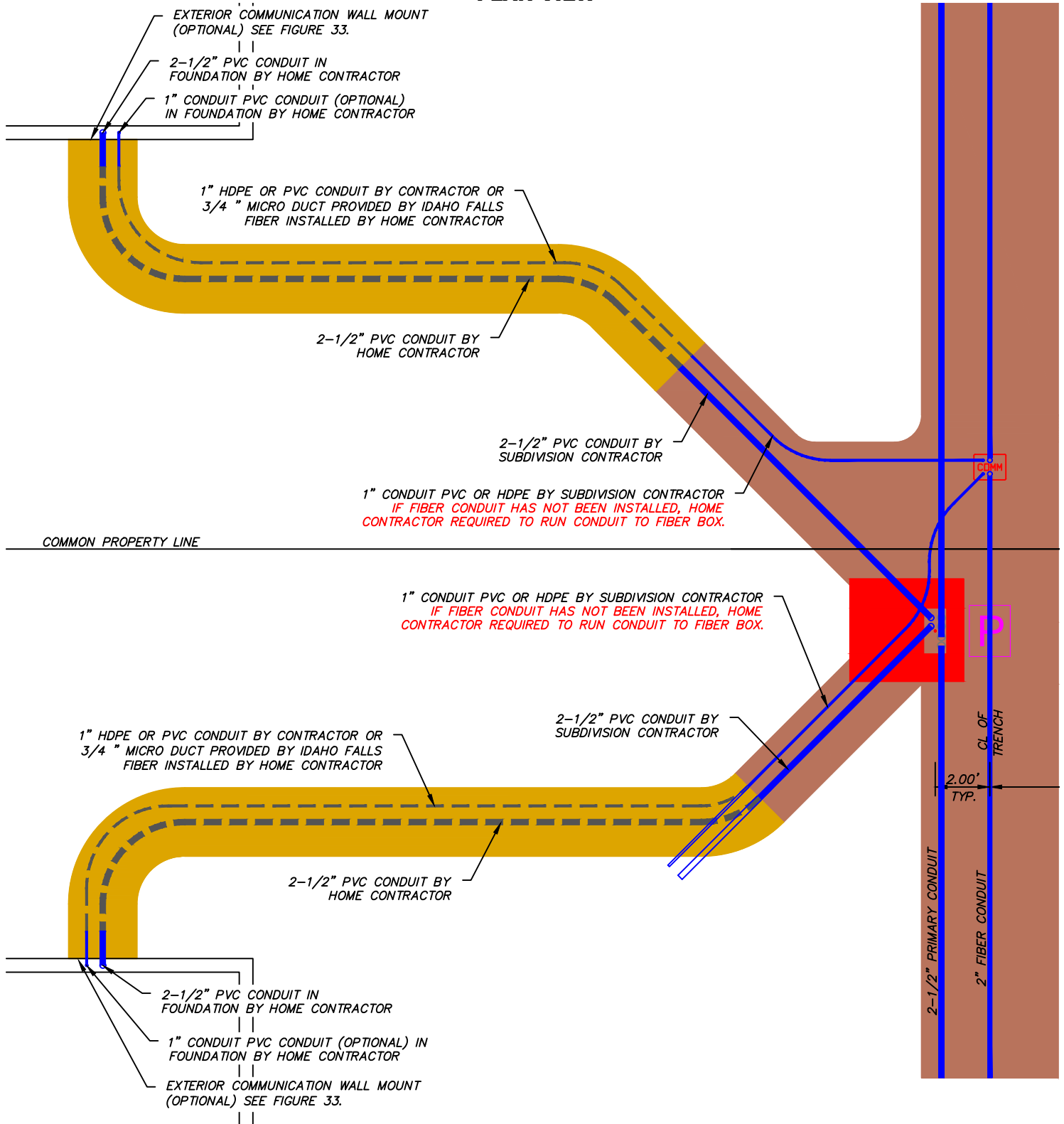
QTY	DESC
4 EA.	4.75" MB V 6671
2 EA.	GROUND RODS
2 EA.	25 TA FRAME
2 EA.	25 TA COVER
11'-0"	PLASTIC LUMBER
1.63 YDS	MIX #1 SCC WETCAST
6,846 LBS	HANDLING WEIGHT
	#5 BAR
	#4 BAR

- MIN. DESIGN CRITERIA PER ACI-318 CODE & AS NOTED.
- DESIGN LOADING:
  - 300 PSF PEDESTRIAN LOAD.
  - SOIL WEIGHT = 120 PCF
  - DEPTH OF OVERBURDEN: 0'-0"
  - ASSUMED WATER TABLE: 5'-0" BELOW GRADE.
  - EQUIV. FLUID PRESSURE = 40 PCF
  - LATERAL LIVE LOAD SURCHARGE PER CODE.
- CONCRETE 28 DAY COMPRESSIVE STRENGTH: 5,000 PSI (MIN)
- STEEL REINFORCING:  
BAR: ASTM A-615 GRADE 60
- CEMENT: ASTM C-150 SPECIFICATION.
- USE STD REBAR
- CONCRETE STRENGTH: 5,000 PSI
- 2,500 PSI MINIMUM STRIPPING STRENGTH REQUIRED
- CONTRACTOR TO SEAL LID TO VAULT

DRAWING COURTESY OF  
OLDCASTLE INFRASTRUCTURE

# FIBER / POWER SECONDARY TRENCH

## PLAN VIEW



**DISTANCES MAY VARY - SEE ELECTRICAL SITE PLANS PRIOR TO CONSTRUCTION**



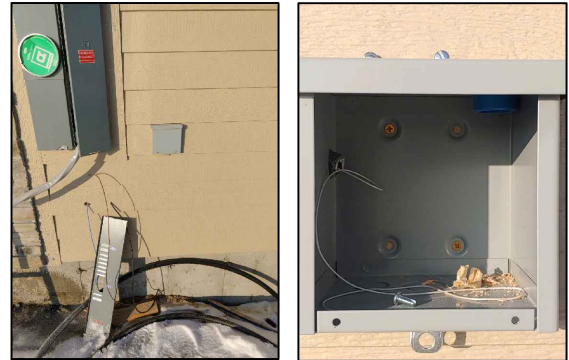
# FIBER WALL MOUNTS

## EXAMPLES AND RECOMMENDATIONS

**EXAMPLE 1 OF EXTERIOR COMMUNICATION WALL MOUNT**



**EXAMPLE 2 OF EXTERIOR COMMUNICATION WALL MOUNT**



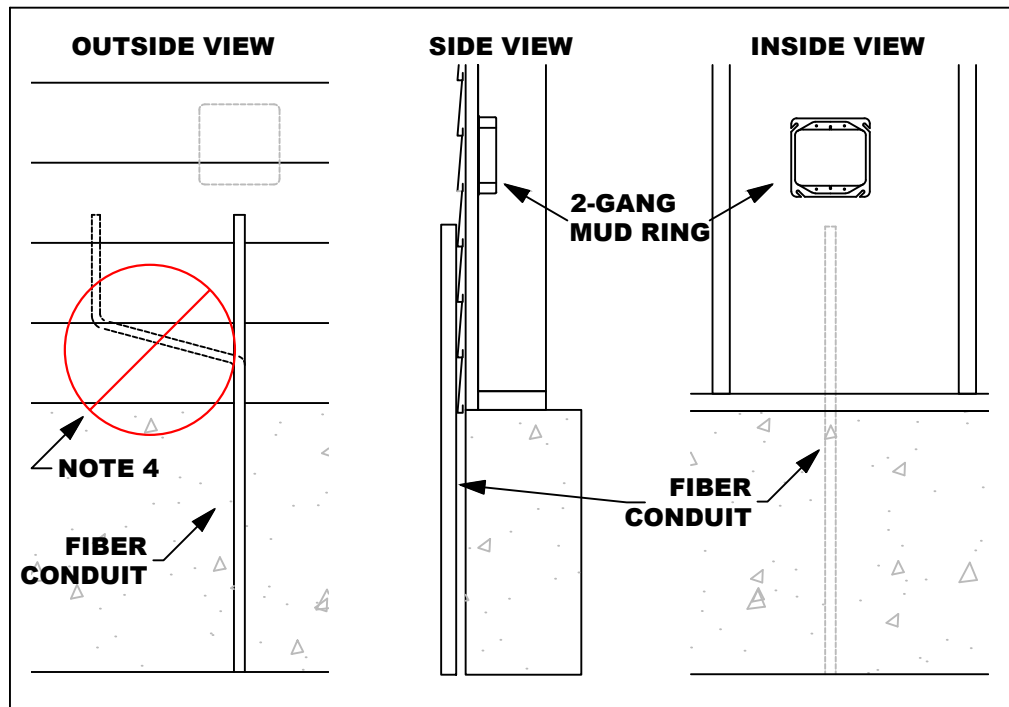
**EXAMPLE 3 OF EXTERIOR COMMUNICATION WALL MOUNT**



### NOTES:

1. FOR CONSTRUCTIONS SIMILAR OR EQUIVALENT TO EXAMPLE 1: IT IS SUGGESTED THAT THE 110V OUTLET BE PLACED IN A CORNER OF THE INTERIOR OF THE ENCLOSURE.
2. FOR CONSTRUCTIONS SIMILAR OR EQUIVALENT TO EXAMPLE 2 OR 3: IT IS SUGGESTED THAT THE ENCLOSURES BE A MINIMUM OF 30 CUBIC INCHES AND THAT BOTH THE MICRODUCT (TUBING FROM THE SECONDARY PEDESTAL) AND INTERDUCT (TUBING TO THE INTERIOR OF THE HOME) ARE CONTAINED IN THE ENCLOSURE.
3. FOR A LIST OF RECOMMENDED WALL MOUNTS CONTACT IDAHO FALLS FIBER.
4. ZERO BENDS IN FIBER CONDUIT.

### PREFERRED METHOD OF FIBER INSTALLATION



# Memorandum

File #: 21-813

City Council Meeting

**FROM:** Mark Hagedorn, Finance Manager/Treasurer  
**DATE:** Friday, February 24, 2023  
**DEPARTMENT:** Municipal Services

## Subject

Treasurer's Report for December 2022

## Council Action Desired

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

Accept and approve the Treasurer's Report for the month-ending December 2022 (or take other action deemed appropriate).

## Description, Background Information & Purpose

A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending December 2022, total cash, and investments total \$152.6M. Total receipts received and reconciled to the general ledger were reported at \$16.9M, which includes revenues of \$12.0M and interdepartmental transfers of \$4.9M. Total distributions reconciled to the general ledger were reported at \$18.4M, which includes salary and benefits of \$6.1M, operating costs of \$7.4M and interdepartmental transfers of \$4.9M. As reported in the attached investment report, the total investments reconciled to the general ledger were reported at \$141.7M.

## Alignment with City & Department Planning Objectives



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

## Interdepartmental Coordination

Not applicable.

## Fiscal Impact

Not applicable.



**Legal Review**

Not applicable.



City-Wide Actual Cash & Investments by Fund

FY 2022-2023 December

#	FUND	Beginning Cash & Investments	Interest Earned	Total Receipts	Total Disbursements	Ending Cash & Investments	FY 2021-2022 December
1	GENERAL	18,981,214	28,179	2,860,281	5,169,954	16,671,541	11,428,612
10	STREET	7,131,541	10,550	194,787	523,073	6,803,255	2,641,800
11	RECREATION	(102,978)	(152)	180,245	186,806	(109,539)	713,071
12	LIBRARY	3,591,021	5,312	45,992	223,313	3,413,700	3,379,020
13	AIRPORT PFC FUND	1,996,698	2,954	100,112	-	2,096,810	837,752
14	MUNICIPAL EQUIP. REPLCMT.	-	-	-	-	-	6,657,297.93
15	EL. LT. WEATHERIZATION FD	(10,707.62)	-	-	-	(10,708)	3,798,883
16	BUSINESS IMPRV. DISTRICT	75,555	112	369	38,500.00	37,424	83,329
18	GOLF	(64,941)	(96)	131,371	247,357	(180,927)	(418,658)
19	RISK MANAGEMENT	3,404,970	5,185	257,591	50,561	3,612,000	3,470,684
20	SELF-INSURANCE FD.	4,511,729	6,674	11,196	-	4,522,925	4,640,273
23	EMERGENCY MEDICAL SERVICES	493,393	730	697,663	589,634	601,422	(664,899)
24	WILDLAND	608,064	900	76,326	779	683,611	842,516
32	POLICE IMPACT FEES	65,109	96	2,895	-	68,003	-
33	FIRE IMPACT FEES	20,253	30	1,037	-	21,290	-
34	PARKS IMPACT FEES	46,826	69	2,897	-	49,723	-
35	STREETS IMPACT FEES	249,228	369	12,142	-	261,370	-
41	MUNICIPAL CAPITAL IMP.	2,300,705	3,403	14,302	9,961.34	2,305,045	2,169,877.19
42	STREET CAPITAL IMPROVEMENT	1,042,061	1,542	34,337	150,527	925,871	908,042.63
43	BRIDGE & ARTERIAL STREET	948,442	1,403	6,788	-	955,229	837,797.52
45	SURFACE DRAINAGE	160,464	237	874	-	161,338	189,480.22
46	TRAFFIC LIGHT CAPITAL IMPRV.	1,325,793	1,961	64,415	187,019.38	1,203,188	1,304,181.60
47	PARKS CAPITAL IMPROVEMENT	(334,988)	(496)	1,875	496	(333,609)	(262,813.57)
49	ZOO CAPITAL IMPROVEMENT	460,270	681	1,208	17,749	443,729	397,697.38
50	CIVIC AUDITORIUM CAPITAL IMP.	202,915	300	504	-	203,419	205,157.42
51	GOLF CAPITAL IMP.	139,224	206	11,227	-	150,451	(1,457,069.85)
52	POLICE CAPITAL IMPROVEMENT	1,180	-	-	1,154,302	(1,153,122)	(1,661,519.88)
60	AIRPORT	7,150,709	10,578	414,158	561,903	7,002,965	571,052.73
61	WATER	18,735,421	27,715	1,080,751	668,627	19,147,545	17,275,908.08
62	SANITATION	5,977,168	8,842	479,889	361,846	6,095,211	5,750,999.76
64	IDAHO FALLS POWER	46,359,482	67,933	6,665,940	6,410,845	46,614,578	32,154,493.45
67	FIBER	(930,565)	(1,377)	2,419,411	1,224,677	264,168	(2,267,357.24)
68	WASTEWATER	29,627,816	43,829	1,119,477	664,628	30,082,664	28,652,251.14
TOTAL		154,163,068	227,670	16,890,059	18,442,556	152,610,572	122,177,860



City-Wide Anticipated Revenue to Actual by Fund

FY 2022-2023 December

#	Fund	Adjusted Budget	December 2022 Receipts	YTD Total Receipts	Difference- Unrealized Revenue	% of Actual to Budget
1	GENERAL FUND	64,377,027	1,958,270	7,245,039	(57,131,988)	11.25%
10	STREET FUND	8,285,900	253,095	2,032,001	(6,253,899)	24.52%
11	RECREATION FUND	2,522,188	168,324	372,411	(2,149,777)	14.77%
12	LIBRARY FUND	2,946,465	45,889	123,966	(2,822,499)	4.21%
13	AIRPORT PFC FUND	-	100,112	233,334	233,334	-
14	MERF Fund	-	-	-	-	-
15	EL PUBLIC PURPOSE FUND	-	-	-	-	-
16	BUS IMP DISTRICT	115,000	369	1,905	(113,095)	1.66%
18	GOLF FUND	3,402,314	126,012	430,880	(2,971,434)	12.66%
19	RISK MANAGEMENT FUND	2,266,553	257,439	990,412	(1,276,141)	43.70%
20	HEALTH INSURANCE FUND	50,000	11,196	34,270	(15,730)	68.54%
23	EMERGENCY MEDICAL SERVICE	8,310,404	677,949	2,121,567	(6,188,837)	25.53%
24	WILDLAND FIRE	1,500,000	76,326	686,973	(813,027)	45.80%
32	POLICE IMPACT FEES	843,077	2,895	36,796	(806,281)	4.36%
33	FIRE IMPACT FEES	452,282	1,037	8,420	(443,862)	1.86%
34	PARKS & REC IMPACT FEES	900,706	2,897	17,022	(883,684)	1.89%
35	STREETS IMPACT FEES	2,500,000	12,142	132,767	(2,367,233)	5.31%
41	MUNICIPAL CAP IMP	1,290,618	14,302	49,167	(1,241,451)	3.81%
42	STREET CAP IMP	4,491,000	34,337	301,631	(4,189,369)	6.72%
43	BRIDGE & ARTERIAL FUND	-	25,291	78,965	78,965	-
45	SURFACE DRAINANGE FUND	-	2,165	5,136	5,136	-
46	TRAFFIC LIGHT CAP IMP	436,600	64,415	141,979	(294,621)	32.52%
47	PARKS CAP IMP	90,000	1,379	7,720	(82,280)	8.58%
48	FIRE CAP IMP	401,524	4,364	6,419	(395,105)	1.60%
49	ZOO CAP IMP	1,850,000	1,208	68,328	(1,781,672)	3.69%
50	CIVIC AUDITORIUM CAP IMP	400,000	504	4,526	(395,474)	1.13%
51	GOLF CAP IMP	291,600	11,227	35,877	(255,723)	12.30%
52	POLICE CAP IMP	30,000,000	-	4,002,955	(25,997,045)	13.34%
60	AIRPORT FUND	27,732,166	373,609	4,943,048	(22,789,118)	17.82%
61	WATER FUND	13,609,500	1,077,484	3,517,494	(10,092,006)	25.85%
62	SANITATION FUND	5,300,000	500,627	1,514,876	(3,785,124)	28.58%
64	ELECTRIC LIGHT FUND	66,607,920	7,517,380	18,011,886	(48,596,034)	27.04%
67	FIBER	3,750,000	303,373	945,681	(2,804,319)	25.22%
68	WASTEWATER	12,650,000	1,156,431	3,651,401	(8,998,599)	28.86%
TOTAL		267,372,844	14,782,047	51,754,851	(215,617,993)	19.36%

FY 2021-2022 December

Adjusted Budget	YTD Total Receipts	Difference- Unrealized Revenue	% of Actual to Budget
53,588,052	6,201,099	(47,386,953)	11.57%
7,940,709	1,045,025	(6,895,684)	13.16%
3,434,554	267,709	(3,166,845)	7.79%
3,641,394	437,857	(3,203,537)	12.02%
-	292,312	292,312	-
2,419,100	845,372	(1,573,728)	34.95%
1,208,000	305,068	(902,932)	25.25%
90,000	1,257	(88,743)	1.40%
3,010,540	348,793	(2,661,747)	11.59%
1,955,503	440,648	(1,514,855)	22.53%
50,000	(933)	(50,933)	-1.87%
7,097,114	1,784,822	(5,312,292)	25.15%
1,200,000	834,786	(365,214)	69.57%
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
810,618	17,201	(793,417)	2.12%
307,000	94,133	(212,867)	30.66%
160,000	46,958	(113,042)	29.35%
41,500	9,262	(32,238)	22.32%
436,596	77,570	(359,026)	17.77%
65,000	703,284	638,284	1081.98%
401,524	3,889	(397,635)	0.97%
2,000,000	12,475	(1,987,525)	0.62%
200,000	(415)	(200,415)	-0.21%
291,600	25,809	(265,791)	8.85%
30,000,000	(6,586)	(30,006,586)	-0.02%
14,947,300	957,016	(13,990,284)	6.40%
11,762,500	3,666,196	(8,096,304)	31.17%
5,214,000	1,523,610	(3,690,390)	29.22%
68,045,982	15,668,490	(52,377,492)	23.03%
1,251,455	411,641	(839,814)	32.89%
12,874,000	3,580,582	(9,293,418)	27.81%
234,444,041	39,594,929	(194,849,112)	16.89%



General Fund Revenue to Actual

FY 2022-2023 December

Description	Adjusted Budget	YTD Total Receipts	Difference- Unrealized Revenue	% of Actual to Budget
TAXES AND FRANCHISES	33,960,945	499,348	33,461,597	1.47%
LICENSES & PERMITS REVENUE	1,562,026	317,918	1,244,108	20.35%
FEDERAL GRANTS	3,370,000	12,000	3,358,000	0.36%
STATE GRANTS	4,631,918	658,462	3,973,456	14.22%
STATE SHARED REVENUES	9,617,693	2,688,226	6,929,467	27.95%
LOCAL SHARED REVENUES	3,030,792	687,056	2,343,736	22.67%
PAYMENT IN-LIEU-TAX	4,727,834	1,146,753	3,581,081	24.26%
CHARGES FOR SERVICES- GENERAL	584,350	88,928	495,422	15.22%
CHARGES FOR SERVICES-ZOO	851,650	43,559	808,091	5.11%
CHARGES FOR SERVICES-PARKS	362,500	22,720	339,780	6.27%
CHARGES FOR SERVICES-CEMETERY	190,000	30,515	159,485	16.06%
CHARGES FOR SERVICES-ANIMAL CONTROL	116,000	24,252	91,748	20.91%
CHARGES FOR SERVICES-COMMUNITY FACILITIES	127,500	29,756	97,744	23.34%
FINES & FORFEITURES	255,600	43,520	212,080	17.03%
INTEREST INCOME	230,000	158,031	71,969	68.71%
MARKET ADJUSTMENT	-	-	0	-
RENTALS & LEASES	101,000	43,597	57,403	43.16%
REFUNDS	202,887	62,738	140,149	30.92%
CONTRIBUTIONS--PRIVATE SOURCES	110,085	188,673	(78,588)	171.39%
OTHER MISCELLANEOUS REV.	344,247	41,412	302,835	12.03%
MERF DEPRECIATION	-	457,575	(457,575)	-
OTHER FINANCING SOURCES	-	-	-	-
GENERAL FUND TOTAL	64,377,027	7,245,039	57,131,988	11.25%

FY 2021-2022 December

Adjusted Budget	YTD Total Receipts	Difference- Unrealized Revenue	% of Actual to Budget
32,239,503	876,835	31,362,668	2.72%
1,388,500	462,839	925,661	33.33%
355,555	6,400.00	349,155	1.80%
2,154,325	265,983	1,888,342	12.35%
7,257,712	2,192,468	5,065,244	30.21%
2,305,546	465,324	1,840,222	20.18%
4,635,075	1,152,014	3,483,061	24.85%
535,500	171,343	364,157	32.00%
722,253	49,518	672,735	6.86%
370,000	18,023	351,977	4.87%
175,000	27,700	147,300	15.83%
116,000	19,656	96,344	16.94%
128,000	4,975	123,025	3.89%
258,000	42,226	215,774	16.37%
130,000	(47,160)	177,160	-36.28%
-	-	-	-
111,000	34,053	76,947	30.68%
212,000	147,895	64,105	69.76%
360,550	38,741	321,809	10.74%
588,533	302,232	286,301	51.35%
-	-	-	-
(455,000)	(29,967)	(425,033)	6.59%
53,588,052	6,201,099	47,386,953	11.57%



## City-Wide Expenditures-Budget to Actual by Fund

FY 2022-2023 December

#	Fund	Adjusted Budget	December 2022 Expenses	YTD Total Expenses	% of Actual to Budget	Encumbrances	YTD Total Expenses w/ Encumbrances	Difference-Remaining Expense
1	GENERAL FUND	66,778,887	4,158,536	12,684,261	18.99%	5,226,827	17,911,088	48,867,799
10	STREET FUND	10,017,196	524,042	1,211,928	12.10%	1,360,975	2,572,904	7,444,292
11	RECREATION FUND	2,522,348	186,441	491,154	19.47%	88,291	579,445	1,942,903
12	LIBRARY FUND	2,983,203	223,209	532,259	17.84%	238,844	771,103	2,212,100
13	AIRPORT PFC FUND	-	-	-	-	-	-	-
14	MERF Fund	-	-	-	-	-	-	-
15	EL PUBLIC PURPOSE FUND	-	-	-	-	-	-	-
16	BUS IMP DISTRICT	115,000	38,500	77,000	66.96%	-	77,000	38,000
18	GOLF FUND	3,449,920	255,826	730,540	21.18%	350,062	1,080,602	2,369,318
19	RISK MANAGEMENT FUND	4,228,629	50,561	719,616	17.02%	60,110	779,726	3,448,903
20	HEALTH INSURANCE FUND	100,000	-	-	-	-	-	100,000
23	EMERGENCY MEDICAL SERVICE	8,340,368	588,014	2,529,006	30.32%	283,395	2,812,401	5,527,967
24	WILDLAND FIRE	1,493,964	779	35,963	2.41%	44,767	80,730	1,413,234
32	POLICE IMPACT FEES	843,077	-	-	-	-	-	843,077
33	FIRE IMPACT FEES	452,282	-	-	-	-	-	452,282
34	PARKS & REC IMPACT FEES	900,706	-	-	-	-	-	900,706
35	STREETS IMPACT FEES	2,500,000	-	-	-	-	-	2,500,000
41	MUNICIPAL CAP IMP	2,000,000	9,961	9,961.34	-	15,081	25,043	1,974,957
42	STREET CAP IMP	4,657,998	150,527	152,550	3.28%	126,281	278,831	4,379,167
43	BRIDGE & ARTERIAL FUND	585,282	-	-	-	185,282	185,282	400,000
45	SURFACE DRAINANGE FUND	250,000	-	-	-	3,410	3,410	246,590
46	TRAFFIC LIGHT CAP IMP	990,000	187,019	187,019.38	0.19	191,998	379,018	610,982
47	PARKS CAP IMP	16,897	-	3,320.97	-	748,354	751,675	(734,778)
48	FIRE CAP IMP	-	-	-	-	-	-	-
49	ZOO CAP IMP	1,863,320	17,749	99,712	5.35%	(2,369)	97,343	1,765,977
50	CIVIC AUDITORIUM CAP IMP	600,000	-	-	-	-	-	600,000
51	GOLF CAP IMP	316,698	-	18,998	6.00%	74,036	93,034	223,664
52	POLICE CAP IMP	30,000,000	1,154,302	3,196,709	10.66%	15,237,540	18,434,248	11,565,752
90	CONTINGENCY	20,315,728	-	-	-	-	-	20,315,728
60	AIRPORT FUND	27,859,859	561,903	1,586,560	5.69%	5,647,107	7,233,667	20,626,192
61	WATER FUND	23,129,218	671,612	1,713,902	7.41%	1,799,887	3,513,790	19,615,428
62	SANITATION FUND	5,837,496	361,481	1,022,958	17.52%	815,534	1,838,492	3,999,004
64	ELECTRIC LIGHT FUND	78,784,577	5,576,937	14,755,347	18.73%	3,236,869	17,992,217	60,792,360
67	FIBER	7,543,209	505,597	1,337,188	17.73%	1,423,168	2,760,355	4,782,854
68	WASTEWATER	23,940,440	663,875	1,868,005	7.80%	5,449,852	7,317,857	16,622,583
	TOTAL	333,416,302	15,886,871	44,963,957	13.49%	42,605,302	87,569,259	245,847,043

Based on Months


25.00%

Based on Payroll

23.08%

FY 2021-2022 December

Adjusted Budget	YTD Total Expenses	% of Actual to Budget
54,100,969	10,377,692	19.18%
9,068,761	1,797,736	19.82%
3,487,819	519,169	14.89%
4,464,135	682,215	15.28%
-	-	-
3,686,196	540,867	14.67%
1,208,000	68,570	5.68%
85,000	25,000	29.41%
3,071,067	665,421	21.67%
3,914,496	520,804	13.30%
60,000	10,000	16.67%
6,746,000	1,668,067	24.73%
1,039,132	42,528	4.09%
-	-	-
-	-	-
-	-	-
-	-	-
1,080,831	234,775	21.72%
1,000,000	12,233	1.22%
350,000	153,290	43.80%
50,000	80,831	161.66%
545,000	20,922.30	0.04
292,919	113,274	38.67%
-	-	-
2,000,000	21,162	1.06%
200,000	-	-
275,000	55,032.42	0.20
30,000,000	-	-
18,015,683	-	-
14,982,017	1,597,042	10.66%
18,547,021	1,624,241	8.76%
6,333,350	1,229,019	19.41%
82,487,907	12,520,293	15.18%
6,293,260	1,238,568	19.68%
21,507,174	1,903,541	8.85%
294,891,737	37,722,294	12.79%

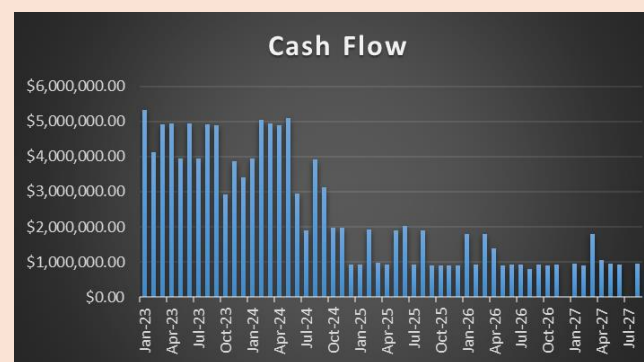
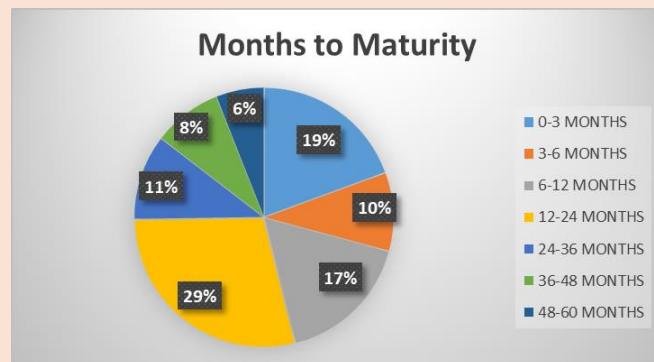
<div>  <div>General Fund Expenditures- Budget to Actual by Department</div> </div>								
FY 2022-2023 December								
#	Department	Adjusted Budget	December 2022 Expenses	YTD Total Expenses	% of Actual to Adj. Budget	Encumbrance	YTD Total Expenses w/ Encumbrances	Difference-Remaining Expense
1	MAYOR & COUNCIL	743,402	31,824	120,811	16.25%	38,884	159,695	583,707
1	LEGAL	504,370	29,777	86,898	17.23%	11,950	98,848	405,522
1	MUNICIPAL SERVICES	6,969,895	349,575	1,115,636	16.01%	1,664,353	2,779,989	4,189,906
1	COMMUNITY DEVELOPMENT	4,510,809	292,691	1,002,761	22.23%	774,084	1,776,845	2,733,964
1	HUMAN RESOURCES	469,025	42,548	99,183	21.15%	105,459	204,642	264,383
1	POLICE	23,097,698	1,439,309	4,247,926	18.39%	386,650	4,634,576	18,463,122
1	FIRE	14,720,126	1,139,222	3,649,306	24.79%	738,288	4,387,594	10,332,532
1	PARKS	12,237,932	636,932	1,891,695	15.46%	668,135	2,559,830	9,678,102
1	GENERAL FUND PUBLIC WORKS	3,525,630	196,660	470,046	13.33%	839,023	1,309,070	2,216,560
	TOTAL	66,778,887	4,158,536	12,684,261	18.99%	5,226,827	17,911,088	48,867,799

Based on Months 25.00%  
Based on Payroll 23.08%

FY 2021-2022 December		
Adjusted Budget	YTD Total Expenses	% of Actual to Adj. Budget
823,012	129,144	15.69%
423,563	150,762	35.59%
5,033,653	948,234	18.84%
3,780,153	568,100	15.03%
420,102	84,561	20.13%
19,651,703	3,690,819	18.78%
12,476,991	2,944,717	23.60%
10,020,868	1,710,413	17.07%
1,470,924	150,943	10.26%
54,100,969	10,377,692	19.18%

# December 2022 Investments Maturity

MONTH	AMOUNT	%
0-3 MONTHS	\$27,515,261.13	19.42%
3-6 MONTHS	\$13,844,558.53	9.77%
6-12 MONTHS	\$23,937,225.49	16.89%
12-24 MONTHS	\$40,654,909.77	28.69%
24-36 MONTHS	\$15,068,075.41	10.63%
36-48 MONTHS	\$12,212,568.13	8.62%
48-60 MONTHS	\$8,477,640.65	5.98%
Total	\$141,710,239.11	100.00%



- COIF Investment Policy states that no more than 25 percent of the portfolio may be invested beyond 24 months.

- Currently the City has 25 percent of the portfolio invested beyond 24 months.

# December 2022 Types of Investments

TYPE	AMOUNT	%
Agency	\$31,282,905.52	22%
Bonds	\$62,880,361.44	44%
CD's	\$13,970,463.68	10%
LGIP	\$944,580.81	1%
Money Market	\$0.00	0%
Treasury	\$32,569,734.56	23%
Cash	\$62,193.10	0.04%
Total	\$141,710,239.11	100.00%

BROKER	AMOUNT	%
LPL	\$258,690	0.18%
LGIP	\$944,581	0.67%
Wells Fargo	\$128,306,039.39	90.54%
DA Davidson	\$0.00	0.00%
WAFED	\$261,908.85	0.18%
Key Bank	\$5,341,082.07	3.77%
Idaaho Central CU	\$4,524,612	3.19%
Bank of Commerce	\$2,073,325	1.46%
Total	\$141,710,239.11	100.00%

- COIF Investment Policy states that no more than 50% of the portfolio may be invested in one type of security.

- Yearly Investment Comparison

- City Investment Portfolio

2021: \$113M

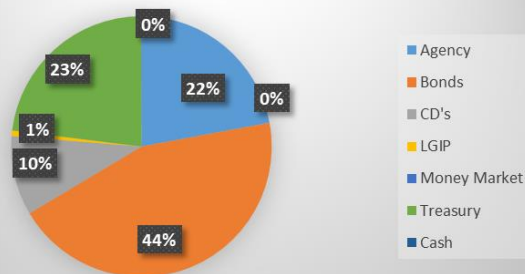
2022: \$142M

- Total Cash & Investment

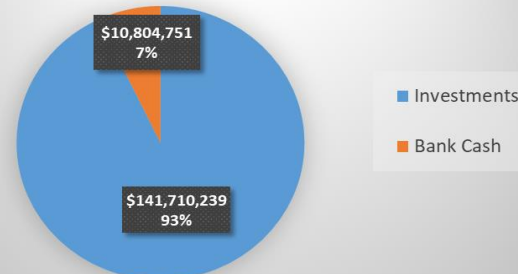
2021: \$122M

2022: \$153M

Types of Investments



Cash & Investments





# Memorandum

File #: 21-814

City Council Meeting

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Friday, February 24, 2023  
**DEPARTMENT:** Municipal Services

## Subject

Bid IF-23-07, Purchase of Chlorine 150-pound Cylinders for Public Works

## Council Action Desired

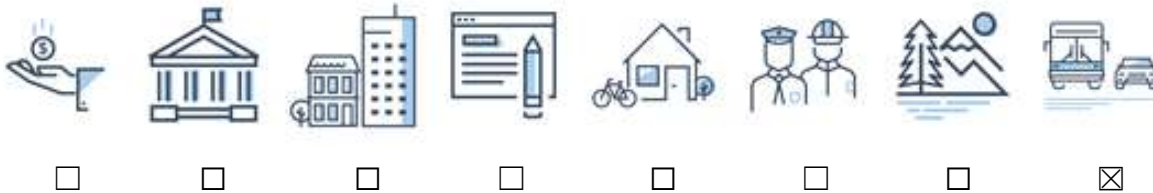
- ☐ Ordinance ☐ Resolution ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the bid received from the lowest responsive and responsible bidder, Oxarc, Inc. for a total of \$84,240.00 (or take other action deemed appropriate).

## Description, Background Information & Purpose

This purchase of a quantity of 150-pound chlorine cylinders will be used to support water division projects.

## Alignment with City & Department Planning Objectives



The purchase of the chlorine cylinders supports the reliable public infrastructure and transportation community-oriented result by providing chlorine cylinders for water division projects.

## Interdepartmental Coordination

Public Works concurs with the award recommendation.

## Fiscal Impact

Funds to purchase the chlorine cylinders are within the 2022/23 Public Works Water division budget

## Legal Review

The City Attorney concurs that the desired Council action is within State Statute.

City of Idaho Falls  
Municipal Services Department  
Bid Tabulation

**Project:** 150-Pound Chlorine Cylinders      **Number:** IF-23-07  
**Submitted:** Municipal Services Finance Division      **Date:** February 21, 2023

Item Number	Reference Number	Description	Estimated Quantity	Unit	Thatcher Company, Inc. Salt Lake City, UT					Oxarc, Inc. Nampa, ID				
					Unit Price	Total Amount	Demurrage Fee After 120 Days	Exceptions	Addendum #1	Unit Price	Total Amount	Demurrage Fee After 120 Days	Exceptions	Addendum #1
1	Section I	Chlorine 150 Pound Cylinders	156	EA	\$ 592.50	\$ 92,430.00	\$0.30	None	Yes	\$ 540.00	\$ 84,240.00	None	Yes	No
		Delivery Cost: 6 Cylinders	1	LS	\$ 825.00					\$ 250.00				
		Delivery Cost: 12 Cylinders	1	LS	\$ 825.00					\$ 250.00				
		Delivery Cost: 24 Cylinders	1	LS	\$ 825.00					\$ 250.00				
TOTAL					\$ 92,430.00					\$ 84,240.00				

# Memorandum

File #: 21-823

City Council Meeting

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Thursday, March 2, 2023  
**DEPARTMENT:** Municipal Services

## Subject

2022-23 Third Quarter Impact Fee Report

## Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing

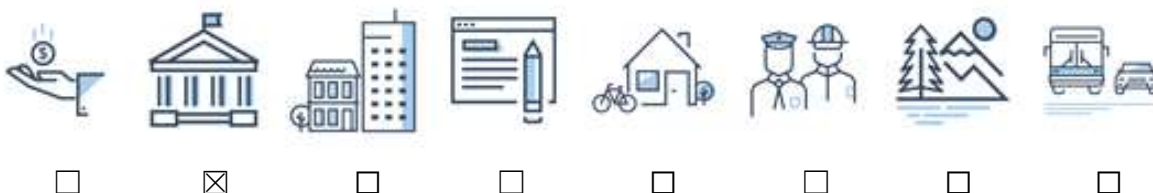
☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the third quarter impact fee report pursuant to City Code Section 10-8-7(G) (or take other action deemed appropriate).

## Description, Background Information & Purpose

Ordinance 3446 requires quarterly and annual reports to be provided to the Impact Fee Advisory Committee and Council. The attached report summarizes the impact fee activity for the third quarter beginning December 1, 2022 through February 28, 2023.

## Alignment with City & Department Planning Objectives



The Impact Fee quarterly reports support the good governance community-oriented result by providing sound fiscal management and enabling trust and transparency.

## Interdepartmental Coordination

Not applicable.

## Fiscal Impact

The total \$169,163.56 impact fee activity for the third quarter includes \$98,237.01 as received while \$70,926.55 remains outstanding. A breakdown of each impact fee by category total is provided on the attached Third Quarter Summary Impact Fee Report.

## Legal Review

The City Attorney concurs that the desired Council action is within City Code.



# Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 12/1/2022 and 2/28/2023

## Payments Outstanding

IMP_FEE_MF01: IMPACT FEE MULTIFAMILY POLICE				
Record Number	Description	Address	Account #	Outstanding Payment
RCOM22-0001	Test		032-2055-325.01-00	\$332.25
Total				\$332.25

## Payments Outstanding

IMP_FEE_MF02: IMPACT FEE MULTIFAMILY FIRE/EMS				
Record Number	Description	Address	Account #	Outstanding Payment
RCOM22-0001	Test		033-2355-325.01-00	\$313.50
Total				\$313.50

## Payments Outstanding

IMP_FEE_MF03: IMPACT FEE MULTIFAMILY PARKS AND RECREATION				
Record Number	Description	Address	Account #	Outstanding Payment
RCOM22-0001	Test		034-2755-325.01-00	\$961.50
Total				\$961.50

## Payments Outstanding

IMP_FEE_MF04: IMPACT FEE MULTIFAMILY TRANSPORTATION				
Record Number	Description	Address	Account #	Outstanding Payment
RCOM22-0001	Test		035-4655-325.01-00	\$1,336.00
Total				\$1,336.00

## Payments Received

IMP_FEE_SF01: IMPACT FEE SINGLE FAMILY POLICE				
Record Number	Description	Address	Account #	Paid Amount
RCOM22-0328	New SFR, M 2349, FINB 2349, GAR 1165, COVP 288	6443 DESERT PEAK DR	032-2055-325.01-00	\$480.75
RCOM22-0343	New SFR, M 1687, UN-FINB 1692, GAR 857, COVP 24	1634 PALM SPRINGS DR	032-2055-325.01-00	\$330.75
RCOM22-0441	New SFR, M 1691, UN-FINB 1691, GAR 835, COVP 346	5314 THATCHER AVE	032-2055-325.01-00	\$480.75
RCOM23-0012	Caribou Townhomes Single Car (outer unit)	391 EASY ST	032-2055-325.01-00	\$480.75
RCOM23-0013	Caribou Townhome (Unit C)	421 EASY ST	032-2055-325.01-00	\$480.75
RCOM23-0020	Caribou Townhome (Unit D)	431 EASY ST	032-2055-325.01-00	\$480.75
RCOM23-0022	Caribou Townhome (Unit type B)	393 EASY ST	032-2055-325.01-00	\$480.75



# Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 12/1/2022 and 2/28/2023

RCOM23-0028	Caribou Townhomes (Unit type A))	397 EASY ST	032-2055-325.01-00	\$480.75
RCOM23-0029	Caribou Townhome (Unit type B)	395 EASY ST	032-2055-325.01-00	\$480.75
RCOM23-0030	Caribou Townhome (Unit C)	449 EASY ST	032-2055-325.01-00	\$480.75
RCOM23-0031	Caribou Townhome (Unit D)	441 EASY ST	032-2055-325.01-00	\$480.75
<b>Total</b>				<b>\$5,138.25</b>

## Payments Outstanding

IMP_FEE_SF01: IMPACT FEE SINGLE FAMILY POLICE				
Record Number	Description	Address	Account #	Outstanding Payment
RCOM22-0001	Test		032-2055-325.01-00	\$480.75
RCOM23-0005	NEW SF M 1763, FINB 1261, GAR 1280, CVOP 196	6286 MAGGIE DR	032-2055-325.01-00	\$480.75
RCOM23-0008	Single Fam M 2454, FINB 1020, UN-FINB 1440, GAR 1395	1644 SANDPIPER WAY	032-2055-325.01-00	\$480.75
RCOM23-0036	New SFR, M 676, UPPR 854, FINB 670, GAR 404, COVP 12	357 Eliza Joy	032-2055-325.01-00	\$480.75
RCOM23-0037	New SFR, M 1096, UPPR 492, FINB 1102, GAR 404, COVP 64	353 Eliza Joy	032-2055-325.01-00	\$480.75
RCOM23-0039	New SFR, M 1692, UNFIN 1475, GAR 927	6050 LEMHI ST	032-2055-325.01-00	\$480.75
RES23-0002	M 3201 FINB 2599 GAR 1500 COVP 440	6053 S GLASS MOUNTAIN BLVD	032-2055-325.01-00	\$480.75
<b>Total</b>				<b>\$3,365.25</b>

## Payments Received

IMP_FEE_SF02: IMPACT FEE SINGLE FAMILY FIRE/EMS				
Record Number	Description	Address	Account #	Paid Amount
RCOM22-0328	New SFR, M 2349, FINB 2349, GAR 1165, COVP 288	6443 DESERT PEAK DR	033-2355-325.01-00	\$389.25
RCOM22-0343	New SFR, M 1687, UN-FINB 1692, GAR 857, COVP 24	1634 PALM SPRINGS DR	033-2355-325.01-00	\$389.25
RCOM22-0441	New SFR, M 1691, UN-FINB 1691, GAR 835, COVP 346	5314 THATCHER AVE	033-2355-325.01-00	\$389.25
RCOM23-0012	Caribou Townhomes Single Car (outer unit)	391 EASY ST	033-2355-325.01-00	\$389.25
RCOM23-0013	Caribou Townhome (Unit C)	421 EASY ST	033-2355-325.01-00	\$389.25
RCOM23-0020	Caribou Townhome (Unit D)	431 EASY ST	033-2355-325.01-00	\$389.25
RCOM23-0022	Caribou Townhome (Unit type B)	393 EASY ST	033-2355-325.01-00	\$389.25
RCOM23-0028	Caribou Townhomes (Unit type A))	397 EASY ST	033-2355-325.01-00	\$389.25



# Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 12/1/2022 and 2/28/2023

RCOM23-0029	Caribou Townhome (Unit type B)	395 EASY ST	033-2355-325.01-00	\$389.25
RCOM23-0030	Caribou Townhome (Unit C)	449 EASY ST	033-2355-325.01-00	\$389.25
RCOM23-0031	Caribou Townhome (Unit D)	441 EASY ST	033-2355-325.01-00	\$389.25
<b>Total</b>				<b>\$4,281.75</b>

## Payments Outstanding

IMP_FEE_SF02: IMPACT FEE SINGLE FAMILY FIRE/EMS				
Record Number	Description	Address	Account #	Outstanding Payment
RCOM22-0001	Test		033-2355-325.01-00	\$389.25
RCOM23-0005	NEW SF M 1763, FINB 1261, GAR 1280, CVOP 196	6286 MAGGIE DR	033-2355-325.01-00	\$389.25
RCOM23-0008	Single Fam M 2454, FINB 1020, UN-FINB 1440, GAR 1395	1644 SANDPIPER WAY	033-2355-325.01-00	\$389.25
RCOM23-0036	New SFR, M 676, UPPR 854, FINB 670, GAR 404, COVP 12	357 Eliza Joy	033-2355-325.01-00	\$389.25
RCOM23-0037	New SFR, M 1096, UPPR 492, FINB 1102, GAR 404, COVP 64	353 Eliza Joy	033-2355-325.01-00	\$389.25
RCOM23-0039	New SFR, M 1692, UNFIN 1475, GAR 927	6050 LEMHI ST	033-2355-325.01-00	\$389.25
RES23-0002	M 3201 FINB 2599 GAR 1500 COVP 440	6053 S GLASS MOUNTAIN BLVD	033-2355-325.01-00	\$389.25
<b>Total</b>				<b>\$2,724.75</b>

## Payments Received

IMP_FEE_SF03: IMPACT FEE SINGLE FAMILY PARKS AND RECREATION				
Record Number	Description	Address	Account #	Paid Amount
RCOM22-0328	New SFR, M 2349, FINB 2349, GAR 1165, COVP 288	6443 DESERT PEAK DR	034-2755-325.01-00	\$1,390.50
RCOM22-0343	New SFR, M 1687, UN-FINB 1692, GAR 857, COVP 24	1634 PALM SPRINGS DR	034-2755-325.01-00	\$1,390.50
RCOM22-0441	New SFR, M 1691, UN-FINB 1691, GAR 835, COVP 346	5314 THATCHER AVE	034-2755-325.01-00	\$1,390.50
RCOM23-0012	Caribou Townhomes Single Car (outer unit)	391 EASY ST	034-2755-325.01-00	\$1,390.50
RCOM23-0013	Caribou Townhome (Unit C)	421 EASY ST	034-2755-325.01-00	\$1,390.50
RCOM23-0020	Caribou Townhome (Unit D)	431 EASY ST	034-2755-325.01-00	\$1,390.50
RCOM23-0022	Caribou Townhome (Unit type B)	393 EASY ST	034-2755-325.01-00	\$1,390.50
RCOM23-0028	Caribou Townhomes (Unit type A))	397 EASY ST	034-2755-325.01-00	\$1,390.50
RCOM23-0029	Caribou Townhome (Unit type B)	395 EASY ST	034-2755-325.01-00	\$1,390.50
RCOM23-0030	Caribou Townhome (Unit C)	449 EASY ST	034-2755-325.01-00	\$1,390.50



# Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 12/1/2022 and 2/28/2023

RCOM23-0031	Caribou Townhome (Unit D)	441 EASY ST	034-2755-325.01-00	\$1,390.50
<b>Total</b>				<b>\$15,295.50</b>

## Payments Outstanding

IMP_FEE_SF03: IMPACT FEE SINGLE FAMILY PARKS AND RECREATION				
Record Number	Description	Address	Account #	Outstanding Payment
RCOM22-0001	Test		034-2755-325.01-00	\$1,390.50
RCOM23-0005	NEW SF M 1763, FINB 1261, GAR 1280, COVP 196	6286 MAGGIE DR	034-2755-325.01-00	\$1,390.50
RCOM23-0008	Single Fam M 2454, FINB 1020, UN-FINB 1440, GAR 1395	1644 SANDPIPER WAY	034-2755-325.01-00	\$1,390.50
RCOM23-0036	New SFR, M 676, UPPR 854, FINB 670, GAR 404, COVP 12	357 Eliza Joy	034-2755-325.01-00	\$1,390.50
RCOM23-0037	New SFR, M 1096, UPPR 492, FINB 1102, GAR 404, COVP 64	353 Eliza Joy	034-2755-325.01-00	\$1,390.50
RCOM23-0039	New SFR, M 1692, UNFIN 1475, GAR 927	6050 LEMHI ST	034-2755-325.01-00	\$1,390.50
RES23-0002	M 3201 FINB 2599 GAR 1500 COVP 440	6053 S GLASS MOUNTAIN BLVD	034-2755-325.01-00	\$1,390.50
<b>Total</b>				<b>\$9,733.50</b>

## Payments Received

IMP_FEE_SF04: IMPACT FEE SINGLE FAMILY TRANSPORTATION				
Record Number	Description	Address	Account #	Paid Amount
RCOM22-0328	New SFR, M 2349, FINB 2349, GAR 1165, COVP 288	6443 DESERT PEAK DR	035-4655-325.01-00	\$3,013.00
RCOM22-0343	New SFR, M 1687, UN-FINB 1692, GAR 857, COVP 24	1634 PALM SPRINGS DR	035-4655-325.01-00	\$3,013.00
RCOM22-0441	New SFR, M 1691, UN-FINB 1691, GAR 835, COVP 346	5314 THATCHER AVE	035-4655-325.01-00	\$3,013.00
RCOM23-0012	Caribou Townhomes Single Car (outer unit)	391 EASY ST	035-4655-325.01-00	\$3,013.00
RCOM23-0013	Caribou Townhome (Unit C)	421 EASY ST	035-4655-325.01-00	\$3,013.00
RCOM23-0020	Caribou Townhome (Unit D)	431 EASY ST	035-4655-325.01-00	\$3,013.00
RCOM23-0022	Caribou Townhome (Unit type B)	393 EASY ST	035-4655-325.01-00	\$3,013.00
RCOM23-0028	Caribou Townhomes (Unit type A))	397 EASY ST	035-4655-325.01-00	\$3,013.00
RCOM23-0029	Caribou Townhome (Unit type B)	395 EASY ST	035-4655-325.01-00	\$3,013.00
RCOM23-0030	Caribou Townhome (Unit C)	449 EASY ST	035-4655-325.01-00	\$3,013.00
RCOM23-0031	Caribou Townhome (Unit D)	441 EASY ST	035-4655-325.01-00	\$3,013.00
<b>Total</b>				<b>\$33,143.00</b>





# Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 12/1/2022 and 2/28/2023

## Payments Outstanding

IMP_FEE_SF04: IMPACT FEE SINGLE FAMILY TRANSPORTATION				
Record Number	Description	Address	Account #	Outstanding Payment
RCOM22-0001	Test		035-4655-325.01-00	\$3,013.00
RCOM23-0005	NEW SF M 1763, FINB 1261, GAR 1280, CVOP 196	6286 MAGGIE DR	035-4655-325.01-00	\$3,013.00
RCOM23-0008	Single Fam M 2454, FINB 1020, UN-FINB 1440, GAR 1395	1644 SANDPIPER WAY	035-4655-325.01-00	\$3,013.00
RCOM23-0036	New SFR, M 676, UPPR 854, FINB 670, GAR 404, COVP 12	357 Eliza Joy	035-4655-325.01-00	\$3,013.00
RCOM23-0037	New SFR, M 1096, UPPR 492, FINB 1102, GAR 404, COVP 64	353 Eliza Joy	035-4655-325.01-00	\$3,013.00
RCOM23-0039	New SFR, M 1692, UNFIN 1475, GAR 927	6050 LEMHI ST	035-4655-325.01-00	\$3,013.00
RES23-0002	M 3201 FINB 2599 GAR 1500 COVP 440	6053 S GLASS MOUNTAIN BLVD	035-4655-325.01-00	\$3,013.00
Total				\$21,091.00

## Payments Received

IMP_NRESIND1: INDUSTRIAL IMPACT FEE POLICE				
Record Number	Description	Address	Account #	Paid Amount
COM22-0125	New Metal Structure to House Air System-INL	756 MK SIMPSON BLVD	032-2055-325.01-00	\$118.13
COM22-0128	Eaglerock Storage Building _7420 sq foot Storage Bldg.	845 MILLIGAN RD	032-2055-325.01-00	\$1,653.75
COM22-0199	new com Ferguson Supply Warehouse	2655 BOGE AVE	032-2055-325.01-00	\$7,796.25
Total				\$9,568.13

## Payments Received

IMP_NRESIND2: INDUSTRIAL IMPACT FEE FIRE/EMS				
Record Number	Description	Address	Account #	Paid Amount
COM22-0125	New Metal Structure to House Air System-INL	756 MK SIMPSON BLVD	033-2355-325.01-00	\$13.88
COM22-0128	Eaglerock Storage Building _7420 sq foot Storage Bldg.	845 MILLIGAN RD	033-2355-325.01-00	\$194.25
COM22-0199	new com Ferguson Supply Warehouse	2655 BOGE AVE	033-2355-325.01-00	\$915.75
Total				\$1,123.88

## Payments Received

IMP_NRESIND3: INDUSTRIAL IMPACT FEE TRANSPORTATION				
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# Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 12/1/2022 and 2/28/2023

Record Number	Description	Address	Account #	Paid Amount
COM22-0125	New Metal Structure to House Air System-INL	756 MK SIMPSON BLVD	035-4655-325.01-00	\$366.50
COM22-0128	Eaglerock Storage Building _7420 sq foot Storage Bldg.	845 MILLIGAN RD	035-4655-325.01-00	\$5,131.00
Total				\$5,497.50

## Payments Received

IMP_NRESIND3: INDUSTRIAL IMPACT FEE TRANSPORTATION				
Record Number	Description	Address	Account #	Paid Amount
COM22-0199	new com Ferguson Supply Warehouse	2655 BOGE AVE	035-4655-325.01-00	\$24,189.00
Total				\$24,189.00

## Payments Outstanding

IMP_NRESRTL1: RETAIL IMPACT FEE POLICE				
Record Number	Description	Address	Account #	Outstanding Payment
COM23-0002	New Maverik Gas Station	3289 South Fork Blvd	032-2055-325.01-00	\$7,652.40
Total				\$7,652.40

## Payments Outstanding

IMP_NRESRTL2: RETAIL IMPACT FEE FIRE/EMS				
Record Number	Description	Address	Account #	Outstanding Payment
COM23-0002	New Maverik Gas Station	3289 South Fork Blvd	033-2355-325.01-00	\$1,940.40
Total				\$1,940.40

## Payments Outstanding

IMP_NRESRTL3: RETAIL IMPACT FEE TRANSPORTATION				
Record Number	Description	Address	Account #	Outstanding Payment
COM23-0002	New Maverik Gas Station	3289 South Fork Blvd	035-4655-325.01-00	\$21,476.00
Total				\$21,476.00

Grand Total \$169,163.56

	Police Multi-Family Received	Police Multi-Family Outstanding	Fire Multi-Family Received	Fire Multi-Family Outstanding	Parks and Recreation Multi-Family Received	Parks and Recreation Multi-Family Outstanding	Transportation Multi-Family Received	Transportation Multi-Family Outstanding	Total Received	Total Outstanding	
First Quarter (June 1 - August 31)	332.25	332.25	313.50	313.50	961.50	961.50	1,336.00	1,336.00	2,943.25	2,943.25	
Second Quarter (September 1 - November 30)	-	8,970.75	-	8,464.50	-	25,960.50	-	36,072.00	-	79,467.75	
Third Quarter (December 1 - February 28)	-	332.25	-	313.50	-	961.50	-	1,336.00	-	2,943.25	
Fourth Quarter (March 1 - May 31)											
To Date	332.25	9,635.25	313.50	9,091.50	961.50	27,883.50	1,336.00	38,744.00	2,943.25	85,354.25	
	Police Single-Family Received	Police Single-Family Outstanding	Fire Single-Family Received	Fire Single-Family Outstanding	Parks and Recreation Single-Family Received	Parks and Recreation Single-Family Outstanding	Transportation Single-Family Received	Transportation Single-Family Outstanding	Total Received	Total Outstanding	
First Quarter (June 1 - August 31)	9,765.00	11,388.00	7,785.00	9,342.00	27,810.00	33,372.00	60,260.00	72,312.00	105,620.00	126,414.00	
Second Quarter (September 1 - November 30)	6,249.75	7,211.25	5,060.25	5,838.75	18,076.50	20,857.50	39,169.00	45,195.00	68,555.50	79,102.50	
Third Quarter (December 1 - February 28)	5,138.25	3,365.25	4,281.75	2,724.75	15,295.50	9,733.50	33,143.00	21,091.00	57,858.50	36,914.50	
Fourth Quarter (March 1 - May 31)											
To Date	21,153.00	21,964.50	17,127.00	17,905.50	61,182.00	63,963.00	132,572.00	138,598.00	232,034.00	242,431.00	
	Police Industrial Received	Police Industrial Outstanding	Fire Industrial Received	Fire Industrial Outstanding			Transportation Industrial Received	Transportation Industrial Outstanding	Total Received	Total Outstanding	
First Quarter (June 1 - August 31)	-	5,691.75	-	668.57			-	17,659.44	-	24,019.76	
Second Quarter (September 1 - November 30)	30,119.99	7,796.25	3,537.91	915.75			93,451.64	24,189.00	127,109.54	32,901.00	
Third Quarter (December 1 - February 28)	9,568.13	-	1,123.88	-			29,686.50	-	40,378.51	-	
Fourth Quarter (March 1 - May 31)											
To Date	39,688.12	13,488.00	4,661.79	1,584.32			123,138.14	41,848.44	167,488.05	56,920.76	
	Police Office Received	Police Office Outstanding	Fire Office Received	Fire Office Outstanding			Transportation Office Received	Transportation Office Outstanding	Total Received	Total Outstanding	
First Quarter (June 1 - August 31)	-	10,753.20	-	1,339.80			-	33,408.00	-	45,501.00	
Second Quarter (September 1 - November 30)	8,806.50	2,132.10	1,097.25	265.65			27,360.00	6,624.00	37,263.75	9,021.75	
Third Quarter (December 1 - February 28)	-	-	-	-			-	-	-	-	
Fourth Quarter (March 1 - May 31)											
To Date	8,806.50	12,885.30	1,097.25	1,605.45			27,360.00	40,032.00	37,263.75	54,522.75	
	Police Retail Received	Police Retail Outstanding	Fire Retail Received	Fire Retail Outstanding			Transportation Retail Received	Transportation Retail Outstanding	Total Received	Total Outstanding	
First Quarter (June 1 - August 31)	-	-	-	-			-	-	-	-	307,441.26
Second Quarter (September 1 - November 30)	9,565.50	-	2,425.50	-			26,845.00	-	38,836.00	-	472,257.79
Third Quarter (December 1 - February 28)	-	7,652.40	-	1,940.40			-	21,476.00	-	31,068.80	169,163.56
Fourth Quarter (March 1 - May 31)											
Total Activity to Date	9,565.50	7,652.40	2,425.50	1,940.40			26,845.00	21,476.00	38,836.00	31,068.80	
									478,565.05	470,297.56	948,862.61

# Memorandum

File #: 21-821

City Council Meeting

**FROM:** Chris H Fredericksen  
**DATE:** Wednesday, March 1, 2023  
**DEPARTMENT:** Public Works

## Subject

Bid Award - Seal Coats 2023

## Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing

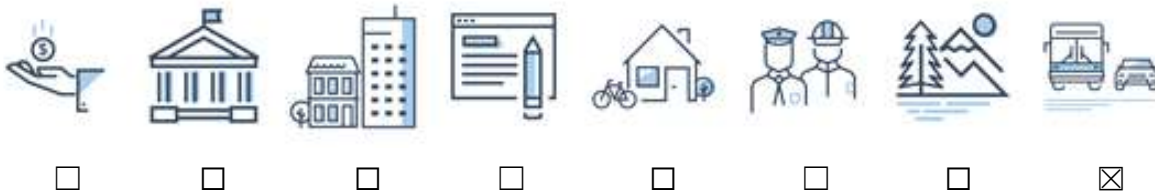
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the plans and specifications, award to the lowest responsive, responsible bidder, HK Contractors, Inc. in the amount of \$871,480.24, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

On Wednesday, March 1, 2023, bids were received and opened for the Seal Coats 2023 project. The tabulation of bid results is attached. The purpose of the proposed bid award is to contract with the lowest bidder to perform seal coating on various city streets.

## Alignment with City & Department Planning Objectives



This project supports the community-oriented result of reliable public infrastructure and transportation by investing in the maintenance of our street network.

## Interdepartmental Coordination

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

## Fiscal Impact

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

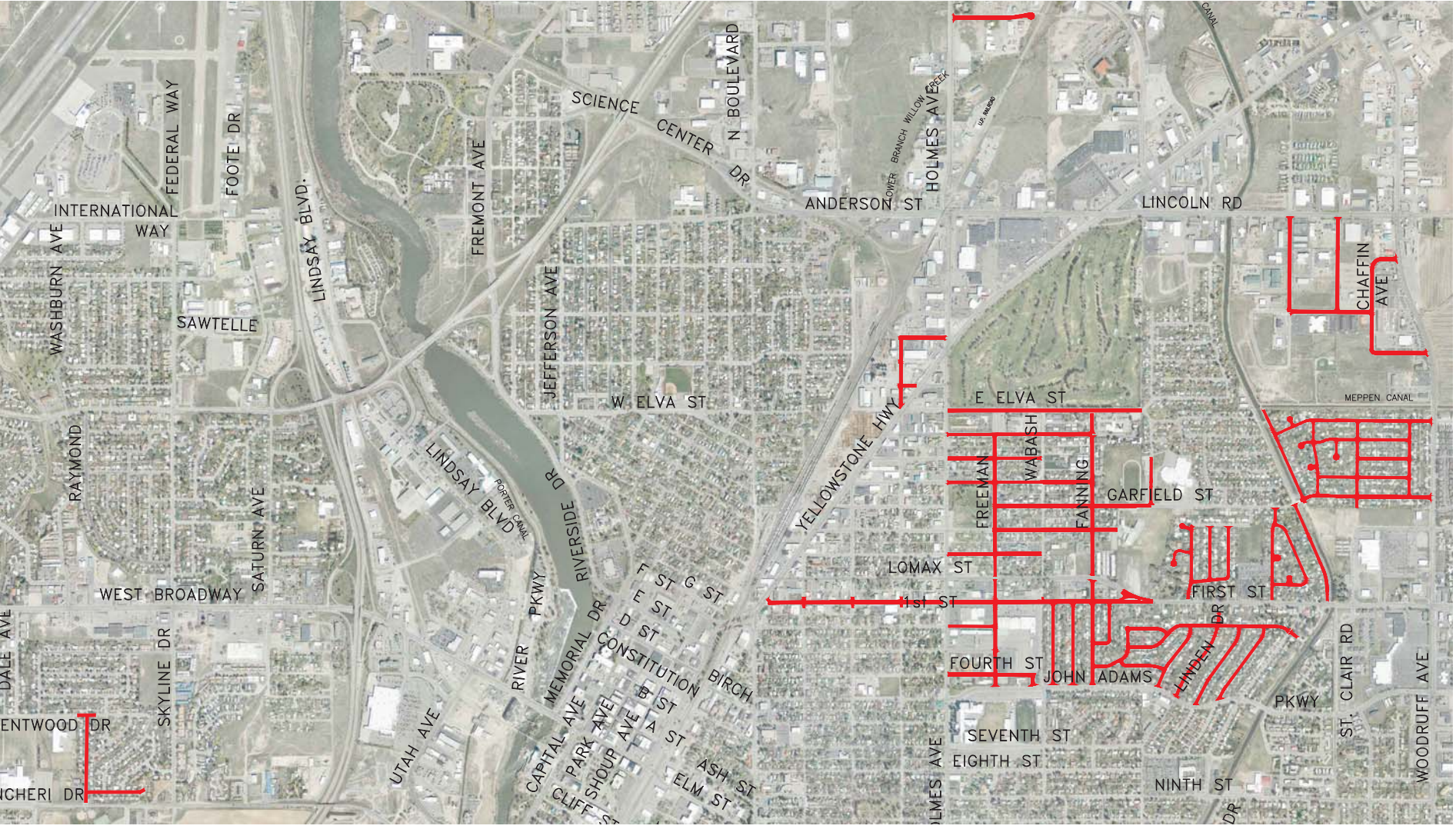
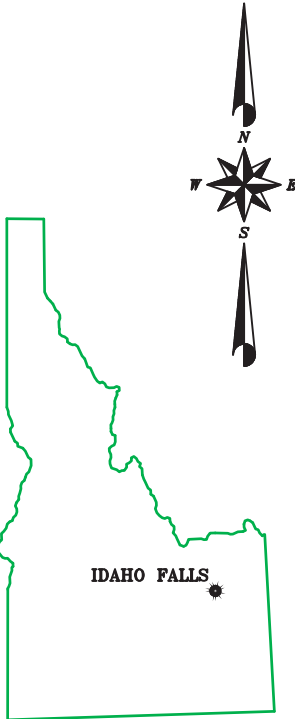
## Legal Review

The City Attorney's office has reviewed the bid process and concurs that the Council action desired is within Idaho State Statute.

0-00-00-0-STR-2023-03  
2023-19



SEAL COATS 2023  
PROJECT # 0-00-00-0-STR-2023-03



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

MICHELLE ZIEL-DINGMAN  
LISA BURTENSHAW  
THOMAS HALLY

JIM FRANCIS  
JOHN B. RADFORD  
JIM FREEMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR  
CHRIS H FREDERICKSEN, P.E.

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

2023

PROFESSIONAL ENGINEER  
REGISTERED  
**9247**  
STATE OF IDAHO  
KENT J. FUGAL

AS BUILT:

SCALE SHOWN IS FOR  
SHEET 11 x 17 ONLY

ENGINEERING  
DIVISION

SEAL COATS 2023

CHK BY: CEP	DSG BY: DD	DWN BY: DD
FILE NO. 0-00-00-0-STR-2023-03	DATE PLOTTED: 02/09/23	SHEET NO. 1 OF 5
DWG NO. Main_STR-2023-03_Title-Page		

# City of Idaho Falls

Engineering Division

Bid Tabulation

**Project:** Seal Coats 2023  
**Submitted:** Kent J. Fugal, P.E., PTOE

**Number:** 0-00-00-0-STR-2023-03  
**Date:** March 1, 2023

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		HK Contractors, Inc		Boswell Asphalt Paving Solutions	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
		<b>DIVISION 800 - AGGREGATES &amp; ASPHALT</b>								
8.01	808.4.1.A.1	Seal Coat	294,419	SY	\$3.19	\$939,196.61	\$2.96	\$871,480.24	\$3.00	\$883,257.00
		<b>TOTAL</b>				<b>\$939,196.61</b>		<b>\$871,480.24</b>		<b>\$883,257.00</b>

# Memorandum

File #: 21-822

City Council Meeting

**FROM:** Chris H Fredericksen  
**DATE:** Wednesday, March 1, 2023  
**DEPARTMENT:** Public Works

## Subject

Bid Award - Pancheri Sewer Lift Station Improvements

## Council Action Desired

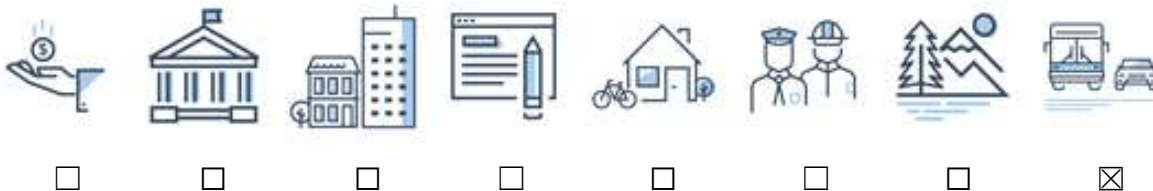
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the plans and specifications, award to the lowest responsive, responsible bidder, Vanguard, LLC in the amount of \$141,610.00 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

On Wednesday, March 1, 2023, bids were received and opened for the Pancheri Sewer Lift Station Improvements project. The tabulation of bid results is attached. The purpose of the proposed bid award is to rehabilitate the existing Pancheri sanitary sewer lift station.

## Alignment with City & Department Planning Objectives



This project supports the community-oriented result of reliable infrastructure by upgrading an aging sanitary sewer lift station.

## Interdepartmental Coordination

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

## Fiscal Impact

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

## Legal Review

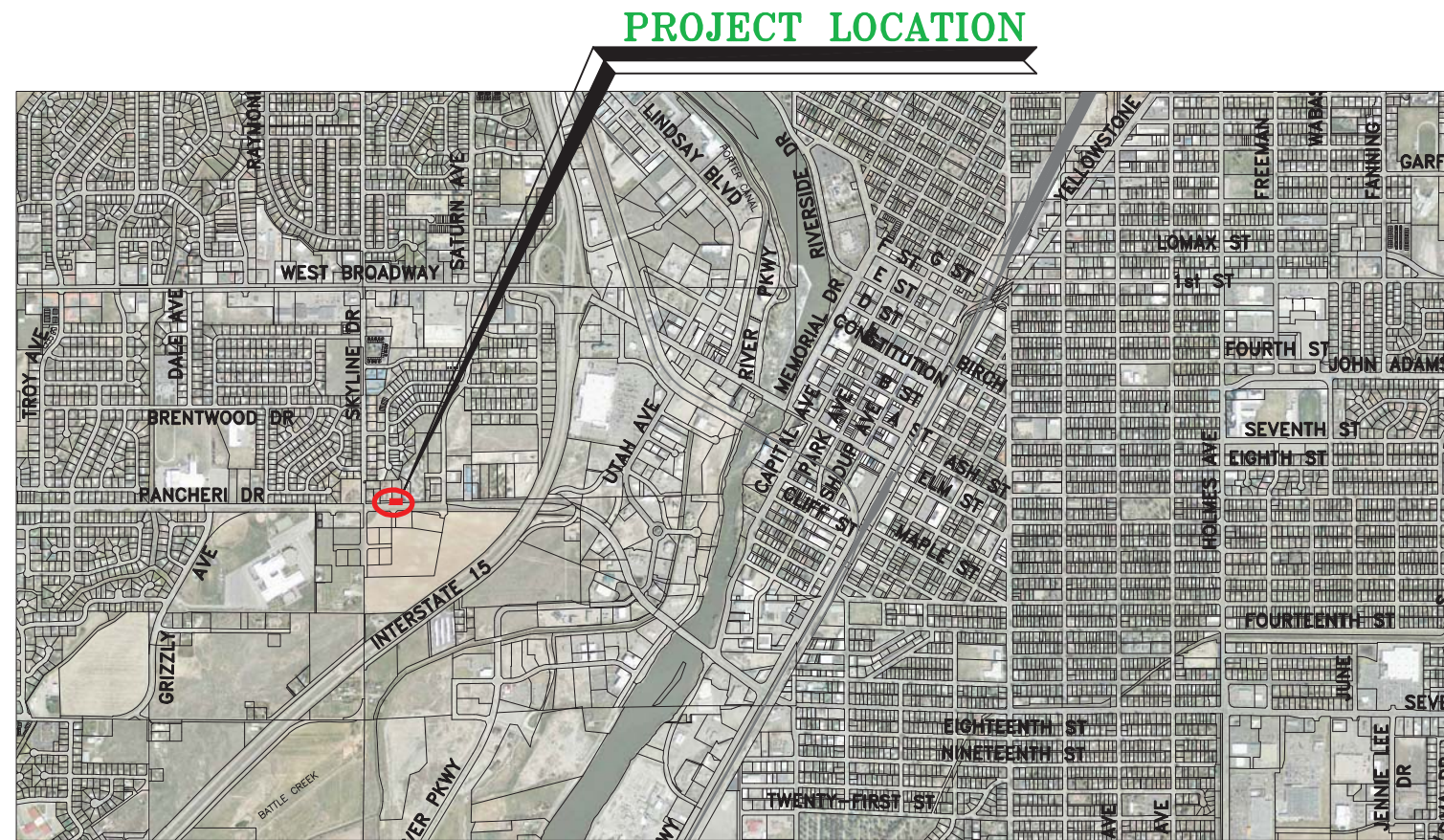


The City Attorney's office has reviewed the bid process and concurs that the Council action desired is within Idaho State Statute.

2-37-24-3-SWR-2023-10  
2023-18

# PANCHERI SEWER LIFT STATION IMPROVEMENTS

## PROJECT # 2-37-24-3-SWR-2023-10



PROJECT LOCATION

MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

MICHELLE ZIEL-DINGMAN  
LISA BURTENSHAW  
THOMAS HALLY

JIM FRANCIS  
JOHN B. RADFORD  
JIM FREEMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR

CHRIS H FREDERICKSEN, P.E.

CITY ENGINEER

KENT J. FUGAL, P.E., PTOE

2023



Digitally signed by Kent J  
Fugal: A01410C00000177F92E041C00017649  
Date: 2023.02.09 09:41:12-0700

AS BUILT:		
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY		
ENGINEERING DIVISION	PANCHERI SEWER LIFT STATION IMPROVEMENTS	
CHK BY: CEP	DSG BY: CW	DWN BY: CW
FILE NO. 2-37-24-3-SWR-2023-10	DATE PLOTTED: 01/26/23	SHEET NO. 1 OF 5
DWG NO. Titlepage Pancheri Lift Station		

City of Idaho Falls  
Engineering Division  
Bid Tabulation

**Project:** Pancheri Sewer Lift Station Improvements  
**Submitted:** Kent J. Fugal, P.E., PTOE  
**Number:** 2-37-24-3-SWR-2023-10  
**Date:** March 1, 2023

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Vanguard LLC		3H Construction LLC	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
SP-1		SPECIAL PROVISIONS								
	S0512	Upgrade Sanitary Sewer Lift Station	1	LS	\$120,000.00	\$120,000.00	\$141,610.00	\$141,610.00	\$199,035.00	\$199,035.00
	TOTAL					\$120,000.00	\$141,610.00		\$199,035.00	

Note: One additional bid received was deemed non-responsive.

# Memorandum

File #: 21-815

City Council Meeting

**FROM:** Bear Prairie, General Manager  
**DATE:** Friday, February 24, 2023  
**DEPARTMENT:** Idaho Falls Power

## Subject

TEA Energy Authority WSPP Agreements Trade Confirmation Nos. 1206812-3

## Council Action Desired

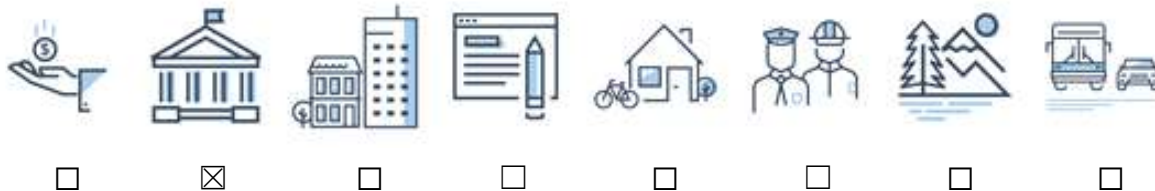
- ☐ Ordinance ☐ Resolution ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Ratify TEA Energy Authority's WSPP Agreements for Trade Confirmation Nos. 1206812-3 for a total purchase amount of \$2,088,240.00, (or take other action deemed appropriate).

## Description, Background Information & Purpose

Idaho Falls Power requests ratification of these power trade agreements with TEA Energy Authority to purchase 10-MW of peak load energy for \$2,088,240 and sell 10-MWs of peak load energy at Mid-C Index pricing for the time period of July 1, 2023 - September 30, 2023. These two transactions price hedge the index priced purchase from Bonneville Power Administration that was previously entered into in order to reduce market price exposure for customers.

## Alignment with City & Department Planning Objectives



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

## Interdepartmental Coordination

n/a

## Fiscal Impact

This transaction is within the acceptable range of the IFP 2022-23 budget and complies with risk management policies.

## Legal Review

n/a



### WSPP AGREEMENT CONFIRMATION LETTER

This confirmation letter shall confirm the Transaction agreed to on **February 15, 2023** 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:

SELLER	BUYER
<p>The Energy Authority, Inc.</p> <p>Attn: Risk Confirms Power</p> <p>Phone: 904-360-1459</p> <p>Fax: 904-634-0425</p> <p>Email: riskconfirms@teainc.org</p>	<p>Idaho Falls Power</p> <p>Attn: IFP Power Confirmation Department</p> <p>Phone:</p> <p>Fax: 208-388-2521; 904-634-0425</p> <p>Email:</p> <p>bprairie@ifpower.org;cdmorgan@ifpower.org;riskconfirms@teainc.org</p>

**Product:** Firm Liquidated Damages





**Contract Quantity:** Detail attached

**Contract Price:** Detail attached

**Delivery Period:** July 1, 2023 to September 30, 2023

This confirmation letter is being provided pursuant to and in accordance with the WSPP Agreement dated 03/05/2008 (the "Master Agreement") 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 acknowledge your acceptance of these terms and conditions by having the appropriate, authorized party in your organization sign below and return this to The Energy Authority, Inc. via email at riskconfirms@teainc.org or facsimile to 904-634-0425. If these terms are contrary to your understanding, please notify The Energy Authority, Inc. immediately as failure to notify The Energy Authority, Inc. within 2 business days constitutes your acceptance of the transaction as described above. Please note that verbal agreements regarding transactions are binding. The parties agree that telephonic conversations may be recorded and such recordings are proof of verbal agreements. The recordings are admissible as evidence in the event of a dispute.

The Energy Authority, Inc.	Idaho Falls Power
<p>By: </p> <p>Title:</p> <p>Date: February 15, 2023</p>	<p>By: </p> <p>Title: </p> <p>Date: </p>

**Delivery Schedule Detail**

**Delivery Schedule:** Monday through Saturday, HE 0700 through 2200 (16 Hours) PPT, excluding NERC holidays

**Time Zone:** PPT

**Details:**

Start Date:	End Date:	Start Time:	End Time:	Block:	Peak:	Volume:	Point:	Price:
07/01/2023	09/30/2023	HE7	HE22	6x16	Peak	10.00 MW	BPAT.MID-COLUMBIA (MID-C)	169.500000 ✓

**Total Quantity:** 12,320.00

**Total Notional Value:** \$2,088,240.00 ✓

**Comments:**

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<p><b>The Energy Authority, Inc.</b></p> <p>By: </p> <p>Title:</p> <p>Date: February 15, 2023</p>	<p><b>Idaho Falls Power</b></p> <p>By: </p> <p>Title: <u>GM</u></p> <p>Date: <u>2-16-23</u></p>
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**Time Zone:** PPT

**Details:**

Start Date:	End Date:	Start Time:	End Time:	Block:	Peak:	Volume:	Point:	Price:
07/01/2023	09/30/2023	HE7	HE22	6x16	Peak	10.00 MW	BPAT.MID-COLUMBIA (MID-C)	ICE MID-C

**Total Quantity:** 12,320.00

**Total Notional Value:**

**Comments:**