



## Twin Falls City Council Agenda

Monday, May 4, 2026, 5:00 PM  
203 Main Ave E Twin Falls, ID

### Special Notice

The City Council will meet at 305 3rd Ave E from 3:30-4:30 for a tour of the gym, then return to City Hall for a regular meeting at 5.

**Members:** Mayor Jason Brown, Vice Mayor Craig Hawkins, Council Members Christopher Reid, Grayson Stone, Cherie Vollmer, Ruth Pierce, Nathan Murray

- 1) Call Meeting to Order/Confirmation of Quorum
- 2) Pledge of Allegiance
- 3) Invocation
  - a) **PRESENTATION:** Reverend Andrew Hamblen
- 4) Proclamations
  - a) **PRESENTATION:** Public Service Recognition Week
  - b) **PRESENTATION:** Peace Officer Memorial
  - c) **PRESENTATION:** Idaho Gives Week
- 5) Consent Calendar
  - a) **ACTION ITEM:** Request Council approval on April 27, 2026, Minutes.  
By: Rachael Long, Deputy City Clerk
  - b) **ACTION ITEM:** Request to approve Accounts Payable for April 23-29, 2026.  
By: Amy Luna, City Clerk
  - c) **ACTION ITEM:** Motion to declare city equipment #3243 2009 Volvo Roller and #3277 2019 Sweeper surplus and authorize its sale by online auction.  
By: Chevane Walker
  - d) **ACTION ITEM:**  
Request City Council to approve the Special Event Permit for the Twin Falls Pride Festival.  
By: Wendy Davis, Parks and Recreation Director
  - e) **ACTION ITEM:**  
Request the City Council approve the Special Event Permit for the Twin Falls Pride Kickoff Rally.  
By: Wendy Davis, Parks and Recreation Director
  - f) **ACTION ITEM:**  
Request City Council to approve the Special Event Permit for the Summer Reading Kickoff 2026.  
By: Wendy Davis, Parks and Recreation Director
  - g) **ACTION ITEM:**  
Request the City Council approve the Special Event Permit for the Twin Falls Municipal Band 121st Concert Season.  
By: Wendy Davis, Parks and Recreation Director
  - h) **ACTION ITEM:**  
Request City Council approve the Special Event Permit for the Magic Valley Law Enforcement Memorial.  
By: Wendy Davis, Parks and Recreation Director
  - i) **ACTION ITEM:**  
Request City Council to approve the Special Event Permit for the St. Edward's Catholic School Variety Show.  
By: Wendy Davis, Parks and Recreation Director
  - j) **ACTION ITEM:**  
Request City Council to approve the Special Event Permit for the Girls on the Run 5K.  
By: Wendy Davis, Parks and Recreation Director
  - k) **ACTION ITEM:**  
Request City Council approve the Special Event Permit for Market on Main.  
By: Wendy Davis, Parks and Recreation Director
  - l) **ACTION ITEM:** Request to approve Findings of Facts and Conclusions of Law for the following: PZ26-0008 ZDC - rezone to add Professional Office Overlay  
By: William Klaver, Senior Planner
- 6) Items of Consideration
  - a) **ACTION ITEM:** Twin Falls School District is requesting a fee waiver for Robert Stuart for their HVAC remodel and upgrade at 644 Caswell Ave W. Permit # 26-0878.  
By: Matthew Long, Building Official
  - b) **ACTION ITEM:** Twin Falls School District is requesting a fee waiver for Bickel Elementary school HVAC remodel and upgrade at 607 2nd Ave E. Permit # 26-0886.

By: Matthew Long, Building Official

- c) **ACTION ITEM:** Request approval to purchase two crack-sealing machines through the State of Idaho contract, along with additional equipment needed to expand the Street Department's crack-sealing program at a cost not to exceed \$200,000.00, to be funded using streetreserves.

By: Mark Thomson Street Department Superintendent

- d) **ACTION ITEM:** Consider a request to accept a quote for \$190,720 from Big T Recreation for a playground purchase and installation for the park at Elizabeth and Hankins and authorize the Director to sign the quote.

By: Wendy Davis, Parks and Recreation Director

- e) **ACTION ITEM:** Consider a request to approve CORE Construction Guaranteed Maximum Price (GMP) of \$1,643,945 for construction of the Vista Bonita Expansion project.

By: Wendy Davis, Parks and Recreation Director

7) General Public Input

8) Advisory Board Report/Announcements

9) Executive Session

- a) **ACTION ITEM:** Request to adjourn to Executive Session pursuant to Idaho Code § 74-206(1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student;(e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations;(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

By:

10) Adjournment

Any person(s) needing special accommodation to participate in the above-noticed meeting could contact Josh Palmer (208) 735-7312 at least two working days before the meeting. Si Desae Esta information in Español, Por favor llama a Josh Palmer al telephone (208) 735-7312.

**Public Input Procedures**

1. Individuals wishing to provide public input regarding matters relevant to the City of Twin falls shall:
  - a. Wait to be recognized by the Mayor or Chairman.
  - b. Approach the microphone/podium.
  - c. State their name, and whether they are a resident or property owner of the City of Twin Falls and proceed with their input.
2. All public input will be limited to two (2) minutes. Individuals are not permitted to give their time to otherspeakers.
3. All presenters shall remain respectful.

Public input will not be about any of the items that were on this agenda, personnel, or a personnel-related issue. All issues involving City personnel should be directly communicated with the mayor and/or the City Manager.

Anyone failing to follow these rules will be provided with one (1) warning. Should the speaker continue to disregard these rules after the warning, will have the microphone muted and they will be asked to return to their seats.

**Public Hearing Procedures for Zoning Requests**

1. Prior to opening the first Public Hearing of the session, the Mayor or Chair shall review the public hearing procedures.
2. Individuals wishing to testify or speak before the City Council or Planning & Zoning Commission shall wait to be recognized by the Mayor or Chair, approach the microphone/podium, state their name, and then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the staff. The staff shall make an audio recording of the Public Hearing.
3. A City Staff Report shall summarize the application and history of the request.
4. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
  - **A complete explanation and description of the request.**
  - **Why the request is being made.**
  - **Location of the Property.**
  - **Impacts on the surrounding properties and efforts to mitigate those impacts.**
5. Applicant is limited to 15 minutes, unless a written request for additional time is received, at least 72 hours prior to the hearing, and granted by the Mayor or Chairman.
6. The City Council or Planning & Zoning Commission may ask questions of staff or the applicant pertaining to the request.
7. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor or Chair may limit public testimony to no less than two (2) minutes per person.
  - **Individuals are not permitted to give their time to other speakers.**
  - **However, five (5) or more individuals that received written notice of the public hearing may appoint, by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the Mayor or Chair. The spokesperson shall be limited to 15 minutes.**
  - **Written comments, including e-mail, shall be received 2 business days prior to the date of the hearing to be accepted for consideration by the hearing body.**
8. Following the Public Testimony, the applicant is permitted five (5) minutes to respond.
9. Following the Public Testimony and Applicant's response, Council or Commission members, as recognized by the Mayor or Chair, shall be allowed to question the Applicant, Staff or anyone who has testified. Responses shall be limited to answering the questions asked. The Mayor or Chair may limit the time permitted for the answer.
10. The Mayor or Chair shall close the Public Hearing. The City Council or Planning & Zoning Commission shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.

\* Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and thereafter removed from the room by order of the Mayor or Chairman.

*Office of the Mayor of the  
City of Twin Falls*

# Proclamation

*Week  
May 3-9, 2026*

## **PUBLIC SERVICE RECOGNITION WEEK**

**WHEREAS:** Americans are served every single day by public servants at the federal, state, county and city levels. And these unsung heroes do the work that keeps our nation working.

**WHEREAS:** Many public servants, including military personnel, police officers, firefighters, and others, risk their lives each day in service to the people of the United States and around the world;

**WHEREAS:** Public servants include planners, public works crews, first responders, librarians, parks and recreation staff, IT specialists, engineers, human resources specialists, building inspectors, finance officers, prosecutors and countless other occupations. They provide the diverse services demanded by the American people of their government with efficiency and integrity; and

**WHEREAS:** Without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials;

**THEREFORE, I, Jason Brown, Mayor of the City of Twin Falls, do hereby proclaim the week of May 3rd through 9<sup>th</sup> as Public Service Recognition Week. All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels — federal, state, county, and city.**

*In witness whereof we have here unto set our hand and caused this seal to be affixed on this 4<sup>th</sup> day of May.*

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*Jason Brown, Mayor  
City of Twin Falls*

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*Amy Luna  
City Clerk*

**Offices of  
Twin Falls County and the City of Twin Falls**

**Proclamation**

**A PROCLAMATION** by the County and City of Twin Falls Idaho, declaring Sunday, May 10th through Saturday, May 16th as Police Week and Friday, May 15, 2026, as Peace Officers Memorial Day.

**WHEREAS**, the Congress and President of the United States have designated the week in which May 10-16, 2026, falls as National Police Week; and

**WHEREAS**, the members of the law enforcement agencies of the County and City of Twin Falls play an essential role in safeguarding the rights and freedoms of the residents of the County and City of Twin Falls; and

**WHEREAS**, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their law enforcement agency and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder and by protecting the innocent against deception and the weak against oppression; and

**WHEREAS**, the men and women of the law enforcement agencies of the County and the City of Twin Falls unceasingly provide a vital public service;

**Now, therefore**, we, call upon all citizens of the County and City of Twin Falls and upon all patriotic, civic and educational organizations to observe the week of May 10 through May 16, 2026, as Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

**Furthermore**, we call upon all citizens to observe May 15, 2026, as Peace Officers Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their communities or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

In witness whereof, we have hereunto set our hand and caused this seal to be affixed on this 4th day of May 2026.

\_\_\_\_\_  
Brent Reinke  
Twin Falls County Commissioner

\_\_\_\_\_  
Jason Brown  
Mayor of Twin Falls

*Office of the Mayor of the  
City of Twin Falls*

# Proclamation

## **Idaho Gives Week**

**WHEREAS:** nonprofit organizations help build and sustain healthy communities in our state and enhance the quality of life for Idahoans and for others throughout the country and the world; and

**WHEREAS:** over 7,000 charitable nonprofit organizations based in Idaho contribute significantly to our economy by providing services to our communities, employing over 79,000 Idahoans, and producing total revenue of over \$10.3 billion in service to our communities; and

**WHEREAS:** Idaho's nonprofit leaders often are entrepreneurs, create new solutions to problems, and fill previously unmet needs in the areas of health, recreation, education, research, arts, social services and more; and

**WHEREAS:** Idaho Gives Week serves as a time for Idahoans to join together with one voice on one day to contribute to and amplify the efforts of Idaho nonprofits; and

**WHEREAS:** the nonprofit sector acts as a responsible steward of charitable dollars to achieve a diverse range of missions and goals; and

**WHEREAS:** nonprofit organizations often fulfill their missions by advocating on behalf of those who cannot advocate for themselves.

**THEREFORE, I, Jason Brown, Mayor of the City of Twin Falls, do hereby proclaim the week of May 4th through 7th as**

## **Idaho Gives Week**

*In the city of Twin Falls, I encourage all residents to continue to recognize and support the many nonprofit organizations in our community.*

*In witness whereof we have here unto set our hand and caused this seal to be affixed on this 4<sup>th</sup> day of May.*

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*Jason Brown, Mayor  
City of Twin Falls*

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*Amy Luna  
City Clerk*



## Twin Falls City Council Minutes

Monday, April 27, 2026, 5:00 PM

203 Main Ave E  
Twin Falls, ID 83301

### 1) Call Meeting to Order/Confirmation of Quorum

Present:

Mayor Jason Brown, Vice Mayor Craig Hawkins, Council Members Ruth Pierce, Christopher Reid, Nathan Murray, Cherie Vollmer & Grayson Stone.

Staff Present:

City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Gretchen Scott, City Attorney Bruce Castleton, City Clerk Amy Luna, Deputy City Clerk Rachael Long, Police Chief Matthew Hicks, Fire Chief Mitchell Brooks, Public Information Coordinator Joshua Palmer, Fire Chief Mitchell Brooks, Deputy Fire Chief Shane Smith, Battalion Chief Corey Beam, Captain Brent Wright, Captain Terrance Thueson, Police Chief Matthew Hicks, City Planner Kelly Ebersole, Planning and Zoning Director Jonathan Spendlove, Airport Manager Matt Barnes, Public Works Director Josh Baird, Water Superintendent Robert Bohling

**Mayor Brown** called the meeting to order at 5:00 PM. A quorum was present.

### 2) Pledge of Allegiance

**Mayor Brown** invited all present, who wished, to recite the Pledge of Allegiance to the Flag.

### 3) Proclamations

a) Sexual Assault Awareness

**Mayor Brown** read and presented the Sexual Assault Awareness Proclamation.

### 4) Consent Calendar

**MOTION: Council Member Reid** moved to approve the Consent Calendar as presented. **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

a) Request to approve City Council April 20, 2026 minutes.

b) Request to approve Accounts Payable for April 16-22, 2026

c) Request to approve 2026 February & March Wells Fargo Credit Card Summary.

- d) Request to approve an Alcohol License for Hong Kong of Twin Falls.
- e) Consider a recommendation from the Twin Falls Parks and Recreation Commission to accept a bench donation from Wanda Gustafson in memory of Kathryn and Dale Tankersley.

## 5) Items of Consideration

- a) Consideration of a request to ratify staff action and authorize the application of \$114,342.40 of interest revenue toward the lease purchase agreement principal for the Pierce PUC Enforcer Pumper financed through Zions Bancorporation, N.A., and to approve the associated unbudgeted expenditure.

**City Financial Officer Howard** requested to ratify staff action and authorize the application of \$114,342.40 of interest revenue toward the lease purchase agreement principal for the Pierce PUC Enforcer Pumper financed through Zions Bancorporation, N.A., and to approve the associated unbudgeted expenditure.

### **Discussion ensued on the following:**

**City Manager Rothweiler** gave a little more clarification on the situation.

**MOTION: Council Member Stone** moved to approve the request to ratify staff action and authorize the application of \$114,342.40 of interest revenue toward the lease purchase agreement principal for the Pierce PUC Enforcer Pumper financed through Zions Bancorporation, N.A., and to approve the associated unbudgeted expenditure. **Council Member Vollmer** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- b) Consideration of a request for the use of funds allocated for the part-time regular Airport Custodian position to fund Janitorial Professional Services.

**Airport Manager Barnes** requested the use of funds allocated for the part-time regular Airport Custodian position to fund Janitorial Professional Services.

### **Discussion ensued on the following:**

**Council Member Murray** asked if this is a permanent change going forward.

**MOTION: Council Member Pierce** moved to approve the request to allocate funds for the part-time regular Airport Custodian position to fund Janitorial Professional Services. **Council Member Reid** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- c) Request to approve the use of grant funds from the State of Idaho for State approved Hazardous Material Response items up to the amount of \$500,885.71.

**Battalion Chief Beam** requested to approve the use of grant funds from the State of Idaho for the State approved Hazardous Material Response items up to the amount of \$500,885.71.

### **Discussion ensued on the following: none**

**MOTION: Council Member Pierce** moved to approve the use of grant funds from the State of Idaho for State approved Hazardous Material Response items up to the amount of \$500,885.71. **Council Member Stone** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- d) Requesting approval for the Twin Falls Police Department to apply for the COPS grant. **Police Chief Hicks** requested approval for the Twin Falls Police Department to apply for the COPS grant.

### **Discussion ensued on the following:**

**Council Member Reid** asked how recruiting is going right now.

**Council Member Stone** asked if, to meet minimum standards, are we paying patrol overtime right now and what is the amount?

**Council Member Pierce** asked about sergeants coming down to cover shifts?

**Mayor Brown** asked if we have been awarded every time we apply for this grant?

**MOTION: Council Member Reid** moved to approve the request for the Twin Falls Police Department to apply for the COPS grant. **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- e) Confirming the appointment of Jason Brown and Clark Kauffman to serve as members of the policy board for the Magic Valley Metropolitan Planning Organization (MVMPO).

**City Manager Rothweiler** requested the City Council to confirm the appointment of Jason Brown and Clark Kauffman to serve as members of the policy board for the Magic Valley Metropolitan Planning Organization (MVMPO).

**Discussion ensued on the following:**

**Council Member Pierce** stated she has worked with both gentlemen and fully supports them.

**MOTION: Council Member Pierce** moved to approve the request to confirm the re-appointment of Jason Brown and Clark Kauffman to serve as members of the policy board for the Magic Valley Metropolitan Planning Organization (MVMPO). **Council Member Murray** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

## 6) General Public Input

## 7) Advisory Board Report/Announcements

**Ruth Pierce** stated that early voting opened today. Get out and vote!

**Craig Hawkins** stated that Ruth Pierce won the Lifetime achievement award with the Chamber.

## 8) Public Hearings

- a) Request for a Zoning District Change to add "Professional Office Overlay" to property located at 2111 Addison Ave E. c/o Mark Jones on behalf of Carolyn Matsuoka.

**City Planner Ebersole** requested a Zoning District Change to add "Professional Office Overlay" to property located at 2111 Addison Ave E. c/o Mark Jones on behalf of Carolyn Matsuoka.

**Public Hearing Opened:** 5:41 pm

**Public Hearing Closed:** 5:42 pm

**Discussion ensued on the following:**

**Council Member Vollmer** drives by this area a lot and stated this makes sense for the change.

**MOTION: Council Member Reid** moved to approve the request for a Zoning District Change to add "Professional Office Overlay" to property located at 2111 Addison Ave E. c/o Mark Jones on behalf of Carolyn Matsuoka. **Council Member Stone** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

## 9) Executive Session

- a) Request to adjourn to Executive Session pursuant to Idaho Code § 74-206(1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public-school student.(c) To acquire an interest in real property not owned by a public agency;(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

**MOTION: Council Member Pierce** moved to adjourn to Executive Session 74206(1)(b) to consider the evaluation, dismissal, or discipline of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public-school student. (c) To acquire an interest in real property not owned by a public agency;(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options

for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement. **Council Member Reid** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

**10) Adjournment**

The meeting convened for an executive session at 05:45 PM and the executive session ended at 7:45 PM.

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Rachael Long, Deputy City Clerk





**Date:** Monday, May 4, 2026  
**To:** Honorable Mayor and City Council  
**From:** Cheyene Walker

## **ACTION ITEM**

### **Request:**

Motion to declare city equipment #3243 2009 Volvo Roller and #3277 2019 Sweeper surplus and authorize its sale by online auction.

### **Time Estimate:**

5 minutes

### **Background:**

The Twin Falls fleet management plan is based on historical data, current and expected growth, and current and expected responses. The objective of this plan is to identify and replace mobile equipment that has met or exceeded serviceable life and replace equipment which meets the following criteria:

- Maintains or improves the current level of service.
- It is cost-effective to the citizens of the City of Twin Falls.
- Incorporates modern technologies.
- It is safe to operate.

The Twin Falls Fleet plan integrates the rotation of select equipment over the life of the plan to maximize serviceable life. It is the Fleet Maintenance and Street Department's determination that the Volvo Roller equipment #3243 and 2019 Schwarz Sweeper equipment #3277 should be declared surplus and approved for sale by online auction.

### **Approval Process:**

A majority vote of the Council present is needed to approve this request.

### **Budget Impact:**

The proceeds from the online auction will go back into the Street Fund.

### **Regulatory Impact:**

None

### **History:**

N/A

### **Analysis:**

N/A

### **Conclusion:**

It is the Fleet Maintenance and Street Departments' determination that units #3243 and #3277 should be declared surplus and approved for sale by online auction.

**Attachments:**

None



# Council Agenda Information

## Review

### Approval Process:

Consent of the City Council. This event does meet the requirements for a Special Event Permit as outlined in City Code 3-6-2

- (A) Is expected to draw five hundred (500) or more persons at any session as participants or spectators and is proposed to be held at a park;
- (B) Impacts city streets, sidewalks, parks and common areas, or city resources;
- (C) Unless otherwise permitted to do so, propose to sell or serve alcohol publicly; or
- (D) Intends to broadcast amplified sound or generate unusual noise.

## Streets



### Streets Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

### Comments, requests and requirements from Streets

A traffic control plan is needed for the closure of 6th Ave.

## Engineering



### Engineering Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

### Comments, requests and requirements from Engineering

## Planning and Zoning



### Planning and Zoning Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

## Comments, requests and requirements from Planning and Zoning

### Electrical



#### Electrical Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Electrical

### Police



#### Police Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Police

### Fire



#### Fire Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Fire

### Parks



#### Parks Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Parks

## Event Coordinator

### Charges/Fees

Row	Description	Cost	Quantity
1	Application Fee	\$25.00	1

**Total Due \***

\$25.00

**Special Event Departments \***

Which departments should be asked to review this application?

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Streets    | <input checked="" type="checkbox"/> Engineering | <input checked="" type="checkbox"/> Planning and Zoning |
| <input checked="" type="checkbox"/> Electrical | <input checked="" type="checkbox"/> Police      | <input checked="" type="checkbox"/> Fire                |
| <input checked="" type="checkbox"/> Parks      |   |   |

**Reviewer Name \***

Mable Shurtleff

## Initial Questions

**Will you be using a Park Facility (City Pool and Ballfields included), City Trail, or Downtown Commons/Main Street? \***

- Yes  No

**Type of Event \***

Please select all that apply

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Car Show                       | <input type="checkbox"/> Carnival/Fair           | <input type="checkbox"/> Dance               |
| <input type="checkbox"/> Concert/Performance            | <input type="checkbox"/> Exhibits/Miscellaneous  | <input checked="" type="checkbox"/> Festival |
| <input type="checkbox"/> Parade                         | <input type="checkbox"/> Picnic/Family Gathering | <input type="checkbox"/> Pool Reservation    |
| <input type="checkbox"/> Run/Walk/Race                  | <input type="checkbox"/> Special Attraction      | <input type="checkbox"/> Street Fair         |
| <input type="checkbox"/> Tournament (Sport Field/Court) | <input type="checkbox"/> Other                   |  |

**Estimated Number of Attendees \***

1,500

50+ requires permission  
250+ requires waste plan  
500+ is a special event

**Will there be amplified or unusual sound at your event? \***

- Yes  No

**Will your event impact or require any street closure? \***

- Yes  No

**Will alcohol be sold or served publicly at your event? \***

Yes  No

**Will there be tents, canopies, or other temporary structures? (includes inflatables) \***

Yes  No

**Provide a description of tents or structures.**

No water features allowed. Tent stakes must be less than 12". Fire inspection may be required.

We expect approximately 80 vendors with tents/canopies. Sizes will vary from 10x10 to 10x20.

**Will there be vendors selling goods or services at this event (including lessons or paid activities)? \***

Yes  No

**Will you be driving vehicles into the park or parking on the grass or in the park? \***

Yes  No

**Will your event require access to or use of the park after hours? (before 6am or after 11pm) \***

Yes  No

**Will you be camping overnight in any park facility? \***

Yes  No

**Will you be operating any type of motorized vehicle on any of the trail system? \***

Yes  No

**Will you be riding bicycles on any area of the park other than a paved road or trail designated for that purpose? \***

Yes  No

**Will bicycles or vehicles operate at a rate of speed exceeding fifteen (15) miles per hour? \***

Yes  No

**Will you have horses or other animals at the event? (other than dogs) \***

Yes  No

**Will there be hot air balloon(s)? \***

Yes  No

**Do you plan to scuba dive in designated swim area at Dierkes Lake? \***

Yes  No

**Will you need to park any vehicles or equipment 1 ½ ton capacity or more in any park parking lots? \***

Yes  No

**Will you require power? (There may an additional fee for power) \***

Yes  No

## Contact Information

### Event Organizer

---

**First Name \***

Noah

**Last Name \***

Heck

### Onsite Contact

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**First Name \***

Noah

**Last Name \***

Heck

## Event Information

**Event Name \***

Twin Falls Pride Festival

**Event Location (Park or Facility Requested)**

Twin Falls City Park

**Is this event indoors or outdoors? \***

- Indoors  
 Outdoors

**Event Reoccurrence**

- One Time Event  
 Recurring over several weeks/months

**Event Description \***

Our annual all ages Pride Festival event will include the following:

- Upward of 70 vendors and booths
- Food trucks and vendors
- Inflatable decorations
- General music by DJ, live bands, and dance performances
- Inflatable bounce houses (TBD)
- Craft space for kids

Medical station/lost and found through volunteer certified professionals

Event security through TFPD, trained volunteers, and/or an approved alternative security company

[Canyon Rim](#)   [City Park](#)   [Downtown Commons](#)   [Sunway Soccer Park](#)  
[Shoshone Falls](#)   [Dierkes](#)   [Harmon Park](#)   [Thomsen Park](#)   [Oregon Trail](#)

Download this provided template and add your layout. Upload your completed layout below.

## Event Map\*

Pride in the Park Map - 2026.pdf

2.17MB

## Set-up Time Start\*

06/06/2026 09:00:00 AM

## Set-up Time End\*

06/06/2026 11:00:00 AM

## Event Time Start\*

06/06/2026 11:00:00 AM

## Event Time End\*

06/06/2026 07:00:00 PM

## Take Down Time Start\*

06/06/2026 07:00:00 PM

## Take Down Time End\*

06/06/2026 09:00:00 PM

**Important, PLEASE READ:** Full payment of all fees, map of event layout and liability insurance (if applicable) must accompany this completed application in order to request a reservation. Complete reservation requests are processed in the order in which they are received with annual events (3 years or more) given first consideration.

## Parking Plan

### Parking Plan\*

Food Vendors will be parking along 6th Ave, so we'd like to have that part of the street closed. Attendees will park in the available parking areas around the park and downtown.

### Parking Plan Map

## Permits, Licenses and Agreements

### Will goods, services, food, or beverages be sold?\*

Yes  No

- ✓ *Food Concession and Commercial Activity Permit will be required*
- ✓ *Handwashing stations may be required by Health Department*
- ✓ *Agreement and fees may be required*

### Will you have keg beer at your event?\*

Yes  No

### Will your event utilize signs, banners, flags, etc.?\*

Yes  No

## Definitions



\*A "banner sign" is a temporary sign having characters, letters, or illustrations applied to plastic, cloth, canvas, or other similar material, with the only purpose of such nonrigid material being for background.

\*A "sandwich board sign" is a temporary sign that is generally constructed in such a manner as to form an "A" like shape or is constructed with a base and single upward sign face, forming an upside down "T" but not permanently attached to the ground.

- Sandwich board signs are allowed within multi-tenant developments. Only 1 allowed per business.
- Sandwich board signs shall be located not more than ten feet (10') from the door of the business.

\*A Community Event Sign announces a campaign, drive activity or celebration of a civic, political, public, philanthropic, religious or educational organization for noncommercial purposes. Community Event signs are allowed off premise but permission from the owner of the property where the sign will be located is required prior to issuance of a permit. Please provide a list of the locations of where any off premise signs will be located.

\*May not be larger than 64 sq. ft. in size with a maximum height not to exceed 10 ft.

\*An "inflatable sign" is a temporary ground mounted sign that is manufactured of plastic, cloth, canvas, or other light fabric, inflated with air and held upright, typically by mechanical means.

\*The minimum setback from the road right of way shall be one and one-half (1-1/2) times the height of the sign.

A sign permit may be required from the Planning and Zoning Department.

**Will your event generate any type of waste? \***

Yes  No

**Is this an ongoing or seasonal request? \***

Yes  No

*Agreement, insurance, and fees may apply*

**Will your event include pyrotechnics or fireworks? \***

Yes  No

## Notification

Event organizers are required to notify any nearby property owners who may be impacted by the holding of their special event. This notification must be made in writing and be given to said property owners no less than fourteen (14) days prior to the planned event. The special event permit will not be issued unless this requirement has been met. The written notice must include the following information:

- Date and time of special event
- Location of the event
- Additional areas affected by the event
- Type of event
- Planned road or parking lot closures
- Noise considerations (loud music, etc.)
- Estimated number of attendees

**Notification Acknowledgement \***

I have read and understand this requirement

## Insurance

It is the responsibility of the special event organizer(s) to secure and provide a **COMMERCIAL GENERAL LIABILITY** insurance policy that covers the planned special event. This policy must provide coverage of no less than \$500,000 combined single limit per occurrence. This insurance policy must include a rider for alcohol if it is to be sold, provided or consumed. Insurance requirements may be increased upon demand of the Twin Falls City Attorney, Twin Falls City Risk Manager and/or other local government entities with jurisdiction.

Each policy shall be written as a primary policy, not contributing to, or in excess of, any coverage which the City may carry. A certificate of Insurance naming the City of Twin Falls as additionally insured and as the certificate holder must be provided with this application. Failure to provide insurance coverage will immediately terminate special event application or approval.

### Insurance Documents

## Security

As an event organizer, you are required to provide a safe and secure environment for your event. This is accomplished through pre-planning and anticipation of problems or concerns related to event activities.

Most major events require the services of approved security (either paid professional security or a law enforcement agency). The Special Events Coordinator/Sergeant will evaluate each event application and determine the necessity of and type of security. Police Officers may be required depending on the scope of event.

The organizer may also be required to provide additional services (lost child booth, trained medical personnel, etc.) at the discretion of the Special Events Coordinator.

## Waste Plan

As an event organizer, you are responsible for the waste generated by your participants, spectators and vendors, as well as the costs associated with proper disposal.

### Discarded Materials \*

List what materials from your event will be discarded by vendors and attendees (i.e. cardboard, plastic bags, food waste, Styrofoam, plastic bottles, aluminum cans etc.):

We anticipate cardboard, plastic bags, food waste, Styrofoam, plastic bottles, aluminum cans, paper decorations will be discarded during and after the festival.

### Have you arranged for portable toilets? \*

Yes  No

### Have you contracted for additional trash receptacles and/or dumpsters? \*

Yes  No

### Name of Contracted Company \*

PSI

### Number of Trash Receptacles \*

11

### Size of Trash Receptacles

### Contact person in charge of waste. \*

Noah Heck

### Phone number of contact

2087310187

### Number of staff assisting in removal.

10

Any cleanup required by City Personnel following an event will be at the expense of the event organizers.

## Restrictions and Signature

### **Please be aware of the following restrictions:**

- Fires are allowed in fireplaces or grills only.
- Dogs must be on leash in parks, with the exception of Baxter Dog Park.
- Dogs are prohibited in the grassy park area of Dierkes Lake Park.
- Alcohol is prohibited at Dierkes Lake Park, Sunway Soccer Fields, First Federal Park & St Luke's Shelter, Oregon Trail Youth Complex, and Sawtooth Softball Fields. Water slides, inflatable water features and dunk tanks are prohibited.
- Hours for amplified music are Mon—Fri 11am-9pm, Sat 8am-9:30pm, Sunday 12:15pm-8pm.

### **The following are prohibited in parks and on trails:**

- Glass containers
- Soliciting
- Loitering and Boisterousness
- Discharging of fireworks and explosives
- Possessing intoxicating beverages where prohibited or be under the influence in any public space
- Throwing objects other than in designated areas
- Climbing trees
- Damaging, cutting, removing, or attaching anything to any trees or plants
- Digging or disturbing grass or natural landscape
- Walking or standing on monuments, fountains, railings, fences, or other features not designed for such use
- Disfiguring or removing any buildings or park amenities
- Endangering the safety of others
- Preventing any person from using any park or its facilities
- Violating park curfew of 11pm
- Hunting, trapping, or pursuing wildlife
- Polluting waters of any kind in parks
- Dumping or depositing trash other than in proper receptacles

1. The prior named Applicant/Organization, in consideration of its use of Twin Falls Parks and Recreation facilities, agrees to release, indemnify and defend the City of Twin Falls, and its agents, employees and representative, from any and all claims, demands or lawsuits arising out of the Applicant's/Organization's use of said facilities.
2. Groups, individuals and applicants further agree that they have received the City's policies, rules and regulations governing use of said facility and agree to be bound by the same.
3. Effect Of A Permit: A Twin Falls park permittee shall be bound by all park rules and regulations and all applicable ordinances as fully as though the same were inserted in said permit. The person or persons to whom a permit is issued shall be liable for any loss, damage or injuries sustained by any person or property by reason of the negligence of the person or persons to whom such permit shall have been issued. The director, or a duly authorized representative, shall have the authority to revoke a permit upon finding of violation of any rule or ordinance, or upon good cause. (Ord. 2735, 9-16-2002)

\*\*Based on the details of your event, a parks use permit might be issued. By signing below, I agree that this permit may be revoked for reasons outlined above. I further agree that this permit will be revoked if it conflicts with any lawful order issued by a Federal, State, or local government agency, including orders issued in response to the COVID-19 pandemic.

By signing this application, I certify that the information contained in the foregoing application is true and correct to the best of my knowledge. I understand that this application is made subject to the rules and regulations established by the Twin Falls City Council. I further agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be uncured by, or on behalf of, the Special Event to the City of Twin Falls.

**Signature \***



**Name \***

Noah Heck

**Date \***

12/07/2025



# Council Agenda Information

## Review

### Approval Process:

Consent of the City Council. This event does meet the requirements for a Special Event Permit as outlined in City Code 3-6-2

- (A) Is expected to draw five hundred (500) or more persons at any session as participants or spectators and is proposed to be held at a park;
- (B) Impacts city streets, sidewalks, parks and common areas, or city resources;
- (C) Unless otherwise permitted to do so, propose to sell or serve alcohol publicly; or
- (D) Intends to broadcast amplified sound or generate unusual noise.

## Streets



### Streets Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

### Comments, requests and requirements from Streets

## Engineering



### Engineering Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

### Comments, requests and requirements from Engineering

## Planning and Zoning



### Planning and Zoning Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

## Comments, requests and requirements from Planning and Zoning

### Electrical



#### Electrical Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Electrical

### Police



#### Police Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Police

Provide insurance as we get closer to the date. If there are any questions about wanted/needed security, please contact Sgt. Howe with TFPD.

### Fire



#### Fire Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Fire

### Parks



#### Parks Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Parks

## Event Coordinator

### Charges/Fees

Row	Description	Cost	Quantity
1	Application Fee	\$25.00	1

**Total Due \***

\$25.00

**Special Event Departments \***

Which departments should be asked to review this application?

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Streets    | <input checked="" type="checkbox"/> Engineering | <input checked="" type="checkbox"/> Planning and Zoning |
| <input checked="" type="checkbox"/> Electrical | <input checked="" type="checkbox"/> Police      | <input checked="" type="checkbox"/> Fire                |
| <input checked="" type="checkbox"/> Parks      |   |   |

**Reviewer Name \***

Mable Shurtleff

## Initial Questions

**Will you be using a Park Facility (City Pool and Ballfields included), City Trail, or Downtown Commons/Main Street? \***

- Yes  No

**Type of Event \***

Please select all that apply

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Car Show                       | <input type="checkbox"/> Carnival/Fair           | <input type="checkbox"/> Dance            |
| <input checked="" type="checkbox"/> Concert/Performance | <input type="checkbox"/> Exhibits/Miscellaneous  | <input type="checkbox"/> Festival         |
| <input type="checkbox"/> Parade                         | <input type="checkbox"/> Picnic/Family Gathering | <input type="checkbox"/> Pool Reservation |
| <input type="checkbox"/> Run/Walk/Race                  | <input type="checkbox"/> Special Attraction      | <input type="checkbox"/> Street Fair      |
| <input type="checkbox"/> Tournament (Sport Field/Court) | <input type="checkbox"/> Other                   |   |

**Estimated Number of Attendees \***

300

50+ requires permission  
250+ requires waste plan  
500+ is a special event

**Will there be amplified or unusual sound at your event? \***

- Yes  No

**Will your event impact or require any street closure? \***

- Yes  No

**Will alcohol be sold or served publicly at your event? \***

Yes  No

**Will there be tents, canopies, or other temporary structures? (includes inflatables) \***

Yes  No

**Will there be vendors selling goods or services at this event (including lessons or paid activities)? \***

Yes  No

**Will you be driving vehicles into the park or parking on the grass or in the park? \***

Yes  No

**Will your event require access to or use of the park after hours? (before 6am or after 11pm) \***

Yes  No

**Will you be camping overnight in any park facility? \***

Yes  No

**Will you be operating any type of motorized vehicle on any of the trail system? \***

Yes  No

**Will you be riding bicycles on any area of the park other than a paved road or trail designated for that purpose? \***

Yes  No

**Will bicycles or vehicles operate at a rate of speed exceeding fifteen (15) miles per hour? \***

Yes  No

**Will you have horses or other animals at the event? (other than dogs) \***

Yes  No

**Will there be hot air balloon(s)? \***

Yes  No

**Do you plan to scuba dive in designated swim area at Dierkes Lake? \***

Yes  No

**Will you need to park any vehicles or equipment 1 ½ ton capacity or more in any park parking lots? \***

Yes  No

**Will you require power? (There may an additional fee for power) \***

Yes  No

Contact Information

## Event Organizer

**First Name \***

Noah

**Last Name \***

Heck

## Onsite Contact

**First Name \***

Noah

**Last Name \***

Heck

## Event Information

**Event Name \***

Twin Falls Pride Kickoff Rally

**Event Location (Park or Facility Requested)**

Twin Falls City Park

**Is this event indoors or outdoors? \***

Indoors

Outdoors

**Event Reoccurrence**

One Time Event

Recurring over several weeks/months

**Event Description \***

The block party will start with a guest speaker (our parade marshal) to kick off the party, performances and a concert of local artists and bands will fill the evening. Attendees will be asked to provide their own seating beyond available seats at the park.

[Canyon Rim](#) [City Park](#) [Downtown Commons](#) [Sunway Soccer Park](#)  
[Shoshone Falls](#) [Dierkes](#) [Harmon Park](#) [Thomsen Park](#) [Oregon Trail](#)

Download this provided template and add your layout. Upload your completed layout below.

**Event Map \***

CityPark.pdf

2.24MB

**Set-up Time Start \***

06/05/2026 06:00:00 PM

**Set-up Time End \***

06/05/2026 07:00:00 PM

**Event Time Start \***

06/05/2026 07:00:00 PM

**Event Time End \***

06/05/2026 08:45:00 PM

**Take Down Time Start \***

06/05/2026 08:45:00 PM

**Take Down Time End \***

06/05/2026 09:00:00 PM

**Important, PLEASE READ:** Full payment of all fees, map of event layout and liability insurance (if applicable) must accompany this completed application in order to request a reservation. Complete reservation requests are processed in the order in which they are received with annual events (3 years or more) given first consideration.

## Parking Plan

**Parking Plan \***

Attendees will park in the available parking areas around the park and downtown.

**Parking Plan Map**

## Permits, Licenses and Agreements

**Will goods, services, food, or beverages be sold? \***

Yes  No

**Will you have keg beer at your event? \***

Yes  No

**Will your event utilize signs, banners, flags, etc.? \***

Yes  No

## Definitions

\*A "banner sign" is a temporary sign having characters, letters, or illustrations applied to plastic, cloth, canvas, or other similar material, with the only purpose of such nonrigid material being for background.

\*A "sandwich board sign" is a temporary sign that is generally constructed in such a manner as to form an "A" like shape or is constructed with a base and single upward sign face, forming an upside down "T" but not permanently attached to the ground.

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\*An "inflatable sign" is a temporary ground mounted sign that is manufactured of plastic, cloth, canvas, or other light fabric, inflated with air and held upright, typically by mechanical means.

\*The minimum setback from the road right of way shall be one and one-half (1-1/2) times the height of the sign.

**Will your event generate any type of waste? \***

Yes  No

**Is this an ongoing or seasonal request? \***

Yes  No

*Agreement, insurance, and fees may apply*

**Will your event include pyrotechnics or fireworks? \***

Yes  No

## Notification

Event organizers are required to notify any nearby property owners who may be impacted by the holding of their special event. This notification must be made in writing and be given to said property owners no less than fourteen (14) days prior to the planned event. The special event permit will not be issued unless this requirement has been met. The written notice must include the following information:

- Date and time of special event
- Location of the event
- Additional areas affected by the event
- Type of event
- Planned road or parking lot closures
- Noise considerations (loud music, etc.)
- Estimated number of attendees

**Notification Acknowledgement \***

I have read and understand this requirement

## Insurance

It is the responsibility of the special event organizer(s) to secure and provide a **COMMERCIAL GENERAL LIABILITY** insurance policy that covers the planned special event. This policy must provide coverage of no less than \$500,000 combined single limit per occurrence. This insurance policy must include a rider for alcohol if it is to be sold, provided or consumed. Insurance requirements may be increased upon demand of the Twin Falls City Attorney, Twin Falls City Risk Manager and/or other local government entities with jurisdiction.

Each policy shall be written as a primary policy, not contributing to, or in excess of, any coverage which the City may carry. A certificate of Insurance naming the City of Twin Falls as additionally insured and as the certificate holder must be provided with this application. Failure to provide insurance coverage will immediately terminate special event application or approval.

**Insurance Documents**

## Security

As an event organizer, you are required to provide a safe and secure environment for your event. This is accomplished through pre-planning and anticipation of problems or concerns related to event activities.

Most major events require the services of approved security (either paid professional security or a law enforcement agency). The Special Events Coordinator/Sergeant will evaluate each event application and determine the necessity of and type of security. Police Officers may be required depending on the scope of event.

The organizer may also be required to provide additional services (lost child booth, trained medical personnel, etc.) at the discretion of the Special Events Coordinator.

## Waste Plan

As an event organizer, you are responsible for the waste generated by your participants, spectators and vendors, as well as the costs associated with proper disposal.

### Discarded Materials \*

List what materials from your event will be discarded by vendors and attendees (i.e. cardboard, plastic bags, food waste, Styrofoam, plastic bottles, aluminum cans etc.):

We don't expect any waste to be generated by this event but our event the next day will so we'll have our vendor have our receptacles available for this event as well.

### Have you arranged for portable toilets? \*

Yes  No

### Have you contracted for additional trash receptacles and/or dumpsters? \*

Yes  No

Name of Contracted Company *	Number of Trash Receptacles *	Size of Trash Receptacles
PSI	11	
<b>Contact person in charge of waste. *</b>	<b>Phone number of contact</b>	<b>Number of staff assisting in removal.</b>
Noah Heck	2087310187	10

Any cleanup required by City Personnel following an event will be at the expense of the event organizers.

## Restrictions and Signature

### Please be aware of the following restrictions:

- Fires are allowed in fireplaces or grills only.
- Dogs must be on leash in parks, with the exception of Baxter Dog Park.
- Dogs are prohibited in the grassy park area of Dierkes Lake Park.
- Alcohol is prohibited at Dierkes Lake Park, Sunway Soccer Fields, First Federal Park & St Luke's Shelter, Oregon Trail Youth Complex, and Sawtooth Softball Fields Water slides, inflatable water features and dunk tanks are prohibited.
- Hours for amplified music are Mon—Fri 11 am-9pm, Sat 8am-9:30pm, Sunday 12:15pm-8pm.

**The following are prohibited in parks and on trails:**

- Glass containers
- Soliciting
- Loitering and Boisterousness
- Discharging of fireworks and explosives
- Possessing intoxicating beverages where prohibited or be under the influence in any public space
- Throwing objects other than in designated areas
- Climbing trees
- Damaging, cutting, removing, or attaching anything to any trees or plants
- Digging or disturbing grass or natural landscape
- Walking or standing on monuments, fountains, railings, fences, or other features not designed for such use
- Disfiguring or removing any buildings or park amenities
- Endangering the safety of others
- Preventing any person from using any park or its facilities
- Violating park curfew of 11pm
- Hunting, trapping, or pursuing wildlife
- Polluting waters of any kind in parks
- Dumping or depositing trash other than in proper receptacles

1. The prior named Applicant/Organization, in consideration of its use of Twin Falls Parks and Recreation facilities, agrees to release, indemnify and defend the City of Twin Falls, and its agents, employees and representative, from any and all claims, demands or lawsuits arising out of the Applicant's/Organization's use of said facilities.
2. Groups, individuals and applicants further agree that they have received the City's policies, rules and regulations governing use of said facility and agree to be bound by the same.
3. Effect Of A Permit: A Twin Falls park permittee shall be bound by all park rules and regulations and all applicable ordinances as fully as though the same were inserted in said permit. The person or persons to whom a permit is issued shall be liable for any loss, damage or injuries sustained by any person or property by reason of the negligence of the person or persons to whom such permit shall have been issued. The director, or a duly authorized representative, shall have the authority to revoke a permit upon finding of violation of any rule or ordinance, or upon good cause. (Ord. 2735, 9-16-2002)

\*\*Based on the details of your event, a parks use permit might be issued. By signing below, I agree that this permit may be revoked for reasons outlined above. I further agree that this permit will be revoked if it conflicts with any lawful order issued by a Federal, State, or local government agency, including orders issued in response to the COVID-19 pandemic.

By signing this application, I certify that the information contained in the foregoing application is true and correct to the best of my knowledge. I understand that this application is made subject to the rules and regulations established by the Twin Falls City Council. I further agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be uncured by, or on behalf of, the Special Event to the City of Twin Falls.

**Signature \***



**Name \***

Noah Heck

**Date \***

12/07/2025



# Council Agenda Information

## Review

### Approval Process:

Consent of the City Council. This event does meet the requirements for a Special Event Permit as outlined in City Code 3-6-2

- (A) Is expected to draw five hundred (500) or more persons at any session as participants or spectators and is proposed to be held at a park;
- (B) Impacts city streets, sidewalks, parks and common areas, or city resources;
- (C) Unless otherwise permitted to do so, propose to sell or serve alcohol publicly; or
- (D) Intends to broadcast amplified sound or generate unusual noise.

## Streets



### Streets Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

### Comments, requests and requirements from Streets

## Engineering



### Engineering Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

### Comments, requests and requirements from Engineering

Please Provide a detour plan for Hansen St, and a Public Service Announcement (PSA) to the Engineering Department 5 business days prior to the event.

## Planning and Zoning



### Planning and Zoning Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

## Comments, requests and requirements from Planning and Zoning

### Electrical



#### Electrical Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Electrical

### Police



#### Police Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Police

### Fire



#### Fire Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Fire

### Parks



#### Parks Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Parks

## Event Coordinator

### Charges/Fees

Row	Description	Cost	Quantity
1	Application Fee	\$25.00	1

**Total Due \***

\$25.00

**Special Event Departments \***

Which departments should be asked to review this application?

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Streets    | <input checked="" type="checkbox"/> Engineering | <input checked="" type="checkbox"/> Planning and Zoning |
| <input checked="" type="checkbox"/> Electrical | <input checked="" type="checkbox"/> Police      | <input checked="" type="checkbox"/> Fire                |
| <input checked="" type="checkbox"/> Parks      |   |   |

**Reviewer Name \***

Mable Shurtleff

## Initial Questions

**Will you be using a Park Facility (City Pool and Ballfields included), City Trail, or Downtown Commons/Main Street? \***

- Yes  No

**Type of Event \***

Please select all that apply

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Car Show                       | <input checked="" type="checkbox"/> Carnival/Fair | <input type="checkbox"/> Dance            |
| <input type="checkbox"/> Concert/Performance            | <input type="checkbox"/> Exhibits/Miscellaneous   | <input type="checkbox"/> Festival         |
| <input type="checkbox"/> Parade                         | <input type="checkbox"/> Picnic/Family Gathering  | <input type="checkbox"/> Pool Reservation |
| <input type="checkbox"/> Run/Walk/Race                  | <input type="checkbox"/> Special Attraction       | <input type="checkbox"/> Street Fair      |
| <input type="checkbox"/> Tournament (Sport Field/Court) | <input checked="" type="checkbox"/> Other         |   |
| Library Event   |   |   |

**Estimated Number of Attendees \***

300

50+ requires permission  
250+ requires waste plan  
500+ is a special event

**Will there be amplified or unusual sound at your event? \***

- Yes  No

**Will your event impact or require any street closure? \***

- Yes  No

**Will alcohol be sold or served publicly at your event? \***

Yes  No

**Will there be tents, canopies, or other temporary structures? (includes inflatables) \***

Yes  No

**Provide a description of tents or structures.**

No water features allowed. Tent stakes must be less than 12". Fire inspection may be required.  
Standard shade tents.

**Will there be vendors selling goods or services at this event (including lessons or paid activities)? \***

Yes  No

**Will you be driving vehicles into the park or parking on the grass or in the park? \***

Yes  No

**Will your event require access to or use of the park after hours? (before 6am or after 11pm) \***

Yes  No

**Will you be camping overnight in any park facility? \***

Yes  No

**Will you be operating any type of motorized vehicle on any of the trail system? \***

Yes  No

**Will you be riding bicycles on any area of the park other than a paved road or trail designated for that purpose? \***

Yes  No

**Will bicycles or vehicles operate at a rate of speed exceeding fifteen (15) miles per hour? \***

Yes  No

**Will you have horses or other animals at the event? (other than dogs) \***

Yes  No

**Will there be hot air balloon(s)? \***

Yes  No

**Do you plan to scuba dive in designated swim area at Dierkes Lake? \***

Yes  No

**Will you need to park any vehicles or equipment 1 ½ ton capacity or more in any park parking lots? \***

Yes  No

**Will you require power? (There may an additional fee for power) \***

Yes  No

## Contact Information

### Event Organizer

---

**First Name \***

CJ

**Last Name \***

Rasmusson

### Onsite Contact

---

**First Name \***

CJ

**Last Name \***

Rasmusson

## Event Information

**Event Name \***

Summer Reading Kickoff 2026

**Event Location (Park or Facility Requested)**

Twin Falls City Park

**Is this event indoors or outdoors? \***

Indoors

Outdoors

**Event Reoccurrence**

One Time Event

Recurring over several weeks/months

**Event Description \***

A kickoff event for our Summer Reading Program. We will have games & activities in the park, possibly a speaker or presenter as well. With children and adults going between the library and city park, we typically close Hansen St. for ease & safety.

[Canyon Rim](#) [City Park](#) [Downtown Commons](#) [Sunway Soccer Park](#)  
[Shoshone Falls](#) [Dierkes](#) [Harmon Park](#) [Thomsen Park](#) [Oregon Trail](#)

Download this provided template and add your layout. Upload your completed layout below.

**Event Map \***

Summer Reading Kickoff.pdf

18.41MB

**Set-up Time Start \***

06/05/2026 12:00:00 PM

**Set-up Time End \***

06/05/2026 01:00:00 PM

**Event Time Start \***

06/05/2026 02:00:00 PM

**Event Time End \***

06/05/2026 07:00:00 PM

**Take Down Time Start \***

06/05/2026 07:00:00 PM

**Take Down Time End \***

06/05/2026 08:00:00 PM

**Important, PLEASE READ:** Full payment of all fees, map of event layout and liability insurance (if applicable) must accompany this completed application in order to request a reservation. Complete reservation requests are processed in the order in which they are received with annual events (3 years or more) given first consideration.

## Parking Plan

**Parking Plan \***

Parking will be available at the Twin Falls Public Library, as well as street parking along the park on 4th Ave E.

**Parking Plan Map**

## Permits, Licenses and Agreements

**Will goods, services, food, or beverages be sold? \***

Yes  No

**Will you have keg beer at your event? \***

Yes  No

**Will your event utilize signs, banners, flags, etc.? \***

Yes  No

## Definitions



\*A "banner sign" is a temporary sign having characters, letters, or illustrations applied to plastic, cloth, canvas, or other similar material, with the only purpose of such nonrigid material being for background.

\*A "sandwich board sign" is a temporary sign that is generally constructed in such a manner as to form an "A" like shape or is constructed with a base and single upward sign face, forming an upside down "T" but not permanently attached to the ground.

- Sandwich board signs are allowed within multi-tenant developments. Only 1 allowed per business.
- Sandwich board signs shall be located not more than ten feet (10') from the door of the business.

\*A Community Event Sign announces a campaign, drive activity or celebration of a civic, political, public, philanthropic, religious or educational organization for noncommercial purposes. Community Event signs are allowed off premise but permission from the owner of the property where the sign will be located is required prior to issuance of a permit. Please provide a list of the locations of where any off premise signs will be located.

\*May not be larger than 64 sq. ft. in size with a maximum height not to exceed 10 ft.

\*An "inflatable sign" is a temporary ground mounted sign that is manufactured of plastic, cloth, canvas, or other light fabric, inflated with air and held upright, typically by mechanical means.

\*The minimum setback from the road right of way shall be one and one-half (1-1/2) times the height of the sign.

**Will your event generate any type of waste? \***

Yes  No

**Is this an ongoing or seasonal request? \***

Yes  No

**Will your event include pyrotechnics or fireworks? \***

Yes  No

## Notification

Event organizers are required to notify any nearby property owners who may be impacted by the holding of their special event. This notification must be made in writing and be given to said property owners no less than fourteen (14) days prior to the planned event. The special event permit will not be issued unless this requirement has been met. The written notice must include the following information:

- Date and time of special event
- Location of the event
- Additional areas affected by the event
- Type of event
- Planned road or parking lot closures
- Noise considerations (loud music, etc.)
- Estimated number of attendees

**Notification Acknowledgement \***

I have read and understand this requirement

## Insurance

It is the responsibility of the special event organizer(s) to secure and provide a **COMMERCIAL GENERAL LIABILITY** insurance policy that covers the planned special event. This policy must provide coverage of no less than \$500,000 combined single limit per occurrence. This insurance policy must include a rider for alcohol if it is to be sold, provided or consumed. Insurance requirements may be increased upon demand of the Twin Falls City Attorney, Twin Falls City Risk Manager and/or other local government entities with jurisdiction.

Each policy shall be written as a primary policy, not contributing to, or in excess of, any coverage which the City may carry. A certificate of Insurance naming the City of Twin Falls as additionally insured and as the certificate holder must be provided with this application. Failure to provide insurance coverage will immediately terminate special event application or approval.

**Insurance Documents**

## Security

As an event organizer, you are required to provide a safe and secure environment for your event. This is accomplished through pre-planning and anticipation of problems or concerns related to event activities.

Most major events require the services of approved security (either paid professional security or a law enforcement agency). The Special Events Coordinator/Sergeant will evaluate each event application and determine the necessity of and type of security. Police Officers may be required depending on the scope of event.

The organizer may also be required to provide additional services (lost child booth, trained medical personnel, etc.) at the discretion of the Special Events Coordinator.

## Waste Plan

As an event organizer, you are responsible for the waste generated by your participants, spectators and vendors, as well as the costs associated with proper disposal.

### Discarded Materials \*

List what materials from your event will be discarded by vendors and attendees (i.e. cardboard, plastic bags, food waste, Styrofoam, plastic bottles, aluminum cans etc.):

Candy/Food Containers, Plastic Bottles

### Have you arranged for portable toilets? \*

Yes  No

### Have you contracted for additional trash receptacles and/or dumpsters? \*

Yes  No

### Contact person in charge of waste. \*

CJ Rasmusson

### Phone number of contact

208-733-2964 ext 208

### Number of staff assisting in removal.

5

Any cleanup required by City Personnel following an event will be at the expense of the event organizers.

## Restrictions and Signature

### Please be aware of the following restrictions:

- Fires are allowed in fireplaces or grills only.
- Dogs must be on leash in parks, with the exception of Baxter Dog Park.
- Dogs are prohibited in the grassy park area of Dierkes Lake Park.
- Alcohol is prohibited at Dierkes Lake Park, Sunway Soccer Fields, First Federal Park & St Luke's Shelter, Oregon Trail Youth Complex, and Sawtooth Softball Fields Water slides, inflatable water features and dunk tanks are prohibited.
- Hours for amplified music are Mon—Fri 11am-9pm, Sat 8am-9:30pm, Sunday 12:15pm-8pm.

**The following are prohibited in parks and on trails:**

- Glass containers
- Soliciting
- Loitering and Boisterousness
- Discharging of fireworks and explosives
- Possessing intoxicating beverages where prohibited or be under the influence in any public space
- Throwing objects other than in designated areas
- Climbing trees
- Damaging, cutting, removing, or attaching anything to any trees or plants
- Digging or disturbing grass or natural landscape
- Walking or standing on monuments, fountains, railings, fences, or other features not designed for such use
- Disfiguring or removing any buildings or park amenities
- Endangering the safety of others
- Preventing any person from using any park or its facilities
- Violating park curfew of 11pm
- Hunting, trapping, or pursuing wildlife
- Polluting waters of any kind in parks
- Dumping or depositing trash other than in proper receptacles

1. The prior named Applicant/Organization, in consideration of its use of Twin Falls Parks and Recreation facilities, agrees to release, indemnify and defend the City of Twin Falls, and its agents, employees and representative, from any and all claims, demands or lawsuits arising out of the Applicant's/Organization's use of said facilities.
2. Groups, individuals and applicants further agree that they have received the City's policies, rules and regulations governing use of said facility and agree to be bound by the same.
3. Effect Of A Permit: A Twin Falls park permittee shall be bound by all park rules and regulations and all applicable ordinances as fully as though the same were inserted in said permit. The person or persons to whom a permit is issued shall be liable for any loss, damage or injuries sustained by any person or property by reason of the negligence of the person or persons to whom such permit shall have been issued. The director, or a duly authorized representative, shall have the authority to revoke a permit upon finding of violation of any rule or ordinance, or upon good cause. (Ord. 2735, 9-16-2002)

**\*\*Based on the details of your event, a parks use permit might be issued. By signing below, I agree that this permit may be revoked for reasons outlined above. I further agree that this permit will be revoked if it conflicts with any lawful order issued by a Federal, State, or local government agency, including orders issued in response to the COVID-19 pandemic.**

By signing this application, I certify that the information contained in the foregoing application is true and correct to the best of my knowledge. I understand that this application is made subject to the rules and regulations established by the Twin Falls City Council. I further agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be uncured by, or on behalf of, the Special Event to the City of Twin Falls.

**Signature \***



**Name \***

CJ Rasmussen

**Date \***

10/21/2025



# Council Agenda Information

## Review

### Approval Process:

Consent of the City Council. This event does meet the requirements for a Special Event Permit as outlined in City Code 3-6-2

- (A) Is expected to draw five hundred (500) or more persons at any session as participants or spectators and is proposed to be held at a park;
- (B) Impacts city streets, sidewalks, parks and common areas, or city resources;
- (C) Unless otherwise permitted to do so, propose to sell or serve alcohol publicly; or
- (D) Intends to broadcast amplified sound or generate unusual noise.

## Streets



### Streets Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

### Comments, requests and requirements from Streets

## Engineering



### Engineering Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

### Comments, requests and requirements from Engineering

## Planning and Zoning



### Planning and Zoning Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

## Comments, requests and requirements from Planning and Zoning

### Electrical



#### Electrical Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Electrical

### Police



#### Police Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Police

### Fire



#### Fire Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Fire

### Parks



#### Parks Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Parks

## Event Coordinator

### Charges/Fees

Row	Description	Cost	Quantity
1	Application Fee	\$25.00	1

**Total Due \***

\$25.00

**Special Event Departments \***

Which departments should be asked to review this application?

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Streets    | <input checked="" type="checkbox"/> Engineering | <input checked="" type="checkbox"/> Planning and Zoning |
| <input checked="" type="checkbox"/> Electrical | <input checked="" type="checkbox"/> Police      | <input checked="" type="checkbox"/> Fire                |
| <input checked="" type="checkbox"/> Parks      |   |   |

**Reviewer Name \***

Mable Shurtleff

## Initial Questions

**Will you be using a Park Facility (City Pool and Ballfields included), City Trail, or Downtown Commons/Main Street? \***

- Yes  No

**Type of Event \***

Please select all that apply

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Car Show                       | <input type="checkbox"/> Carnival/Fair           | <input type="checkbox"/> Dance            |
| <input checked="" type="checkbox"/> Concert/Performance | <input type="checkbox"/> Exhibits/Miscellaneous  | <input type="checkbox"/> Festival         |
| <input type="checkbox"/> Parade                         | <input type="checkbox"/> Picnic/Family Gathering | <input type="checkbox"/> Pool Reservation |
| <input type="checkbox"/> Run/Walk/Race                  | <input type="checkbox"/> Special Attraction      | <input type="checkbox"/> Street Fair      |
| <input type="checkbox"/> Tournament (Sport Field/Court) | <input type="checkbox"/> Other                   |   |

**Estimated Number of Attendees \***

200

50+ requires permission  
250+ requires waste plan  
500+ is a special event

**Will there be amplified or unusual sound at your event? \***

- Yes  No

**Will your event impact or require any street closure? \***

- Yes  No

**Will alcohol be sold or served publicly at your event? \***

Yes  No

**Will there be tents, canopies, or other temporary structures? (includes inflatables) \***

Yes  No

**Will there be vendors selling goods or services at this event (including lessons or paid activities)? \***

Yes  No

**Will you be driving vehicles into the park or parking on the grass or in the park? \***

Yes  No

**Will your event require access to or use of the park after hours? (before 6am or after 11pm) \***

Yes  No

**Will you be camping overnight in any park facility? \***

Yes  No

**Will you be operating any type of motorized vehicle on any of the trail system? \***

Yes  No

**Will you be riding bicycles on any area of the park other than a paved road or trail designated for that purpose? \***

Yes  No

**Will bicycles or vehicles operate at a rate of speed exceeding fifteen (15) miles per hour? \***

Yes  No

**Will you have horses or other animals at the event? (other than dogs) \***

Yes  No

**Will there be hot air balloon(s)? \***

Yes  No

**Do you plan to scuba dive in designated swim area at Dierkes Lake? \***

Yes  No

**Will you need to park any vehicles or equipment 1 ½ ton capacity or more in any park parking lots? \***

Yes  No

**Will you require power? (There may an additional fee for power) \***

Yes  No

Contact Information

## Event Organizer

**First Name \***

Sandra

**Last Name \***

Hacking

## Onsite Contact

**First Name \***

Sandra

**Last Name \***

Hacking

## Event Information

**Event Name \***

The Twin Falls Municipal Band 121st Concert Season

**Event Location (Park or Facility Requested)**

Twin Falls City Park

**Is this event indoors or outdoors? \***

- Indoors
- Outdoors

**Event Reoccurrence**

- One Time Event
- Recurring over several weeks/months

**Event Description \***

The Twin Falls Municipal Band performs 10 concerts in the City Park each summer. We typically begin after Western Days and provide concerts each Thursday for 10 weeks. **We will begin our 121st concert season on June 4, 2026 and have a concert each Thursday through August 6, 2026 at 7:30 pm. We will set up the stage about 6:45 pm each week and will exit the park each Thursday around 9:30 pm. We will load chairs and stands into the band shell on Wednesday before our concert year starts. We will also clean the stage floor and the basement of the band shell the same night, June 4, 2026 starting at 6 pm. We usually finish about 7:30 pm. On the last concert, August 6th, we will load our chairs, stands and percussion and lock up the band shell.**

[Canyon Rim](#)   [City Park](#)   [Downtown Commons](#)   [Sunway Soccer Park](#)  
[Shoshone Falls](#)   [Dierkes](#)   [Harmon Park](#)   [Thomsen Park](#)   [Oregon Trail](#)

Download this provided template and add your layout. Upload your completed layout below.

**Event Map \***

CityPark Map.pdf

2.23MB

**Set-up Time Start \***

06/04/2026 05:45:00 AM

**Set-up Time End \***

06/04/2026 07:10:00 PM

**Event Time Start \***

06/04/2026 06:30:00 AM

**Event Time End \***

08/06/2026 09:30:00 PM

**Take Down Time Start \***

08/06/2026 08:15:00 PM

**Take Down Time End \***

08/06/2026 08:30:00 PM

**Important, PLEASE READ:** Full payment of all fees, map of event layout and liability insurance (if applicable) must accompany this completed application in order to request a reservation. Complete reservation requests are processed in the order in which they are received with annual events (3 years or more) given first consideration.

## Permits, Licenses and Agreements

**Will goods, services, food, or beverages be sold? \*** Yes  No**Will you have keg beer at your event? \*** Yes  No**Will your event utilize signs, banners, flags, etc.? \*** Yes  No

## Definitions

\*A "banner sign" is a temporary sign having characters, letters, or illustrations applied to plastic, cloth, canvas, or other similar material, with the only purpose of such nonrigid material being for background.

\*A "sandwich board sign" is a temporary sign that is generally constructed in such a manner as to form an "A" like shape or is constructed with a base and single upward sign face, forming an upside down "T" but not permanently attached to the ground.

- Sandwich board signs are allowed within multi-tenant developments. Only 1 allowed per business.
- Sandwich board signs shall be located not more than ten feet (10') from the door of the business.

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\*May not be larger than 64 sq. ft. in size with a maximum height not to exceed 10 ft.

\*An "inflatable sign" is a temporary ground mounted sign that is manufactured of plastic, cloth, canvas, or other light fabric, inflated with air and held upright, typically by mechanical means.

\*The minimum setback from the road right of way shall be one and one-half (1-1/2) times the height of the sign.

**Will your event generate any type of waste? \*** Yes  No**Is this an ongoing or seasonal request? \*** Yes  No

*Agreement, insurance, and fees may apply*

**Will your event include pyrotechnics or fireworks? \***

Yes  No

## Notification

Event organizers are required to notify any nearby property owners who may be impacted by the holding of their special event. This notification must be made in writing and be given to said property owners no less than fourteen (14) days prior to the planned event. The special event permit will not be issued unless this requirement has been met. The written notice must include the following information:

- Date and time of special event
- Location of the event
- Additional areas affected by the event
- Type of event
- Planned road or parking lot closures
- Noise considerations (loud music, etc.)
- Estimated number of attendees

**Notification Acknowledgement \***

I have read and understand this requirement

## Insurance

It is the responsibility of the special event organizer(s) to secure and provide a **COMMERCIAL GENERAL LIABILITY** insurance policy that covers the planned special event. This policy must provide coverage of no less than \$500,000 combined single limit per occurrence. This insurance policy must include a rider for alcohol if it is to be sold, provided or consumed. Insurance requirements may be increased upon demand of the Twin Falls City Attorney, Twin Falls City Risk Manager and/or other local government entities with jurisdiction.

Each policy shall be written as a primary policy, not contributing to, or in excess of, any coverage which the City may carry. A certificate of Insurance naming the City of Twin Falls as additionally insured and as the certificate holder must be provided with this application. Failure to provide insurance coverage will immediately terminate special event application or approval.

### Insurance Documents

## Security

As an event organizer, you are required to provide a safe and secure environment for your event. This is accomplished through pre-planning and anticipation of problems or concerns related to event activities.

Most major events require the services of approved security (either paid professional security or a law enforcement agency). The Special Events Coordinator/Sergeant will evaluate each event application and determine the necessity of and type of security. Police Officers may be required depending on the scope of event.

The organizer may also be required to provide additional services (lost child booth, trained medical personnel, etc.) at the discretion of the Special Events Coordinator.

## Restrictions and Signature

### **Please be aware of the following restrictions:**

- Fires are allowed in fireplaces or grills only.
- Dogs must be on leash in parks, with the exception of Baxter Dog Park.
- Dogs are prohibited in the grassy park area of Dierkes Lake Park.
- Alcohol is prohibited at Dierkes Lake Park, Sunway Soccer Fields, First Federal Park & St Luke's Shelter, Oregon Trail Youth Complex, and Sawtooth Softball Fields. Water slides, inflatable water features and dunk tanks are prohibited.
- Hours for amplified music are Mon—Fri 11 am-9pm, Sat 8am-9:30pm, Sunday 12:15pm-8pm.

### **The following are prohibited in parks and on trails:**

- Glass containers
- Soliciting
- Loitering and Boisterousness
- Discharging of fireworks and explosives
- Possessing intoxicating beverages where prohibited or be under the influence in any public space
- Throwing objects other than in designated areas
- Climbing trees
- Damaging, cutting, removing, or attaching anything to any trees or plants
- Digging or disturbing grass or natural landscape
- Walking or standing on monuments, fountains, railings, fences, or other features not designed for such use
- Disfiguring or removing any buildings or park amenities
- Endangering the safety of others
- Preventing any person from using any park or its facilities
- Violating park curfew of 11pm
- Hunting, trapping, or pursuing wildlife
- Polluting waters of any kind in parks
- Dumping or depositing trash other than in proper receptacles

1. The prior named Applicant/Organization, in consideration of its use of Twin Falls Parks and Recreation facilities, agrees to release, indemnify and defend the City of Twin Falls, and its agents, employees and representative, from any and all claims, demands or lawsuits arising out of the Applicant's/Organization's use of said facilities.
2. Groups, individuals and applicants further agree that they have received the City's policies, rules and regulations governing use of said facility and agree to be bound by the same.
3. Effect Of A Permit: A Twin Falls park permittee shall be bound by all park rules and regulations and all applicable ordinances as fully as though the same were inserted in said permit. The person or persons to whom a permit is issued shall be liable for any loss, damage or injuries sustained by any person or property by reason of the negligence of the person or persons to whom such permit shall have been issued. The director, or a duly authorized representative, shall have the authority to revoke a permit upon finding of violation of any rule or ordinance, or upon good cause. (Ord. 2735, 9-16-2002)

\*\*Based on the details of your event, a parks use permit might be issued. By signing below, I agree that this permit may be revoked for reasons outlined above. I further agree that this permit will be revoked if it conflicts with any lawful order issued by a Federal, State, or local government agency, including orders issued in response to the COVID-19 pandemic.

By signing this application, I certify that the information contained in the foregoing application is true and correct to the best of my knowledge. I understand that this application is made subject to the rules and regulations established by the Twin Falls City Council. I further agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am authorized to commit that

organization, and therefore agree to be financially responsible for any costs and fees that may be uncured by, or on behalf of, the Special Event to the City of Twin Falls.

**Signature \***

*Sandy Hacking*

**Name \***

Sandy Hacking

**Date \***

10/15/2025



# Council Agenda Information

## Review

### Approval Process:

Consent of the City Council. This event does meet the requirements for a Special Event Permit as outlined in City Code 3-6-2

- (A) Is expected to draw five hundred (500) or more persons at any session as participants or spectators and is proposed to be held at a park;
- (B) Impacts city streets, sidewalks, parks and common areas, or city resources;
- (C) Unless otherwise permitted to do so, propose to sell or serve alcohol publicly; or
- (D) Intends to broadcast amplified sound or generate unusual noise.

## Streets



### Streets Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

### Comments, requests and requirements from Streets

## Engineering



### Engineering Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

### Comments, requests and requirements from Engineering

## Planning and Zoning



### Planning and Zoning Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

## Comments, requests and requirements from Planning and Zoning

### Electrical



#### Electrical Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Electrical

### Police



#### Police Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Police

### Fire



#### Fire Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Fire

### Parks



#### Parks Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Parks

## Event Coordinator

### Charges/Fees

Row	Description	Cost	Quantity
1	Application Fee	\$25.00	1

**Total Due \***

\$25.00

**Special Event Departments \***

Which departments should be asked to review this application?

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Streets    | <input checked="" type="checkbox"/> Engineering | <input checked="" type="checkbox"/> Planning and Zoning |
| <input checked="" type="checkbox"/> Electrical | <input checked="" type="checkbox"/> Police      | <input checked="" type="checkbox"/> Fire                |
| <input checked="" type="checkbox"/> Parks      |   |   |

**Reviewer Name \***

Mable Shurtleff

## Initial Questions

**Will you be using a Park Facility (City Pool and Ballfields included), City Trail, or Downtown Commons/Main Street? \***

- Yes  No

**Type of Event \***

Please select all that apply

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Car Show                                   | <input type="checkbox"/> Carnival/Fair           | <input type="checkbox"/> Dance            |
| <input type="checkbox"/> Concert/Performance                        | <input type="checkbox"/> Exhibits/Miscellaneous  | <input type="checkbox"/> Festival         |
| <input type="checkbox"/> Parade                                     | <input type="checkbox"/> Picnic/Family Gathering | <input type="checkbox"/> Pool Reservation |
| <input type="checkbox"/> Run/Walk/Race                              | <input type="checkbox"/> Special Attraction      | <input type="checkbox"/> Street Fair      |
| <input type="checkbox"/> Tournament (Sport Field/Court)<br>Memorial | <input checked="" type="checkbox"/> Other        |   |

**Estimated Number of Attendees \***

150

50+ requires permission  
250+ requires waste plan  
500+ is a special event

**Will there be amplified or unusual sound at your event? \***

- Yes  No

**Will your event impact or require any street closure? \***

- Yes  No

**Will alcohol be sold or served publicly at your event? \***

Yes  No

**Will there be tents, canopies, or other temporary structures? (includes inflatables) \***

Yes  No

**Will there be vendors selling goods or services at this event (including lessons or paid activities)? \***

Yes  No

**Will you be driving vehicles into the park or parking on the grass or in the park? \***

Yes  No

**Will your event require access to or use of the park after hours? (before 6am or after 11pm) \***

Yes  No

**Will you be camping overnight in any park facility? \***

Yes  No

**Will you be operating any type of motorized vehicle on any of the trail system? \***

Yes  No

**Will you be riding bicycles on any area of the park other than a paved road or trail designated for that purpose? \***

Yes  No

**Will bicycles or vehicles operate at a rate of speed exceeding fifteen (15) miles per hour? \***

Yes  No

**Will you have horses or other animals at the event? (other than dogs) \***

Yes  No

**Will there be hot air balloon(s)? \***

Yes  No

**Do you plan to scuba dive in designated swim area at Dierkes Lake? \***

Yes  No

**Will you need to park any vehicles or equipment 1 ½ ton capacity or more in any park parking lots? \***

Yes  No

**Will you require power? (There may an additional fee for power) \***

Yes  No

Contact Information

## Event Organizer

---

**First Name \***

Brent

**Last Name \***

Wright

## Onsite Contact

---

**First Name \***

Brent

**Last Name \***

Wright

## Event Information

**Event Name \***

Magic Valley Law Enforcement Memorial

**Event Location (Park or Facility Requested)**

Downtown Commons

**Is this event indoors or outdoors? \***

Indoors

Outdoors

**Event Reoccurrence**

One Time Event

Recurring over several weeks/months

**Event Description \***

In the heart of the city of Twin Falls stands a solemn memorial dedicated to the brave men and women who have made the ultimate sacrifice in the line of duty while serving in various law enforcement capacities. This hallowed ground is a place of reflection, honoring the courage and commitment of those who have put their lives on the line to protect and serve their communities. The memorial features a striking granite wall inscribed with the names of fallen officers, each representing a life dedicated to upholding justice and safeguarding the public. Surrounding the wall are plaques detailing the stories of heroism, showcasing individual acts of bravery and the unyielding spirit of those who served.

Each year, the community gathers at the memorial for a poignant ceremony, where family members, friends, and fellow officers come together to remember and celebrate these selfless individuals. Soft music and a few words of affirmation will be played, and a moment of silence is observed. The tribute serves as a reminder of the daily dangers law enforcement officers face and the profound impact of their loss on families and communities. This memorial not only commemorates the sacrifices of the past but also seeks to inspire current and future generations to honor the values of integrity, service, and resilience. It stands as a testament to the dedication of law enforcement personnel and a promise that their courage will never be forgotten. Hansen St. will be closed during the event for patrol vehicles. Chairs will be provided for attendees to sit and participate.

[Canyon Rim](#)   [City Park](#)   [Downtown Commons](#)   [Sunway Soccer Park](#)  
[Shoshone Falls](#)   [Dierkes](#)   [Harmon Park](#)   [Thomsen Park](#)   [Oregon Trail](#)

Download this provided template and add your layout. Upload your completed layout below.

### Event Map \*

DowntownCommons.pdf

1.08MB

### Set-up Time Start \*

05/09/2026 07:00:00 AM

### Set-up Time End \*

05/09/2026 09:00:00 AM

### Event Time Start \*

05/09/2026 11:00:00 AM

### Event Time End \*

05/09/2026 03:00:00 PM

### Take Down Time Start \*

05/09/2026 04:00:00 PM

### Take Down Time End \*

05/09/2026 05:00:00 PM

**Important, PLEASE READ:** Full payment of all fees, map of event layout and liability insurance (if applicable) must accompany this completed application in order to request a reservation. Complete reservation requests are processed in the order in which they are received with annual events (3 years or more) given first consideration.

## Permits, Licenses and Agreements

Will goods, services, food, or beverages be sold? \*

Yes  No

Will you have keg beer at your event? \*

Yes  No

Will your event utilize signs, banners, flags, etc.? \*

Yes  No

## Definitions



\*A "banner sign" is a temporary sign having characters, letters, or illustrations applied to plastic, cloth, canvas, or other similar material, with the only purpose of such nonrigid material being for background.

\*A "sandwich board sign" is a temporary sign that is generally constructed in such a manner as to form an "A" like shape or is constructed with a base and single upward sign face, forming an upside down "T" but not permanently attached to the ground.

- Sandwich board signs are allowed within multi-tenant developments. Only 1 allowed per business.
- Sandwich board signs shall be located not more than ten feet (10') from the door of the business.

\*A Community Event Sign announces a campaign, drive activity or celebration of a civic, political, public, philanthropic, religious or educational organization for noncommercial purposes. Community Event signs are allowed off premise but permission from the owner of the property where the sign will be located is required prior to issuance of a permit. Please provide a list of the locations of where any off premise signs will be located.

\*May not be larger than 64 sq. ft. in size with a maximum height not to exceed 10 ft.

\*An "inflatable sign" is a temporary ground mounted sign that is manufactured of plastic, cloth, canvas, or other light fabric, inflated with air and held upright, typically by mechanical means.

\*The minimum setback from the road right of way shall be one and one-half (1-1/2) times the height of the sign.

**Will your event generate any type of waste? \***

Yes  No

**Is this an ongoing or seasonal request? \***

Yes  No

**Will your event include pyrotechnics or fireworks? \***

Yes  No

## Notification

Event organizers are required to notify any nearby property owners who may be impacted by the holding of their special event. This notification must be made in writing and be given to said property owners no less than fourteen (14) days prior to the planned event. The special event permit will not be issued unless this requirement has been met. The written notice must include the following information:

- Date and time of special event
- Location of the event
- Additional areas affected by the event
- Type of event
- Planned road or parking lot closures
- Noise considerations (loud music, etc.)
- Estimated number of attendees

**Notification Acknowledgement \***

I have read and understand this requirement

## Insurance

It is the responsibility of the special event organizer(s) to secure and provide a **COMMERCIAL GENERAL LIABILITY** insurance policy that covers the planned special event. This policy must provide coverage of no less than \$500,000 combined single limit per occurrence. This insurance policy must include a rider for alcohol if it is to be sold, provided or consumed. Insurance requirements may be increased upon demand of the Twin Falls City Attorney, Twin Falls City Risk Manager and/or other local government entities with jurisdiction.

Each policy shall be written as a primary policy, not contributing to, or in excess of, any coverage which the City may carry. A certificate of Insurance naming the City of Twin Falls as additionally insured and as the certificate holder must be provided with this application. Failure to provide insurance coverage will immediately terminate special event application or approval.

**Insurance Documents**

## Security

As an event organizer, you are required to provide a safe and secure environment for your event. This is accomplished through pre-planning and anticipation of problems or concerns related to event activities.

Most major events require the services of approved security (either paid professional security or a law enforcement agency). The Special Events Coordinator/Sergeant will evaluate each event application and determine the necessity of and type of security. Police Officers may be required depending on the scope of event.

The organizer may also be required to provide additional services (lost child booth, trained medical personnel, etc.) at the discretion of the Special Events Coordinator.

## Restrictions and Signature

### **Please be aware of the following restrictions:**

- Fires are allowed in fireplaces or grills only.
- Dogs must be on leash in parks, with the exception of Baxter Dog Park.
- Dogs are prohibited in the grassy park area of Dierkes Lake Park.
- Alcohol is prohibited at Dierkes Lake Park, Sunway Soccer Fields, First Federal Park & St Luke's Shelter, Oregon Trail Youth Complex, and Sawtooth Softball Fields. Water slides, inflatable water features and dunk tanks are prohibited.
- Hours for amplified music are Mon—Fri 11am-9pm, Sat 8am-9:30pm, Sunday 12:15pm-8pm.

### **The following are prohibited in parks and on trails:**

- Glass containers
- Soliciting
- Loitering and Boisterousness
- Discharging of fireworks and explosives
- Possessing intoxicating beverages where prohibited or be under the influence in any public space
- Throwing objects other than in designated areas
- Climbing trees
- Damaging, cutting, removing, or attaching anything to any trees or plants
- Digging or disturbing grass or natural landscape
- Walking or standing on monuments, fountains, railings, fences, or other features not designed for such use
- Disfiguring or removing any buildings or park amenities
- Endangering the safety of others
- Preventing any person from using any park or its facilities
- Violating park curfew of 11pm
- Hunting, trapping, or pursuing wildlife
- Polluting waters of any kind in parks
- Dumping or depositing trash other than in proper receptacles

1. The prior named Applicant/Organization, in consideration of its use of Twin Falls Parks and Recreation facilities, agrees to release, indemnify and defend the City of Twin Falls, and its agents, employees and representative, from any and all claims, demands or lawsuits arising out of the Applicant's/Organization's use of said facilities.
2. Groups, individuals and applicants further agree that they have received the City's policies, rules and regulations governing use of said facility and agree to be bound by the same.
3. Effect Of A Permit: A Twin Falls park permittee shall be bound by all park rules and regulations and all applicable ordinances as fully as though the same were inserted in said permit. The person or persons to whom a permit is issued shall be liable for any loss, damage or injuries sustained by any person or property by reason of the negligence of the person or persons to whom such permit shall have been issued. The director, or a duly authorized representative, shall have the authority to revoke a permit upon finding of violation of any rule or ordinance, or upon good cause. (Ord. 2735, 9-16-2002)

\*\*Based on the details of your event, a parks use permit might be issued. By signing below, I agree that this permit may be revoked for reasons outlined above. I further agree that this permit will be revoked if it conflicts with any lawful order issued by a Federal, State, or local government agency, including orders issued in response to the COVID-19 pandemic.

By signing this application, I certify that the information contained in the foregoing application is true and correct to the best of my knowledge. I understand that this application is made subject to the rules and regulations established by the Twin Falls City Council. I further agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be uncured by, or on behalf of, the Special Event to the City of Twin Falls.

**Signature \***

*Brent Wright*

**Name \***

Brent Wright

**Date \***

03/19/2026



# Council Agenda Information

## Review

### Approval Process:

Consent of the City Council. This event does meet the requirements for a Special Event Permit as outlined in City Code 3-6-2

- (A) Is expected to draw five hundred (500) or more persons at any session as participants or spectators and is proposed to be held at a park;
- (B) Impacts city streets, sidewalks, parks and common areas, or city resources;
- (C) Unless otherwise permitted to do so, propose to sell or serve alcohol publicly; or
- (D) Intends to broadcast amplified sound or generate unusual noise.

## Streets



### Streets Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

### Comments, requests and requirements from Streets

## Engineering



### Engineering Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

### Comments, requests and requirements from Engineering

## Planning and Zoning



### Planning and Zoning Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

## Comments, requests and requirements from Planning and Zoning

### Electrical



#### Electrical Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Electrical

### Police



#### Police Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Police

Approve after insurance.

### Fire



#### Fire Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Fire

### Parks



#### Parks Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Parks

## Event Coordinator

### Charges/Fees

Row	Description	Cost	Quantity
1	Application Fee	\$25.00	1

**Total Due \***

\$25.00

**Special Event Departments \***

Which departments should be asked to review this application?

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Streets    | <input checked="" type="checkbox"/> Engineering | <input checked="" type="checkbox"/> Planning and Zoning |
| <input checked="" type="checkbox"/> Electrical | <input checked="" type="checkbox"/> Police      | <input checked="" type="checkbox"/> Fire                |
| <input checked="" type="checkbox"/> Parks      |   |   |

**Reviewer Name \***

Mable Shurtleff

## Initial Questions

**Will you be using a Park Facility (City Pool and Ballfields included), City Trail, or Downtown Commons/Main Street? \***

- Yes  No

**Type of Event \***

Please select all that apply

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Car Show                       | <input type="checkbox"/> Carnival/Fair           | <input type="checkbox"/> Dance            |
| <input checked="" type="checkbox"/> Concert/Performance | <input type="checkbox"/> Exhibits/Miscellaneous  | <input type="checkbox"/> Festival         |
| <input type="checkbox"/> Parade                         | <input type="checkbox"/> Picnic/Family Gathering | <input type="checkbox"/> Pool Reservation |
| <input type="checkbox"/> Run/Walk/Race                  | <input type="checkbox"/> Special Attraction      | <input type="checkbox"/> Street Fair      |
| <input type="checkbox"/> Tournament (Sport Field/Court) | <input type="checkbox"/> Other                   |   |

**Estimated Number of Attendees \***

150

50+ requires permission  
250+ requires waste plan  
500+ is a special event

**Will there be amplified or unusual sound at your event? \***

- Yes  No

**Will your event impact or require any street closure? \***

- Yes  No

**Will alcohol be sold or served publicly at your event? \***

Yes  No

**Will there be tents, canopies, or other temporary structures? (includes inflatables) \***

Yes  No

**Will there be vendors selling goods or services at this event (including lessons or paid activities)? \***

Yes  No

**Will you be driving vehicles into the park or parking on the grass or in the park? \***

Yes  No

**Will your event require access to or use of the park after hours? (before 6am or after 11pm) \***

Yes  No

**Will you be camping overnight in any park facility? \***

Yes  No

**Will you be operating any type of motorized vehicle on any of the trail system? \***

Yes  No

**Will you be riding bicycles on any area of the park other than a paved road or trail designated for that purpose? \***

Yes  No

**Will bicycles or vehicles operate at a rate of speed exceeding fifteen (15) miles per hour? \***

Yes  No

**Will you have horses or other animals at the event? (other than dogs) \***

Yes  No

**Will there be hot air balloon(s)? \***

Yes  No

**Do you plan to scuba dive in designated swim area at Dierkes Lake? \***

Yes  No

**Will you need to park any vehicles or equipment 1 ½ ton capacity or more in any park parking lots? \***

Yes  No

**Will you require power? (There may an additional fee for power) \***

Yes  No

Contact Information

## Event Organizer

---

**First Name \***

Angela

**Last Name \***

Hild

## Onsite Contact

---

**First Name \***

Angela

**Last Name \***

Hild

## Event Information

**Event Name \***

St. Edward's Catholic School Variety Show

**Event Location (Park or Facility Requested)**

Twin Falls City Park and Bandshell

**Is this event indoors or outdoors? \***

Indoors

Outdoors

**Event Reoccurrence**

One Time Event

Recurring over several weeks/months

**Event Description \***

Students perform acts in the bandshell and then a school picnic takes place in the city park.

[Canyon Rim](#)   [City Park](#)   [Downtown Commons](#)   [Sunway Soccer Park](#)  
[Shoshone Falls](#)   [Dierkes](#)   [Harmon Park](#)   [Thomsen Park](#)   [Oregon Trail](#)

Download this provided template and add your layout. Upload your completed layout below.

**Event Map \***

Screenshot 2026-04-08 175717.png

1.26MB



**Set-up Time Start \***

05/14/2026 03:00:00 PM

**Set-up Time End \***

05/14/2026 05:00:00 PM

**Event Time Start \***

05/14/2026 05:00:00 PM

**Event Time End \***

05/14/2026 06:30:00 PM

**Take Down Time Start \***

05/14/2026 07:30:00 PM

**Take Down Time End \***

05/14/2026 08:00:00 PM

**Important, PLEASE READ:** Full payment of all fees, map of event layout and liability insurance (if applicable) must accompany this completed application in order to request a reservation. Complete reservation requests are processed in the order in which they are received with annual events (3 years or more) given first consideration.

## Permits, Licenses and Agreements

**Will goods, services, food, or beverages be sold? \***

Yes  No

**Will you have keg beer at your event? \***

Yes  No

**Will your event utilize signs, banners, flags, etc.? \***

Yes  No

## Definitions

\*A "banner sign" is a temporary sign having characters, letters, or illustrations applied to plastic, cloth, canvas, or other similar material, with the only purpose of such nonrigid material being for background.

\*A "sandwich board sign" is a temporary sign that is generally constructed in such a manner as to form an "A" like shape or is constructed with a base and single upward sign face, forming an upside down "T" but not permanently attached to the ground.

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\*The minimum setback from the road right of way shall be one and one-half (1-1/2) times the height of the sign.

**Will your event generate any type of waste? \***

Yes  No

**Is this an ongoing or seasonal request? \***

Yes  No

**Will your event include pyrotechnics or fireworks? \***

Yes  No

## Notification

Event organizers are required to notify any nearby property owners who may be impacted by the holding of their special event. This notification must be made in writing and be given to said property owners no less than fourteen (14) days prior to the planned event. The special event permit will not be issued unless this requirement has been met. The written notice must include the following information:

- Date and time of special event
- Location of the event
- Additional areas affected by the event
- Type of event
- Planned road or parking lot closures
- Noise considerations (loud music, etc.)
- Estimated number of attendees

**Notification Acknowledgement \***

I have read and understand this requirement

## Insurance

It is the responsibility of the special event organizer(s) to secure and provide a **COMMERCIAL GENERAL LIABILITY** insurance policy that covers the planned special event. This policy must provide coverage of no less than \$500,000 combined single limit per occurrence. This insurance policy must include a rider for alcohol if it is to be sold, provided or consumed. Insurance requirements may be increased upon demand of the Twin Falls City Attorney, Twin Falls City Risk Manager and/or other local government entities with jurisdiction.

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application. Failure to provide insurance coverage will immediately terminate special event application or approval.

## Insurance Documents

## Security

As an event organizer, you are required to provide a safe and secure environment for your event. This is accomplished through pre-planning and anticipation of problems or concerns related to event activities.

Most major events require the services of approved security (either paid professional security or a law enforcement agency). The Special Events Coordinator/Sergeant will evaluate each event application and determine the necessity of and type of security. Police Officers may be required depending on the scope of event.

The organizer may also be required to provide additional services (lost child booth, trained medical personnel, etc.) at the discretion of the Special Events Coordinator.

## Restrictions and Signature

### **Please be aware of the following restrictions:**

- Fires are allowed in fireplaces or grills only.
- Dogs must be on leash in parks, with the exception of Baxter Dog Park.
- Dogs are prohibited in the grassy park area of Dierkes Lake Park.
- Alcohol is prohibited at Dierkes Lake Park, Sunway Soccer Fields, First Federal Park & St Luke's Shelter, Oregon Trail Youth Complex, and Sawtooth Softball Fields. Water slides, inflatable water features and dunk tanks are prohibited.
- Hours for amplified music are Mon—Fri 11 am-9pm, Sat 8am-9:30pm, Sunday 12:15pm-8pm.

### **The following are prohibited in parks and on trails:**

- Glass containers
- Soliciting
- Loitering and Boisterousness
- Discharging of fireworks and explosives
- Possessing intoxicating beverages where prohibited or be under the influence in any public space
- Throwing objects other than in designated areas
- Climbing trees
- Damaging, cutting, removing, or attaching anything to any trees or plants
- Digging or disturbing grass or natural landscape
- Walking or standing on monuments, fountains, railings, fences, or other features not designed for such use
- Disfiguring or removing any buildings or park amenities
- Endangering the safety of others
- Preventing any person from using any park or its facilities
- Violating park curfew of 11pm
- Hunting, trapping, or pursuing wildlife
- Polluting waters of any kind in parks
- Dumping or depositing trash other than in proper receptacles

1. The prior named Applicant/Organization, in consideration of its use of Twin Falls Parks and Recreation facilities, agrees to release, indemnify and defend the City of Twin Falls, and its agents, employees and representative, from any and all claims, demands or lawsuits arising out of the Applicant's/Organization's use of said facilities.
2. Groups, individuals and applicants further agree that they have received the City's policies, rules and regulations governing use of said facility and agree to be bound by the same.
3. Effect Of A Permit: A Twin Falls park permittee shall be bound by all park rules and regulations and all applicable ordinances as fully as though the same were inserted in said permit. The person or persons to whom a permit is issued shall be liable for any loss, damage or injuries sustained by any person or property by reason of the negligence of the person or persons to whom such permit shall have been issued. The director, or a duly authorized representative, shall have the authority to revoke a permit upon finding of violation of any rule or ordinance, or upon good cause. (Ord. 2735, 9-16-2002)

\*\*Based on the details of your event, a parks use permit might be issued. By signing below, I agree that this permit may be revoked for reasons outlined above. I further agree that this permit will be revoked if it conflicts with any lawful order issued by a Federal, State, or local government agency, including orders issued in response to the COVID-19 pandemic.

By signing this application, I certify that the information contained in the foregoing application is true and correct to the best of my knowledge. I understand that this application is made subject to the rules and regulations established by the Twin Falls City Council. I further agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be uncured by, or on behalf of, the Special Event to the City of Twin Falls.

**Signature \***

A grey rectangular box containing the handwritten signature "Angela Hild" in a cursive script.

**Name \***

Angela Hild

**Date \***

04/08/2026



# Council Agenda Information

## Review

### Approval Process:

Consent of the City Council. This event does meet the requirements for a Special Event Permit as outlined in City Code 3-6-2

- (A) Is expected to draw five hundred (500) or more persons at any session as participants or spectators and is proposed to be held at a park;
- (B) Impacts city streets, sidewalks, parks and common areas, or city resources;
- (C) Unless otherwise permitted to do so, propose to sell or serve alcohol publicly; or
- (D) Intends to broadcast amplified sound or generate unusual noise.

## Streets



### Streets Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

### Comments, requests and requirements from Streets

## Engineering



### Engineering Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

### Comments, requests and requirements from Engineering

## Planning and Zoning



### Planning and Zoning Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

## Comments, requests and requirements from Planning and Zoning

### Electrical



#### Electrical Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Electrical

### Police



#### Police Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Police

### Fire



#### Fire Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Fire

Tents over 400SF shall have a Tent Permit through the TFFD. Any food vendors shall have their 2026 purple fire inspection decal displayed.

### Parks



#### Parks Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Parks

## Event Coordinator

### Charges/Fees

Row	Description	Cost	Quantity
1	Application Fee	\$25.00	1

**Total Due \***

\$25.00

**Special Event Departments \***

Which departments should be asked to review this application?

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Streets    | <input checked="" type="checkbox"/> Engineering | <input checked="" type="checkbox"/> Planning and Zoning |
| <input checked="" type="checkbox"/> Electrical | <input checked="" type="checkbox"/> Police      | <input checked="" type="checkbox"/> Fire                |
| <input checked="" type="checkbox"/> Parks      |   |   |

**Reviewer Name \***

Mable Shurtleff

## Initial Questions

**Will you be using a Park Facility (City Pool and Ballfields included), City Trail, or Downtown Commons/Main Street? \***

- Yes  No

**Type of Event \***

Please select all that apply

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Car Show                       | <input type="checkbox"/> Carnival/Fair           | <input type="checkbox"/> Dance            |
| <input type="checkbox"/> Concert/Performance            | <input type="checkbox"/> Exhibits/Miscellaneous  | <input type="checkbox"/> Festival         |
| <input type="checkbox"/> Parade                         | <input type="checkbox"/> Picnic/Family Gathering | <input type="checkbox"/> Pool Reservation |
| <input checked="" type="checkbox"/> Run/Walk/Race       | <input type="checkbox"/> Special Attraction      | <input type="checkbox"/> Street Fair      |
| <input type="checkbox"/> Tournament (Sport Field/Court) | <input type="checkbox"/> Other                   |   |

**Estimated Number of Attendees \***

150

50+ requires permission  
250+ requires waste plan  
500+ is a special event

**Will there be amplified or unusual sound at your event? \***

- Yes  No

**Will your event impact or require any street closure? \***

- Yes  No

**Will alcohol be sold or served publicly at your event? \***

Yes  No

**Will there be tents, canopies, or other temporary structures? (includes inflatables) \***

Yes  No

**Provide a description of tents or structures.**

No water features allowed. Tent stakes must be less than 12". Fire inspection may be required.

One pop up tent and our inflatable 5K arch for the start/finish line. We use sandbags to anchor it down.

**Will there be vendors selling goods or services at this event (including lessons or paid activities)? \***

Yes  No

**Will you be driving vehicles into the park or parking on the grass or in the park? \***

Yes  No

**Will your event require access to or use of the park after hours? (before 6am or after 11pm) \***

Yes  No

**Will you be camping overnight in any park facility? \***

Yes  No

**Will you be operating any type of motorized vehicle on any of the trail system? \***

Yes  No

**Will you be riding bicycles on any area of the park other than a paved road or trail designated for that purpose? \***

Yes  No

**Will bicycles or vehicles operate at a rate of speed exceeding fifteen (15) miles per hour? \***

Yes  No

**Will you have horses or other animals at the event? (other than dogs) \***

Yes  No

**Will there be hot air balloon(s)? \***

Yes  No

**Do you plan to scuba dive in designated swim area at Dierkes Lake? \***

Yes  No

**Will you need to park any vehicles or equipment 1 ½ ton capacity or more in any park parking lots? \***

Yes  No

**Will you require power? (There may an additional fee for power) \***

Yes  No

## Contact Information

### Event Organizer

---

**First Name \***

Teresa

**Last Name \***

Johnson

### Onsite Contact

---

**First Name \***

Teresa

**Last Name \***

Johnson

## Event Information

**Event Name \***

Girls on the Run 5K

**Event Location (Park or Facility Requested)**

Frontier Park

**Is this event indoors or outdoors? \***

Indoors

Outdoors

**Event Reoccurrence**

One Time Event

Recurring over several weeks/months

**Event Description \***

This is our end of season 5K celebration for our Spring program participants and their families. We will start and finish on the grass in Frontier Park and use the CSI nature trail for our course. It is a 1.5 mile loop that has been approved by Katie Jones at CSI. While we do not actively advertise this 5K to the community all are welcome to participate. This event is to celebrate the girls' hard work from the season and show them that with dedication and determination they can reach their goals.

[Canyon Rim](#)   [City Park](#)   [Downtown Commons](#)   [Sunway Soccer Park](#)  
[Shoshone Falls](#)   [Dierkes](#)   [Harmon Park](#)   [Thomsen Park](#)   [Oregon Trail](#)

Download this provided template and add your layout. Upload your completed layout below.

**Event Map \***

CSI 1.5 mile loop.pdf

120.57KB

**Set-up Time Start \***

**Set-up Time End \***

05/09/2026 07:00:00 AM

05/09/2026 09:30:00 AM

**Event Time Start \***

05/09/2026 10:00:00 AM

**Event Time End \***

05/09/2026 12:00:00 PM

**Take Down Time Start \***

05/09/2026 12:00:00 PM

**Take Down Time End \***

05/09/2026 01:00:00 PM

**Important, PLEASE READ:** Full payment of all fees, map of event layout and liability insurance (if applicable) must accompany this completed application in order to request a reservation. Complete reservation requests are processed in the order in which they are received with annual events (3 years or more) given first consideration.

## Permits, Licenses and Agreements

**Will goods, services, food, or beverages be sold? \***

Yes  No

**Will you have keg beer at your event? \***

Yes  No

**Will your event utilize signs, banners, flags, etc.? \***

Yes  No

## Definitions



\*A "banner sign" is a temporary sign having characters, letters, or illustrations applied to plastic, cloth, canvas, or other similar material, with the only purpose of such nonrigid material being for background.

\*A "sandwich board sign" is a temporary sign that is generally constructed in such a manner as to form an "A" like shape or is constructed with a base and single upward sign face, forming an upside down "T" but not permanently attached to the ground.

- Sandwich board signs are allowed within multi-tenant developments. Only 1 allowed per business.
- Sandwich board signs shall be located not more than ten feet (10') from the door of the business.

\*A Community Event Sign announces a campaign, drive activity or celebration of a civic, political, public, philanthropic, religious or educational organization for noncommercial purposes. Community Event signs are allowed off premise but permission from the owner of the property where the sign will be located is required prior to issuance of a permit. Please provide a list of the locations of where any off premise signs will be located.

\*May not be larger than 64 sq. ft. in size with a maximum height not to exceed 10 ft.

\*An "inflatable sign" is a temporary ground mounted sign that is manufactured of plastic, cloth, canvas, or other light fabric, inflated with air and held upright, typically by mechanical means.

\*The minimum setback from the road right of way shall be one and one-half (1-1/2) times the height of the sign.

**Will your event generate any type of waste? \***

Yes  No

**Is this an ongoing or seasonal request? \***

Yes  No

**Will your event include pyrotechnics or fireworks? \***

Yes  No

## Notification

Event organizers are required to notify any nearby property owners who may be impacted by the holding of their special event. This notification must be made in writing and be given to said property owners no less than fourteen (14) days prior to the planned event. The special event permit will not be issued unless this requirement has been met. The written notice must include the following information:

- Date and time of special event
- Location of the event
- Additional areas affected by the event
- Type of event
- Planned road or parking lot closures
- Noise considerations (loud music, etc.)
- Estimated number of attendees

**Notification Acknowledgement \***

I have read and understand this requirement

## Insurance

It is the responsibility of the special event organizer(s) to secure and provide a **COMMERCIAL GENERAL LIABILITY** insurance policy that covers the planned special event. This policy must provide coverage of no less than \$500,000 combined single limit per occurrence. This insurance policy must include a rider for alcohol if it is to be sold, provided or consumed. Insurance requirements may be increased upon demand of the Twin Falls City Attorney, Twin Falls City Risk Manager and/or other local government entities with jurisdiction.

Each policy shall be written as a primary policy, not contributing to, or in excess of, any coverage which the City may carry. A certificate of Insurance naming the City of Twin Falls as additionally insured and as the certificate holder must be provided with this application. Failure to provide insurance coverage will immediately terminate special event application or approval.

### Insurance Documents

## Security

As an event organizer, you are required to provide a safe and secure environment for your event. This is accomplished through pre-planning and anticipation of problems or concerns related to event activities.

Most major events require the services of approved security (either paid professional security or a law enforcement agency). The Special Events Coordinator/Sergeant will evaluate each event application and determine the necessity of and type of security. Police Officers may be required depending on the scope of event.

The organizer may also be required to provide additional services (lost child booth, trained medical personnel, etc.) at the discretion of the Special Events Coordinator.

## Restrictions and Signature

### **Please be aware of the following restrictions:**

- Fires are allowed in fireplaces or grills only.
- Dogs must be on leash in parks, with the exception of Baxter Dog Park.
- Dogs are prohibited in the grassy park area of Dierkes Lake Park.
- Alcohol is prohibited at Dierkes Lake Park, Sunway Soccer Fields, First Federal Park & St Luke's Shelter, Oregon Trail Youth Complex, and Sawtooth Softball Fields. Water slides, inflatable water features and dunk tanks are prohibited.
- Hours for amplified music are Mon—Fri 11 am-9pm, Sat 8am-9:30pm, Sunday 12:15pm-8pm.

### **The following are prohibited in parks and on trails:**

- Glass containers
- Soliciting
- Loitering and Boisterousness
- Discharging of fireworks and explosives
- Possessing intoxicating beverages where prohibited or be under the influence in any public space
- Throwing objects other than in designated areas
- Climbing trees
- Damaging, cutting, removing, or attaching anything to any trees or plants
- Digging or disturbing grass or natural landscape
- Walking or standing on monuments, fountains, railings, fences, or other features not designed for such use
- Disfiguring or removing any buildings or park amenities
- Endangering the safety of others
- Preventing any person from using any park or its facilities
- Violating park curfew of 11pm
- Hunting, trapping, or pursuing wildlife
- Polluting waters of any kind in parks
- Dumping or depositing trash other than in proper receptacles

1. The prior named Applicant/Organization, in consideration of its use of Twin Falls Parks and Recreation facilities, agrees to release, indemnify and defend the City of Twin Falls, and its agents, employees and representative, from any and all claims, demands or lawsuits arising out of the Applicant's/Organization's use of said facilities.
2. Groups, individuals and applicants further agree that they have received the City's policies, rules and regulations governing use of said facility and agree to be bound by the same.
3. Effect Of A Permit: A Twin Falls park permittee shall be bound by all park rules and regulations and all applicable ordinances as fully as though the same were inserted in said permit. The person or persons to whom a permit is issued shall be liable for any loss, damage or injuries sustained by any person or property by reason of the negligence of the person or persons to whom such permit shall have been issued. The director, or a duly authorized representative, shall have the authority to revoke a permit upon finding of violation of any rule or ordinance, or upon good cause. (Ord. 2735, 9-16-2002)

\*\*Based on the details of your event, a parks use permit might be issued. By signing below, I agree that this permit may be revoked for reasons outlined above. I further agree that this permit will be revoked if it conflicts with any lawful order issued by a Federal, State, or local government agency, including orders issued in response to the COVID-19 pandemic.

By signing this application, I certify that the information contained in the foregoing application is true and correct to the best of my knowledge. I understand that this application is made subject to the rules and regulations established by the Twin Falls City Council. I further agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am authorized to commit that

organization, and therefore agree to be financially responsible for any costs and fees that may be uncured by, or on behalf of, the Special Event to the City of Twin Falls.

**Signature \***

*Teresa Johnson*

**Name \***

Teresa Johnson

**Date \***

03/30/2026



# Council Agenda Information

## Review

### Approval Process:

Consent of the City Council. This event does meet the requirements for a Special Event Permit as outlined in City Code 3-6-2

- (A) Is expected to draw five hundred (500) or more persons at any session as participants or spectators and is proposed to be held at a park;
- (B) Impacts city streets, sidewalks, parks and common areas, or city resources;
- (C) Unless otherwise permitted to do so, propose to sell or serve alcohol publicly; or
- (D) Intends to broadcast amplified sound or generate unusual noise.

## Streets

### Streets Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

### Comments, requests and requirements from Streets

There is no traffic control plan for the road closure.

## Engineering

### Engineering Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

### Comments, requests and requirements from Engineering

Please provide a Public Service Announcement (PSA) to the Engineering Department at least five business days in advance of the event. Provide access for emergency vehicles during the event.

## Planning and Zoning

### Planning and Zoning Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

## Comments, requests and requirements from Planning and Zoning

### Electrical



#### Electrical Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Electrical

### Police



#### Police Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Police

Insurance needed before full approval.

### Fire



#### Fire Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Fire

Any tents or temporary structures that exceed 400 SF shall have a Tent Permit through the TFFD. Any food vendor shall have their valid 2026 purple fire inspection decal in plain view of the public.

### Parks



#### Parks Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

Comments, requests and requirements from Parks

Event Coordinator

Charges/Fees

Row	Description	Cost	Quantity
1	Application Fee	\$25.00	1

**Total Due \***

\$25.00

**Special Event Departments \***

Which departments should be asked to review this application?

- Streets
- Engineering
- Planning and Zoning
- Electrical
- Police
- Fire
- Parks

**Reviewer Name \***

Mable Shurtleff

Initial Questions

**Will you be using a Park Facility (City Pool and Ballfields included), City Trail, or Downtown Commons/Main Street? \***

- Yes
- No

**Type of Event \***

Please select all that apply

- Car Show
- Carnival/Fair
- Dance
- Concert/Performance
- Exhibits/Miscellaneous
- Festival
- Parade
- Picnic/Family Gathering
- Pool Reservation
- Run/Walk/Race
- Special Attraction
- Street Fair
- Tournament (Sport Field/Court)
- Other

**Estimated Number of Attendees \***

2,000

50+ requires permission  
250+ requires waste plan  
500+ is a special event

**Will there be amplified or unusual sound at your event? \***

- Yes
- No

**Will your event impact or require any street closure? \***

Yes  No

**Will alcohol be sold or served publicly at your event? \***

Yes  No

**Will there be tents, canopies, or other temporary structures? (includes inflatables) \***

Yes  No

**Provide a description of tents or structures.**

No water features allowed. Tent stakes must be less than 12". Fire inspection may be required.

10x10 Easy up style popup canopies

**Will there be vendors selling goods or services at this event (including lessons or paid activities)? \***

Yes  No

**Will you be driving vehicles into the park or parking on the grass or in the park? \***

Yes  No

**Will your event require access to or use of the park after hours? (before 6am or after 11pm) \***

Yes  No

**Will you be camping overnight in any park facility? \***

Yes  No

**Will you be operating any type of motorized vehicle on any of the trail system? \***

Yes  No

**Will you be riding bicycles on any area of the park other than a paved road or trail designated for that purpose? \***

Yes  No

**Will bicycles or vehicles operate at a rate of speed exceeding fifteen (15) miles per hour? \***

Yes  No

**Will you have horses or other animals at the event? (other than dogs) \***

Yes  No

**Will there be hot air balloon(s)? \***

Yes  No

**Do you plan to scuba dive in designated swim area at Dierkes Lake? \***

Yes  No

**Will you need to park any vehicles or equipment 1 ½ ton capacity or more in any park parking lots? \***

Yes  No

Will you require power? (There may an additional fee for power) \*

Yes  No

## Contact Information

### Event Organizer

**First Name \***

Jared

**Last Name \***

Lauritsen

### Onsite Contact

**First Name \***

Jared

**Last Name \***

Lauritsen

## Event Information

**Event Name \***

Market on Main

**Event Location (Park or Facility Requested)**

100 block of Main Ave

**Is this event indoors or outdoors? \***

Indoors  
 Outdoors

**Event Reoccurrence**

One Time Event  
 Recurring over several weeks/months

**Event Description \***

This is a event where vendor hold 10'x10' booths and sell goods. These are handmade, homemade, and local sourced items.

[Canyon Rim](#) [City Park](#) [Downtown Commons](#) [Sunway Soccer Park](#)  
[Shoshone Falls](#) [Dierkes](#) [Harmon Park](#) [Thomsen Park](#) [Oregon Trail](#)

Download this provided template and add your layout. Upload your completed layout below.

**Event Map \***

Screenshot 2025-12-31 at 2.51.40 PM.png

5.41MB



**Set-up Time Start \***

06/06/2026 06:00:00 AM

**Set-up Time End \***

06/06/2026 08:30:00 AM

**Event Time Start \***

06/06/2026 09:00:00 AM

**Event Time End \***

08/08/2026 02:00:00 PM

**Take Down Time Start \***

08/08/2026 02:00:00 PM

**Take Down Time End \***

08/08/2026 03:00:00 PM

**Important, PLEASE READ:** Full payment of all fees, map of event layout and liability insurance (if applicable) must accompany this completed application in order to request a reservation. Complete reservation requests are processed in the order in which they are received with annual events (3 years or more) given first consideration.

**Parking Plan**

**Parking Plan \***

Parking will be available in public parking areas. We have worked closely with local downtown businesses and arranged for vendors to park in areas farther from prime public parking, keeping the closest spots available for patrons.

**Parking Plan Map**

## Permits, Licenses and Agreements

**Will goods, services, food, or beverages be sold? \***

Yes  No

- ✓ *Food Concession and Commercial Activity Permit will be required*
- ✓ *Handwashing stations may be required by Health Department*
- ✓ *Agreement and fees may be required*

**Will you have keg beer at your event? \***

Yes  No

**Will your event utilize signs, banners, flags, etc.? \***

Yes  No

## Definitions



\*A "banner sign" is a temporary sign having characters, letters, or illustrations applied to plastic, cloth, canvas, or other similar material, with the only purpose of such nonrigid material being for background.

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\*The minimum setback from the road right of way shall be one and one-half (1-1/2) times the height of the sign.

**Will your event generate any type of waste? \***

Yes  No

**Is this an ongoing or seasonal request? \***

Yes  No

*Agreement, insurance, and fees may apply*

**Will your event include pyrotechnics or fireworks? \***

Yes  No

## Notification

Event organizers are required to notify any nearby property owners who may be impacted by the holding of their special event. This notification must be made in writing and be given to said property owners no less than fourteen (14) days prior to the planned event. The special event permit will not be issued unless this requirement has been met. The written notice must include the following information:

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- Noise considerations (loud music, etc.)
- Estimated number of attendees

### Notification Acknowledgement \*

I have read and understand this requirement

## Insurance

It is the responsibility of the special event organizer(s) to secure and provide a **COMMERCIAL GENERAL LIABILITY** insurance policy that covers the planned special event. This policy must provide coverage of no less than \$500,000 combined single limit per occurrence. This insurance policy must include a rider for alcohol if it is to be sold, provided or consumed. Insurance requirements may be increased upon demand of the Twin Falls City Attorney, Twin Falls City Risk Manager and/or other local government entities with jurisdiction.

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The organizer may also be required to provide additional services (lost child booth, trained medical personnel, etc.) at the discretion of the Special Events Coordinator.

## Waste Plan

As an event organizer, you are responsible for the waste generated by your participants, spectators and vendors, as well as the costs

associated with proper disposal.

**Discarded Materials \***

List what materials from your event will be discarded by vendors and attendees (i.e. cardboard, plastic bags, food waste, Styrofoam, plastic bottles, aluminum cans etc.):

It is normal that general waste will be disposed of by patrons. We provide garbage cans at each event to accomodate for this. We rent these from Western Waste.

**Have you arranged for portable toilets? \***

Yes  No

**Have you contracted for additional trash receptacles and/or dumpsters? \***

Yes  No

<b>Name of Contracted Company *</b>	<b>Number of Trash Receptacles *</b>	<b>Size of Trash Receptacles</b>
Western Waste	2	96 gallon
<b>Contact person in charge of waste. *</b>	<b>Phone number of contact</b>	<b>Number of staff assisting in removal.</b>
Jared Lauritsen	208 749 9364	4

Any cleanup required by City Personnel following an event will be at the expense of the event organizers.

## Restrictions and Signature

**Please be aware of the following restrictions:**

- Fires are allowed in fireplaces or grills only.
- Dogs must be on leash in parks, with the exception of Baxter Dog Park.
- Dogs are prohibited in the grassy park area of Dierkes Lake Park.
- Alcohol is prohibited at Dierkes Lake Park, Sunway Soccer Fields, First Federal Park & St Luke's Shelter, Oregon Trail Youth Complex, and Sawtooth Softball Fields Water slides, inflatable water features and dunk tanks are prohibited.
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- Discharging of fireworks and explosives
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- Throwing objects other than in designated areas
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- Walking or standing on monuments, fountains, railings, fences, or other features not designed for such use
- Disfiguring or removing any buildings or park amenities
- Endangering the safety of others
- Preventing any person from using any park or its facilities
- Violating park curfew of 11pm
- Hunting, trapping, or pursuing wildlife

- Polluting waters of any kind in parks
- Dumping or depositing trash other than in proper receptacles

1. The prior named Applicant/Organization, in consideration of its use of Twin Falls Parks and Recreation facilities, agrees to release, indemnify and defend the City of Twin Falls, and its agents, employees and representative, from any and all claims, demands or lawsuits arising out of the Applicant's/Organization's use of said facilities.
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\*\*Based on the details of your event, a parks use permit might be issued. By signing below, I agree that this permit may be revoked for reasons outlined above. I further agree that this permit will be revoked if it conflicts with any lawful order issued by a Federal, State, or local government agency, including orders issued in response to the COVID-19 pandemic.

By signing this application, I certify that the information contained in the foregoing application is true and correct to the best of my knowledge. I understand that this application is made subject to the rules and regulations established by the Twin Falls City Council. I further agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be uncured by, or on behalf of, the Special Event to the City of Twin Falls.

**Signature \***

*Jared Lauritsen*

**Name \***

Jared Lauritsen

**Date \***

12/31/2025



BEFORE THE CITY COUNCIL  
OF THE CITY OF TWIN FALLS

In Re:	)	
	)	
<u>Zoning District Change &amp; Zoning Map Amendment,</u>	)	FINDINGS OF FACT,
Application,	)	
	)	CONCLUSIONS OF LAW,
<u>Carolyn Matsuoka</u>	)	
<u>c/o Mark Jones</u>	)	AND DECISION

Applicant(s)

This matter having come before the City Council of the City of Twin Falls, Idaho on April 27, 2026, for public hearing pursuant to public notice as required by law for a Zoning District Change and Zoning Map Amendment from TN-1 to TN-1 with Professional Office Overlay for property located 2111 Addison Ave E and the City Council having heard testimony from interested parties, and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for a Zoning District Change and Zoning Map Amendment from TN-1 to TN-1 with Professional Office Overlay for property located 2111 Addison Ave E.
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: Thursday, March 5, 2026 & Thursday, April 9, 2026
3. The property in question is zoned TN-1 pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Neighborhood Commercial in the duly adopted Comprehensive Plan of the City of Twin Falls.
4. The existing neighboring land uses in the immediate area of this property are: to the north, Residential/Photo Studio; to the south, Residential/Offices; to the east, Photo Studio; to the west, Residential.
5. Additional comments from City Council were: Councilperson Vollmer and Hawkins feel this is an appropriate zone for this property with its location and access on Addison Ave East.

Based on the foregoing Findings of Fact, the City Council hereby makes the following

CONCLUSIONS OF LAW

1. The application for a Zoning District Change and Zoning Map Amendment from TN-1 to TN-1 with Professional Office Overlay for property located 2111 Addison Ave E is consistent with the purpose of the TN-1 with Professional Office Overlay Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-4-2, 10-4-11, 10-8-1 through 6, 10-14-1 through 6 of the Twin Falls City Code.

3. The proposed use is proper use in the XXXX Zone, subject to the conditions, which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

4. Public services may not be available at the time of development, depending upon the speed of development of this and other subdivisions and the ability of the City to obtain additional water and/or sewer capacity. A rezone of this property is not a guarantee city utilities are available. A will-serve letter will be issued upon review and approval for a final plat and/or a phase of a final plat.

5. The application for a Zoning District Change and Zoning Map Amendment from TN-1 to TN-1 with Professional Office Overlay for property located 2111 Addison Ave E should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls and to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

Based on the foregoing Conclusions of Law, the Twin Falls City Council hereby enters the following

DECISION

1. The application for a for a Zoning District Change and Zoning Map Amendment from TN-1 to TN-1 with Professional Office Overlay for property located 2111 Addison Ave E is hereby granted.

2. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls and to the conditions which are attached as "Exhibit No. A" and incorporated by reference as though fully set forth herein.

---

MAYOR - TWIN FALLS CITY COUNCIL

---

DATE

"EXHIBIT NO. A"

1. Approval of this zoning request does not preclude the applicant from obtaining the required permits and/or licenses needed to complete the project.

APPLICATION #: PZ26-0008



**Date:** Monday, May 4, 2026  
**To:** Honorable Mayor and City Council  
**From:**

### **ACTION ITEM**

**Request:**

Twin Falls School District is requesting a fee waiver for Robert Stuart for their HVAC remodel and upgrade at 644 Caswell Ave W. Permit # 26-0878.

**Time Estimate:**

Approximately 5 minutes.

**Background:**

The Twin Falls School District submitted an application (Permit #26-0878) for HVAC remodel and upgrade (Re-roofing & building renovation) permits for the Robert Stuart Middle School at 644 Caswell Ave W. The Twin Falls School District has submitted a letter requesting that the permit fees be waived for this project. The estimated building permit fees associated with this project are as follows:

- **Project Valuation \$6,310,000**
- **Permit fee \$19,557.50**
- **Plan review fee \$12,712.38**
- **Total of \$32,269.88.**

**\*Recommended 10% hold back for the Building Safety Department = \$3226.99**

**The grant total for the fee waiver is in the amount of \$29042.89.**

**Approval Process:**

Approval of this request requires a simple majority (50% + 1) of the members in attendance at this meeting.

**Budget Impact:**

Approval of this request will permit the applicant to proceed with their building permit without paying the building/Plan Review fees of \$29042.89. Please note that this only applies to the building permit and plan review fees; any sewer capacity fees or impact fees will be assessed for this project. • BSD staff coverage, including equipment and time, will still be necessary for maintaining minimum fire, life and safety requirements as prescribed by current state law. \*BSD Recommended 10% hold back for the Building Safety Department = \$3266.99. The grand total for the fee waiver request is \$29042.89 with the 10% hold back applied.

**Regulatory Impact:**

n/a

**History:**

n/a

**Analysis:**

n/a

**Conclusion:**

Staff recommend that the Council consider the request and take whatever action the council determines is appropriate. Note: The Building Official would like to recommend that 10% of the permit fees be retained in order to cover minimal costs of inspections, to include equipment cost.

**Attachments:**

1. Fee Waiver Request 2026



April 20, 2026

Mr. Matthew Long  
Certified Building Official  
203 Main Avenue East  
PO Box 1907  
Twin Falls, ID 83303-1907

Dear Matthew,

First, I want to once again thank you for your support of the Twin Falls School District. Few communities enjoy the high level of cooperation that exists between the City of Twin Falls and the Twin Falls School District #411. We have a shared facility use agreement and have representation on the various committees within the city and school district. In addition, the city has faithfully waived building permit fees and other fees associated with building projects by the school district. This has allowed the district to maximize our taxpayer dollars to benefit the children of our community. On behalf of the TFSD #411 Board of Trustees, I want to thank the City of Twin Falls for that spirit of cooperation.

The purpose of this letter is to request a waiver of the building permit and plan review related fees for our HVAC remodel and upgrade (reroofing and building renovation) at Bickel Elementary School and Robert Stuart Middle School. Excluded from this request are electrical, mechanical, and plumbing permits. These remodels will provide a much-needed HVAC upgrade for these schools.

The total valuation for Bickel is \$2,970,000. The commercial building fee is \$10,372.50, and the plan review is \$6,742.12 for a total of \$17,114.62. With the 10% holdback, we are requesting a waiver in the amount of \$15,403.16.

The total valuation for Robert Stuart is \$6,310,000. The commercial building fee is \$19,557.50, and the plan review is \$12,712.38 for a total of \$32,269.88. With the 10% holdback, we are requesting a waiver in the amount of \$29,042.89.

Although not a tremendous cost in comparison to the overall dollar amount for this project, our budget is tight, and all savings will be invested directly into the project. Thank you for taking the time to consider this request. If you have any questions or require additional information, please call me.

Sincerely,



Dr. Brady D. Dickinson

Superintendent of Schools



**Date:** Monday, May 4, 2026  
**To:** Honorable Mayor and City Council  
**From:**

### **ACTION ITEM**

**Request:**

Twin Falls School District is requesting a fee waiver for Bickel Elementary school HVAC remodel and upgrade at 607 2nd Ave E. Permit # 26-0886.

**Time Estimate:**

5 minutes for explanation and questions

**Background:**

The Twin Falls School District submitted an application (Permit #26-0866) for HVAC remodel and upgrade (Re-roofing & Building renovation) permits for Bickel Elementary school, located at 607 2nd Ave E.

- **Building permit valuation of \$2,970,000**
- **Plan Review Fee \$6,742.12**
- **Permit Review fee \$10,372.50**
- **Total \$17,114.62**

**\*Recommended 10% hold back for the Building Safety Department = \$1711.46**

**The grand total for the fee waiver request is \$15,403.16**

**Approval Process:**

Approval of this request requires a simple majority (50%+1) of the members in attendance at this meeting.

**Budget Impact:**

Approval of this request will permit the applicant to proceed with their building permit without paying the building/Plan Review fees of \$17,114.62. Please note that this only applies to the building permit and plan review fees; any sewer capacity fees or impact fees will be assessed for this project. • BSD staff coverage, including equipment and time, will still be necessary for maintaining minimum fire, life and safety requirements as prescribed by current state law. • \*BSD Recommended 10% hold back for the Building Safety Department = \$1711.46. The grand total for the fee waiver request is \$15,403.16 with the 10% hold back applied.

**Regulatory Impact:**

n/a

**History:**

n/a

**Analysis:**

n/a

**Conclusion:**

Staff recommend that the Council consider the request and take whatever action the council determines is appropriate. Note: The Building Official would like to recommend that 10% of the permit fees be retained in order to cover minimal costs of inspections, to include equipment cost.

**Attachments:**

1. Fee Waiver Request 2026



April 20, 2026

Mr. Matthew Long  
Certified Building Official  
203 Main Avenue East  
PO Box 1907  
Twin Falls, ID 83303-1907

Dear Matthew,

First, I want to once again thank you for your support of the Twin Falls School District. Few communities enjoy the high level of cooperation that exists between the City of Twin Falls and the Twin Falls School District #411. We have a shared facility use agreement and have representation on the various committees within the city and school district. In addition, the city has faithfully waived building permit fees and other fees associated with building projects by the school district. This has allowed the district to maximize our taxpayer dollars to benefit the children of our community. On behalf of the TFSD #411 Board of Trustees, I want to thank the City of Twin Falls for that spirit of cooperation.

The purpose of this letter is to request a waiver of the building permit and plan review related fees for our HVAC remodel and upgrade (reroofing and building renovation) at Bickel Elementary School and Robert Stuart Middle School. Excluded from this request are electrical, mechanical, and plumbing permits. These remodels will provide a much-needed HVAC upgrade for these schools.

The total valuation for Bickel is \$2,970,000. The commercial building fee is \$10,372.50, and the plan review is \$6,742.12 for a total of \$17,114.62. With the 10% holdback, we are requesting a waiver in the amount of \$15,403.16.

The total valuation for Robert Stuart is \$6,310,000. The commercial building fee is \$19,557.50, and the plan review is \$12,712.38 for a total of \$32,269.88. With the 10% holdback, we are requesting a waiver in the amount of \$29,042.89.

Although not a tremendous cost in comparison to the overall dollar amount for this project, our budget is tight, and all savings will be invested directly into the project. Thank you for taking the time to consider this request. If you have any questions or require additional information, please call me.

Sincerely,



Dr. Brady D. Dickinson

Superintendent of Schools



**Date:** Monday, May 4, 2026  
**To:** Honorable Mayor and City Council  
**From:** Mark Thomson Street Department Superintendent

## **ACTION ITEM**

### **Request:**

Request approval to purchase two crack-sealing machines through the State of Idaho contract, along with additional equipment needed to expand the Street Department's crack-sealing program at a cost not to exceed \$200,000.00, to be funded using street reserves.

### **Time Estimate:**

The presentation will take approximately 10 minutes.

### **Background:**

Over the last year, the Street Department has been re-evaluating its maintenance practices. Through that process, we identified a need to expand our ability to crack seal a greater portion of the road network. We found that crack sealing has not been prioritized at the level it should be, and adjustments are needed moving forward.

Our long-term goal is to reach a point where every road in the maintenance zone is crack sealed before receiving surface treatments. Achieving that goal would require both City crews and, potentially, contractor support to complete the full zone. Expanding our crack sealing ability supports a preventive maintenance approach and helps protect roadway investments before more costly repairs become necessary.

Crack sealing is a critical part of asphalt maintenance and provides several benefits to the roadway surface. It seals pavement cracks, prevents water intrusion, slows deterioration, and extends pavement life.

Currently, we operate one crack sealing crew made up of four employees. Two employees staff the blower truck—one driving and one cleaning the cracks with compressed air and heat. The other two employees operate the crack seal truck, which pulls the crack sealing machine. One employee drives while the other applies the sealant. The machine functions as a large melting kettle with an internal heater that warms the sealant material to approximately 400 degrees Fahrenheit, allowing it to be pumped through the applicator wand and placed into the cracks.

Our current crack sealing machine has experienced repeated breakdowns. These failures create significant repair downtime and reduce the amount of crack sealing that can be completed during the construction season. Because we currently have only one crew, any equipment failure brings the entire crack sealing program to a halt.

With this request, we are proposing to replace the current machine and purchase an additional unit, along with the support equipment needed to operate two crack sealing crews. This investment would allow the Street Department to continue crack sealing operations even if one unit is out of service, while also increasing the overall production capacity.

**Estimated costs:**

- Crack sealers — \$80,000.00 each
- Air compressor — \$30,000.00
- Misc. Equipment – \$10,000.00

On March 3, 2026, the State of Idaho awarded Contract #9163 to Maxwell Equipment Company for the Idaho Transportation Department for the purchase of crack sealer machines. Idaho Code § 67-2803(1) allows the City to piggyback on this State contract for the purchase of the crack sealers.

The remaining equipment would not be subject to bidding requirements. The state contract and compressor quote are attached. The miscellaneous equipment would be items required to complete setting up the second crew.

**Approval Process:**

A simple majority will approve this request.

**Budget Impact:**

This request was not budgeted and, upon approval, would be funded out of street reserves.

**Regulatory Impact:****History:****Analysis:****Conclusion:**

Request approval to purchase two crack-sealing machines through the State of Idaho contract, along with additional equipment needed to expand the Street Department's crack-sealing program at a cost not to exceed \$200,000.00, to be funded using street reserves.

**Attachments:**

1. City of Twin Falls Street Dept PA185VWDO compressor Sourcewell
2. Contract 9163 - Crack Sealing Machines - Maxwell Equipment Company - Fully Executed



**CATE EQUIPMENT COMPANY**

Construction, Mining and Industrial Equipment  
 2747 Garrett Way  
 Pocatello, Idaho 83201  
 Office: 801-973-2900

**QUOTE**

<b>Number:</b>	<b>SOURCEWELL</b>
<b>Customer #</b>	

**CUSTOMER** City of Twin Falls Street Dept

Mark Thomson  
[159 Wall Ave](#)  
 Twin Falls, Idaho 83301  
 208-308-7326  
 Sourcewell Contract #020923-CEC  
 Member Number #2478

**DATE:** April 28, 2026  
**VALID FOR:** 30 Days  
**SALESMAN:** Joe Delaney  
**EMAIL:** [jdelaney@cateequipment.com](mailto:jdelaney@cateequipment.com)  
**CELL:** 208-339-0448

**MAKE:** Bobcat/Doosan  
**MODEL:** PA185VWDO-T4F  
**SERIAL:** : 521932UJAJK19  
**BILLING TERMS:** Net 30

Equipment Description	EXPIRES	SALESMAN	CATEGORY
Bobcat/Doosan PA185VWDO-T4F Compressor	05/28/26	JDD	2

QTY	DESCRIPTION	P/N	UNIT PRICE	EXT. PRICE
1.0	Bobcat/Doosan PA185VWDO-T4F Compressor		\$ 26,315.00	\$ 26,315.00
1.0	Surcharge		\$ 395.00	\$ 395.00
1.0	Pre Delivery inspection (2 hours @ \$160.00 per hour)		\$ 320.00	320.00
SUBTOTAL				\$ 27,030.00
				\$ -
LOCAL DELIVERY (Pocatello Idaho)				\$ -
FREIGHT				\$ 960.00
				\$ -
<b>TOTAL</b>				<b>\$ 27,990.00</b>
Notes:	No Lead Time, Unit in Stock			

**Quote Acceptance and Authorization to Proceed:**

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**PO#** \_\_\_\_\_

THANK YOU FOR YOUR BUSINESS!



## State of Idaho Contract Number 9163

### Parties

Agency	Contractor
Idaho Transportation Department 3311 W State Street Boise, ID 83707	Maxwell Equipment Company, Inc 650 South Delong Street Salt Lake City, UT 84104

### Contract Summary

<b>Contract Name:</b> Crack Sealing Machines <b>Contract Description:</b> Crack Filling Machines <b>Original Effective Date:</b> February 23, 2026 <b>Current Expiration Date:</b> February 22, 2028	<b>Current Contract Value:</b> \$ 234,180.00 <b>Estimated Lifetime Value:</b> \$ 234,180.00 <b>Contract Usage Type:</b> AGENCY
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### Agency Contacts

Contact Name	Contact Type	Contact Email
KEVIN CHAMBERS	SOURCING EVENT LEAD	KEVIN.CHAMBERS@ITD.IDAHO.GOV

### Contractor Contacts

Contact Name	Contact Phone	Contact Email
CHRISTOPHER BAKER	801-433-4339	CHRIS@MAXWELLEQUIPMENT.COM

### Recitals

1. This Contract number 9163 for Crack Sealing Machines ("the Contract") is awarded for the Idaho Transportation Department ("the Agency") pursuant to state of Idaho sourcing event number 1150 ("the Solicitation").
2. The Contract is issued under the authority provided by the Administrator of the Division of Purchasing pursuant to the State Procurement Act, title 67, chapter 92, Idaho Code.
3. Maxwell Equipment Company, Inc ("Contractor") agrees to provide the Property identified in the line item(s) below as detailed herein.

### Agreement

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows: This Contract, including any attached files, constitutes the State of Idaho's acceptance of your signed Proposal (including any electronic submission), which is incorporated herein by reference. In the event of any inconsistency, precedence shall be given in the following order:

1. This Contract 9163
2. The State of Idaho's sourcing event, ITB 1150
3. The Contractor's signed Proposal

**Idaho Transportation Department**

**Maxwell Equipment Company, Inc**

Signature: \_\_\_\_\_

Signature: Chris N Baker

Name: \_\_\_\_\_

Name: Christopher Baker

Title: \_\_\_\_\_

Title: Manager

Date: \_\_\_\_\_

Date: March-3rd-2026

## **STATE OF IDAHO CONTRACT TERMS AND CONDITIONS**

### **ARTICLE 1 – GENERAL TERMS AND CONDITIONS**

**1.1. Definitions.** Except as defined otherwise in this Contract, the following terms shall have the following meanings, whether capitalized or not, unless the context requires otherwise. Terms not defined within this Contract shall have the meanings defined in Idaho Code section 67-9203 and in IDAPA 38, title 05, chapter 01, Rules of the Division of Purchasing.

- 1.1.1. “Agency” means the board, commission, department, agency, or office of the State receiving the Property provided by the Contractor pursuant to this Contract.
- 1.1.2. “Contract” means this written agreement between Contractor and the State for the acquisition of property, which may be the result of a solicitation, and which may include the Solicitation or specification document and the accepted portions of the bid or proposal and other documents as identified herein, unless the context means one or more agreements with other contractors or for the acquisition or other property.
- 1.1.1. “Contractor” means the offeror, bidder, or proposer selected under the Solicitation to enter a contract with the State and identified as the Contractor in the heading above in this Contract.
- 1.1.2. “Data Breach” means any unauthorized access to or acquisition of Non-Public State Data following a Security Incident that compromises the security, confidentiality, or integrity of the Non-Public State Data, or the ability of the State to access the Non-Public State Data.
- 1.1.3. “Non-Public State Data” means State Data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public State Data includes, but is not limited to, Personal State Data.
- 1.1.4. “Personal State Data” means State Data, which alone or in combination with other data, includes information relating to an individual that identifies the individual by name, identifying number, mark, or description that can be readily associated with a particular individual and which is not a public record. Personal State Data includes but is not limited to the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver’s license, passport); financial account information, including account number, credit or debit card numbers; Protected Health Information (PHI) relating to a person; or education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv).
- 1.1.5. “Property” means goods, services, parts, supplies, and equipment, both tangible and intangible, including but not limited to, designs, plans, programs, systems, techniques, and any rights or interests in such property.
- 1.1.6. “Protected Health Information (PHI)” means individually identifiable health information held or transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI also includes but may not be limited to information that is a subset of health information, including demographic information collected from an individual, and 1) is created or received by a health care provider, health

plan, employer, or health care clearinghouse; and 2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; and a) that identifies the individual; or b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

- 1.1.7. “Purchasing Administrator” means the administrator of the Department of Administration, Division of Purchasing.
- 1.1.8. “Purchasing Authority” means the state entity authorized to enter into the Contract, which shall be either the Department of Administration, Division of Purchasing, or the Agency.
- 1.1.9. “Security Incident” means the unauthorized access to Contractor’s network that the Contractor or the State believes could reasonably result in the use, disclosure, or theft of the State’s Non-Public State Data within the possession or control of Contractor. A Security Incident also includes a security breach to Contractor’s system, regardless of if Contractor is aware of unauthorized access to the State’s Non-Public State Data. A Security Incident may or may not turn into a Data Breach.
- 1.1.10. “Software” means a series of instructions or statements in a form acceptable to a machine that processes data and is designed to cause the machine to execute an operation or operations. Software includes, but is not limited to operating systems, assemblers, compilers, interpreters, data management systems, utility programs, and Automatic Data Processing Equipment Maintenance/Diagnostics programs.
- 1.1.11. “State” means the state of Idaho including each board, commission, department, agency, or office of the state of Idaho, unless the context means one or more other states of the United States.
- 1.1.12. “State Data” means all information and data developed, documented, derived, stored, installed, or furnished by the State under the Contract, including all data related to records owned by the state of Idaho.
- 1.1.13. “Solicitation” means an invitation to bid (ITB), request for quotes (RFQ), or request for proposals (RFP) issued by the State for the purpose of soliciting bids, proposals, or quotes resulting in the Contract.

## 1.2. Term

- 1.2.1. Initial Term. The initial term of the Contract shall commence on the Effective Date and expire on the Service End Date identified in the header of this Contract.
- 1.2.2. Renewal Options. Upon mutual, written agreement by the parties, the Contract may be extended under the same terms and conditions for the time interval equal to the initial term, or for such period of time as to agreed to by the parties. The Contract is not anticipated to exceed five (5) years including all renewals.

## 1.3. Price

- 1.3.1. Price. The pricing for the Contract is included in **Appendix A.**
- 1.3.2. Price Increases. Except as set forth in this section, prices shall not increase during the initial term or during any renewal or extension term. Unless accepted by the Purchasing Authority in writing or provided for in the Contract, prices shall not increase between the prior term and a renewal term. The Purchasing Authority may accept a price increase

during a term or upon renewal as provided in Contract or upon submission of evidence by Contractor that Contractor's costs have increased by causes beyond the control and without the fault or negligence of Contractor, and that Contractor could not have included in its offered price because they were unforeseeable or because the Solicitation did not contemplate future pricing.

#### **1.4. Termination and Remedies**

1.4.1. Termination for Contractor Default. The State may terminate the Contract, any order issued pursuant to the Contract, or both when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, which time shall be determined in the sole discretion of the Purchasing Authority. If the default or non-compliance is not capable of cure or if the cure requires more than thirty (30) calendar days, the Purchasing Authority may provide notice of termination without a cure period. The State shall not be required to provide advance written notice or a cure period and may immediately terminate this Contract in whole or in part if the State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Contract.

#### 1.4.2. Effect of Termination

1.4.2.1. If the Contract is terminated for default or non-compliance, the Contractor will be liable for any costs resulting from the State's award of a new contract and any damages incurred by the State. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

1.4.2.2. Unless provided otherwise in the Contract, upon termination by the Purchasing Authority for default or non-compliance, Contractor shall: a) promptly discontinue all work, unless the termination notice directs otherwise; b) promptly return to the State any Property provided by the State pursuant to this Contract; and c) deliver or otherwise make available to the State all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing this Contract, whether completed or in process, which the Contractor is obligated by the Contract or law to provide to the State upon completion.

1.4.3. Remedies. In addition to any remedies available to the State under law or equity, the State may, at its sole discretion, take or require one (1) or more of the following remedial actions if the Contractor's performance is deficient and does not comply with the Contract requirements: 1) require the Contractor to take corrective action to ensure that performance conforms to Contract requirements; 2) reduce payment to reflect the reduced value of the performance received; 3) require the Contractor to subcontract all or part of the service at no additional cost to the State; 4) withhold payment or require payment of actual damages caused by the deficiency; 5) withhold payment or require payment of liquidated damages, if liquidated damages are provided for in the Contract;

6) secure the deficient products or services and deduct the costs of products or services from payments to the Contractor under the Contract; 7) require Contractor to remove, at its sole expense, any non-conforming or deficient Property from the State's premises; or 8) terminate the Contract pursuant to any termination provisions within the Contract. These remedies are cumulative to the extent the remedies are not inconsistent, and the State may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

## **1.5. Changes and Modifications**

- 1.5.1. Amendments. Except as provided herein for ministerial changes, the Contract may be modified or amended only upon written consent of the Purchasing Authority and Contractor. The Contract may not be released, discharged, changed, extended, modified, subcontracted or assigned in whole or in part (collectively, an "Amendment") except to the extent provided by a written instrument signed by the Contractor and the Purchasing Authority. The Purchasing Authority is authorized to execute any Amendment. The Agency is authorized to execute Amendments consisting solely of plans required by the Contract and ministerial or administrative documents that further define the day-to-day responsibilities of the Contractor and the Agency. The Agency is not authorized to execute Amendments directly or indirectly increasing monetary obligations of the State, expanding the scope of the Contract or extending the Contract term. An Amendment not executed in compliance with this section is voidable, at the option of the Purchasing Administrator.
- 1.5.2. Ministerial Changes. In the event the State discovers or is notified of a typographical or other ministerial or clerical error in the Contract, the Purchasing Authority may correct such error after providing notice to the Contractor of its intent to make the correction and an opportunity for the Contractor to object that the proposed correction is not ministerial or clerical. The Purchasing Authority will make a copy of the corrected Contract available to the Contractor upon the effectiveness of the correction.
- 1.5.3. Material Changes. Amendments to the Contract shall be in compliance with the State Procurement Act, Idaho Code title 67, chapter 92. The Purchasing Authority may accept material changes with an amendment if such changes could not reasonably be anticipated by the parties at the time of the Solicitation and do not frustrate the competitive process or provide the Contractor with an unfair advantage, as determined by the Purchasing Administrator in his or her sole discretion.

**1.6. No Personal Liability.** Contractor specifically understands and agrees that in no event shall any official, officer, employee or agent of the State be personally liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this Contract, express or implied.

## **1.7. Contract Relationship; Workers' Compensation Insurance**

- 1.7.1. Independent Contractor. Contractor's status under the Contract shall be that of an independent contractor, and not that of an agent or employee. Contractor is solely liable for all labor, taxes, insurance, required bonding, and other expenses, except as

specifically stated herein. Contractor shall exonerate, indemnify and hold the State harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation and income tax laws with respect to Contractor or Contractor's employees engaged in performance under the Contract.

- 1.7.2. Workers' Compensation Insurance. Contractor shall maintain worker's compensation insurance as required by law and shall provide certificate of same if requested by the State. Failure to provide a certificate of worker's compensation insurance may result in termination of the Contract. Provision of workers' compensation insurance by the State under this provision shall be in the name of the Contractor as employer and shall not alter the independent contractor status of Contractor under the Contract. Contractor must provide either a certificate of worker's compensation insurance issued by a surety licensed to write worker's compensation insurance in the state of Idaho, as evidence that the Contractor has in effect a current Idaho worker's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

**1.8. Taxes.** The State is generally exempt from payment of state sales and use taxes and from personal property tax for Property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code). The State will furnish exemption certificates upon written request by Contractor. If Contractor is required to pay any taxes incurred as a result of doing business with the State, Contractor shall be solely responsible for the payment of those taxes.

**1.9. General Indemnification and Insurance**

- 1.9.1. Contractor's Indemnification. Contractor shall indemnify, defend, and save harmless the State, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Contractor's acts or omissions under this Contract or Contractor's failure to comply with any state or federal statute, law, regulation, or rule during performance or applicable to the performance of the Contract.
- 1.9.2. Actions on Tender; Limitation. Upon receipt of the State's tender of indemnity and defense, Contractor shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for the State, to begin fulfilling its obligation to indemnify, defend, and save harmless the State. Contractor's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of the State under the Contract. Contractor shall not be required to hold the State harmless for damages attributed to the State in a final order issued by a court of competent jurisdiction. If it is determined by a final judgment that the State's negligent act or omission is the sole proximate cause of a suit or claim, the State, to the extent funds are legally available therefore, shall reimburse Contractor for reasonable defense costs attributable to the

defense provided by any Special Deputy Attorney General appointed pursuant to section 9.3.

- 1.9.3. Requirements of Defense. Any legal defense provided by Contractor to the State under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code Sections 67-1401(13) and 67-1409(1).
- 1.9.4. Insurance. Contractor shall furnish and maintain insurance coverages as set forth on **Appendix B – Insurance Requirements** of this Contract.

#### **1.10. Patent and Copyright Indemnity**

- 1.10.1. Indemnity. Contractor shall indemnify and hold the State harmless and shall defend at its own expense any action brought against the State based upon a claim of infringement of a United States' patent, copyright, trade secret, or trademark for Property purchased under the Contract. Contractor shall pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following: 1) that Contractor shall be notified promptly in writing by the State of any notice of such claim; 2) that Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and State may select at its own expense advisory counsel; and 3) that the State shall cooperate with Contractor in a reasonable way to facilitate settlement or defense of any claim or suit.
- 1.10.2. Limitation. Contractor shall have no liability to the State under any provision of this clause with respect to any claim of infringement that is based upon: 1) the combination or utilization of the Property with machines or devices not provided by the Contractor other than in accordance with Contractor's previously established specifications unless such combination or utilization was disclosed in the Solicitation or the specifications; 2) the modification of the Property unless such modification was disclosed in the Solicitation or the specifications; or 3) the use of the Property not in accordance with Contractor's previously established specifications unless such use was disclosed in the Solicitation or the specifications.
- 1.10.3. Option to Replace, Modify, or Refund. Should the Property become, or in Contractor's opinion be likely to become, the subject of a claim of infringement of a United States' patent, the Contractor shall, at its option and expense, either procure for the State the right to continue using the Property, to replace or modify the Property so that it becomes non-infringing, or to grant the State a full refund for the purchase price of the Property and accept its return.

#### **1.11. Billing**

- 1.11.1. Contract Numbers on all Documentation. Contractor shall clearly show the State's Contract number or Purchase Order number on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- 1.11.2. Invoices. Contractor shall submit all invoices directly to the Agency.
- 1.11.3. Payment Processing. Invoices shall be accepted and processed for payment in accordance with Idaho Code sections 67-2302 and 67-9218.

**1.12. Assignment, Merger, Consolidation, or Change of Contractor**

- 1.12.1. Application of Idaho Statutes. Assignments, mergers, consolidations, and changes of the Contractor under this Agreement are subject to the provisions of Idaho Code sections 67-1027 and 67-9230.
- 1.12.2. Consent to Assign. Contractor shall not assign this Contract, or its rights, obligations, or any other interest arising from the Contract, or delegate any of its performance obligations, without the express written consent of the Purchasing Administrator and the Idaho Board of Examiners.
- 1.12.3. Consent to Change of Contractor. Any entity into which Contractor may be merged or with which it may be consolidated, any entity resulting from any merger or consolidation to which Contractor is a party, or any entity succeeding to the business of Contractor shall not become the successor of Contractor without first obtaining the prior written approval of the Purchasing Administrator and the Idaho State Board of Examiners.
- 1.12.4. Effect of Non-Compliance. At the option of the Purchasing Administrator, transfer without approval required by this section shall cause the annulment of the Contract. All rights of action for any breach of the Contract are reserved to the State notwithstanding such annulment. As provided in Idaho Code section 67-1027, the State shall not be obligated to pay the assignee until the assignment is recognized by the Idaho Board of Examiners and no damages shall accrue to Contractor or the assignee arising from the State's assignment and payment processes pursuant to Idaho Code sections 67-1027 and 67-9230.

**1.13. Subcontracting.** Unless otherwise allowed by the State in this Contract, Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this Contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of any obligation under this Contract. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Contract by Contractor's subcontractor or its sub-subcontractor. Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its subcontractors under this Contract to purchase and maintain the insurance coverage set forth in the Contract for the Contractor in connection with the performance of work by the approved subcontractor.

**1.14. Compliance with Law, Licensing, and Certifications.** Contractor shall comply with all requirements of federal, state and local laws and regulations applicable to Contractor or to the Property provided by Contractor pursuant to the Contract. For the duration of the Contract, Contractor shall maintain in effect and have in its possession all licenses and certifications required by federal, state and local laws and rules.

**1.15. State's Confidential Information**

- 1.15.1. Collection and Ownership. Pursuant to the Contract, Contractor may collect, or the State may disclose to Contractor, financial, personnel or other information that the State

regards as proprietary or confidential (“Confidential Information”). Such Confidential Information shall belong solely to the State. The State may require that Contractor’s officers, employees, agents or subcontractors agree in writing to the obligations contained in this section. The Agency may require that Confidential Information be returned to the Agency upon termination of this Contract subject to Contractor’s document retention procedures as required by law.

- 1.15.2. Use. Contractor shall use such Confidential Information only in the performance of its services under the Contract and shall not disclose Confidential Information or any advice given by it to the State to any third party, except for the following:
  - 1.15.2.1. With the State’s prior written consent;
  - 1.15.2.2. Under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the State unless prohibited by such order; or
  - 1.15.2.3. In response to any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State’s data under the Contract, or which in any way might reasonably require access to the State’s data and then only upon timely notice to the State, unless prohibited by law from making such contact.
- 1.15.3. Limitation. Confidential Information shall not include data or information that:
  - 1.15.3.1. Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of secrecy to the State;
  - 1.15.3.2. Becomes generally available to the public other than as a result of disclosure by Contractor; or
  - 1.15.3.3. Becomes available to Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of secrecy to the State.

**1.16. Public Records.** Pursuant to the Idaho Public Records Act, Idaho Code title 74, chapter 1, records, including documents in all forms, received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual portions of records as “exempt” on each page of the record containing exempt portions and shall indicate the basis in the Idaho Public Records Act for such exemption. The State will not accept the marking of an entire record as exempt. In addition, the State will not accept a legend or statement on one (1) page that all, or substantially all, of the record is exempt from disclosure. Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring Contractor’s designation of exemption or for Contractor’s failure to designate a record as exempt. Contractor’s failure to designate as exempt any record or portion of a record that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State honors a claim of exemption by Contractor, Contractor shall provide the legal defense for such claim.

**1.17. Use of the State of Idaho's Name.** Contractor shall not, prior to, in the course of, or after performance under the Contract, use the State's name in any advertising or promotional media, including press releases, as a customer or client of Contractor without the prior written consent of the State.

**1.18. Fiscal Necessity and Non-Appropriation.** The State is a government entity and it is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations. The Legislature is under no legal obligation to make appropriations to fulfill this Contract. This Contract shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time.

The State reserves the right to terminate this Contract in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if the State discontinues or makes a material alteration of the program under which funds were provided. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable.

All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event of non-appropriation, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom.

**1.19. Notices.** Any notice given in connection with the Contract shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, to the other party at the other party's address provided in the header of this Contract. Either party may change its address by giving notice of the change in accordance with this paragraph.

**1.20. Authority to Conduct Business in Idaho; Service of Process.** Contractor must independently determine whether Contractor is required to register with the Idaho Secretary of State, and, if so, must register and remain in good standing for the term of this Contract. If Contractor is not registered with the Idaho Secretary of State, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested, at its address for notices under this Contract. Service shall be completed upon Contractor's actual receipt of process, or upon the State's receipt of the return thereof by the United States Postal Service, or a reasonable delivery service if Contractor's address is outside the United States, as refused or undeliverable.

**1.21. Required Certifications.**

1.21.1. Boycott of Israel. Pursuant to Idaho Code section 67-2346 (effective July 1, 2021), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or

services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

1.21.2. Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.

1.21.3. Boycott of Various Industries. Pursuant to Idaho Code section 67-2347A (effective July 1, 2024), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of any individual or company because the individual or company: a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho Code.

**1.22. Non-waiver.** The failure of any party, at any time, to enforce a provision of the Contract shall in no way constitute a waiver of that provision, nor in any way affect the validity of the Contract, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

**1.23. Attorney Fees.** Notwithstanding any statute to the contrary, in the event suit is brought by any party to this Contract to enforce the terms of this Contract or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

**1.24. Force Majeure.** Neither Contractor nor the State shall be liable for or deemed to be in default for any delay or failure to perform under the Contract if such delay or failure to perform results from unforeseeable causes including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather. The unforeseeable cause must be beyond the control and without the fault or negligence of the party asserting it. Matters of the Contractor's finances shall not be a force majeure. The excused party is obligated to promptly perform in accordance with the terms of this Contract after the unforeseeable cause ceases. Unless otherwise agreed in writing by the parties, the period for the performance shall be extended for a period equivalent to the period of the force majeure delay.

**1.25. Entire Agreement; Headings**

1.25.1. Complete Statement of Terms. The Contract constitutes the entire agreement between the State and Contractor and shall supersede all previous proposals, oral or written, negotiations, representations commitments, and all other communications between the parties.

- 1.25.2. Conflicting and Supplemental Terms. Unless specifically accepted by the Purchasing Authority in writing, terms in documents outside of this Contract shall be of no force and effect.
- 1.25.3. Headings. All headings in this agreement are for convenience only and shall not affect the meaning of any provision hereof.

**1.26. Governing Law.** The Contract shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of the Contract shall be brought in State district court in Ada County, Boise, Idaho.

**1.27. Severability; Survival**

- 1.27.1. Severability. If any part of this Contract is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.
- 1.27.2. Survival. Any termination, cancellation, or expiration of the Contract notwithstanding, provisions which are intended to survive and continue shall survive and continue.

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

**1.29. Electronic Signature; Counterparts**

- 1.29.1. This Contract may be electronically signed. Any electronic signatures appearing on this Contract are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- 1.29.2. This Contract may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**ARTICLE 2 – TERMS APPLICABLE TO THE PURCHASE OF GOODS**

The following terms apply to the purchase of goods, which generally means the purchase of physical property that is delivered to the State. In the event of uncertainty as to the applicability of these terms, they shall be deemed applicable unless the State has explicitly stated that they do not apply.

**2.1. Property – Goods**

- 2.1.1. Specifications. Contractor shall deliver all Property in accordance with **Appendix C – Specifications**. Contractor's failure to deliver the Property as provided in this Contract is a material breach of this Contract.
- 2.1.2. New and Unused Property. Unless otherwise provided in the Specifications, all Property delivered by Contractor shall be new, unused, not previously installed or demonstrated, and shall be within current production inventory of the manufacturer or actively being marketed by the Contractor.
- 2.1.3. Components. Unless otherwise provided in the Specifications, all Property delivered by Contractor shall:

- 2.1.3.1. Include all components and accessories that the manufacturer identifies or lists as “standard.”
- 2.1.3.2. Include all components, hardware and parts necessary for complete and proper assembly, installation and operation of the Property.

**2.2. Acceptance.** Where an acceptance procedure is not set forth in the specifications the following shall apply. If no procedure is set forth in the specifications, the State may, in its sole discretion, conduct such testing and inspection as the State deems necessary.

- 2.2.1. No Installation of Property. When the Contract does not require installation, Acceptance shall occur fourteen (14) calendar days after delivery, unless the State has notified the Contractor in writing that the Property does not meet the specifications.
- 2.2.2. Installed Property. When the Contract requires installation, acceptance shall occur fourteen (14) calendar days after completion of installation, unless the State has notified the Contractor in writing that the products(s) delivered does not meet the specifications or that the Property is not installed correctly.
- 2.2.3. Revocation of Acceptance. The State may revoke acceptance as provided by Idaho Code section 28-2-608 and as provided in Paragraph 2.3 of this Article 2. Upon revocation, the State shall deliver written notice of revocation to Contractor specifying the defect or nonconformance, whether the Contractor is permitted to cure the defect or nonconformance and the time period for cure, if permitted.
- 2.2.4. Effect of Rejection or Revocation of Acceptance. If the State rejects the Property or revokes acceptance of the Property, Contractor shall refund all payments the State made to the Contractor for the Property and shall, at no cost to the State, remove the Property in the State’s possession as provided in the notice of rejection or revocation. If no date of removal is specified, Contractor shall remove the Property within fourteen (14) calendar days of the notice.

**2.3. Non-compliance, Recall, and Regulatory Compliance.** If all or a portion of the Property is recalled by a regulatory body or the manufacturer, or is known or reasonably suspected by Contractor not to comply with applicable regulatory standards, Contractor shall immediately notify the State and shall provide a copy of any notice received by Contractor concerning the Property. Notwithstanding prior acceptance under the Contract, the State may reject or revoke acceptance of Property recalled by a regulatory body or the manufacturer, or that is known or reasonably should be known by Contractor not to comply with applicable regulatory standards, in whole or in part. If the State rejects or revokes acceptance of the Property, Contractor shall remove the Property as provided in Paragraph 2.2.4 of this Article 2 at no cost to the State and shall reimburse the State for all payments made for such Property.

**2.4. Warranty.** Contractor warrants that the Property shall conform to or exceed the specifications and shall be fit for ordinary use, of good quality, with no material defects. Contractor’s warranty shall include replacement, repair, and any associated labor for the period of time required by the specifications or by the standard manufacturer or Contractor provided warranty, whichever is longer. If Contractor is not the manufacturer of the Property, Contractor shall ensure that the full, unadulterated, and undiminished manufacturer warranty is provided by the manufacturer to the

State at no additional cost to the State. If a conflict or inconsistency exists between the manufacturer's warranty and Contractor's warranty, the warranty that provides the greatest benefit and protection to the State shall prevail.

**2.5. Shipping and Delivery.** All Property delivered under this Contract shall be shipped directly to the Agency that placed the order at the location specified by the State, on an F.O.B. Destination freight prepaid and allowed basis with all transportation, unloading, uncrating, drayage, or other associated delivery and handling charges paid by the Contractor. Unless otherwise specified in the Contract, deliveries shall be made to the Agency's receiving dock or inside delivery point, such as the Agency's reception desk. The Contractor shall deliver all orders and complete installation, if required, within the time specified in the Contract. Time for delivery commences at the time the order is received by the Contractor.

**2.6. Risk of Loss.** Risk of loss and responsibility and liability for loss or damage remains with Contractor until acceptance by the State under the terms of this Contract. Upon acceptance, risk of loss shall pass to the State unless otherwise provided in the Contract and with the exceptions of latent defects, fraud and Contractor's warranty obligations. Loss, injury or destruction prior to acceptance by the State shall not release the Contractor from any obligation under the Contract.

### **ARTICLE 3 – TERMS APPLICABLE TO THE PURCHASE OF SERVICES**

The following terms apply to the purchase of services, which generally means the purchase of work completed by employees of the Contractor, including any tangible deliverables that are created as part of that work (e.g., reports). In the event of uncertainty as to the applicability of these terms, they shall be deemed applicable unless the State has explicitly stated that they do not apply.

**3.1. Property – Services.** Contractor shall perform the Scope of Work detailed in **Appendix C – Specifications** of this Contract.

**3.2. Contract Effectiveness.** The Contract and any amendments shall be effective when signed by Contractor and the Purchasing Authority, or at a later date specified in the Contract or Amendment. Contractor shall not render services to the State until the Contract or amendment has become effective and the State shall not pay for any services rendered prior to the effective date of the Contract or amendment.

**3.3. Conflict of Interest.** Contractor must disclose to the State any actual or potential conflict of interest that exists or arises for itself or any of its subcontractors during the term of the Contract. If the conflict would interfere with Contractor or its subcontractor's performance of contractual obligations, as determined by the State, Contractor shall cure the conflict. Failure to cure such a conflict may result in the State terminating the Contract for Contractor default.

**3.4. Reassignment of Contractor Employees.** The Agency may, after consulting with Contractor, require the Contractor to reassign or otherwise remove from the Contract any Contractor employee or subcontractor found, in good faith, to be unacceptable to the Agency.

**3.5. Acceptance.** The Agency shall accept or reject deliverables and services as set forth in the Scope of Work in **Appendix C** or, if not addressed in the Scope of Work, within a reasonable time.

#### **ARTICLE 4 – TERMS APPLICABLE TO THE PURCHASE OF TECHNOLOGY**

The following terms apply to the purchase of technology, regardless of the delivery method (e.g., on-premise or cloud-hosted), cost structure (e.g., subscription), or other differentiating characteristics. In the event of uncertainty as to the applicability of these terms, they shall be deemed applicable unless the State has explicitly stated that they do not apply.

**4.1. Title to Product.** If Contractor provides an application program interface (API) as part of its Contractual obligations, Contractor shall convey to the State an irrevocable and perpetual license to use the API for the duration of the Contract.

**4.2. Acceptance.** Where an acceptance procedure is not set forth in the specifications the following shall apply. If no procedure is set forth in the specifications, the State may, in its sole discretion, conduct such testing and inspection as the State deems necessary.

- 4.2.1. When the Contract does not require the Contractor to install Software, acceptance shall occur ninety (90) days after delivery of the technology to the State.
- 4.2.2. When the Contractor is required by the Contract to provide installation, acceptance shall occur ninety (90) days after the completion of installation.
- 4.2.3. Acceptance shall not occur (regardless of which party is responsible for installation) if the State notifies Contractor in writing within the applicable ninety (90)-day period that the technology does not satisfy the terms of the Contract or otherwise fails to pass test procedures or programs established under the Contract.

**4.3. Warranty.** Contractor represents and warrants the following:

- 4.3.1. Contractor has the full power and authority to grant the State any license as provided in the Contract and to grant to the State access to the technology and all required functionality for the property being purchased through the Contract
- 4.3.2. The property being furnished under the Contract, in whole or in part, does not infringe upon the enforceable patent, copyright, trade secret, trademark, or other proprietary right. Contractor knows of no action or proceeding which could adversely affect Contractor's ability to perform or complete its obligations under the Contract. Should a third-party claim prevail, inhibiting the State's use of the Property, the Contractor shall, at its own expense, secure all required resources necessary to ensure uninterrupted use of the property up to and including replacement of the Property.
- 4.3.3. If Contractor produces any modifications to the Software components of the Property that create errors in data, the loss of data, the inability to access data, or results in delays or stoppages in the performance of work by Contractor or the State, Contractor shall immediately address and correct such errors, which shall be at no additional cost to the State.
- 4.3.4. Following acceptance and for the entire term of the Contract, including any renewal and extension terms, the property shall perform in accordance with the Contract and shall

perform to all specific claims and specifications provided in the Contract. Additionally, Contractor shall perform materially as described in the Contract.

- 4.3.5. The Property provided by the Contractor is compatible with and will operate successfully with any environment, including software, infrastructure, web browser, and operating systems specified in the Contract. Incompatibility will include but not be limited to, the creation of errors in data, the loss of data, the inability to access data, and delays and stoppages in performance of work by Contractor or the State arising from the Property. In addition, the Property provided by Contractor under the Contract is free of malware or any other software inclusions such as backdoors, datamining capabilities, spyware, command and control, monitoring, or any other functionality or capability that may adversely impact the State's ability to use the Property, and Contractor will use for the term of the Contract current industry standard security measures to prevent from entry, detect within, and remove from the Property any such malicious software.
- 4.3.6. The Property is fit for a particular purpose as detailed in the Contract.
- 4.3.7. Contractor shall provide required licenses, maintenance, and updates in a timely manner for the duration of the Contract. Contractor shall not interfere with the State's access to and use of the Property it acquires under the Contract.
- 4.3.8. Upon receipt of notification from the State, Contractor shall immediately repair or replace any aspect of the Property failing to comply with the specification and acceptance criteria set forth in the Contract. If Contractor fails to repair or replace any such aspect of the Property within the time frame to do so set forth in the Contract, or within the time frame otherwise agreed upon by the parties, the State may, in its sole discretion and upon providing written notice to Contractor, act to repair or replace the Property, in whole or in part, and Contractor shall reimburse the State for all costs incurred by the State to repair or replace the Property.

**4.4. Data Access Controls.** Contractor shall provide access to State Data only to those Contractor employees and subcontractors who need to access the State Data to fulfill Contractor's obligations under the Contract. Contractor shall not allow access to the State's user accounts or State Data except during the course of required operations, in response to service or technical issues, as required by the Contract, or at the State's written request. Contractor must not share State Data with its affiliates or any third party without the State's express written consent. Contractor must ensure that, prior to being granted access to State Data, Contractor's employees and subcontractors who perform work under the Contract have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all State Data protection provisions of the Contract, and that Contractor's employees and subcontractors possess qualifications appropriate to the nature of the employees' duties and the sensitivity of the State Data they will be handling.

**4.5. Data Ownership.** The State owns and retains full right and title, and unrestricted access to State Data. Additionally, the State retains the right to backup State Data at its own data center or secondary location. Contractor shall not collect, access, or use State Data except 1) in the course of data center operations pursuant to services provided under this Contract, if applicable; 2) in response to service or technical issues; 3) as required or expressly allowed by the terms of the Contract; or 4) at the State's written request. Except as expressly allowed by the terms of the

Contract, no information regarding the State's use of Contractor's services or software may be disclosed, provided, rented, or sold to any third party for any reason unless required by law or regulation or by order of a court of competent jurisdiction. These obligations shall survive beyond the term of the Contract in perpetuity.

**4.6. Data Privacy.** Contractor must comply with all applicable laws related to data privacy and security, specific to the type(s) of Data and as otherwise specified in the Contract, which may include but is not limited to IRS Pub 1075, HIPAA, PCI, and FERPA.

**4.7. Data Protection.** If the Contractor will house State Data, protection of personal privacy and State Data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State Data at any time. To this end, Contractor shall safeguard the confidentiality, integrity, and availability of State Data and comply with the following conditions:

- 4.7.1. All Non-Public State Data shall be encrypted at rest and in transit with controlled access. Unless otherwise provided in the Contract, the Contractor is responsible for encryption of the Non-Public State Data. All encryption shall be consistent with validated cryptography standards such as the current standards in FIPS 140-2, Security Requirements for Cryptographic Modules, or the then-current NIST recommendation.
- 4.7.2. The State shall identify State Data it deems as Non-Public State Data to Contractor. The level of protection and encryption for all Non-Public State Data shall be identified in the Contract.
- 4.7.3. At no time shall any State Data or processes, that either belong to or are intended for the use of the State or its officers, agents, or employees, be copied, disclosed, or retained by Contractor or any party related to Contractor for subsequent use in any transaction that does not include the State.
- 4.7.4. Contractor shall not use any information collected in connection with the service provided under the Contract for any purpose other than fulfilling the service.
- 4.7.5. Data Location: Contractor shall provide its service to the State and its end users solely from data centers within the United States. Contractor shall not allow its personnel or subcontractors to store State Data on portable devices, except for devices that are used and kept only at its U.S. data centers. Each data center used by Contractor to support the Contract must be within a physical security perimeter to prevent unauthorized access, and physical entry controls must be in place so that only authorized personnel have access to State Data and State-written applications.
- 4.7.6. Contractor shall permit its staff to access State Data remotely only as required to provide technical support.

**4.8. Security Incident and Data Breach Responsibilities.** In the event of a Security Incident or Data Breach:

- 4.8.1. Contractor shall notify the State-designated contact(s) by telephone within twenty-four (24) hours, unless shorter time is required by applicable law, if Contractor has confirmed that there is, or Contractor reasonably believes that there has been, a Security Incident or Data Breach. Contractor shall 1) immediately quarantine all State Data from external access; 2) cooperate with the State to investigate and resolve the Security Incident or

Data Breach; 3) promptly implement remedial measures, if necessary; 4) for Data Breach, identify to the State, if the following is known by Contractor, the persons affected, their identities, and the State Data disclosed; and 5) document responsive actions taken related to the Security Incident or Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the service, if necessary.

4.8.2. Unless otherwise stipulated in the Contract, if a Data Breach is a direct result of Contractor's breach of its contractual obligation to encrypt Non-Public State Data or otherwise prevent its release as reasonably determined by the State, Contractor shall bear the costs associated with 1) the investigation and resolution of the Data Breach; 2) notifications to individuals, regulators, and others required by federal and state laws or as otherwise agreed to by the State and Contractor; 3) a credit monitoring service required by state or federal law or as otherwise agreed to by the State and Contractor; 4) a website or a toll-free number and call center for affected individuals required by federal and state laws, all not to exceed the average per record per person cost calculated for Data Breaches in the United States (as of January 2019, \$217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and 5) complete all corrective actions as reasonably determined by Contractor based on root cause.

4.8.3. Incident Response: Contractor may need to communicate with outside parties regarding a Security Incident or Data Breach, which may include contacting law enforcement, fielding media inquiries, and seeking external expertise as mutually agreed upon between the State and Contractor in writing, defined by law, or contained in the Contract. Discussing Security Incidents with the State must be handled on an urgent as needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon between the State and Contractor in writing, defined by law or as delineated in the Contract.

**4.9. Notification of Legal Requests.** Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonials related to State Data under the Contract, or which in any way might reasonably require access to State Data. Contractor shall not respond to subpoenas, service of process, or other legal requests related to the State without first notifying and obtaining approval of the State, unless prohibited by law from providing such notice.

#### **4.10. Background Checks and Security Awareness**

4.10.1. Upon the request of the State, Contractor shall obtain criminal background checks for its employees and subcontractors that Contractor intends to utilize in the provision of services under the Contract and must provide the results of the criminal background checks to the State. If any Contractor employees or subcontractors are not acceptable to the State, in its sole opinion based upon the results of a criminal background check, the State shall have the right to request that such Contractor employee or subcontractor not provide services under the Contract. Contractor must comply with such requests and provide replacement employees or subcontractors in such cases.

- 4.10.2. Contractor shall promote and maintain an awareness of the importance of securing the State's information among Contractor employees and agents.

#### **4.11. Transition, Transfer Assistance, Termination or Suspension**

- 4.11.1. The State shall have the ability to import or export all or portions of State Data and State-written applications at its discretion without interference from Contractor at any time during the term of the Contract. This includes the ability for the State to import or export State Data and State-written applications to and from other entities.
- 4.11.2. Contractor shall reasonably cooperate without limitation with any State authorized entity for the transfer of State Data to the State upon termination or expiration of the Contract. The Contractor must transfer or allow the State to extract, at the State's option, State Data and State-written applications at no additional cost to and in a format designated by, the State, and the State Data must be unencrypted.
- 4.11.3. The return of State Data and State-written applications shall occur no later than sixty (60) calendar days after termination or expiration of the Contract; or within another timeframe as agreed to in writing by the parties. Contractor shall facilitate the State's extraction of State Data and State-written applications by providing the State with all necessary access and tools for extraction, at no additional cost to the State.
- 4.11.4. During any period of suspension of service, Contractor shall continue to fulfill its obligations to maintain State Data and State-written applications.
- 4.11.5. In the event of termination or expiration of the Contract, Contractor shall not take any action to intentionally erase State Data or State-written applications for a period of sixty (60) calendar days after the effective date of termination or expiration. After such period, Contractor shall have no obligation to maintain or provide any State Data or to maintain any State-written applications unless otherwise specified in the Contract and shall thereafter, unless legally prohibited, delete all State Data and State-written applications (in all forms) within its systems or otherwise in its possession or under its control, unless otherwise instructed by the State. State Data and State-written applications shall be permanently deleted and shall not be recoverable in accordance with NIST-approved methods. Contractor shall provide certificates of destruction to the State no later than ninety (90) calendar days after termination or expiration of the Contract.
- 4.11.6. Contractor must maintain the confidentiality and security of State Data and State-written applications during any transition or transfer thereafter for as long as Contractor possesses State Data and State-written applications.

**4.12. Access to Security Logs and Reports.** Contractor shall provide reports to the State; or alternatively, provide the State with access to report data and reporting tools. Unless specified otherwise in the Contract, reports shall include latency statistics, system performance statistics, user access logs, user access IP address, user access history, security logs, and events logs for all State Data.

#### **ARTICLE 5 - TERMS APPLICABLE TO STATEWIDE CONTRACTS**

The following terms apply to contracts that are specifically identified as statewide contracts, either in the solicitation or otherwise in the contract document, and to participating addendums issued

against a cooperative contract master agreement, unless such participating addendum explicitly states that it is for a single agency/is not a statewide contract.

## 5.1. Reporting

- 5.1.1. Summary Usage Report. Contractor shall provide a summary usage report on a quarterly basis, according to the deadlines below, indicating its total net sales for the previous quarter and the corresponding Administrative Fee. Contractor shall email reports to [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov).

Reporting Period (Fiscal Year Quarters)	Fee and Report Due Date
1st Quarter (July 1 – September 30)	November 30th
2nd Quarter (October 1 – December 31)	February 28th
3rd Quarter (January 1 – March 31)	May 31st
4th Quarter (April 1 – June 30)	August 30th

- 5.1.2. Detailed Usage Report. Contractor shall provide a detailed usage report on a quarterly basis, according to the same deadlines and to the same email address identified above in Paragraph 5.1.1. The detailed usage report must include, at a minimum, the purchasing entity (e.g., agency name, school district, etc.), property description, category if applicable, quantity, unit price, and extended price.
- 5.1.3. Additional Reporting. Contractor shall provide any additional reporting as specifically identified in the Contractor or associated master agreement.

## 5.2. Administrative Fee

- 5.2.1. Application of Administrative Fee. This statewide Contract shall be subject to an Administrative Fee of one and one-quarter percent (1.25%), based on net sales under the Contract, as follows:
- 5.2.1.1. For Contracts that are not issued pursuant to a cooperative contracting master agreement, the prices to be paid by the State (the price offered by Contractor or otherwise agreed to by the State) shall be inclusive of a one and one-quarter percent (1.25%) Administrative Fee.
- 5.2.1.1.1. Contractor's failure to consider the Administrative Fee when preparing its Solicitation response shall not constitute or be deemed a waiver by the State of any Administrative Fees owed by Contractor to the State as a result of an award.
- 5.2.1.1.2. Contractor may add the cost of the State of Idaho Administrative fee to invoices if the Contract is a participating addendum pursuant to a cooperative contracting master agreement.
- 5.2.1.2. On a quarterly basis, Contractor shall remit to State of Idaho, Division of Purchasing, an amount equal to one and one-quarter percent (1.25%) of Contractor's net quarterly Contract sales (sales minus credits).
- 5.2.1.3. *For Example: If the total of Contractor's net sales to the Agency for one quarter is ten thousand dollars (\$10,000), Contractor must remit \$10,000 x 0.0125, equal to one hundred twenty-five dollars (\$125) to the Division of Purchasing for that quarter, along with the required quarterly usage report detailed in Paragraph 5.1.*
- 5.2.2. Payment of Administrative Fee. Contractor shall remit the Administrative Fee to the State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 on the due

date identified above in Paragraph 5.1 for reporting.

- 5.2.3. Refund of Administrative Fee. If the Contract is terminated by the State through no fault of the Contractor, or if item(s) are returned by the State through no fault, act, or omission of the Contractor after the sale of any such item(s) to the State, the State will refund the Contractor any Administrative Fees remitted. Administrative Fees will not be refunded or returned when an item is rejected or returned, or declined, or the Contract terminated by the State due to the Contractor's failure to perform or comply with specifications or requirements of the Contract. If, for any other reason, the Contractor is obligated to refund to the State all or a portion of the State's payment to the Contractor, or the State withholds payment because of the assessment of liquidated damages, the Administrative Fee will not be refunded in whole or in part.
- 5.2.4. Failure to Remit Administrative Fees. If Contractor fails to remit the Administrative Fee, as provided above, the State, at its discretion, may declare the Contractor in default; terminate the Contract; assess and recover re-procurement costs from the Contractor (in addition to all outstanding Administrative Fees); seek State or federal audits, monitoring or inspections; and/or exclude Contractor from participating in future solicitations. If, for any other reason, the Contractor is obligated to refund to the State all or a portion of the State's payment to the Contractor, or the State withholds payment because of the assessment of liquidated damages, the Administrative Fee will not be refunded in whole or in part.

## **Insurance Requirements**

Within 5 days of notification of award (or such other time as designated by the Purchasing Activity), the apparent successful Bidder or Offeror will provide certificates of insurance required herein and will maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the 5 business day period may be cause for your Bid or Proposal to be declared non-responsive or for your Contract to be cancelled.

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

Contractor shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the Contract is terminated.

1. Commercial General and Umbrella Liability Insurance. Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Contract.
2. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
3. Commercial Automobile and Commercial Umbrella Liability Insurance. Contractor shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
4. Bidder or Offeror may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its Bid or Proposal if the Bidder or Offeror will not use any owned, hired or non-owned vehicles to conduct business under the Contract, if it is awarded the Contract, and the State of Idaho will consider the request. If the Bidder or Offeror submits a request to waive the provision of Commercial Automobile and Commercial Umbrella Liability Insurance after the due date and time for receipt of Bids or Proposals, the State of Idaho may not consider the request.
5. Workers Compensation Insurance and Employer's Liability. Contractor shall maintain workers compensation and employer's liability. The employer's liability shall have limits not less than \$500,000 each accident for bodily insurance by accident or \$500,000 each employee for bodily injury by disease.
6. Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the Contractor has in effect a current Idaho workers compensation insurance policy, or an

extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

7. State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the (agency) and its divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under the Contract.
8. The Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the State of Idaho, the (agency) and its divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.
9. If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.
10. Notice of Cancellation or Change: Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the Division of Purchasing (if the Contract was issued by the Division) or to the Purchasing Activity (contracting state agency) in accordance with the policy provisions.
11. Contractor shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, and its divisions, officers and employees.
12. Acceptable Insurers and Deductibles: Insurance coverage required under the Contract shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the Contract and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.
13. Waiver of Subrogation: All policies shall contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the State.



**STATE OF IDAHO  
IDAHO TRANSPORTATION DEPARTMENT**

**Invitation to Bid (ITB) # 1150  
Crack Sealing Machines  
\*UPDATED\***

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ITB Administrative Information

ITB Title:	Crack Sealing Machines
ITB Project Description:	The State of Idaho Transportation Department (“ITD”) is requesting Bids from qualified Vendors for the purchase and delivery of Crack Sealing Machines
ITB Lead:	Kevin Chambers, Contract Officer Idaho Transportation Department 3311 W State Street, Boise ID, 83702 <a href="mailto:Kevin.chambers@ITD.idaho.gov">Kevin.chambers@ITD.idaho.gov</a> 208-334-8768
Public Bid Opening:	A public bid opening will be held at 10:30 am MT on the next business day following the closing date to announce the Offerors who have submitted proposals. Offeror’s proposals will not be opened. The bid opening will be conducted virtually, with the access link provided below.  Teams Link: <a href="#">Teams Link</a> Phone: <a href="tel:+12084737075">+1 208-473-7075</a> , United States, Boise Phone Conference ID: 588 796 253#
Submit electronically via IPRO Powered by LUMA (IPRO):	Electronic Submission <a href="#">IPRO Powered by LUMA</a> (hereafter referred to as “IPRO”)
Deadline To Receive Questions:	See IPRO Header Document
ITB Closing Date:	See IPRO Header Document
ITB Opening Date:	10:30 a.m. Mountain Time the following business day after closing
Delivery Date:	Delivery is expected within 30 days ARO (after receipt of order).
Term	The initial term of the contract will be two (2) years. Upon mutual, written agreement, the Contract may be extended for one (1) additional period of a two (2) year increment, with an anticipated total Contract term of four (4) years.

**THE ADMINISTRATIVE FEE DETAILED IN SECTION 5.2 OF THE STATE’S STANDARD CONTRACT TERMS AND CONDITIONS WILL NOT APPLY TO THE CONTRACT(S) THAT RESULT FROM THIS SOLICITATION.**

### 1. PURPOSE

The State of Idaho Transportation Department (“ITD”) is requesting Bids from qualified Vendors for the purchase and delivery of crack sealing machines (Sealers) in accordance with the specifications provided below.

### 2. GENERAL INFORMATION, SOLICITATION INSTRUCTIONS AND STANDARD TERMS AND CONDITIONS

This Solicitation is issued by Idaho Transportation Department (“ITD”) via IPRO Powered by Luma ([IPRO](#)). The ITB Lead is the only contact for this Solicitation. All correspondence regarding this ITB shall be in writing. In the event that it becomes necessary to revise any part of this ITB, amendments will be posted at IPRO. It is the responsibility of the Bidder to monitor IPRO for any updates or amendments. Any oral interpretations or clarifications of this ITB shall not be relied upon. All changes to this ITB must be in writing and posted at IPRO to be valid. Alternate Bids are not allowed.

### 3. INQUIRIES

Questions or other correspondence must be submitted in writing to the ITB Lead listed below. **QUESTIONS MUST BE RECEIVED BY 11:59:59 P.M. Mountain Time ON THE DATE LISTED IN THE ITB ADMINISTRATIVE INFORMATION.** Written questions must be submitted using **Attachment 1**, Bidder Questions. Official answers to all written questions will be posted on IPRO as an amendment to this ITB.

ITB Lead: Kevin Chambers, Contract Officer  
Phone: 208-334-8768  
E-mail: [Kevin.Chambers@ITD.idaho.gov](mailto:Kevin.Chambers@ITD.idaho.gov)

Any questions regarding the State of Idaho Standard Contract Terms and Conditions found at ([Contract Terms and Conditions](#)) must also be submitted in writing, using **Attachment 1**, Bidder Questions, by the deadline identified in the ITB Administrative Information. ***The State will not consider proposed modifications to these requirements after the date and time set for receiving questions.*** Questions regarding these requirements must contain the following:

1. The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency).
2. Recommended verbiage for the State’s consideration that is consistent in content, context, and form with the State’s requirement that is being questioned.
3. Explanation of how the State’s acceptance of the recommended verbiage is fair and equitable to both the State and to the party submitting the question.

**Bids which condition the Bid based upon the State accepting other terms and conditions not found in the ITB, or which take exception to the State’s terms and conditions, will be found non-responsive, and no further consideration of the Bid will be given.**

### 4. BACKGROUND

The Idaho Transportation Department (ITD) maintains and operates approximately 12,300 lane miles of state highways, including roads, on- and off-ramps, and other connected infrastructure. Highways get cracks when water seeps into the road surface, weakening the underlying soil, and then freezes and expands during cold weather. Traffic then repeatedly drives over these weakened spots, breaking up and displacing the pavement. This cycle continues, with water and repeated vehicle weight causing the cracks to grow deeper and wider. The purpose of a crack sealer is to fill and seal cracks in road surfaces to improve safety, prevent further road damage, and extend the lifespan of the pavement. Sealers provide a quick, temporary fix to road hazards, preventing vehicle damage, pedestrian accidents, and the expansion of cracks into larger problems.

**5. SPECIFICATIONS**

See **Attachment 2** Specifications.

**6. QUANTITY**

6.1 While the quantities for the Sealers provided in this solicitation are annual estimates, and will be used for evaluation and award purposes, no minimum or maximum order quantities are guaranteed. If ITD needs to exceed the estimated quantities in this ITB, ITD may place additional order(s), exceeding the annual estimated amount; however, additional orders during anyone (1) year term may not exceed two (2) each for the Sealers.

**7. COST**

Provide your fully burdened Total Cost on the Bid Schedule (**Attachment 3**).

**8. BILLING PROCEDURE – INVOICE AND PAYMENT**

Invoices must be submitted as further detailed below. Invoices submitted prior to Acceptance, or without the required information listed below will be returned to the Contractor for correction and resubmission. Resubmitted invoices must be sent with a new invoice date, which will restart the timeline required for payment.

Invoices must be submitted as follows:

One (1) invoice per unit after acceptance by ITD.

Invoices must include the following information:

Contractor Company & Contact Information;

Contract Name & Number;

Order Number;

Invoice Number & Date and;

Itemization of the Property provided and accepted to include, description matching the contract, quantity, unit of measure, unit price, extended price, and total invoice amount.

Invoices must be emailed to:

[HQAP@itd.idaho.gov](mailto:HQAP@itd.idaho.gov)

[HQFLEET@itd.idaho.gov](mailto:HQFLEET@itd.idaho.gov)

ITD’s Contract Management Team (CMT). ITD’s CMT will review each invoice and dispute with the Contractor, if needed, prior to forwarding to ITD’s accounts payable to process the payment.

**Payment**

Payment will be made in accordance with Idaho Code 67-2302 <https://legislature.idaho.gov/statutes> after receipt of the Contractor's itemized invoice and is accepted by ITD. Total payments under this Contract shall not exceed the Total Price provided on **Attachment 3** Bid Schedule – Bid Schedule unless otherwise modified in an amendment to this Price Agreement.

**9. SUBMISSION REQUIREMENTS**

9.1 Required Bid Submission Items

Your Bid Submission must consist of the following:

9.1.1 Bid Schedule

Provide your cost information on **Attachment 3**, Bid Schedule, attached. Do not submit your Bid on any other form. Submitting your Bid on a form different than the Bid Schedule may cause your Bid to be rejected as non-responsive.

9.1.2 **Attachment 4** – Product Information Sheet Product.

9.1.3 State of Idaho Signature Page

The State of Idaho Signature Page must be completed and submitted as part of your Bid. The State of Idaho Signature Page is attached in IPRO.

9.1.4 Supporting documentation if offering equal as indicated in **Attachment 2** – Specifications.

9.2 Bid Submission Methods

Bids must be submitted electronically via IPRO. Do not fax or e-mail your Bid. Your Bid must be received at the Division of Purchasing by the date and time specified on the IPRO header document. The official time, for bid closing purposes, is the Division of Purchasing’s time clock.

9.2.1 Electronic Submission via IPRO

**Submitting electronically via IPRO, upload all of the Required Bid Submission Items (See Section 8.1) and enter your cost in IPRO for each line item; as the “Total Cost” on the Bid Schedule OR \$0.01 as your cost in IPRO.**

Upload all Required Bid Submission Items using Microsoft products such as Word and Excel. Do not submit items in .pdf format, unless provided otherwise in this ITB.

Submitting via IPRO, be advised that the Bidder for Bid evaluation and award purposes is the entity profile under which you submit in IPRO, which must be the same legal entity presented in your uploaded response materials. If the entity identified on the state supplied Signature Page differs from the entity under which you submit your Bid in IPRO, the information provided on the Signature Page prevails.

It is mandatory to submit your Bid electronically via IPRO, all Bidders participating in a Solicitation issued through IPRO must establish an account in the IPRO system as it is necessary in order to process and/or award the resulting Contract(s). It is free to establish an account and only takes a few minutes.

Bidders are further advised to upload response materials with descriptive file names, organized and consolidated in a manner which allows the State to efficiently navigate the Bidder’s response; as the State will print uploaded documents for evaluation in the manner received via IPRO.

9.3 Trade Secrets

If your Bid contains trade secret information which you have identified, you must also submit a redacted copy of the Bid (in electronic format, with the word “redacted” in the file name) with all trade secret information removed or blacked out; as well as a separate document containing a complete list (per the instructions in the three (3) paragraphs directly below) of all trade secret information which was removed or blacked out in the redacted copy.

Paragraph 28 of the Solicitation Instructions to Vendors describes trade secrets to *“include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.”* In addition to marking each page of the document with a trade secret notation (as applicable; and as provided in Paragraph 28 of the Solicitation Instructions to Vendors), Bidders must also:

Identify with particularity the precise text, illustration, or other information contained within each page marked “trade secret” (it is not sufficient to simply mark the entire page). The specific information you deem “trade secret” within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a “trade secret.”

Provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your Bid; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the State's procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure.

## 10. AWARD

- 10.1 Award may be made by the line items, groups of the line items, or total line items, whichever is determined to be in the best interest of the state, to the responsive, responsible Bidder providing the lowest total price, as provided on the **Attachment 3** – Bid Schedule.
- 10.2 The State reserves the right not to evaluate or make an award in the best interest of the State. The State also reserves the right to make multiple awards per manufacturer, per area, in accordance with Section 67-9211 of Idaho Code in the best interest of the State.
- 10.3 ITD reserves the right to award in the best interest of the State.

## 11. ACCEPTANCE

Upon receipt, the Sealers shall be inspected by the ITD Maintenance Services Manager or designee to ensure the minimum specifications are met. Acceptance shall occur fourteen (14) calendar days after delivery, unless ITD has notified the Contractor in writing that the product delivered does not meet the minimum specifications. If ITD determines that the Sealers are not in accordance with the specifications, ITD shall provide the Contractor with a written notification. The Contractor must pick-up, correct any discrepancies, and re-deliver to the ITD specified location at the Contractor's expense. The timeframe for completion of corrective action must not exceed thirty (30) calendar days from receipt of written notification from ITD.

## 12. TRAINING

- 12.1 The Contractor must provide an authorized technician, within fourteen (14) calendar days upon acceptance, to provide training for operations, maintenance, safety, etc. of the Sealers each time a Sealer is ordered. Training must include but not be limited to Set-up, initial start-up, operation of the Sealer, and maintenance and servicing.
- 12.2 Training must take place Monday thru Thursday, 8:00 am to 5:00 pm local time, excluding state of Idaho recognized holidays (<https://www.idaho.gov/government/holidays.html>).
- 12.3 The technician must be versed in all aspects of the Sealers and able to make any necessary field adjustments to the Sealers during the training period. Training must be no less than eight (8) hours at the delivery location.
- 12.4 The Contractor must coordinate training with ITD's contact for delivery.

## 13. WARRANTY

- 13.1 Manufacturer Standard Warranty for two years;
- 13.2 If the Sealer continuously malfunctions and causes it to be out of service on multiple occasions, the Agency reserves the right to require the Contractor to pick up, repair, and return the Sealers at no additional cost to the Agency. In the event of a major repair(s) the timeframe must be mutually agreed upon by the Contractor and ITD.
- 13.3 If any warranty work is to be performed, the Contractor may elect to have a dealer of its choice perform the work in accordance with the manufacturer's standards.
- 13.4 Bidders must submit warranty documentation and an acceptance letter agreeing to warranty provisions of the Sealers (See IPRO powered by Luma).

**14. ORDERS**

- 14.1 Orders will be placed on an as needed basis by ITD via an ITD purchase order (Order). The Contractor must confirm receipt of each Order and provide an estimated delivery date within forty-eight (48) hours after receiving the Order from ITD.
- 14.2 Each Order will indicate the quantity and Delivery Location for the Sealer(s).

**15. CHANGES/AMENDMENTS**

- 15.1 Either party may, at any time by a written request, request changes to the Contract. The party requesting the change must complete the Change Request Form (see Exhibit A, below), providing all details for the change. The party receiving the Change Request Form must confirm receipt and provide feedback regarding any desired changes to the request.
- 15.2 If the Change Request consists solely of plan, timeline, schedule, or key personnel changes; or which otherwise acts to clarify the roles and responsibilities or modify the activities within the scope of the Contract, without an impact on cost, the ITD CMT is authorized to negotiate and execute the Change Request Form with the Contractor.
- 15.3 If the Change Request directly or indirectly increases the monetary obligations of the State, expands the scope of the Contract, changes contract requirements or terms and conditions or extends the Contract term, a formal Amendment will be issued by the State. The ITD CMT will submit the drafted Change Request Form to the State’s CAT for review. Any Amendment must be in writing and mutually agreed upon by both parties. No amendment will be effective until executed by the Department of Administration. An Amendment not executed in compliance with the section may be void pursuant to Idaho Code, Section 67-9213, and may cause the entire Contract to be void.

**16. DELIVERY**

- 16.1 The Contractor must deliver and unload the Sealers within one hundred twenty (120) calendar days after receipt of each Order.
- 16.2 Deliveries must be made Monday through Thursday, 8:00 am to 3:00 pm local time (per Delivery Location), excluding state of Idaho recognized holidays (<https://www.idaho.gov/government/holidays.html>), unless otherwise approved by ITD.
- 16.3 Delivery Locations (the “Ship To” will be indicated on each Order):

ITD District 1 Yard, 600 W. Prairie Ave, Coeur d’Alene, ID 83814	ITD District 2 Yard, 2600 Frontage Rd, Lewiston, ID 83501	ITD District 3 Yard, 8150 Chinden Blvd, Boise, ID 83714
ITD District 4 Yard, 216 Date St., Shoshone, ID 83352	ITD District 5 Yard, 5151 South 5th, Pocatello, ID 83204	ITD District 6 Yard, 206 N. Yellowstone, Rigby, ID 83442

**17. ASSEMBLY**

The Sealers must be assembled and adjusted when delivered to the ITD location specified. All equipment, including standard and supplemental equipment, must be installed as per the manufacturer’s specifications, and serviced and ready for continuous operation at the time of delivery, unless otherwise stated in this ITB.

**18. MANUALS**

Contractor must provide two (2) each of the following in PDF and paper manual format for the Sealer, operator’s manual, parts manual, and shop manual. Manuals must be bound or installed in a binder and provided to the

delivery location at the time of delivery. Boxed, shrink wrapped, or otherwise unbound loose papers SHALL NOT be acceptable.

**19. AUTHORIZED DISTRIBUTOR**

Submitting vendors must be an authorized distributor or manufacturer of the SGS offered. An authorized distributor shall be defined as a company or organization that has a written agreement with the manufacturer to sell or service its products. Bids from Contractors who are not an authorized distributor by the manufacturer shall not be considered.

**20. PRODUCT SUBSTITUTION**

In the event a specified manufacturer's commodity listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Force Majeure Clause), a commodity deemed in writing by the Contractor to be equal to or better than the specified commodity may be substituted by the Contractor at no additional cost or expense to ITD. Unless otherwise specified, any substitution of commodity prior to ITD written approval may be cause for termination of Contract.

**21. RECORDS MAINTENANCE**

Contractor shall maintain or supervise the maintenance of all records necessary to properly account for all payments made to the Contractor pursuant to the Contract. These records shall be retained by the Contractor for at least three (3) years after the Contract terminates, or until all audits initiated within the three (3) years have been completed, whichever is later.

**22. AUDIT RIGHTS**

The Contractor agrees to allow State and Federal auditors and State purchasing staff access to all the records relating to this Contract, for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

**23. PRICE ADJUSTMENT CLAUSE**

- 23.1 Price adjustment may be considered after the twelve (12) months of the initial term of the Contract, and twelve (12) months thereafter on each anniversary date of the Contract award. If a price increase is requested, it will be the responsibility of the Contractor to notify DOP and ITD sixty (60) calendar days in advance of the desired effective date and provide supporting documentation showing industry wide increases justifying the request. DOP will notify Contractor whether the request is approved within thirty (30) calendar days of receipt of the request.
- 23.2 Contractor(s) may propose a price increase, with each new model year offered. It is the responsibility of the Contractor(s) to notify ITD, in writing, of any price increases from the manufacturer. Price increases will be a "pass-through," and must not produce a higher profit margin for the Contractor(s) than the established original contract pricing. Price increases will not be effective until the State is in receipt of written notice of the manufacturer's increase; accompanied by supporting documentation from the manufacturer, as may be requested by the State.
- 23.3 If price decreases become effective for the Contractor, ITD will be given immediate benefit of the price decrease on the date the price decrease became available to the Contractor.
- 23.4 At any time during the Contract, ITD may request supporting documentation from the Contractor for price verification of the Sealers. The requested documentation must be provided directly from the manufacturer. This requirement will help ensure that the ITD is receiving the most current pricing offered.
- 23.5 Contractor(s) will have fourteen (14) business days to provide current price information, for verification by ITD, prior to any price increase. If the Contractor cannot meet this deadline, the current contract prices will govern and remain in effect until pricing can be verified.

23.6 Contract pricing with be adjusted via an amendment to the Contract.

#### **24. TERMINATION AND CURE**

See Idaho Contract Terms and Conditions located on the Terms tab in ITB 1150 IPRO powered by LUMA.

#### **25. CONTRACT CLOSEOUT**

ITD's CMT will initiate its contract closeout procedures when the following occur: 1) upon completion of the total Contract term, 2) either party requests to cancel the Contract within the required timeline, or 3) termination of the Contract for any reason. The closeout procedure will consist of ITD completing a closeout checklist to ensure all obligations have been fulfilled, all disputes are resolved, and all payments have been complete.

ITD's CMT will provide an initial closeout letter to the Contractor with at least a thirty (30) calendar day advance notification. This notification will serve as a reminder that the contract is reaching its completion, giving an opportunity for the Contractor to return complete any outstanding Orders.

All Orders sent to the Contractor prior to the end of the Contract term (including Termination for Convenience), must be delivered, even if services are performed beyond the Contract term. Any Orders placed prior to the expiration will still be subject to the same terms and conditions applicable to the Contract at the time of expiration or termination.

Upon completion of the contract term, and after ITD confirms that all obligations have been met, all Orders have been delivered, disputes are resolved, and all payments are complete, ITD's CMT will provide a final closeout letter confirming that the contract is complete and has been closed out. Copies of the letters will be provided to the Contractor and the State's CAT for documentation and record keeping purposes.

#### **26. RESPONSIBILITIES PURSUANT TO IDAPA 38.05.01.081**

The ITB Lead may, in the State's sole discretion, require the apparent lowest responsive Bidder's to provide documentation to demonstrate its responsibility. The ITB Lead may request documentation including, but not limited to credit or financial reports, and references. Failure to provide requested documentation may result in the Bidder's being deemed non-responsible. Nothing herein shall prevent the State from using other means to determine Bidder's responsibility.

#### **27. RECORDS MAINTENANCE**

The Contractor must maintain or supervise the maintenance of all records necessary to properly account for all payments made to the Contractor pursuant to the Contract. These records must be retained by the Contractor for at least three (3) years after the Contract terminates, or until all audits initiated within the three (3) years have been completed, whichever is later.

#### **28. AUDIT RIGHTS**

The Contractor must allow State and Federal auditors and State purchasing staff access to all the records relating to this Contract, for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

#### **29. SUBCONTRACTING**

Unless otherwise allowed by the State in the Contract, the Contractor must not, without written approval from the State, enter into any subcontract relating to the performance of the Contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of payment for subcontracted work by the State must not in any way relieve the Contractor of any responsibility under the Contract. The Contractor must be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Contract by Contractor's subcontractor. Subcontractor(s) must maintain the same types and levels of insurance as that required of the Contractor under the Contract; unless the Contractor provides proof to the State's satisfaction that

the subcontractor(s) are fully covered under the Contractor's insurance, or, except as otherwise authorized by the State.

If you intend to utilize subcontractors, you must include with your bid a description of the extent to which they will be used to comply with Contract requirements. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the Contract. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Scope of Work requirements. If you do not intend to utilize subcontractor(s), provide a statement to that effect.

### **30. INSURANCE REQUIREMENTS**

See Insurance Requirements on the Attachment Tab.

### **31. DISPUTE RESOLUTION**

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to ITD's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties shall agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

### **32. NON-COMPLIANCE AND REMEDIES**

- 32.1 ITD's service location contact will be responsible for documenting non-compliance, in writing, via email. This notice will include the details of each discrepancy that require corrective action. Invoicing must not occur until non-compliance has been corrected.
- 32.2 Correcting Non-Compliance - After receipt of written notice from ITD, the Contractor must respond, in writing, explaining how and when each discrepancy will be corrected. All discrepancies must be corrected and brought back into compliance with the Contract within fourteen (14) calendar days after receipt of the notice from ITD. If the Contractor does not correct the discrepancies within this timeframe, ITD reserves the right to take further remedial action.
- 32.3 In addition to any remedies available to the State under law or equity, the State may in its sole discretion require one (1) or more of the following remedial actions if any of the service does not conform to the Contract requirements: 1) require the Contractor to take corrective action to ensure that performance conforms to the Contract requirements, 2) require the Contractor to subcontract all or part of the Contract at no additional cost to the State, 3) withhold payment or require payment of actual damages caused by the non-compliance, 4) terminate the Contract, in addition to any remedies imposed by the State.
- 32.4 If ITD must perform or hire a separate contractor to perform any of the Contract's requirements, which is the responsibility of the Contractor under the terms of the Contract, ITD may withhold the actual cost to ITD from the Contractor's payment(s).

**ITB # 1150 SEALERS**  
**ATTACHMENT 1 – BIDDER QUESTIONS**

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY’S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the ITB section number that the question is for in the “ITB Section” field (column 2). If the question is a general question not related to a specific ITB section, enter “General” in column 2. If the question is in regards to a State Term or Condition or a Special Term or Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example “Attachment A”) in the “ITB Section” (column 2), and the attachment page number in the “ITB page” field (column 3).
3. Do not enter text in the “Response” field (column 5). This is for the State’s use only.
4. Once completed, this form is to be e-mailed per the instructions in the ITB. The e-mail subject line is to state the ITB number followed by “Questions.”

ITB # 1150 Crack Sealing Machines

	ITB Section	ITB Page	Question	Response
1				
2				
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**ITB 1150 CRACK SEALING MACHINES  
ATTACHMENT 2 – SPECIFICATIONS**

1. These specifications are the minimum mandatory specifications that your Bid must meet in order for the State to consider your Bid for award. **Restate each specification listed in this section in which your bid deviates, followed by your response demonstrating that your Bid meets or exceeds the required specifications; provide model, part #, or description, as appropriate.**
2. The Sealers must be the latest model of the manufacturer's current standard production, as offered to commercial trade. Though they are not specifically covered herein, all parts necessary to provide complete and functional Sealers, complete with accessories, must be furnished. All parts must conform in design, strength, quality of materials, and workmanship to current engineering practices and accepted standards of the industry. All parts must be the manufacturer's standard unless otherwise specified in this ITB.
3. The specifications and brand names specified in this solicitation are intended to be descriptive, but not restrictive; indicative of the quality and characteristics of items that meet the minimum requirements. Bidders offering an "equal" must include documentation which demonstrates, to the State's satisfaction, that the offered item(s) meets the requirement of the solicitation. Failure to provide "equal" documentation does not exempt the Bidder from providing the exact specification as provided in **Attachment 2 Specifications**. Failure to provide satisfactory documentation may eliminate the Bidder from further consideration, if the State cannot determine to its satisfaction that the offered property is "equal".

**CRAFCO Inc. EZ1000 Series 2 or equal and at a minimum must consist of the following:**

**1 MODEL, ASSEMBLY, INSTALLATION**

- 1.1 Crack Filling Machine must be assembled, installed, and adjusted, per the manufacturer's standards, and be ready for operation upon delivery. The Crack Filling Machine described in these specifications must be trailer mounted quick recovery type. The units must be capable of heating and applying all grades of asphalt rubber sealant and specification joint sealant for joint and crack filling in state maintenance and road repair. The machines must be capable of starting at ambient temperature and bring the sealant material up to application temperature in one hour or less.

**2 WELDING**

- 2.1 All welds must meet the American Welding Society (AWS) D1.1-96 specifications. All Joints and seems must be closed with full seam welding.

**3 PAINT**

- 3.1 Application – Unless otherwise stated in this ITB, each Crack Filling Machine must be cleaned, prime coated, and then painted per the paint manufacturer's process for the application. The prime coat(s) and paint coat(s) must be a minimum dry thickness of four (4) mil. total (two (2) mil prime coat & two (2) mil paint coat). The Crack Filling Machine must be smooth and free of rust, runs, overspray, peeling, weld splatter, and other defects;
- 3.2 Decals – Crack Filling Machine must have safety and caution decals attached and;
- 3.3 Color – Crack Filling Machine must be painted highway construction safety orange in color. Manufacturer's standard orange is acceptable.

**4 ELECTRICAL INSTALLATION**

- 4.1 All installed electrical cabling must be of adequate size to handle the anticipated loads of all electrical components. All cabling must be uninterrupted and complete with no splices;

- 4.2 All electrical cabling must be color-coded;
- 4.3 All cable terminal ends must be crimped, soldered to the cables and sealed with polyolefin heat shrink tubing, or weatherproof connectors. Scotch-Loc fasteners and/or crimp butt connectors are not acceptable for any connection;
- 4.4 All electrical cable connections must be protected with dielectric grease;
- 4.5 All electrical cabling must be enclosed in a protective loom, conduit, or wrapped harness;
- 4.6 All wiring must be firmly secured in place with stainless steel, rubber insulated, bolt-on clamps;
- 4.7 The edges of all holes through which electrical cabling passes must be protected with a grommet;
- 4.8 All electrical cabling to lamps must be stress relieved within six (6) in of the lamp;
- 4.9 All exposed wiring that is soldered must be sealed with polyolefin heat shrink tubing. Crimp-on connections are not acceptable and;
- 4.10 Exposed terminal connections must be coated with Permatex SA-9 battery protector and sealer.

## **5 HYDRAULIC INSTALLATION**

- 5.1 All hoses must be high pressure type with rated maximum working pressure to exceed hydraulic systems safety relief valve pressure setting;
- 5.2 All hoses must be routed in a manner to minimize rub points and bends. All rub points must be wrapped for protection;
- 5.3 All hoses must be routed to protect them from heat sources and enclosed whenever possible to protect them from damage;
- 5.4 Teflon tape must not be used in the hydraulic system;
- 5.5 Hydraulic hoses must not be secured to any factory-installed chassis wiring, cables, hoses, or lines;
- 5.6 Hydraulic hoses must not be secured in the same bundle with any electrical wiring.
- 5.7 Hydraulic hoses must be routed independently, secured with hose blocks, supported, and fastened to withstand snow and ice conditions;
- 5.8 Hydraulic components and fittings must be sealed during assembly to prevent system contamination and;
- 5.9 Hose interior must be cleaned prior to installation.

## **6 FASTENERS**

- 6.1 All threaded fastener components (bolts, washers, nuts) with a diameter designation greater than or equal to SAE 1/2 in, must be grade 8 composition. Nuts must be all metal self-locking, lock washers are not acceptable. Two (2) bolt threads must extend through all nuts when fasteners are applied and properly tightened/torqued. All components must have grade identifier marks and a registered manufacturer's logo. All bolts and nuts must be zinc plated.

## **7 BOILER AND VAT**

- 7.1 Type – Double boiler type, trailer mounted with diesel fired heating system and;
- 7.2 Vat Size – Two hundred sixty-five (265) gal asphalt material tank.

## **8 FRAME AND RUNNING GEAR**

- 8.1 Frame – Five (5) in channel or tubular steel gusseted for safety and strength;
- 8.2 Hitch – Adjustable height pintle eye from fourteen (14) in to thirty-two (32) in height from ground;
- 8.3 Tongue Support – Five thousand (5,000) lb capacity jack mounted on a swing-away on trailer tongue;
- 8.4 Axles – Dual, five thousand two hundred (5,200) lb capacity torsion axle system;
- 8.5 Brakes – Electrical operated on both axles with emergency breakaway switch;
- 8.6 Tires and Wheels – Steel disc type wheels and radial tires with a load rating exceeding axle capacity;

- 8.7 Safety Chains – Three eighths (3/8) in x four (4) ft long bolted to trailer frame and equipped with slip hooks;
- 8.8 Lights – LED, Stop, tail, and turn and must meet State of Idaho DOT requirements and;
- 8.9 Fenders.

## **9 HEATING TANK**

- 9.1 Material Tank – Two hundred sixty-five (265) gal capacity constructed of three sixteenths (3/16) in steel plate on sides, top, and bottom. Tank must have bottom and side heat capability. Fifty-three (53) inches minimum diameter and twenty-eight (28) inches minimum depth;
- 9.2 Transfer Oil Tank – Thirty-six (36) gal Capacity constructed of three sixteenths (3/16) in steel;
- 9.3 Loading Hatch – Two hundred fifty (250) sq in, anti-splash opening located on curbside of machine. Loading height must not exceed fifty-six (56) in from ground level;
- 9.4 Insulation – One and one half (1-1/2) in thick high temperature ceramic insulation on sides, top, and bottom of transfer oil tank and material tank;
- 9.5 Outer Skin – Twenty-two (22)-gauge steel;
- 9.6 Expansion Tank – Sealed expansion tank for the heat transfer oil must be provided to minimize oil oxidation and prevent moisture condensation into the heat transfer oil;
- 9.7 Agitation – Hydraulically driven full sweep vertical agitator with two (2) opposing horizontal paddles with vertical risers attached to the ends. Agitator must be ball bearing mounted to ensure that the hydraulic motor is not subject to side loads and;
- 9.8 Safety – Agitator must automatically stop when loading hatch is opened.

## **10 HEATING SYSTEM**

- 10.1 Type – Forced air diesel fired system;
- 10.2 Burner – Two hundred seventy thousand (270,000) BTU rated, one hundred twenty (120) Volt;
- 10.3 Requirement – Burner must not fire directly to material;
- 10.4 Heat Transfer Area – Seven thousand five hundred (7,500) sq in;
- 10.5 Melt Rate – Unit must be capable of maintaining a melt-rate of two thousand one hundred (2,100) lbs. per hour;
- 10.6 Ignitor – Self-contained electronic spark type and equipped with a sensor to detect a lack of burn or ignition and shuts down the fuel supply;
- 10.7 Temperature Control – Automatic thermostatic type to regulate the transfer oil temperature to regulate the material temperature. The thermostat must regulate material temperature from a low of two hundred (200)° F to a maximum of four hundred twenty-five (425)° F. The controls must be contained in a single weatherproof box and be equipped with a thermometer indicating material temperature and;
- 10.8 Overnight Heater – Equipped with a one hundred twenty (120) volt or two hundred forty (240) volt single-phase heater to maintain temperature of two hundred fifty (250)° F above ambient.

## **11 ENGINE**

- 11.1 Type – Diesel-powered, water-cooled design, Tier 4 compliant;
- 11.2 Horsepower – Twenty-five (25) horsepower (HP) and;
- 11.3 Accessories – Equipped with an electric starter, alternator, full flow oil filter, mechanical governor, low oil pressure cutoff switch, hour meter, and rainproof exhaust.

## **12 HYDRAULIC SYSTEM**

- 12.1 Pump – Closed or open center design;
- 12.2 Valves – Variable flow type for material pump;
- 12.3 Material Pump Controls – Electronically activated from rear of unit and from hand wand;

- 12.4 Requirement – Material pump must be capable of being reversed by the means of standard controls;
- 12.5 Reservoir – Twenty-four (24) gal capacity and equipped with sight gauge, magnetic drain plug, suction strainer, vent and;
- 12.6 Filter – Return style.

### **13 PUMPING SYSTEM**

- 13.1 Type – Flush-free system and designed to that the use of solvent is not required for startup and shutdown;
- 13.2 Material Pump – External mounted. Two (2) inch, twenty (20) gallons per minute, hardened steel gear type, hydraulically driven, infinite speed or flow control forward and reverse;
- 13.3 Control – Switch on hand wand must control material pump;
- 13.4 Flow Control – Flow of material from pump must be hydraulically controlled;
- 13.5 Valves – No valves are required between wand and material pump. A tank isolation valve must be installed for maintenance of pump and;
- 13.6 Pump Protection – Pump inlet must be protected to not allow any material clump larger than ½ in in size to enter the pump inlet.

### **14 HOSE AND APPLICATOR WAND**

- 14.1 Type – Low voltage, electronically heated, temperature regulated. Oil jacketed hose and wand is NOT acceptable;
- 14.2 Hose – Three-quarters (¾) in ID, stainless steel braid, Teflon lined and manufactured specifically for liquid asphalt products with a temperature rating up to five hundred (500)° F at a pressure of five hundred (500) Pounds per Square Inch (psi);
  - 14.2.1 Length – Hose must be eighteen (18) ft in length;
  - 14.2.2 Wand Connection – Connection between wand and hose must utilize a three hundred sixty (360)°swivel;
- 14.3 Insulation – Hose must be heavily insulated to prevent leaks;
- 14.4 Heat – Hose must be wrapped with electrical wires capable of heating hose to four hundred (400)° F in less than forty-five (45) minutes;
- 14.5 Temperature Control – Hose and wand temperature must be regulated within zero (0)° to four hundred (400)° F by a thermostat that is independent of the material thermostat;
- 14.6 Hand Wand – Constructed of steel or aluminum;
- 14.7 Material Flow – Controlled by an electric trigger switch on hand wand;
- 14.8 Safety – Wand must be equipped with an automatic shut-off to stop flow of material when handle is released or dropped and;
- 14.9 Application Head – Two (2) heads to be provided, V-shaped squeegee and swivel sealing disk.

### **15 ACCESSORIES**

- 15.1 Fuel Capacity – Thirty (30) gal diesel fuel tank equipped with sight gauge and shut-off valve;
- 15.2 Vandalism Protection – Engine, battery, and all fluid fills must be equipped with locks and covers as necessary;
- 15.3 Draw-Off Valve – Gate valve for filling pour can;
- 15.4 Fire Extinguisher – Ten (10) lbs. Accessible from either side of unit;
- 15.5 Spare tire with mount;
- 15.6 Electric heated hose and wand;
- 15.7 Engine cover;
- 15.8 One hundred twenty (120) volt electric heating element;
- 15.9 Bucket pour spout;

- 15.10 Electric brakes;
- 15.11 Pintle hitch with safety chains and hooks;
- 15.12 Hose boom and swivel;
- 15.13 Enclosed battery box;
- 15.14 Two (2) Mud flaps, one per side;
- 15.15 Four (4) heavy duty squeegees with aluminum handles;
- 15.16 Three (3) inch applicator disks;
- 15.17 Two (2) joint sealing tips;

**ATTACHMENT 3 – BID SCHEDULE – ATTACHED SEPARATELY**

**ATTACHMENT 4 – PRODUCT INFORMATION**

Bidder Name:	Maxwell Equipment Company, Inc
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Provide your product information in the fields below:

Make and Model:	Marathon KERA270BRE
Tank Size:	270 Gallons
Engine HP:	23 HP
Boiler type:	Yes
Material melt rate:	Meets Spec of 2,100 lbs per hour
Fuel tank capacity:	30 Gal
Diesel burner BTU:	340,000 BTU
Heat transfer oil capacity:	55.5 Gal
Warning Light Kit Part Number:	SWS Warning Systems - Amber Flashing Arrow - 57748-1
Strobe Light Make and Model:	SWS Warning Systems - Amber Strobe 201Z-12V-A, Green Strobe 201Z-12V-G

Do you meet the specifications provided in **Attachment 2 - Specifications**?

YES \_\_\_ \*NO X

\*If your product offered does not meet or if it exceeds any of the specifications, Bidder must provide an explanation of how the product offered is functionally equivalent to the stated specification as well as descriptive literature that supports the product offered.

If awarded the contract, what is your estimated delivery timeline to the locations listed in **Section 14, Delivery**, after Receipt of Order (ARO) form ITD?   120   Calendar days ARO

**THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH YOUR BID RESPONSE**

**EXHIBIT A – CHANGE REQUEST FORM**

Date	Change Number	Requesting Party	Requestor Name
<b>Description of Change:</b>			
<b>Reason for Change:</b>			
<b>Cost and Schedule Impact:</b>			
<b>Requestor Signature and Date</b>		<b>* Approving Party Signature and Date</b>	

*\* If the Change Request directly or indirectly increases the monetary obligations of the State, expands the scope of the Contract, or extends the Contract term, a formal Amendment will be issued by the State. The ITD CMT will submit the drafted Change Request Form to the State’s CAT for review. Only the State’s CAT is authorized to execute an Amendment on behalf of the State. An Amendment not executed in compliance with the section may be void pursuant to Idaho Code, Section 67-9213.*

## **Attachment 2 Bid Deviations and Supporting Documents**

8.4 Axles – Dual, five thousand two hundred (5,200) lb capacity torsion axle system;

- Axles are leaf spring axles for durability, serviceability, and load flexibility.

9.1 Material Tank – Two hundred sixty-five (265) gal capacity constructed of three sixteenths (3/16) in steel plate on sides, top, and bottom. Tank must have bottom and side heat capability. Fifty-three (53) inches

minimum diameter and twenty-eight (28) inches minimum depth;

- Our material tank is constructed with 10GA steel. This has been proved over years of use to be sufficient.

9.2 Transfer Oil Tank – Thirty-six (36) gal Capacity constructed of three sixteenths (3/16) in steel;

- Our tank is constructed with 10 GA steel and the volume of heat transfer oil is 55.5 gallons. 10GA steel has been proved over years of use to be sufficient.

9.7 Agitation – Hydraulically driven full sweep vertical agitator with two (2) opposing horizontal paddles with vertical risers attached to the ends. Agitator must be ball bearing mounted to ensure that the hydraulic motor is not subject to side loads and;

- Has Full sweep horizontal agitation. Horizontal agitation has been proven to mix material sufficiently to sealant manufacturers specifications.

11.2 Horsepower – Twenty-five (25) horsepower (HP) and;

- Has a 23hp Diesel Engine, this engine has enough power to operate machine.

12.3 Material Pump Controls – Electronically activated from rear of unit and from hand wand;

- Controls are located front curbside. You can also operate the pump from the hand wand.

12.5 Reservoir – Twenty-four (24) gal capacity and equipped with sight gauge, magnetic drain plug, suction strainer, vent and;

- 30 gal reservoir with a dipstick to measure levels.



## OIL-JACKETED MELTING KETTLES WITH ELECTRICALLY HEATED HOSE SYSTEM AND EXTERNAL PUMP SYSTEM



# KERA 180BRE-EP

Available Sizes: 180 gal | 270 gal | 370 gal

Marathon's KERA-EP models are designed for high production crack filling of hot poured rubberized crack sealant. Featuring a robust diesel burner system, electrically heated hose with light weight aluminum wand and an oil-jacketed externally mounted material pump, the KERA-EP delivery system is capable of heating, melting and applying any type of rubberized crack sealant with ease.

### FEATURES

- Manufactured with minimum 10 GA steel, fully welded and constructed of heavy duty 6" channel and gusseted in locations for safety and strength.
- Diesel powered burner & 23hp liquid cooled Kohler diesel engine for maximum efficiency!
- Diesel burner controlled by a Digital Automatic Temperature Control System that controls oil and sealant temperatures.
- Reverse loading anti-splash door(s) located curbside, for safe and easy loading of material.
- 120V 1,500W Overnight heater maintains heat to reduce daily start-up time.
- Recirculation port for quicker start-up and material recirculation.
- 3,000W Watt generator heats hose as well as providing convenient on-site 120 VAC power source.
- Fully insulated with ceramic fibre insulation to minimize heat loss.
- Operator alert horn system.
- On demand pumping system.

VISIT [MARATHONEQUIPMENTINC.COM](http://MARATHONEQUIPMENTINC.COM) PHONE: 1-888-999-4041 EMAIL: [INFO@MARATHONEQUIPMENTINC.COM](mailto:INFO@MARATHONEQUIPMENTINC.COM)

## SPECS

Models	KERA180BRE-EP	KERA270BRE-EP	KERA370BRE-EP
Shipping Weight	5,897 lbs (2,675 kg)	6,978 lbs (3,165 kg)	7,810 lbs (3,542 kg)
<b>Dimensions</b>			
Overall Length	207 3/4"	236"	248"
Overall Width	80"	80"	80"
Overall Height	89"	91"	94"
Loading Height	56"	58"	60"
<b>Capacity</b>			
Material Vat	180 gal (681 L)	270 gal (870 L)	370 gal (1,400 L)
Heat Transfer Oil	38 gal (144 L)	47 gal (180 L)	53 gal (201 L)
Diesel Fuel Tank	30 gal (113 L)	30 gal (113 L)	30 gal (113 L)
Hydraulic Oil Tank	30 gal (113 L)	30 gal (113 L)	30 gal (113 L)
<b>Engine</b>			
	23hp Liquid cooled, electric start, Kohler diesel	23hp Liquid cooled, electric start, Kohler diesel	23hp Liquid cooled, electric start, Kohler diesel
<b>Burner</b>			
	(1) 340,000 BTU diesel burner	(1) 340,000 BTU diesel burner	(1) 340,000 BTU diesel burner
<b>Suspension</b>			
Axle(s)	Tandem	Tandem	Tandem
Capacity	10,400 lbs (4,717 kg)	14,000 lbs (6,350 kg)	14,000 lbs (6,350 kg)
Tires - Size	(4) 225/75/R15	(4) 235/85/R16-E	(4) 235/85/R16-E

\*Specifications subject to change without notice.

## OPTIONS

- 80 CFM Vanair Compressor with 40' air hose
- Hot Air Lance installed with hoses
- Hydraulic surge braking system
- Amber strobe light
- Flashing LED arrow stick advisor
- LED work lights
- 2-5/16" ball hitch
- Spare tire and rim mounted
- Tool Box

**KERA370BRE-EP with optional 80 CFM Vanair Compressor**



VISIT [MARATHONEQUIPMENTINC.COM](http://MARATHONEQUIPMENTINC.COM) PHONE: 1-888-999-4041 EMAIL: [INFO@MARATHONEQUIPMENTINC.COM](mailto:INFO@MARATHONEQUIPMENTINC.COM)

**ATTACHMENT 3 - BID :  
EVENT ITB 1  
ITD CRACK SEALING**

**Bidder (Company Name):**  
**Bidder Contact (Name & Phone Number):**  
**Bidder Contact (Email):**

Maxwell Equipment Company, Inc  
 Chris Baker 801-433-4339  
[chris@maxwellequipment.com](mailto:chris@maxwellequipment.com)

**VENDOR INSTURCTIONS**

- 1 **Completion Requirement:** The Bidder must complete and submit all information requested in Attachm
- 2 **Fully Burdened Costs:** All unit prices must include all costs associated with meeting the specifications o freight prepaid and allowed.
- 3 **Delivery and Unloading:** The Contractor is responsible for coordinating delivery to the specified ITD loc
- 4 **Form Integrity:** The Quoter shall not modify this Excel form or include additional rates, costs, exceptior
- 5 **Submission:** This form shall be submitted in Microsoft Excel format through IPRO Powered by Luma, fo

Item	Description	Qty	Unit
1	CRAFCO Inc. EZ1000 Series 2 or equal	3	Ea

**Do you meet the specifications provided in Attachment 2 - Specifications?**

**Yes**  Check      **No**  Check

**Are you offering the brand name and models specified?**

**Yes**  Check      **No**  Check

*\*Equal Offers: see Attachment 2, Specifications, Section 3 - For additional documentation required to*

**If awarded the contract, will you meet the delivery timeline? See Attachment 1, Section 3 , Specificat**

**Yes**

Check

**No\***

Check

**Approximate delivery:**

\_\_\_\_\_

*\* A 'NO' response may disqualify you from consideration for award*

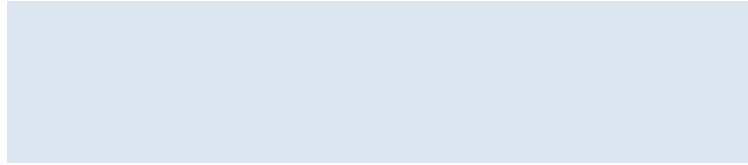
**If a longer delivery time is required, please provide an explanation:**



**SCHEDULE**

**.150**

**MACHINES**



ment 3 - Bid Schedule, provided in this Excel file.

outlined in Attachment 2 - Requirements and Specifications including FOB Destination

ation, with unloading performed by ITD personnel.

ns, or limitations. Non-compliance may result in the Quote being deemed non-responsive.

Following the file naming convention: "Attachment 3 - Insert Bidder Name".

<b>Unit Price</b>	<b>Extended Unit Cost</b>
<b>78,060</b>	<b>234,180</b>
	<b>Total Cost</b>

*to be submitted with your Quote.*

tions

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Days ARO: 120





**ITD SIGNATURE PAGE**

NO LIABILITY WILL BE ASSUMED BY THE IDAHO TRANSPORTATION DEPARTMENT FOR A VENDOR'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS AND ANY PROPERLY ISSUED SOLICITATION ADDENDUMS IN A TIMELY MANNER FOR USE IN THE VENDOR'S RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE VENDOR TO CONSIDER THE TERMS, CONDITIONS, AND ANY ADDENDUMS IN THE VENDOR'S RESPONSE TO THE SOLICITATION.











This RFQ response is submitted in accordance with all documents and provisions of the specified RFQ Number and Title provided below. By my signature I accept the terms, conditions, and requirements contained in the solicitation, including but not limited to, the STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS and the SOLICITATION INSTRUCTIONS TO VENDORS in effect at the time this RFQ was issued, as incorporated by reference into this solicitation; as well as any SPECIAL TERMS AND CONDITIONS incorporated in the solicitation documents (e.g. Software, Telecommunications, Banking, etc.). As the undersigned I certify I am authorized to sign and submit this response for the named Vendor. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this solicitation.

ITB Number, Title:	ITB 1150	CRACK SEALING MACHINES	
Vendor Name:	Maxwell Equipment Company, Inc		
Address:	650 South Delong Street		
City, State, Zip:	Salt Lake City	Utah	84104
Phone, Fax:	801-433-4339	801-972-5536	
Email:	<a href="mailto:chris@maxwellequipment.com">chris@maxwellequipment.com</a>		
FEIN:	20-3399768		









Signature:	<i>Christopher N. Baker</i>	Date:	January 28 <sup>th</sup> 2026
Printed Name:	Christopher Baker	Title:	Manager

**THIS SIGNATURE PAGE MUST BE COMPLETED AND RETURNED WITH YOUR QUOTE**

## Question Responses (5,000 row record limit)

Question	Answer	Send Question To Contract	Email Attachment
Confirm that you have read and understand the Solicitation Instructions for Vendors and the most recent version of the ITB Document, both available in the Attachments section of this Sourcing Event.	Confirmed	 Yes	 No
The Contract(s) resulting from this ITB will include the terms and conditions located in the Terms section of this Sourcing Event. Failure to agree to the Terms may result in your Bid being deemed non-responsive-- the state cannot agree to material changes to Terms after the ITB closes. Do you agree to the states Terms?	Yes-I agree	 Yes	 No
Does the Property you are offering meet all specifications/scope of work requirements detailed in Attachment 2 of the ITB Document? If no, upload a detailed description of how your offered Property deviates and why those deviations should be considered "minor deviations."	No	 Yes	 Yes
The Insurance Requirements for this solicitation are detailed in Attachment Tab. Suppliers that do not currently hold the type/level of insurance required are strongly encouraged to contact an insurance representative to obtain a quote prior to submitting a Bid. An awarded contractor's inability to obtain the required insurance may be grounds for termination of the contract for cause and may affect the evaluation of that supplier's responsibility on future sourcing events. Confirm your understanding of this requirement.	Confirmed	 Yes	 No
Complete and submit the attached Signature Page. Confirm that the information included matches the information in your Supplier Profile.	Confirmed	 Yes	 Yes

Question Responses (5,000 row record limit) continued...

Question	Answer	Send Question To Contract	Email Attachment
<p>Do you acknowledge the Disclosure of Abortion Related Matters. The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the "Act") and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in the Solicitation to aid in compliance with the Act. The State requests that Offeror disclose, unless Offeror is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract (if Offeror is the awarded Contractor), an abortion provider and if it will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.</p>	Yes	 Yes	 No
<p>Do you acknowledge that this is an order as needed solicitation, and the FOB destination freight and prepaid allowed requirement? Your total cost must include freight.</p>	Yes	 Yes	 No
<p>Did you download, review, populate and upload Attachment 3 - Bid Schedule?</p>	Yes	 Yes	 Yes
<p>Have you reviewed the Amended ITB located on the Questions Tab?</p>	Yes	 Yes	 No

**MAXWELL EQUIPMENT CO INC** ● ID Assigned

Entity

Unique Entity ID

**HWAFJB3N5MX1**

Physical Address

**650 S DELONG ST, SALT LAKE CITY, UT  
84104 USA**

Assigned Date

**Nov 10, 2022**



**Date:** Monday, May 4, 2026  
**To:** Honorable Mayor and City Council  
**From:** Wendy Davis, Parks and Recreation Director, Parks and Recreation Director

### **ACTION ITEM**

**Request:**

Consider a request to accept a quote for \$190,720 from Big T Recreation for a playground purchase and installation for the park at Elizabeth and Hankins, and authorize the Director to sign the quote.

**Time Estimate:**

Allow approximately 5 minutes for staff presentation, questions and council action.

**Background:**

On September 8, 2025, City Council authorized the use of Park Impact Fees for the purchase of four acres located at the northeast corner of Elizabeth Blvd and Hankins Road for the development of a neighborhood park. The agreement with the developer included a one-year timeline from the acquisition of the property for the city to develop the park. Park plans include landscape, irrigation, parking lot and a playground, with future plans to add a restroom, two pavilions and an obstacle course. See attached design. As staff works through the construction documents and prepares to put the project out for bid, the timeline for ordering the playground equipment to ensure its arrival in time for installation requires that purchase to happen now. Park staff worked with Big T Recreation to obtain a quote using Sourcewell pricing for the playground and installation for a total of \$190,720.

In 2019, the City Council adopted Resolution No. 2019-014. (see attached) This resolution authorizes the City to use cooperative purchasing agreements and join cooperative purchasing programs to acquire needed capital infrastructure and authorizes city officials identified in R-2017-014 to enter into cooperative purchasing agreements and programs, and to approve expenditures not to exceed the maximum value, in terms of dollars, set by the State of Idaho for the informal bidding process, however, R-2017-014 (see attached) authorizing certain city officials to receive informal bids and approve the lowest responsive bid in accordance with Idaho Code contains language to further define the limits of that authorization as "informal bidding of public works construction projects (\$50,000-\$200,000) and procurement of services or personal property (\$50,000-\$100,000)" This purchase falls within the current informal bid limit, (\$100,000-\$250,000) but outside the limits set by R-2017-014, therefore, staff is requesting council approval to use a cooperative purchase agreement with Sourcewell and authorization to sign the order form. Attached is a quote from Big T Recreation using Sourcewell pricing for the playground for your review.

City Attorney has considered the use of a cooperative purchase agreement in lieu of an informal bid process and approves.

**Approval Process:**

A simple majority will approve this request.

**Budget Impact:**

Council allocated \$632,000 Park Impact Fees for the development of the park property on Elizabeth and Hankins. These funds will be used to purchase and install the playground.

**Regulatory Impact:**

Approval will authorize the use of Sourcewell pricing for the playground and allow staff to sign the order form.

**History:**

N/A

**Analysis:**

N/A

**Conclusion:**

Staff recommends the use of Sourcewell pricing to procure the playground.

**Attachments:**

1. 2019 - Cooperative Purchasing
2. R-2017-014 - City Officials to Receive Informal Bids
3. Big T Recreation Quote-Elizabeth Park
4. CD01\_Elizabeth Park-Landscape Plan

**RESOLUTION NO. 2019-014**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO AUTHORIZING THE CITY OF TWIN FALLS TO PARTICIPATE IN COOPERATIVE PURCHASING AGREEMENTS AND PROGRAMS; AND AUTHORIZING CERTAIN CITY OFFICIALS TO ENTER INTO, JOIN, AND APPROVE EXPENDITURES PERTAINING TO COOPERATIVE PURCHASING AGREEMENTS AND PROGRAMS.

WHEREAS, Idaho Code §§ 67-2807 authorizes Idaho cities to participate in cooperative purchasing agreements with the state of Idaho, other Idaho political subdivisions, and other government entities; and,

WHEREAS, Idaho Code §§ 67-2807 authorizes Idaho cities to participate in cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation process; and,

WHEREAS, participation in cooperative purchasing agreements or programs requires approval by the City Council; and,

WHEREAS, the State of Idaho determines the value, in terms of dollars, at which an informal bidding process will be followed; and,

WHEREAS, certain city officials are authorized to approve informal bids on behalf of the City of Twin Falls; and,

WHEREAS, the City Manager has requested authorization to allow these same city officials to enter into cooperative purchasing agreements and programs, and to approve expenditures not to exceed the maximum value, in terms of dollars, set by the State of Idaho for the informal bidding process.

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

Section 1: That those individuals who are authorized to approve informal bids on behalf of the City of Twin Falls are authorized to enter into cooperative purchasing agreements and join cooperative purchasing programs that offer goods or services as a result of competitive solicitation.

Section 2: That those individuals who are authorized to approve informal bids on behalf of the City of Twin Falls are authorized to approve expenditures as part of a cooperative purchasing agreement or cooperative purchasing program up to, but not to exceed, the maximum amount set by the State of Idaho for the informal bidding process.

PASSED BY THE CITY COUNCIL  
SIGNED BY THE MAYOR

December 9, 2019.  
December \_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

RESOLUTION NO. 2017-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AUTHORIZING CERTAIN CITY OFFICIALS TO RECEIVE INFORMAL BIDS, OBJECTIONS TO SPECIFICATIONS AND PROCEDURES, AND TO APPROVE THE LOWEST RESPONSIVE BID.

WHEREAS, Idaho Code §§ 67-2805 and 67-2806 provide procedures for informal bidding of projects and procurement of services or personal property; and,

WHEREAS, the informal bidding process requires receipt of bids by the "clerk, secretary or other authorized official"; and,

WHEREAS, the informal bidding process provides for the approval of the lowest responsive bid by the governing board or board-authorized official; and,

WHEREAS, the City Manager has requested authorization of certain positions to receive informal bid proposals and objections, and to approve the lowest responsive bid.

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

That the following officials are hereby authorized to receive informal bids, objections to specifications and procedures, and to approve the lowest responsive bid, for informal bidding of public works construction projects (\$50,000 - \$200,000) and procurement of services or personal property (\$50,000 - \$100,000):

- City Manager
- Deputy City Manager
- Chief Financial Officer (City Clerk/Treasurer)
- Chief of Police
- Fire Chief
- City Engineer
- Public Works Director
- Streets Superintendent
- Water Superintendent
- Building Official
- Human Resource Director
- Information Services Director
- Parks and Recreation Director
- Airport Manager

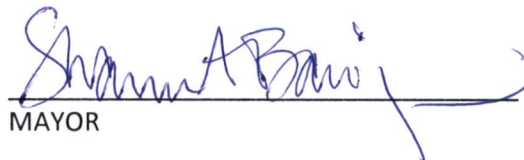
This resolution shall supersede Resolution No. 1920 and any prior other resolutions regarding Authorization of officers to approve bids.

PASSED BY THE CITY COUNCIL,

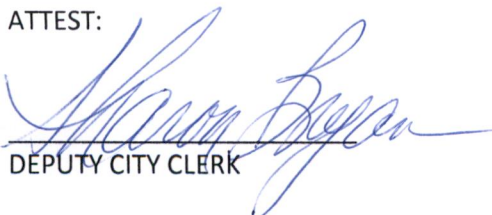
September 18, 2017.

SIGNED BY THE MAYOR,

September 20, 2017.

  
MAYOR

ATTEST:

  
DEPUTY CITY CLERK

# QUOTE



Big T Recreation  
 11618 S. State St #1602  
 Draper, UT 84020  
 801-572-0782  
 taft@bigtrec.com

Date	Quote #
02/27/2026	21761
Exp. Date	
	04/30/2026

Shipping Address
Twin Falls 203 Main Avenue East Twin Falls, ID 83301

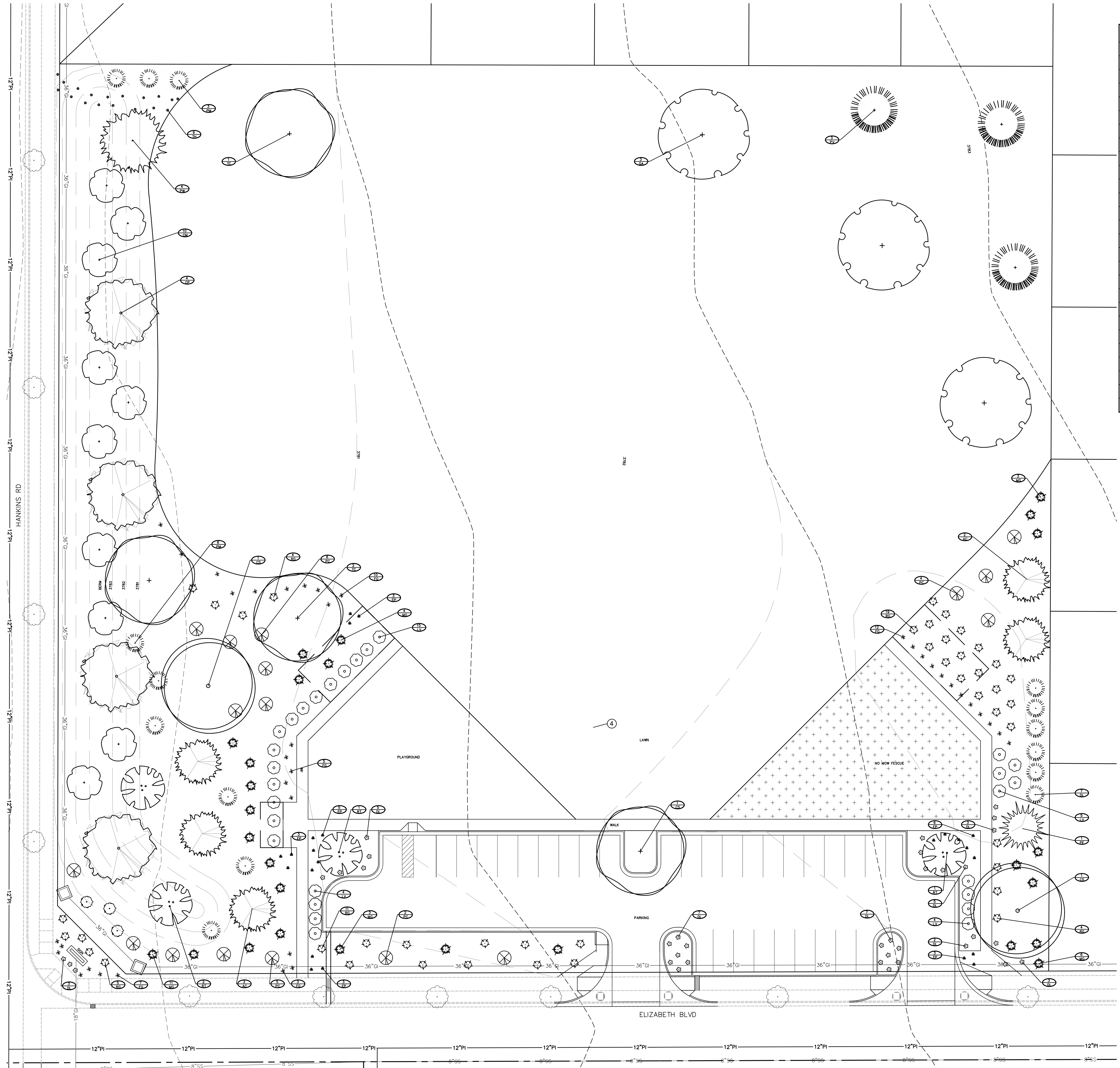
PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
Playground Structure	Elizabeth Park Playground and Installation Playworld Systems Custom Playground Structure Includes -Mighty Descent Slide -Metal Playcubes -Fabric Shades -Anchor Climber -Other Climber and Slides on Main Structure -Shaded 2-5 Years Playground -Summit Climber -Swings with Belt Seats and Hoopla Seats	1	145,987.00	145,987.00
Freight	Freight Free Freight Special Promotion for Twin Falls	1	0.00	0.00
Installation	Installation of Playground Structures  Playground and Installation Available for Purchase on Sourcewell Contract Reference Number - 101625-PLP  This Proposal does not include Playground Safety Surfacing and Ninja Course	1	44,733.00	44,733.00
			<b>SUBTOTAL</b>	
			<b>TAX</b>	
			<b>TOTAL</b>	<b>\$190,720.00</b>

Accepted By

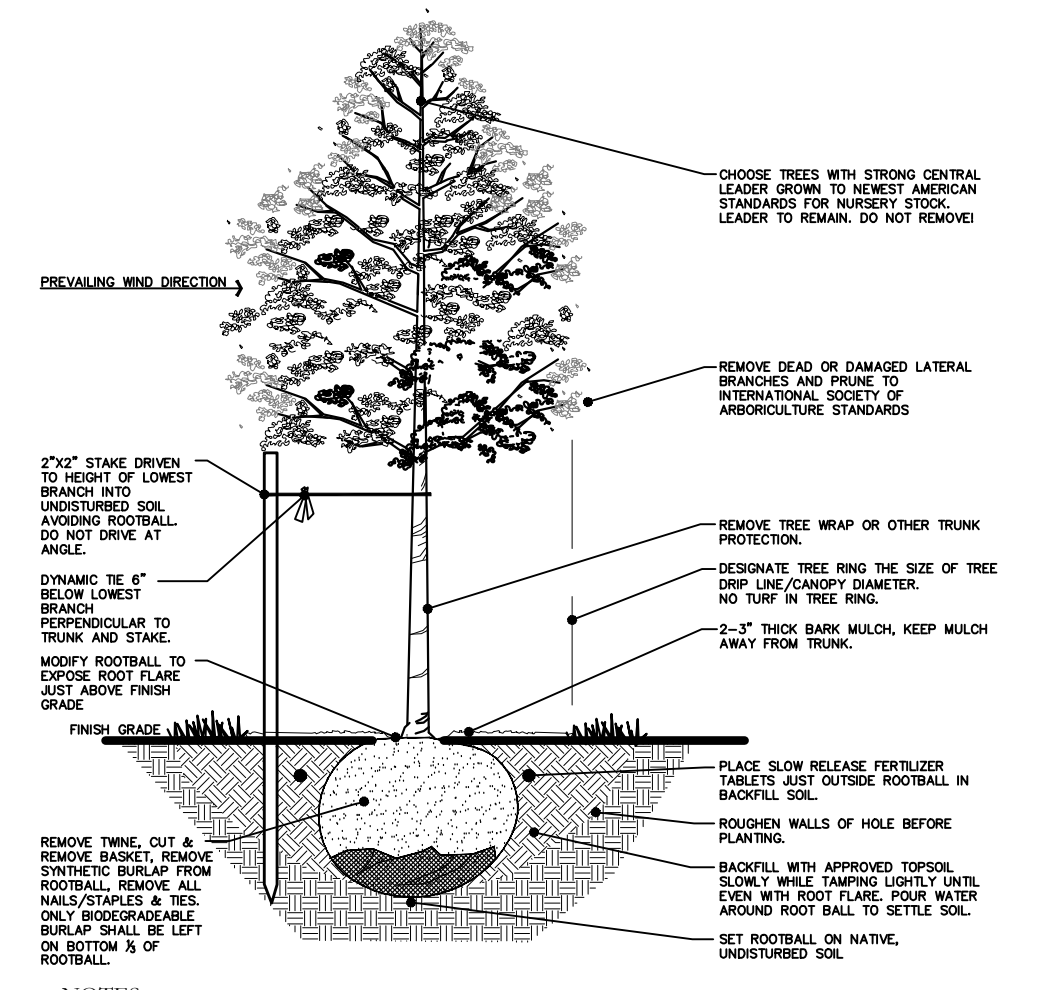
Accepted Date

Acceptance of this quote agrees to the terms and conditions set by Big T Recreation. Please contact us with any questions or concerns P: 801.572.0782, F: 801.216.3077 or E: taft@bigTrec.com or merit@bigTrec.com.

We thank you for your business.



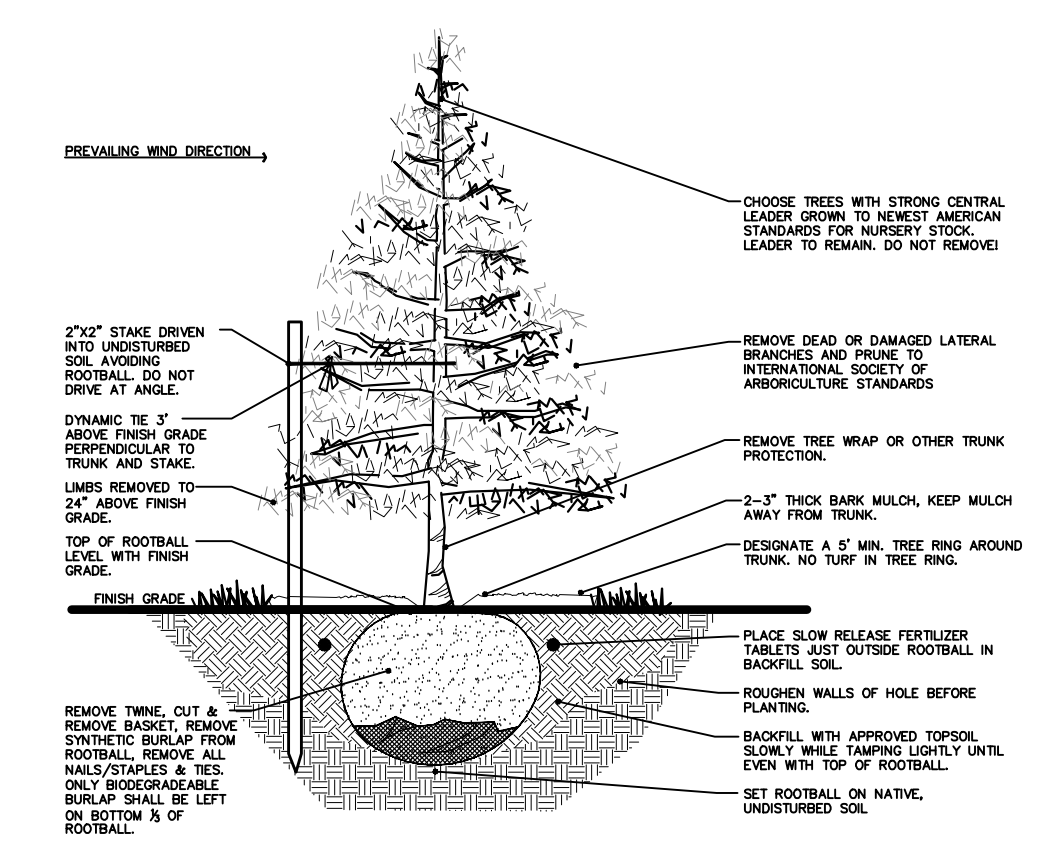
Plant Legend				
TREES				
SYM	Botanical	Common	QTY	Notes
RT	Rhus typhena	Staghorn Sumac	4	
QA	Quercus robur	English Oak	3	
CS	Catalpa speciosa	Western Catalpa	3	
TC	Tilia tomentosa	Silver Linden	2	
CP	Crataegus phaenopyrum	Washington Hawthorn	4	
PV	Pinus flexilis 'Vanderwolf's'	Vanderwolf's Pine	3	
AC	Abies concolor	White Fir	5	
PE	Pinus edulis	Pinon Pine	1	
PW	Pinus monticola	Western White Pine	1	
SHRUBS				
SYM	Botanical	Common	QTY	Notes
CM	Cornus sericea	Red Twig Dogwood	9	
PM	Pinus mugo	Mugo Pine	9	
PC	Prunus tomentosa	Nanking Cherry	14	
GRASSES				
SYM	Botanical	Common	QTY	Notes
FG	Pennisetum alopecuroides	Fountain Grass	30	2-3'
RG	Calamagrostis acutiflora	Feather Reed Grass	42	4-6'
MG	Miscanthus sinensis	Maiden Grass	25	3-5'
PERENNIALS				
SYM	Botanical	Common	QTY	Notes
LV	Lavendula spp.	Lavender	28	
DL	Hemerocallis spp.	Daylily	35	
TH	Thymus spp.	Creeping Thyme	18	
EP	Echinacea paradoxa	Yellow Echinacea	19	



**NOTES**

- CONTRACTOR IS RESPONSIBLE FOR PLANTING TREES STRAIGHT AND ENSURING THEY WILL REMAIN THAT WAY FOR ONE YEAR. IF STAKING, ONLY ONE STAKE SHALL BE USED ON THE UPWIND SIDE OF THE TREE FOR ONE YEAR. ALL STAKING SHALL BE REMOVED AT THE END OF THE ONE YEAR MAINTENANCE PERIOD.
- CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT OR DESIGNER OF ANY QUESTIONS, CONCERNS OR DISCREPANCIES BETWEEN NOTES, DRAWINGS AND SITE CONDITIONS BEFORE PROCEEDING.
- VERIFY TREE SPECIES, MATERIALS AND ADJUST WITHIN 14 DAYS.
- IF SOIL OR OTHER SITE CONDITIONS PREVENT PLANTING AS DETAILED, NOTIFY LANDSCAPE ARCHITECT OR DESIGNER IMMEDIATELY.

**6 DECIDUOUS TREE PLANTING**



**NOTES**

- CONTRACTOR IS RESPONSIBLE FOR PLANTING TREES STRAIGHT AND ENSURING THEY WILL REMAIN THAT WAY FOR ONE YEAR. IF STAKING, ONLY ONE STAKE SHALL BE USED ON THE UPWIND SIDE OF THE TREE FOR ONE YEAR. ALL STAKING SHALL BE REMOVED AT THE END OF THE ONE YEAR MAINTENANCE PERIOD.
- CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT OR DESIGNER OF ANY QUESTIONS, CONCERNS OR DISCREPANCIES BETWEEN NOTES, DRAWINGS AND SITE CONDITIONS BEFORE PROCEEDING.
- VERIFY TREE SPECIES, MATERIALS AND ADJUST WITHIN 14 DAYS.
- IF SOIL OR OTHER SITE CONDITIONS PREVENT PLANTING AS DETAILED, NOTIFY LANDSCAPE ARCHITECT OR DESIGNER IMMEDIATELY.

**7 CONIFEROUS TREE PLANTING**

**ELIZABETH PARK  
LANDSCAPE PLAN**



**Date:** Monday, May 4, 2026  
**To:** Honorable Mayor and City Council  
**From:** Wendy Davis, Parks and Recreation Director, Parks and Recreation Director

## **ACTION ITEM**

### **Request:**

Consider a request to approve CORE Construction Guaranteed Maximum Price (GMP) of \$1,643,945 for construction of the Vista Bonita Expansion project.

### **Time Estimate:**

Allow approximately 10 minutes for presentation and deliberation.

### **Background:**

On June 23, 2025, Council approved a contract with CORE Construction to provide CM/GC services for the construction of the expanded area of Vista Bonita Park, located at construct a parking lot, restroom, park amenities and landscaping at Canyon Trail Junction, located south of Firestation 3 at approximately 996 N 2900 E, Washington St South, in Twin Falls. As per the CM/GC Contract Agreement, the City and CORE Construction are presenting the Guaranteed Maximum Price (GMP) for the construction of the park expansion.

The Vista Bonita Park Expansion bid packages, Performance Bond, and the CM fee of 5%, per the CM/GC contract, total \$1,643,945, including a 5% contingency (\$82,197 direct cost). Parks and Recreation Department was awarded \$2,000,000 State and Local Fiscal Recovery Funds for this project. With the design fees and pre-construction services accounted for, this price is within the budgeted amount.

Approval of this Guaranteed Maximum Price will allow CORE Construction to award bids and begin construction.

### **Approval Process:**

A simple majority will approve the GMP for the Vista Bonita Expansion project as presented by CORE Construction.

### **Budget Impact:**

The Guaranteed Maximum Price (GMP) of \$1,643,945 is within the allocated \$2 million allocated State and Local Fiscal Recovery Funds.

### **Regulatory Impact:**

Approval will enable City Staff and CORE Construction to execute the Contract, award bids, and begin construction on the Vista Bonita Expansion project.

### **History:**

N/A

### **Analysis:**

N/A

**Conclusion:**

Staff recommends that Council approve the GMP for the Vista Bonita Expansion project as presented.

**Attachments:**

1. CH3 Break Room\_20260501\_114925



TWIN FALLS  
Idaho

# City of Twin Falls Vista Bonita Park Expansion

Guaranteed Maximum Price

City of Twin Falls  
Vista Bonita Park Expansion  
CORE Precon No. 25-10-016

April 24, 2026

01. GMP Summary
02. Basis of GMP Clarification
03. GMP Cost  
Summary/Schedule of Values
04. Enumeration of Documents
05. Proposed Schedule
06. Site logistics Plan

CORE

  
JENSENBELTS  
ASSOCIATES



# Guaranteed Maximum Price Summary



CORE Construction  
777 North 4<sup>th</sup> Street  
Boise, ID 83702

April 24, 2026

**VIA ELECTRONIC MAIL**

**RE: GUARANTEED MAXIMUM PRICE PROPOSAL – Revision 3 | CoTF - Vista Bonita Park Expansion**

Dear Ms. Davis,

On behalf of CORE Construction, I am pleased to submit our Revised Guaranteed Maximum Price (GMP) proposal for the City of Twin Falls – Vista Bonita Park Expansion.

GMP Summary:

Total Guaranteed Maximum Price	\$1,643,945
--------------------------------	-------------

Enclosed you will find the Basis of GMP Clarifications, Revised GMP Cost Summary/Schedule of Values, Enumeration of Documents, Proposed Construction Schedule, and Site Logistic Plan.

We look forward to further discussion as we conclude a path to a successful project. Thank you for this opportunity, please do not hesitate to contact me directly with any questions or comments.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeff Jerome", with a long horizontal line extending to the right.

Jeff Jerome  
Preconstruction Manager  
CORE Construction



# Basis of GMP Clarification



The Basis of Guaranteed Maximum Price Proposal is a written explanation clarifying the scope, assumptions and exclusions used in establishing the Revised GMP proposal dated April 24, 2026.

All costs are based on CORE's incorporation of the scope shown on 02/09/26 updated Set of Bid Phase Construction Documents, Revisions to ISPWC Special Provisions, prepared by Jensen Belts Associates, and the scope clarifications below.

## ASSUMPTIONS, CLARIFICATIONS, & EXCLUSIONS

---

### Contingency

- Construction Contingency of 5.0% (\$82,197 direct cost) is included in this proposal – Construction Contingency is intended to be used at CORE's discretion to cover costs that have not been identified as a trade specific scope on the GMP setting documents and may require further clarification or coordination. These costs may include scope gaps, coordination issues between trades, and missed scope during the subcontractor bidding process. Construction Contingency does not account for design revisions or additional scope requests made by the Owner or Architect.
- Design Contingency (0%) – is NOT included in this proposal – It is assumed the construction documents have been completely vetted during the design phase prior to issuance of Bid documents and therefore does not include contingency for changes after bids.
- Escalation Contingency (0%) – is NOT included in this proposal – Escalation contingency is a budget allowance for future cost increases in labor, materials, or equipment due to inflation or market changes over the project timeline. Subcontractors are required to hold their bid prices for 60 days from time of bid opening and are assumed to be complete.

### Alternates & Allowances

- Add Allowance #1 – Site Furnishings - \$45,000  
Allowance accounts for site furnishings consisting of park benches, tables, trash receptacles, and dog waste stations. Construction documents do not indicate quantities, locations, or specifications for these items; therefore, this allowance is based on assumed counts and typical site requirements.
- Add Allowance #2 – Corn Hole - \$50,000  
Allowance intended to cover materials and/or installation of cornhole-related features as selected by the Owner, which may include (but are not limited to) concrete pads, surfacing treatments, game equipment, or associated site furnishings.





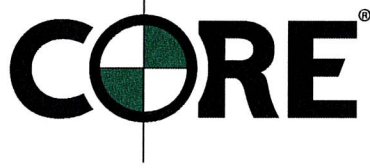
### General Assumptions

- This GMP proposal is valid for 15 days.
- CORE does not include any costs for building permits, mechanical/electrical/plumbing permits. We have included a Dust permit and NESHAP for the demo.
- We assume normal working hours.
- Any increased costs associated with tariffs promulgated after the Contract execution date are not included. The Contractor will assist the Owner with sourcing alternative materials not affected by the tariff, but in the event that the Owner chooses to retain the originally selected material, or there is not another material option available that does not affect the original proposal Price, and/or project schedule, then the Contractor is entitled to a Change Order for the additional cost and time associated with the enactment of the applicable tariffs.
- This GMP proposal includes all costs related to warranty as required in the contract.
- This GMP proposal is considered a Lump Sum, not line-item proposal.
- This scope includes Addendum No 1 and Clarification No. 1 issued on 3/26/26.
- Normal shrinkage cracking of the slab is expected and shall not be cause for removal or replacement of structurally sound slabs
- The following agreed to hourly rates will be used to determine and define "Actual Costs". The agreed to rates includes all normal and customary payroll paid by the Contractor plus all fringe benefits, taxes, and insurances.

	<u>Standard Rate</u>	<u>Overtime Rate</u>
<b>PreConstruction:</b>		
Director of PreConstruction	\$190	-
Sr. Preconstruction Manager	\$155	-
PreConstruction Manager	\$144	-
Asst. PreConstruction Manager	\$107	-
PreConstruction Coordinator	\$87	-
<b>Project Management:</b>		
Project Director	\$181	-
Sr. Project Manager	\$155	-
Project Manager	\$144	-
Asst. Project Manager	\$107	-
Project Engineer	\$98	-
Scheduler	\$120	-
Virtual Construction Director	\$138	-
Virtual Construction Manager	\$112	-
Construction Coordinator	\$87	-
Project Accountant	\$84	-
Contracts Administrator	\$96	-
IT Technician	\$78	-
Intern	\$58	\$87

**Field Operations:**





Director of Field Operations	\$190	-
General Superintendent	\$176	-
Sr. Superintendent	\$160	-
Project Superintendent	\$144	-
Asst. Superintendent	\$113	-
Safety Director	\$115	-
Carpenter	\$88	\$132
Water Truck Driver	\$85	\$128
Painter	\$85	\$128
Laborer	\$67	\$101

Specific Exclusions to GMP

- a. Asbestos Abatement (assumed by Owner if applicable)
- b. Site Furnishings other than those items listed in Allowance #1
- c. FF&E - Furniture, Fixtures, and Equipment
- d. Flagpole
- e. The following are excluded and assumed to be by Owner or Owner’s vendor:
  - o Hazardous Material (Asbestos) Abatement
  - o Salvage and Relocation of any existing equipment or furnishings
  - o Data Cabling & Related Equipment
  - o Security and Access Control Systems
  - o Intercom, Paging, and Clock Systems
  - o Audio and Video Equipment of any kind including Monitors, Smart Boards, Projectors
  - o HVAC DDC Controls Systems
  - o Delivery and Installation of all above

Other Scope Specific Assumptions and Clarifications:

LINE ITEM 6 | Survey & Staking

- 1. We have included:
  - o Site base staking, horizontal/vertical controls, re-staking allowance, staking for the restrooms, shelters, asphalt and concrete paving controls.
- 2. We have NOT included:
  - o Offsite staking or survey beyond project limits.



### LINE ITEM 7 | Earthwork & Paving

1. We have included:
  - Clear/grub, over-excavation/re-compaction, cut/fill grading, berm construction, Paving profiles included:
    - 2" plant mix pavement over 4-3/4" Type 1 crushed aggregate for "Asphalt Path Typical Section" on Sheet C-3
    - 2-1/" plantmix pavement over 4-3/4" aggregate leveling course per "Typical Paving Section (Parking Lot)" identified on sheet C-3.
  - SWPPP setup and maintenance, track-out pad, construction water.
  - Standard DEQ dust control is included.
2. We have NOT included:
  - Hard dig, import fill, chemical soil stabilization, excessive dust control, namely full-time water truck driver and water truck providing hourly dust suppression is not included.

### LINE ITEM 8 | Site Utilities

1. We have included:
  - Domestic water line, fire service connection, sanitary sewer service, irrigation tap and preventor.
  - Trench and backfill for necessary utilities.
  - Drainage lines for future connections to splash pad equipment. Note any deviation of line locations for future splash pad design are NOT covered in this GMP Proposal.
2. We have NOT included:
  - Storm drain piping, drywell piping, catch basins, biomass filters, or additional utility relocations.

### LINE ITEM 14 | Site Signage & Striping

1. We have included:
  - Parking lot striping, ADA signs, stop signs, precast bumpers, pavement reflectors.
2. We have NOT included:
  - Site Monument Sign, wayfinding signage or specialty signs beyond parking lot.

### LINE ITEM 15 | Landscaping & Irrigation

1. We have included:
  - 4" Topsoil throughout site, hydro seeding, tree staking, fertilizer, poly chain, weed barrier, rock mulch, river cobble, bark mulch, compost, balled & burlapped trees per caliber indicated, shrubs, sod, irrigation lines, maintenance allowance.

2. We have NOT included:

- Benches, trash cans, cornhole equipment, and dog park furnishings are not included but are covered Allowance #1, should the client choose to purchase the afore mentioned funds. They will be limited to the allowance total. All funds not utilized will be returned to project contingency.
- Any additional site furnishings not listed (Allowance #1).

### LINE ITEM 18 | Fencing & Gates

1. We have included:

- Gates - Man Gates, 5' Chain Link Fence

### LINE ITEM 19 | Site Concrete

1. We have included:

- Curbs, concrete pads at shelters, sidewalks, ADA ramps, Pedestrian transition hubs, bollards footings, and light pole bases

2. We have NOT included:

- Transformer pad, drive entrance paving (existing).

### LINE ITEM 31 | Miscellaneous Metals

1. We have included:

- Removable bollards at site service drive access points.
- 1-20x24 structure, 2 - pergolas, design, and engineering

### LINE ITEM 98 | Plumbing Systems

1. We have included:

- General water fountain, restroom, and water/sewer final connections to Owner supplied pre-cast restroom.

2. We have NOT included:

- Toilets, urinals, sinks (provided by pre-cast restroom supplier).



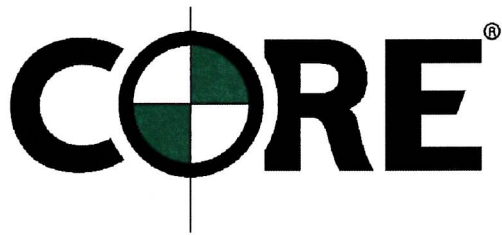
## LINE ITEM 102 | Electrical Systems

1. We have included:
  - Power and conduit for site features, shelters, lighting, feeders, and final connections.
  - Trenching, underground feeds, and cap to future splash pad Pump Skid Pump.
  - 40A 2 pole breaker for "*Feature Pump Skid Pump*".
2. We have NOT included:
  - Transformer equipment (assumed tying into one on site), restroom lighting (provided by pre-cast restroom supplier).
  - Pump Skid Pump (manufacture, size, and loads to be indicated with future splash pad equipment).





# GMP Cost Summary / Schedule of Values



**ID\_CoTF - Vista Bonita Pk GMP\_R3**  
*Guaranteed Maximum Price April 24, 2026*

CORE PROJECT NUMBER: 25-10-016  
 LOCATION: Twin Falls, ID  
 ARCHITECT: Jensen-Belts Associates  
 PROCUREMENT: CM/GC  
 DURATION(mnths): 4  
 WARRANTY(yrs): 2  
 SITE ACREAGE: 6.4

#	Description	SUBCONTRACTOR	Base Price	ALTERNATE
<b>GENERAL REQUIREMENTS</b>			<b>\$29,768</b>	
GR1	General Requirements		\$29,268	\$0
FC	Final Clean	Northwest Janitorial LLC	\$500	\$0
<b>SITE WORK (ROUGH)</b>			<b>\$383,134</b>	<b>\$4,000</b>
6	Surveying/Staking	Civil Science Infrastructure, Inc.	\$21,545	\$1,800
7	Earthwork & Paving	Moore Brothers Construction Services	\$327,108	\$2,200
8	Site Utilities	Moore Brothers Construction Services	\$21,402	\$0
12	Erosion Control/SWPPP	Accena SWPPP Services	\$13,080	\$0
<b>SITE WORK (FINISH)</b>			<b>\$618,849</b>	<b>\$35,100</b>
14	Site Signage & Striping	Everline Coatings & Services	\$6,312	N/A
15	Landscaping & Irrigation	Andres Landscape	\$480,617	\$10,000
18	Fencing & Gates	Risen Construction	\$29,037	\$17,300
19	Site Concrete	Bishop Concrete	\$102,884	\$7,600
<b>STRUCTURE</b>			<b>\$96,528</b>	<b>\$19,500</b>
31	Misc. Metals	Gunhand Welding	\$96,528	\$19,500
<b>MEP SYSTEMS</b>			<b>\$79,055</b>	<b>\$18,900</b>
98	Plumbing Systems	Mountain Edge Plumbing	\$40,980	\$17,400
102	Electrical Systems	Freedom Electric Inc	\$38,075	\$1,500
<b>CONTINGENCIES &amp; ALLOWANCES</b>			<b>\$177,197</b>	<b>\$4,400</b>
5.0%	Construction Contingency		\$82,197	\$4,400
AL1	Site Furnishings		\$45,000	\$0
AL2	Allowance #2 - Corn Hole		\$50,000	\$0
<b>Subtotal</b>			<b>\$1,384,532</b>	<b>\$82,000</b>
<b>GENERAL CONDITIONS</b>		<b>BASED ON</b>	<b>SUB TOTAL</b>	<b>SUB TOTAL</b>
REQUIRED	General Conditions		\$146,304	\$0
<b>Subtotal (with General Conditions)</b>			<b>\$1,530,836</b>	<b>\$82,000</b>
<b>INSURANCE, BONDS, AND BUILDERS RISK</b>		<b>BASED ON</b>	<b>SUB TOTAL</b>	<b>SUB TOTAL</b>
REQUIRED	General Liability	\$1,643,945	\$16,439	\$88,000
REQUIRED	Subcontractor Insurance / Warranty	\$1,384,532	\$0	\$0
REQUIRED	Payment and Performance Bond	\$1,643,945	\$13,974	\$74,000
REQUIRED	Builders Risk Insurance	\$1,643,945	\$499	\$27,000
<b>Subtotal (with GC's &amp; Insurance)</b>			<b>\$1,561,748</b>	<b>\$83,700</b>

CMGC GENERAL CONDITIONS

DA

JOB NAME: ID\_CoTF - Vista Bonita Pk GMP

Project Construction Estimate \$ 1,569,072.64

87 DAYS

17 WEEKS

4 MC

PHASE CODE	DESCRIPTION	QTY.	UNITS	@	
<b>GENERAL CONDITIONS</b>					
	01-1100-10000- - (Meeting Supplies)	0.00	wks	@	\$
01-2004-10000-	01-2004-10000- - (Project Manager)	8.07	wks	@	\$
01-2012-10000-	01-2012-10000- - (Project Superintendent)	17.33	wks	@	\$
<b>GENERAL REQUIREMENTS</b>					
01-5015-10000-	01-5015-10000- - (Trailer Mobilize/Demob)	1.00	ls	@	\$
01-5020-10000-	01-5020-10000- - (Trailer Rent)	4.00	mos	@	\$
00-0028-10000-	00-6003-10000- - (Smart PM)	4.00	mos	@	\$
01-5010-10000-	01-5010-10000- - (Temporary Storage)	4.00	mos	@	\$
01-5021-10000-	01-5021-10000- - (Trailer Equipment/Supplies)	4.00	mos	@	\$
01-5030-10000-	01-5030-10000- - (Job Toilet)	34.67	units/wk	@	\$
01-5060-10000-	01-5060-10000- - (Temporary Fencing)	685.50	lf	@	\$
01-5240-10000-	01-5240-10000- - (Trailer Drinking Water)	17.33	wks	@	\$
01-5270-10000-	01-5270-10000- - (Dumpsters)	4.33	wks	@	\$



# Enumeration of Documents



ENUMERATION OF DOCUMENTS

City of Twin Falls  
 Vista Bonita Park Expansion  
 Bid Documents  
 22 April 2026

SPECIFICATIONS					
Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
	GENERAL NOTES	02.09.26	NA	03.09.26	NA
	GENERAL SUBMITTALS, SHOP DRAWINGS AND SAMPLES	02.09.26	NA	03.09.26	NA
SECTION 201	CLEARING AND GRUBBING AND REMOVAL OF OBSTRUCTIONS	02.09.26	NA	03.09.26	NA
SECTION 202	EXCAVATION AND EMBANKMENT	02.09.26	NA	03.09.26	NA
SECTION 1001	CONSTRUCTION SITE MANAGEMENT (EROSION AND SEDIMENT CONTROL)	02.09.26	NA	03.09.26	NA
SP-3001	CONSTRUCTION COORDINATION	02.09.26	NA	03.09.26	NA
SP-3002	SURVEY	02.09.26	NA	03.09.26	NA
SP-3003	TEMPORARY TREE PROTECTION	02.09.26	NA	03.09.26	NA
SP-3004	PRECAST RESTROOM	02.09.26	NA	03.09.26	NA
SP-3005	SHELTERS	02.09.26	NA	03.09.26	NA
SP-3006	CHAIN LINK FENCES AND GATES	02.09.26	NA	03.09.26	NA
SP-3007	MISCELLANEOUS SITE IMPROVEMENTS	02.09.26	NA	03.09.26	NA
SP-3008	PLANTING IRRIGATION	02.09.26	NA	03.09.26	NA
SP-3009	SOIL PREPARATION	02.09.26	NA	03.09.26	NA
SP-3010	TURF AND GRASSES	02.09.26	NA	03.09.26	NA
SP-3011	PLANTS	02.09.26	NA	03.09.26	NA
DRAWINGS					
Specification/ Drawing	Description	Drawing Date	Stamp Date	CORE Received Date	Revision
L0.0	COVER SHEET	02.09.26	NA	03.09.26	NA
L0.1	EXISTING CONDITIONS	02.09.26	NA	03.09.26	NA
L0.2	DEMOLITION PLANS	02.09.26	NA	03.09.26	NA
L1.0	OVERALL SITE PLAN	02.09.26	NA	03.09.26	NA
L1.1	BASE BID SITE PLAN AREA A	02.09.26	NA	03.09.26	NA
L1.2	BASE BID SITE PLAN AREA B	02.09.26	NA	03.09.26	NA
L1.3	BASE BID SITE PLAN AREA C	02.09.26	NA	03.09.26	NA
L1.4	BID ADD ALTERNATES SITE PLANS	02.09.26	NA	03.09.26	NA
L1.5	SITE DETAILS	02.09.26	NA	03.09.26	NA
CIVIL					
C-1	SITE DEVELOPMENT PLAN	1.26	02.09.26	03.09.26	NA
C-2	SITE DEVELOPMENT PLAN	1.26	02.09.26	03.09.26	NA
C-3	SITE DEVELOPMENT PLAN	1.26	02.09.26	03.09.26	NA
LANDSCAPING					
L2.0	OVERALL PLANTING PLAN	02.09.26	NA	03.09.26	NA
L2.1	BASE BID PLANTING PLAN AREA A	02.09.26	NA	03.09.26	NA
L2.2	BASE BID PLANTING PLAN AREA B	02.09.26	NA	03.09.26	NA
L2.3	BASE BID PLANTING PLAN AREA C	02.09.26	NA	03.09.26	NA
L2.4	BID ADD ALTERNATES PLANTING PLAN	02.09.26	NA	03.09.26	NA
L3.0	OVERALL IRRIGATION PLAN	02.09.26	NA	03.09.26	NA
L3.1	BASE BID IRRIGATION PLAN - AREA A	02.09.26	NA	03.09.26	NA
L3.2	BASE BID IRRIGATION PLAN - AREA B	02.09.26	NA	03.09.26	NA
L3.3	BASE BID IRRIGATION PLAN - AREA C	02.09.26	NA	03.09.26	NA
L3.4	BID ADD ALTERNATES IRRIGATION PLAN	02.09.26	NA	03.09.26	NA
L3.5	IRRIGATION DETAILS	02.09.26	NA	03.09.26	NA
L3.6	IRRIGATION DETAILS	02.09.26	NA	03.09.26	NA
L4.1	BASE BID SHADE PERGOLA	02.09.26	NA	03.09.26	NA



ENUMERATION OF DOCUMENTS

City of Twin Falls  
Vista Bonita Park Expansion  
Bid Documents  
22 April 2026

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
L4.2	BASE BID 20X24 SHELTER	02.09.26	NA	03.09.26	NA
L4.3	BID ADD ALT #1 16X20 SHELTER	02.09.26	NA	03.09.26	NA
L4.4	BID ADD ALT #2 10X18 SHELTER	02.09.26	NA	03.09.26	NA
L5.0	BASE BID PRECAST RESTROOM	02.09.26	NA	03.09.26	NA
ELECTRICAL					
E0.0	ELECTRICAL COVER SHEET	02.09.26	02.09.26	03.09.26	NA
E0.1	ELECTRICAL SPECIFICATIONS	02.09.26	02.09.26	03.09.26	NA
E0.2	ELECTRICAL ENERGY COMPLIANCE FORMS	02.09.26	02.09.26	03.09.26	NA
E1.0	ELECTRICAL SITE PLAN	02.09.26	02.09.26	03.09.26	NA
E3.0	ELECTRICAL SCHEDULES & DETAILS	02.09.26	02.09.26	03.09.26	NA
	VISTA BONITA ADDENDUM 01	03.25.26	NA	03.26.26	NA
	VISTA BONITA CLARIFICATION NO.1	03.26.26	NA	03.26.26	NA



# Proposed Schedule

ID	Task Name	Duration	Start	Finish	Qtr 2	Qtr 3	Qtr 4	2026 Qtr 1
0	<b>25-10-016 City of Twin Falls - Vista Bonita Park</b>	<b>361 d</b>	<b>Mon 6/2/25</b>	<b>Wed 10/28/26</b>				
1	<b>Contract Phase</b>	<b>15 d</b>	<b>Mon 6/2/25</b>	<b>Fri 6/20/25</b>				
2	Contract Language Review	15 d	Mon 6/2/25	Fri 6/20/25				
3	PreConstruction Fee Review and Approval	4 d	Tue 6/10/25	Fri 6/13/25				
4	Receipt of Executed Contract	1 d	Fri 6/20/25	Fri 6/20/25				
5	<b>PreConstruction</b>	<b>208 d</b>	<b>Mon 7/21/25</b>	<b>Tue 5/12/26</b>				
6	Project Kick Off Meeting	1 d	Mon 7/21/25	Mon 7/21/25				
7	<b>Schematic Design Phase</b>	<b>41 d</b>	<b>Tue 11/18/25</b>	<b>Fri 1/16/26</b>				
8	Schematic Design Process	20 d	Tue 11/18/25	Tue 12/16/25				
9	<i>Owner Review/Approval of Schematic Design</i>	<i>0 d</i>	<i>Tue 12/16/25</i>	<i>Tue 12/16/25</i>	◆ 12/16			
10	CORE Receipt of Schematic Design	1 d	Wed 12/17/25	Wed 12/17/25				
11	Constructability Review	10 d	Thu 12/18/25	Fri 1/2/26				
12	Detail Quantity Take Off & Estimate	10 d	Mon 1/5/26	Fri 1/16/26				
13	<b>Design Development &amp; Construction Document Pha</b>	<b>87 d</b>	<b>Wed 12/17/25</b>	<b>Mon 4/20/26</b>				
14	Design Development Process	26 d	Wed 12/17/25	Fri 1/23/26				
15	City of Twin Falls Design Development Review	10 d	Mon 1/26/26	Fri 2/6/26				
16	<i>CORE Receipt of Design Development</i>	<i>0 d</i>	<i>Fri 1/23/26</i>	<i>Fri 1/23/26</i>	◆ 1/23			
17	Constructability Review	10 d	Mon 1/26/26	Fri 2/6/26				
18	<i>Owner Review/Approval of Design Development</i>	<i>0 d</i>	<i>Fri 2/6/26</i>	<i>Fri 2/6/26</i>	◆ 2/6			
19	Publication for Pre-Qualification	11 d	Fri 1/23/26	Fri 2/6/26				
20	Publication for Request for Proposal	10 d	Mon 2/9/26	Fri 2/20/26				
21	Plan Check Review Process	30 d	Mon 2/9/26	Fri 3/20/26				
22	Issue Addendum	1 d	Mon 3/23/26	Mon 3/23/26				
23	<i>Permit Approval</i>	<i>0 d</i>	<i>Mon 3/23/26</i>	<i>Mon 3/23/26</i>	◆			
24	Bid Phase	15 d	Tue 3/10/26	Mon 3/30/26				
25	<i>Bid Opening</i>	<i>0 d</i>	<i>Tue 3/31/26</i>	<i>Tue 3/31/26</i>				
26	Bid Descopes and GMP Prep/Submittal	7 d	Wed 4/1/26	Thu 4/9/26				
27	Submit GMP to City for Approval	3 d	Fri 4/10/26	Tue 4/14/26				
28	City Council Agenda	3 d	Wed 4/15/26	Fri 4/17/26				
29	City Council Approval	1 d	Mon 4/20/26	Mon 4/20/26				
30	<i>Notice to Proceed</i>	<i>0 d</i>	<i>Mon 4/20/26</i>	<i>Mon 4/20/26</i>				
31	Contract Execution	10 d	Tue 4/21/26	Mon 5/4/26				
32	Execute Subcontractor Contracts	6 d	Tue 5/5/26	Tue 5/12/26				

Baseline Milestone ◊      Task       Summary       Baseline   
 Baseline Summary       Milestone       Critical Tasks

ID	Task Name	Duration	Start	Finish	2026			
					Qtr 2	Qtr 3	Qtr 4	Qtr 1
33	<b>Construction Start</b>	<b>141 d</b>	<b>Wed 4/1/26</b>	<b>Fri 10/16/26</b>				
34	<b>Procurement</b>	<b>114 d</b>	<b>Wed 4/1/26</b>	<b>Wed 9/9/26</b>				
35	Procure Subcontractor Contracts	5 d	Tue 5/5/26	Mon 5/11/26				
36	<b>Procure Submittals</b>	<b>22 d</b>	<b>Wed 4/1/26</b>	<b>Thu 4/30/26</b>				
37	Submit Restroom Shop Drawings	10 d	Tue 4/21/26	Mon 5/4/26				
38	Submit Splashpad Shop Drawings/PD Package	20 d	Tue 4/21/26	Mon 5/18/26				
39	Submit Prefab Steel Structure Shop Drawings	20 d	Tue 4/21/26	Mon 5/18/26				
40	<i>Submittal Procurement Complete</i>	<i>2 d</i>	<i>Tue 5/19/26</i>	<i>Wed 5/20/26</i>				
41	<b>Submittal Review</b>	<b>84 d</b>	<b>Wed 4/15/26</b>	<b>Tue 8/11/26</b>				
42	Review Restroom Shop Drawings	10 d	Tue 5/5/26	Mon 5/18/26				
43	Review Splashpad Shop Drawings/PD Package	10 d	Tue 5/19/26	Tue 6/2/26				
44	Review Prefab Steel Structure Shop Drawings	10 d	Tue 5/19/26	Tue 6/2/26				
45	<i>Submittal Review Complete</i>	<i>0 d</i>	<i>Tue 6/2/26</i>	<i>Tue 6/2/26</i>				
46	<b>Procure Materials</b>	<b>80 d</b>	<b>Tue 5/19/26</b>	<b>Wed 9/9/26</b>				
47	Procure Restrooms	80 d	Tue 5/19/26	Wed 9/9/26				
48	Procure Splashpad Package	60 d	Wed 6/3/26	Tue 8/25/26				
49	Procure Prefab Steel Structure	40 d	Wed 6/3/26	Tue 7/28/26				
50	<i>Material Procurement Complete</i>	<i>0 d</i>	<i>Tue 7/28/26</i>	<i>Tue 7/28/26</i>				
59	<b>Rough Site Construction</b>	<b>89 d</b>	<b>Wed 4/8/26</b>	<b>Tue 8/11/26</b>				
60	<i>Mobilization</i>	<i>0 d</i>	<i>Mon 4/20/26</i>	<i>Mon 4/20/26</i>				
61	Establish Site Boundaries	1 d	Tue 4/21/26	Tue 4/21/26				
62	Private Utility Locate	1 d	Wed 4/22/26	Wed 4/22/26				
63	Temp Fence	1 d	Thu 4/23/26	Thu 4/23/26				
64	Install SWPPP Elements	1 d	Thu 4/23/26	Thu 4/23/26				
65	Make Safe MEP & Utilities	1 d	Tue 5/5/26	Tue 5/5/26				
66	Demolition	2 d	Wed 5/6/26	Thu 5/7/26				
67	Rough Grade Site	10 d	Fri 5/8/26	Thu 5/21/26				
68	Sewer	7 d	Fri 5/22/26	Tue 6/2/26				
69	Domestic Water	10 d	Fri 5/22/26	Fri 6/5/26				
70	Storm Drain	5 d	Mon 6/8/26	Fri 6/12/26				
71	Primary Power	2 d	Mon 6/15/26	Tue 6/16/26				
72	Secondary Power	3 d	Wed 6/17/26	Fri 6/19/26				
73	Irrigation Mainline	5 d	Mon 6/22/26	Fri 6/26/26				

Baseline Milestone Task Summary Baseline   
 Baseline Summary Milestone Critical Tasks



ID	Task Name	Duration	Start	Finish	2026		
					Qtr 2	Qtr 3	Qtr 4
74	<i>Rough Site Construction Complete</i>	0 d	Fri 6/26/26	Fri 6/26/26			
75	<b>Off-Site Construction</b>	26 d	Wed 4/8/26	Wed 5/13/26			
76	Layout Off-Site Elements	1 d	Wed 4/8/26	Wed 4/8/26			
77	Rough Grade Off-Site	5 d	Thu 4/9/26	Wed 4/15/26			
78	Offsite Work	20 d	Thu 4/16/26	Wed 5/13/26			
79	<i>Off-Site Construction Substantial Completion</i>	0 d	Wed 5/13/26	Wed 5/13/26			
80	<b>Finish Site Construction</b>	77 d	Wed 5/27/26	Fri 9/11/26			
81	Finish Grade	2 d	Mon 6/29/26	Tue 6/30/26			
82	Site Electrical	5 d	Wed 7/1/26	Tue 7/7/26			
83	Site Domestic Water	5 d	Mon 6/8/26	Fri 6/12/26			
84	Site Sewer	5 d	Wed 6/3/26	Tue 6/9/26			
85	Irrigation Sleeves & Laterals	15 d	Wed 7/1/26	Tue 7/21/26			
86	Curb & Gutter	10 d	Fri 7/3/26	Thu 7/16/26			
87	Sidewalks/Hardscape	15 d	Fri 7/17/26	Thu 8/6/26			
88	Set Restrooms	5 d	Thu 9/10/26	Wed 9/16/26			
89	Erect Prefab Structures	10 d	Fri 8/7/26	Thu 8/20/26			
90	Landscaping	20 d	Fri 8/7/26	Thu 9/3/26			
91	Site Amenities	2 d	Fri 9/4/26	Tue 9/8/26			
92	Grow In Period (Hydro Seed)	20 d	Fri 9/4/26	Fri 10/2/26			
93	Paving	2 d	Fri 9/4/26	Tue 9/8/26			
94	Stripe & Signage	2 d	Wed 9/9/26	Thu 9/10/26			
95	<i>Site Finishes Complete</i>	0 d	Thu 9/10/26	Thu 9/10/26			
96	<i>Site Complete</i>	0 d	Thu 9/10/26	Thu 9/10/26			
97	<i>Substantial Completion</i>	0 d	Fri 10/2/26	Fri 10/2/26			
98	Final Completion	10 d	Mon 10/5/26	Fri 10/16/26			
99	<b>Add Alt #1 - Dog Park</b>	77 d	Wed 7/1/26	Fri 10/16/26			
100	Install Irrigation System	5 d	Wed 7/1/26	Tue 7/7/26			
101	Install Concrete Mow Strip	2 d	Wed 7/8/26	Thu 7/9/26			
102	Install Pea Gravel	1 d	Fri 7/10/26	Fri 7/10/26			
103	Install Concrete Hardscape	3 d	Mon 7/13/26	Wed 7/15/26			
104	Install 16'x20' Shade Structure	4 d	Thu 7/16/26	Tue 7/21/26			
105	Install Chainlink Fencing & Gates	3 d	Wed 7/22/26	Fri 7/24/26			
106	Install Drinking Fountain	1 d	Mon 7/27/26	Mon 7/27/26			

Baseline Milestone Task Summary Baseline   
 Baseline Summary Milestone Critical Tasks

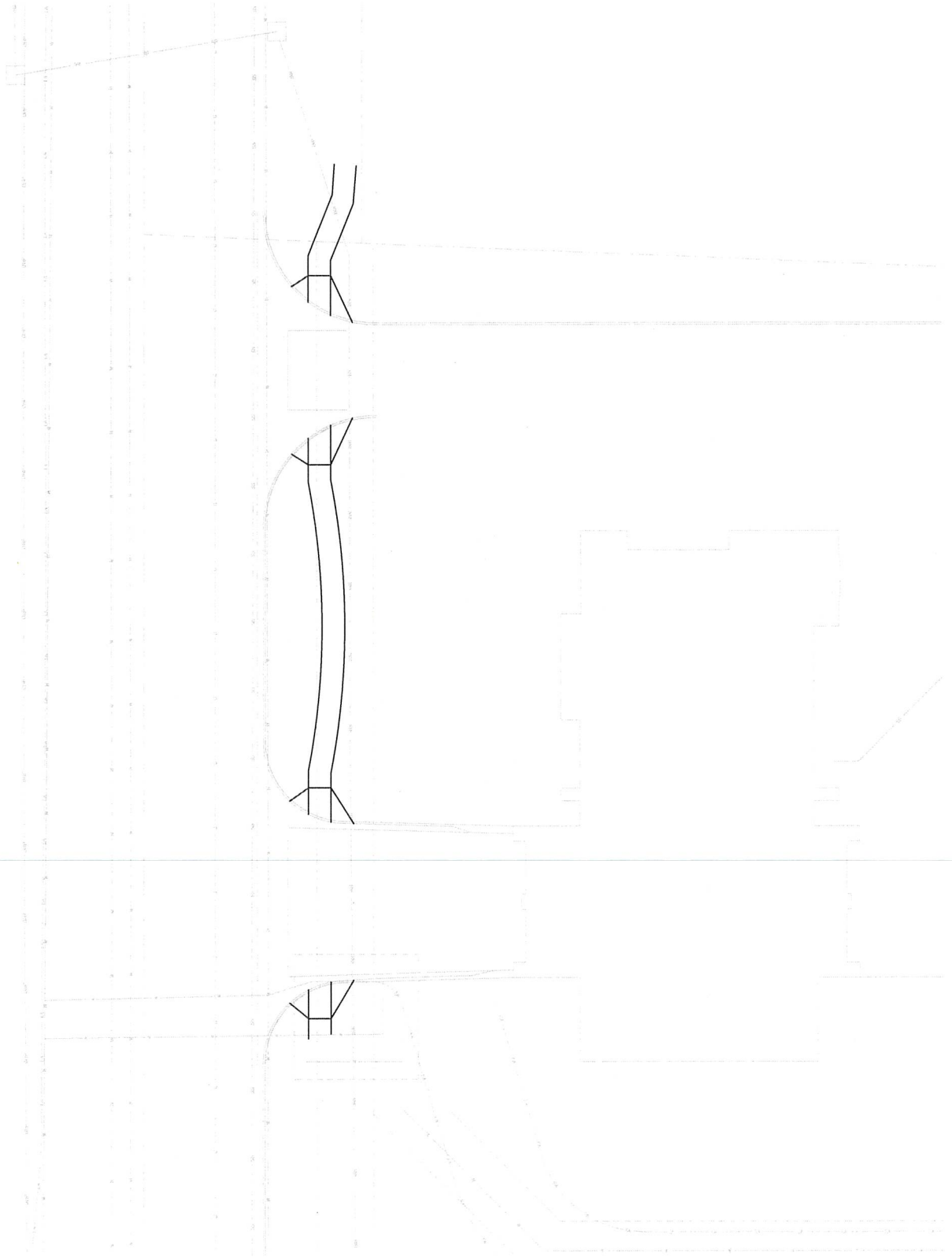


ID	Task Name	Duration	Start	Finish	2026			
					Qtr 2	Qtr 3	Qtr 4	Qtr 1
107	<i>Site Finishes Complete</i>	0 d	Thu 9/10/26	Thu 9/10/26				
108	<i>Substantial Completion</i>	0 d	Fri 10/2/26	Fri 10/2/26				
109	Final Completion	10 d	Mon 10/5/26	Fri 10/16/26				
110	<b>Add Alt #2 - Corn Hole</b>	<b>77 d</b>	<b>Wed 7/1/26</b>	<b>Fri 10/16/26</b>				
111	Install Irrigation System	3 d	Wed 7/1/26	Fri 7/3/26				
112	Install Concrete Mow Strip	2 d	Mon 7/6/26	Tue 7/7/26				
113	Install Synthetic Turg	5 d	Wed 7/8/26	Tue 7/14/26				
114	Install Concrete Hardscape	3 d	Wed 7/15/26	Fri 7/17/26				
115	Install 10'x18' Shade Structure	3 d	Mon 7/20/26	Wed 7/22/26				
116	<i>Site Finishes Complete</i>	0 d	Thu 9/10/26	Thu 9/10/26				
117	<i>Substantial Completion</i>	0 d	Fri 10/2/26	Fri 10/2/26				
118	Final Completion	10 d	Mon 10/5/26	Fri 10/16/26				
119	<b>Add Alt - Splash Pad</b>	<b>85 d</b>	<b>Wed 7/1/26</b>	<b>Wed 10/28/26</b>				
120	Install Splash Pad Drainage System	10 d	Wed 7/1/26	Tue 7/14/26				
121	Install Splash Pad System	20 d	Wed 7/15/26	Tue 8/11/26				
122	Install Concrete Hardscape	10 d	Wed 8/12/26	Tue 8/25/26				
123	Install Spray Pad Recirc System	10 d	Wed 8/26/26	Wed 9/9/26				
124	Landscaping Around Splash Pad Recirc System (Hydr	3 d	Thu 9/10/26	Mon 9/14/26				
125	Grow In Period (Hydroseed)	20 d	Tue 9/15/26	Mon 10/12/26				
126	Install Splash Pad Controls	15 d	Thu 9/10/26	Wed 9/30/26				
127	Install Decorative Metal Railing	10 d	Thu 10/1/26	Wed 10/14/26				
128	<i>Site Finishes Complete</i>	0 d	Wed 10/14/26	Wed 10/14/26				
129	<i>Substantial Completion</i>	0 d	Wed 10/14/26	Wed 10/14/26				
130	Final Completion	10 d	Thu 10/15/26	Wed 10/28/26				

Baseline Milestone ◊      Task       Summary       Baseline   
 Baseline Summary       Milestone       Critical Tasks



# Site Logistics Plan



**CORE**

**CORE**