CITY OF IDAHO FALLS, IDAHO
COUNCIL MEETING AGENDA
REGULAR MEETING

Thursday, March 27, 2014 **7:30 p.m.**

COUNCIL CHAMBERS
680 PARK AVENUE

The Mayor, City Council, and Staff welcome you to tonight's meeting. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided following the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item; therefore, the Mayor may exercise discretion in deciding if and when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business that is not on the agenda will be provided the opportunity to do so as provided in Item Number 3. Please note that City of Idaho Falls Council Meetings are live streamed at www.idahofallsidaho.gov and archived. Thank you for your interest in City Government.

1. **Call to Order and Roll Call.**

2. **Pledge of Allegiance.**

3. **Public Comment and Mayor's Response Time (Limit 15 Minutes)**: *For members of the Public to speak to the Council regarding matters NOT on the Agenda, not currently pending before the Planning Commission or Board of Adjustment; not the subject of a pending enforcement action; and not relative to a City personnel matter. Please state your name and address for the record and please limit remarks to three (3) minutes. Mayor and/or staff will respond to comments from previous meeting.*

4. **CONSENT AGENDA:** Any item will be removed from the Consent Agenda at the request of any member of the Council and that item will be considered separately later. Approval by roll call vote:

a. Items from the City Clerk:

1. Approval of Minutes from the March 10, 2014 Council Work Session, the March 13, 2014 Regular Council Meeting, and the March 14, 2014 Training/Orientation Meeting.

2. Approval of License Applications, all carrying the required approvals.

3. Council ratification for the publication of legal notices calling for public hearings on March 27, 2014.

b. Items from the Public Works Director:

1. Request for authorization to advertise to receive bids for the Elva Street Storm Drain Replacement, Yellowstone Avenue to Railroad Project.

2. Request for authorization to advertise to receive bids for the ADA Improvements on Yellowstone Avenue and Holmes Avenue (Fiscal Year 2015 44 ADA Ramps, Idaho Falls) Project.

3. Request for authorization to advertise to receive bids for the South Tourist Park Overlay Project.

c. Item from the Idaho Falls Power Director:

1. Request for authorization to prequalify potential bidders for work associated with fabrication of new runners and appurtenances at the Old Lower Plant. This project is a subset of the Old Lower Plant Upgrade and Rewind Project in the Capital Improvement Plan and in the Fiscal Year 2014 Budget.

ACTION: To approve all items on the Consent Agenda according to the recommendations presented.

5. **REGULAR AGENDA**:

A. **Public Works Director**:

1. **Tabulation and Award of Bid for Sunnyside Park Tennis Court Resurfacing**: On March 19, 2014, bids were received and opened for Sunnyside Park Tennis Court Resurfacing Project. A tabulation of the bid results is attached.

ACTION: To approve the plans and specifications for the Sunnyside Park Tennis Court Resurfacing Project; award to the lowest responsive, responsible bidder, Courts Unlimited in the amount of $21,743.00; and give authorization for the Mayor and City Clerk to execute the necessary contract documents (or take other action deemed appropriate).

2. **Tabulation and Award of Bid for Water Service Replacements – Bower Drive, 16th Street to 12th Street**: On March 19, 2014, bids were received and opened for Water Service Replacements – Bower Drive, 16th Street to 12th Street Project. A tabulation of the bid results is attached.

ACTION: To approve the plans and specifications for the Water Service Replacements – Bower Drive, 16th Street to 12th Street Project; award to the lowest responsive, responsible bidder, 3H Construction, LLC in the amount of $71,120.00; and, give authorization for the Mayor and City Clerk to execute the necessary contract documents (or take other action deemed appropriate).

3. **Tabulation and Award of Bid for Seal Coats – 2014 Project**: On March 19, 2014, bids were received for Seal Coats – 2014 Project. A tabulation of the bid results is attached.

ACTION: To approve the plans and specifications for the Seal Coats – 2014 Project; award the bid to the lowest responsive, responsible bidder, HK Contractors, Inc. in the amount of $150,216.16; and, give authorization for the Mayor and City Clerk to execute the necessary contract documents (or take other action deemed appropriate).

4. **Amendment to Variable Frequency Drive Feasibility Study (Task 7) with Murray, Smith and Associates**: This is a proposed Amendment to the existing Agreement with Murray, Smith and Associates, Inc. for a not-to-exceed amount of $58,050.00. This Amendment covers final design activities associated with upgrading booster pumps at Well 15 with variable frequency drives. The City Attorney has reviewed the original Agreement.

ACTION: To approve the Amendment to the existing Agreement with Murray, Smith and Associates, Inc. for a not-to-exceed amount of $58,050.00, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

5. **Idaho Transportation Department State/Local Agreement – School Vicinity ADA Ramps, Idaho Falls Project**: This is a State/Local Agreement with the Idaho Transportation Department and accompanying Resolution with respect to the School Vicinity ADA Ramps Project. This agreement requires City financial or in-kind contribution towards the entire project at a match rate of 7.36% for an estimated total of $21,400.00. This Agreement has been reviewed by the City Attorney.

ACTION: To adopt the Resolution providing for the Idaho Transportation Department State/Local Agreement for the School Vicinity ADA Ramps, Idaho Falls Project, approve the Agreement, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

B. **Municipal Services Director**:

1. **Tabulation and Award of Bid for Bid No. IF-14-11, New 2014 or Newer Cab and Chassis (Only) for Use as a Sewer Sludge Truck**: This is a bid for a New 2014 or Newer Cab and Chassis (Only) for Use as a Sewer Sludge Truck in the Public Works Division. It is the recommendation of the Municipal Services Division and the Public Works Division to accept the low bid.

ACTION: To accept the low bid of Rush Truck Center to furnish a New 2015 International Model No. 7400 6 X 4 Cab and Chassis (Only) for a total amount of $44,800.00 with Trade-In Unit No. 1154 (or take other action deemed appropriate).

2. **Tabulation and Award of Bid for Bid IF-14-15, Traffic Striping Paint**: This is a bid for Traffic Striping Paint for use by the Signing and Striping Department with the Public Works Division. It is the recommendation of the Municipal Services Division and the Public Works Division to accept the low bid.

ACTION: To accept the sole low bid of Ennis Paint to furnish the required Traffic Striping Paint for a lump sum total amount of $56,495.00 (or take other action deemed appropriate).

3. **CenturyLink Airport Parking Lot Lease Agreement**: This is a proposed Lease Agreement between the City of Idaho Falls and CenturyLink for City-owned property located at 1820 International Way. The City Attorney has prepared and approved the Lease Agreement. It is not anticipated that the property will be needed for public purpose during the term of this Agreement.

ACTION: To approve the Lease Agreement between the City of Idaho Falls and CenturyLink for City-owned property located at 1820 International Way and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

4. **Highland Park Property Donation**: This is a proposed Quitclaim Deed from Park Village Development Company and AEI, LLC, for a donation of property located in the Highland Park Addition. Said Agreement has been prepared and approved by the City Attorney.

ACTION: To approve the Quitclaim Deed from Park Village Development Company and AEI, LLC accepting the donation of property located in the Highland Park Addition (or take other action deemed appropriate).

5. **INSURSERV PROPERTIES, LLC Parking Lot Lease Agreement**: This is a proposed Lease Agreement between the City of Idaho Falls and INSURSERV PROPERTIES, LLC for City-owned property located at 1465 North Skyline Drive (Activity Center). The City Attorney has prepared and approved the Lease Agreement. It is not anticipated that the property will be needed for public purpose during the term of this Agreement.

ACTION: To approve the Lease Agreement between the City of Idaho Falls and INSURSERV PROPERTIES, LLC for City-owned property located at 1465 North Skyline Drive (Activity Center) and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

6. **Tabulation and Award of Bid for Bid IF-14-06, Furnishing and Installing a Comprehensive Radio Frequency Identification (RFID) System**: City Council awarded Section I and Section II of the subject bid on December 19, 2013 to Tech Logic Corporation. Following the award of said bid, it was determined that the vendor did not include all of the computer equipment in the bid totals. It is the recommendation of the Municipal Services Division and the Library to reject the bid from Tech Logic Corporation and award to the next lowest responsive, responsible bidder.

ACTION: To reject the bid from Tech Logic for Section I and Section II for the Radio Frequency Identification (RFID) System; to award the bid for Section I (In Desk Checkout Stations) to Sirsi Corporation in the amount of $39,115.50; and, to award the bid for Section II (Self-Contained Stand-Alone Stations) to 3M Library Systems in the amount of $25,838.00 (or take other action deemed appropriate).

C. **Idaho Falls Power Director**:

1. **Tabulation and Award of Bid for the 2014 Underground Conductor Project**: Over the past several years, Idaho Falls Power has been working to replace direct bury cable in areas where frequent outages have been experienced. This year, approximately 12,757 feet of conduit and new cable will be placed in the Coachman, Hartert, and Vega Circle Subdivisions. This project is in the Capital Improvement Plan and in the Fiscal Year 2014 Budget.

ACTION: To approve the plans and specifications for the 2014 Underground Conductor Project; to accept the low bid provided by K/M Service Company for the base bid amount of $142,750.83; and, give authorization for the Mayor and City Clerk to execute the necessary contract documents (or take other action deemed appropriate).

2. **Tabulation and Award of Bid for Old Lower Plant Stop Log Construction Project**: Stop logs are steel structures used in the dewatering of the Old Lower Power Plant to facilitate upgrades at the Old Lower Power Plant. This project is a subset of the Old Lower Plant Upgrade and Rewind Project in the Capital Improvement Plan and in the Fiscal Year 2014 Budget.

ACTION: To approve the plans and specifications for the Old Lower Plant Stop Log Construction Project; to accept the low bid submitted by Intermountain Erectors for the base bid amount of $125,848.00; and give authorization for the Mayor and City Clerk to execute the necessary contract documents (or take other action deemed appropriate).

3. **Tabulation and Award of Bid for Phase 2 of the Parking Lot Resurface Project**: This project involves resurfacing approximately half of the parking lot/yard at the Idaho Falls Administration Building. The project is in the Capital Improvement Plan and in the Fiscal Year 2014 Budget. Phase 1 was completed in 2013.

ACTION: To approve the plans and specifications for Phase 2 of the Parking Lot Resurface Project; to accept the low bid submitted by HK Contractors, Inc. for the base bid amount of $70,982.60; and give authorization for the Mayor and City Clerk to execute the necessary contract documents (or take other action deemed appropriate).

D. **Human Resources Director**:

1. **Adoption of Updated Personnel Policy**: The updated Personnel Policy improves the alignment of personnel policies with City practices, federal and local laws. This updated Personnel Policy has been reviewed with legal counsel.

ACTION: To adopt the Updated Personnel Policy as recommended.

6. **Public Hearing – Annexation with Initial Zoning of RMH, Final Plat, Annexation Agreement, Conditional Use Permit and Reasoned Statement of Relevant Criteria and Standards – Yellowstone RV Park**: This is a request for annexation with initial zoning of RMH, Final Plat, Conditional Use Permit, Annexation Agreement, Annexation Ordinance, and Reasoned Statement of Relevant Criteria and Standards for Yellowstone RV Park. The property is located south and adjacent to Yellowstone Highway and west of Woodruff Avenue. The Planning Commission considered this request at its September 17, 2013 Meeting and recommended approval with the conditions that the site plan be modified to better accommodate parking in the southeast corner of the site, to show the office building in compliance with setback requirements, and to modify the plat to include a 15-foot wide easement along the northern property boundary. These changes have all been made to the plans. Since the Planning Commission Meeting, the Idaho Transportation Department has submitted a letter to staff referencing their concerns about the proposed access to the site. Their letter is included with this memorandum.

ACTION: Conduct the public hearing for the annexation, with the following recommendations, in sequential order:

a. To approve the Annexation Agreement for Yellowstone RV Park and, further, give authorization for the Mayor and City Clerk to execute the documents.

b. To approve the Ordinance under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary, or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance, or take such other action deemed appropriate.

c. To establish the initial zoning for Yellowstone RV Park as RMH (Residential Mobile Home) as presented, that the comprehensive plan be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, zoning and amendment to the comprehensive plan on the comprehensive plan and zoning maps located in the Planning Office.

d. To accept the Final Plat entitled Yellowstone RV Park and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.

e. To approve the Conditional Use Permit for a travel trailer court which is in compliance with all requirements of the Zoning Ordinance, on the condition that the applicant can obtain all necessary permits from the Idaho Transportation Department.

f. To approve the Reasoned Statement of Relevant Criteria and Standards for Yellowstone RV Park and give authorization for the Mayor to execute the necessary documents, or take other action deemed appropriate.

7. **Fiscal Year 2014 Community Development Block Grant Project and Activities Applications:** Attached is a list of projects and activities submitted by application for Fiscal Year 2014 Community Development Block Grant (CDBG) funding totaling $477,431.95, including administration costs. This year's grant allocation from Housing and Urban Development (HUD) is $342,373.00, a 5.27% decrease in funding from Fiscal Year 2013. This public hearing will provide applicants the opportunity to provide a brief explanation of their projects. A 30-day public comment period will start on March 28, 2014, and end on April 27, 2014. Although the public hearing and comment period were conducted previously, because HUD extended the deadline for submittal of Annual Action Plans pending allocation of grant funding, the hearing and comment period must be redone.

ACTION: No action required at this time.

Motion to Adjourn.

If you need communication aids or services or other physical accommodations to participate or access this meeting or program of the City of Idaho Falls, you may contact City Clerk Rosemarie Anderson at Telephone Number 612-8414 or the ADA Coordinator Lisa Farris at Telephone Number 612-8323 as soon as possible and they will make every effort to adequately meet your needs.

CONSENT AGENDA:

City of Idaho Falls
PUBLIC WORKS DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405
www.idahofallsidaho.gov

MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: March 21, 2014

Subject: **BID AUTHORIZATION – ELVA STREET STORM DRAIN REPLACEMENT, YELLOWSTONE AVENUE TO RAILROAD**

Public Works requests authorization to advertise to receive bids for the Elva Street Storm Drain Replacement, Yellowstone Avenue to Railroad project.

Respectfully,

Chris H Fredericksen

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

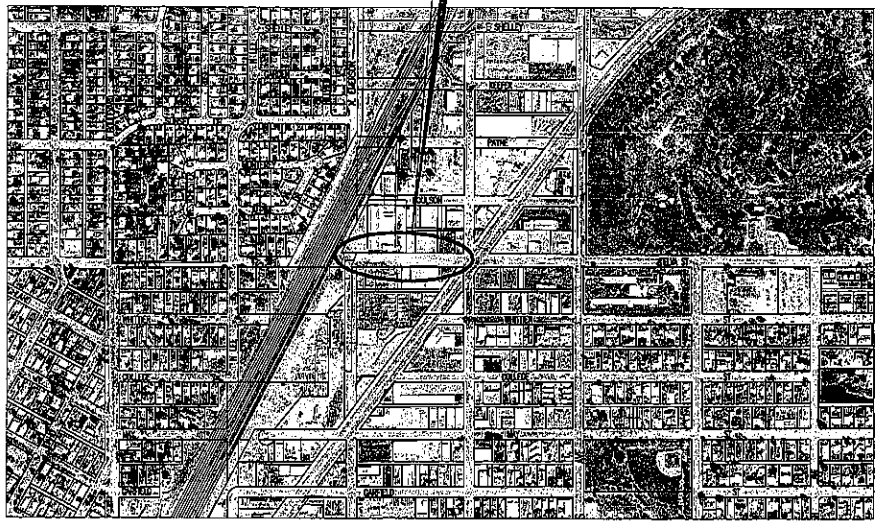
c: Mayor
Council
Fugal

2-38-18-1-SDN-2014-27

2014-28

ELVA ST STORM DRAIN REPLACEMENT
YELLOWSTONE TO RAILROAD
PROJECT # 2-38-18-1-SDN-2014-27

PROJECT LOCATION



REVIEWED BY: SEWER DEPARTMENT

DATE:

MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
MICHAEL A. LEHTO
ED MAROHN
SHARON D. PARRY
DEE DAVID WHITTIER

CITY ENGINEERING DEPARTMENT

CITY PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

CITY ENGINEER
KENT J. FUGAL, P.E., PTOE

2014

AS BUILT:

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

CITY OF IDAHO FALLS

ENGINEERING DEPARTMENT

ELVA ST STORM DRAIN REPLACEMENT
YELLOWSTONE TO RAILROAD
TITLE PAGE

DSN BY: Y.G.	DWN BY:	CHK BY: G.C.	APP BY: G.C.
FILE NO. 2-38-18-1-SDN-2014-27		DATE PLOTTED 3-10-14	SHEET NO. 1 OF 4
DWG NO. Titlepge			

City of Idaho Falls
PUBLIC WORKS DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405
www.idahofallsidaho.gov

MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: March 21, 2014

Subject: **BID AUTHORIZATION – ADA IMPROVEMENTS ON YELLOWSTONE AVENUE AND HOLMES AVENUE (FY 15 44 ADA RAMPS, IDAHO FALLS)**

Public Works requests authorization to advertise to receive bids for the ADA Improvements on Yellowstone Avenue and Holmes Avenue project.

Respectfully,

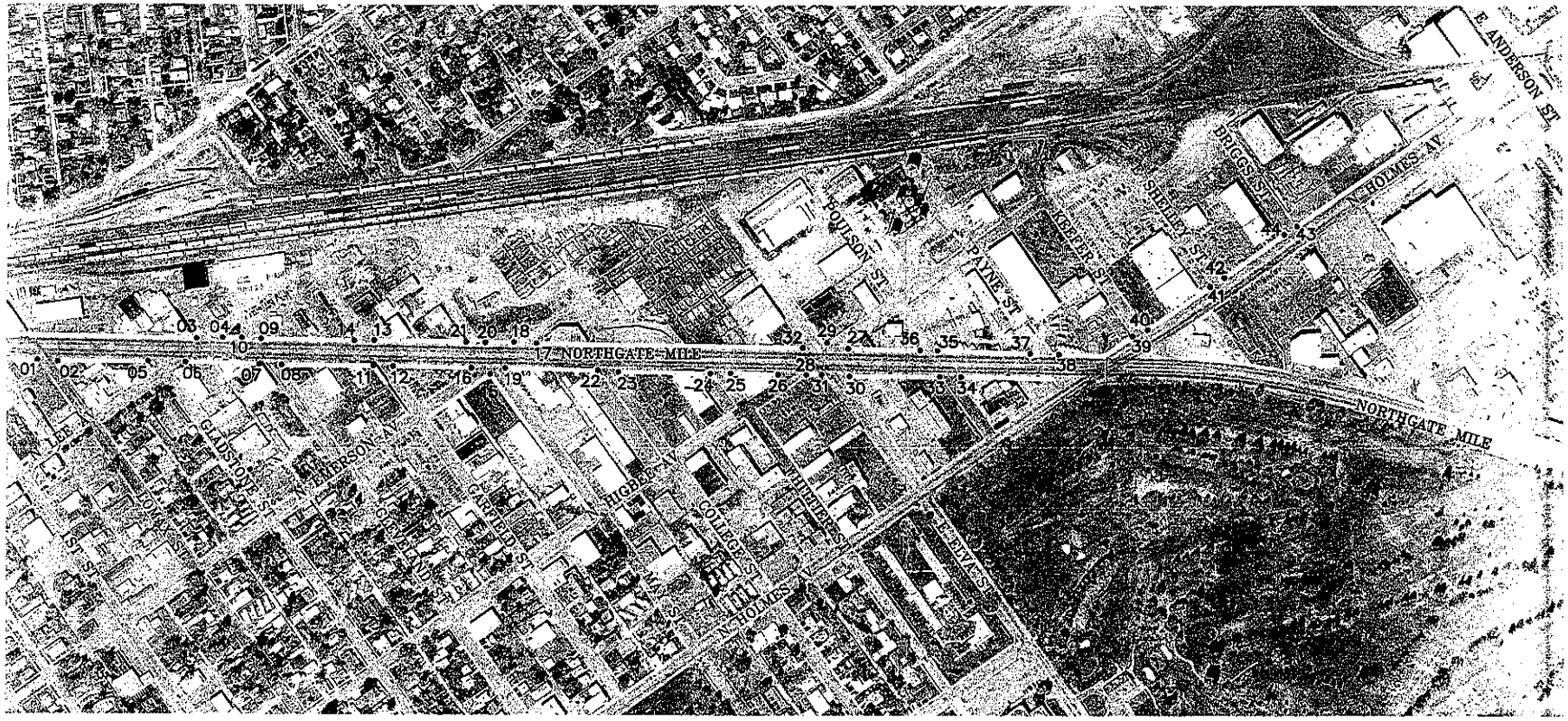
Chris H Fredericksen, P.E.
Public Works Director

CF:jk

c: Mayor
Council
Fugal

0-00-00-0-STR-2012-34

2014-29



Locations (include RAMP_ID value from ITD ADA Transition Plan or cross-street)	
1	US 20/Lomax SE
2	US 20/Lomax NE
3	US 20/Lee D6_01540 SW
4	US 20/Lee D6_01539 NW
5	US 20/Gladstone D6_01506 SE
6	US 20/Gladstone D6_01505 NE
7	US 20/Cleveland D6_01507 SE
8	US 20/Cleveland D6_01508 NE
9	US 20/Cleveland D6_01537 NW
10	US 20/Cleveland D6_01538 SW
11	US 20/Garfield D6_01509 SE
12	US 20/Garfield D6_01510 NE
13	US 20/Garfield D6_01535 NW
14	US 20/Garfield D6_01536 SW
15	US 20/Emerson D6_01511 SE
16	US 20/Emerson D6_01512 SE
17	US 20/Emerson D6_01531 NW
18	US 20/Emerson D6_01532 SW
19	US 20/May D6_01513 NE
20	US 20/May D6_01533 NW
21	US 20/May D6_01534 SW
22	US 20/College D6_01514 SE
23	US 20/College D6_01515 NE
24	US 20/Whittier D6_01516 SE
25	US 20/Whittier D6_01517 NE
26	US 20/N Higbee D6_01518 SE
27	US 20/N Higbee D6_01528 NW
28	US 20/N Higbee D6_01519 NE
29	US 20/N Higbee D6_01529 SW
30	US 20/Elva D6_01521 NE
31	US 20/Elva D6_01520 SE
32	US 20/Elva D6_01530 SW
33	US 20/Poulsen D6_01522 SE
34	US 20/Poulsen D6_01523 NE
35	US 20/Poulsen D6_01526 NW
36	US 20/Poulsen D6_01527 SW
37	US 20/Payne SW
38	US 20/Payne NW
39	US 20/Keefer D6_01609 SW
40	US 20/Keefer D6_01608 NW
41	US 20/E Shelly D6_01607 SW
42	US 20/E Shelly D6_01606 NW
43	US 20/Briggs D6_01604 NW
44	US 20/Briggs D6_01605 SW

ADA RAMP IMPROVEMENTS
NORTHGATE MILE (YELLOWSTONE AVE)
AND N HOLMES AVE

SCALE:
1"=400' HOR.

2004 CITY OF
IDAHO FALLS CONTROL

NOTE

1. CAUTION MUST BE USED WHEN EXCAVATING IN THIS AREA. CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. CALL 811 FOR LOCATE.

LEGEND

•XX PROPOSED ADA RAMP

EXISTING SIDEWALK

NOTE:

RETAIN & PROTECT ALL UTILITIES UNLESS SHOWN OTHERWISE.

City of Idaho Falls
PUBLIC WORKS DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405
www.idahofallsidaho.gov

MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: March 21, 2014

Subject: **BID AUTHORIZATION – SOUTH TOURIST PARK OVERLAY**

Public Works requests authorization to advertise to receive bids for the South Tourist Park Overlay project.

Respectfully,

Chris H Fredericksen

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

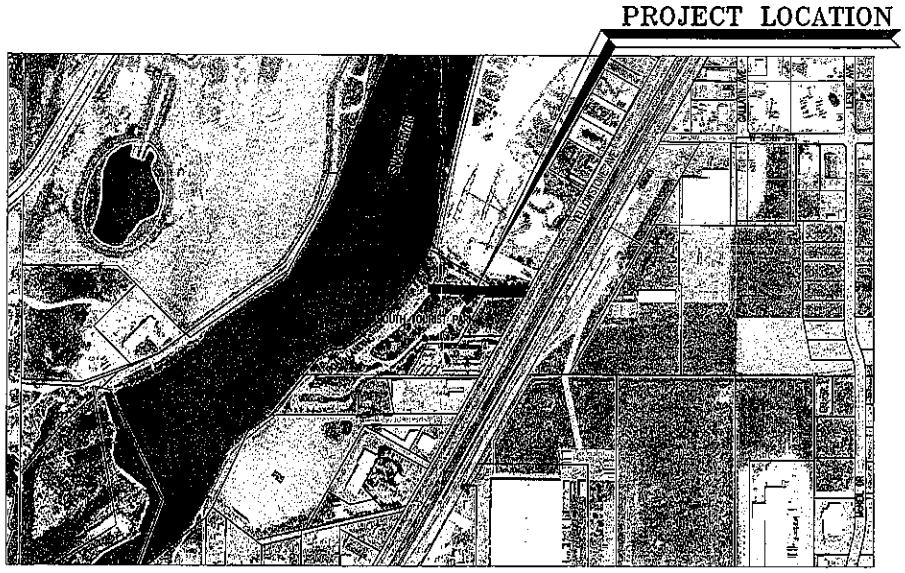
c: Mayor
Council
Fugal
Weitzel

2-37-25-3-PRK-2014-38

2014-27

SOUTH TOURIST PARK OVERLAY

PROJECT # 2-37-25-3-PRK-2014-38



REVIEWED BY: PARKS DEPARTMENT

DATE:

PROFESSIONAL ENGINEER REGISTERED STATE OF IDAHO 9247 KENT J. FUGAL

CONSTRUCTION PRELIMINARY

MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
MICHAEL A. LEHTO
ED MAROHN
SHARON D. PARRY
DEE DAVID WHITTIER

CITY ENGINEERING DEPARTMENT

CITY PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

CITY ENGINEER
KENT J. FUGAL, P.E., PTOE

2014

AS BUILT:

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

CITY OF IDAHO FALLS

ENGINEERING DEPARTMENT

SOUTH TOURIST PARK OVERLAY TITLE SHEET

CHK BY:	Y.C.	DES BY:	G.C.	DWN BY:	G.C.
FILE NO. 2-37-25-3-PRK-2014-38			DATE PLOTTED: 3-20-14	SHEET NO. 1 OF XX	
DWG NO. Titlepge					

Idaho Falls Power

A Division of the City of Idaho Falls *"A community with its own kind of energy"*

Reliable Public Power Provider

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jackie Flowers, General Manager

DATE: March 20, 2014

Re: Consent Agenda – Old Lower Plant Runner

Idaho Falls Power respectfully requests authorization to prequalify potential bidders for work associated with fabrication of new runners and appurtenances at the Old Lower Plant. This project is a subset of the Old Lower Plant Upgrade and Rewind Project in the Capital Improvement Plan and in the FY14 budget.

JRF/574

C: City Clerk
City Attorney
Municipal Services
File

PO Box 50220
140 S Capital
Idaho Falls ID 83405

Phone: 208-612-8430
Fax: 208-612-8435
www.ifpower.org

REGULAR AGENDA:

City of Idaho Falls
PUBLIC WORKS DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405
www.idahofallsidaho.gov

MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: March 21, 2014

Subject: **BID AWARD – SUNNYSIDE PARK TENNIS COURT RESURFACING**

On March 19, 2014, bids were received and opened for Sunnyside Park Tennis Court Resurfacing project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Courts Unlimited, in an amount of $21,743.00 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

Chris H Fredericksen

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal
Weitzel

2-38-28-3-PRK-2014-18

2014-24

City of Idaho Falls

Engineering Department

Bid Tabulation

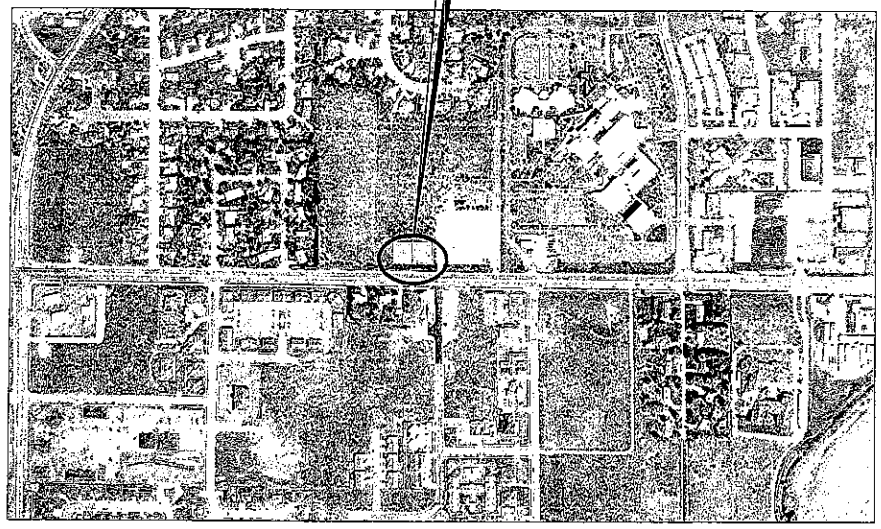
Project..... Sunnyside Park Tennis Court Resurfacing *Number*..... 2-38-28-3-PRK-2014-18

Submitted Kent J. Fugal *Date*..... March 20, 2014

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Courts Unlimited		Renner Sport Surfaces		Koch's Tennis Court Service		CR Clark Construction, LLC	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
	SPECIAL PROVISIONS												
SP - 1	Resurface Tennis Court	1	L.S.	$27,000.00	$27,000.00	$ 14,792.00	$ 14,792.00	$ 18,813.00	$ 18,813.00	$ 21,825.00	$ 21,825.00	$ 29,812.00	$ 29,812.00
SP - 2	Minor Crack Repair	350	L.F.	$3.00	$1,050.00	$ 4.41	$ 1,543.50	$ 4.00	$ 1,400.00	$ 1.50	$ 525.00	$ 4.50	$ 1,575.00
SP - 3	Major Crack Repair	250	L.F.	$14.00	$3,500.00	$ 21.63	$ 5,407.50	$ 10.88	$ 2,720.00	$ 20.00	$ 5,000.00	$ 12.37	$ 3,092.50
	TOTAL				$31,550.00		$21,743.00		$22,933.00		$27,350.00		$34,479.50

SUNNYSIDE PARK
TENNIS COURT RESURFACING
PROJECT # 2-38-28-3-PRK-2014-18

PROJECT LOCATION



REVIEWED BY: PARKS DEPARTMENT

DATE: 2/11/14

PROFESSIONAL ENGINEER REGISTERED 2/27/2014 9247 STATE OF IDAHO KENT J. FUGAL

MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
MICHAEL A. LEHTO
ED MAROHN
SHARON D. PARRY
DEE DAVID WHITTIER

CITY ENGINEERING DEPARTMENT

CITY PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

CITY ENGINEER
KENT J. FUGAL, P.E., PTOE

2014

AS BUILT:

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

CITY OF IDAHO FALLS

ENGINEERING DEPARTMENT

SUNNYSIDE PARK
TENNIS COURT RESURFACING

CKD BY:	K.J.F.	DWG BY:	Y.G.	DWN BY:	Y.G.
FILE NO. 2-38-28-3-PRK-2014-18		DATE PLOTTED	2-11-14	SHEET NO.	1 OF 2
DWG NO. Titlepge					

City of Idaho Falls
PUBLIC WORKS DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405
www.idahofallsidaho.gov

MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: March 21, 2014

Subject: **BID AWARD – WATER SERVICE REPLACEMENTS – BOWER DRIVE, 16TH STREET TO 12TH STREET**

On March 19, 2014, bids were received and opened for Water Service Replacements – Bower Drive, 16th Street to 12th Street project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, 3H Construction, LLC, in an amount of $71,120.00 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

Chris H Fredericksen

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

2-38-20-4-WTR-2014-22

2014-25

City of Idaho Falls

Engineering Department

Bid Tabulation

Project..... Water Service Replacements - Bower Dr 16th St to 12th St

Number..... 2-38-20-4-WTR-2014-22

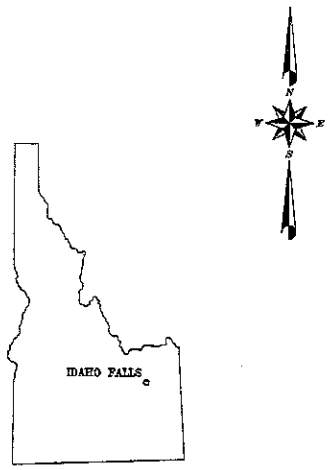
Submitted..... Kent J. Fugal

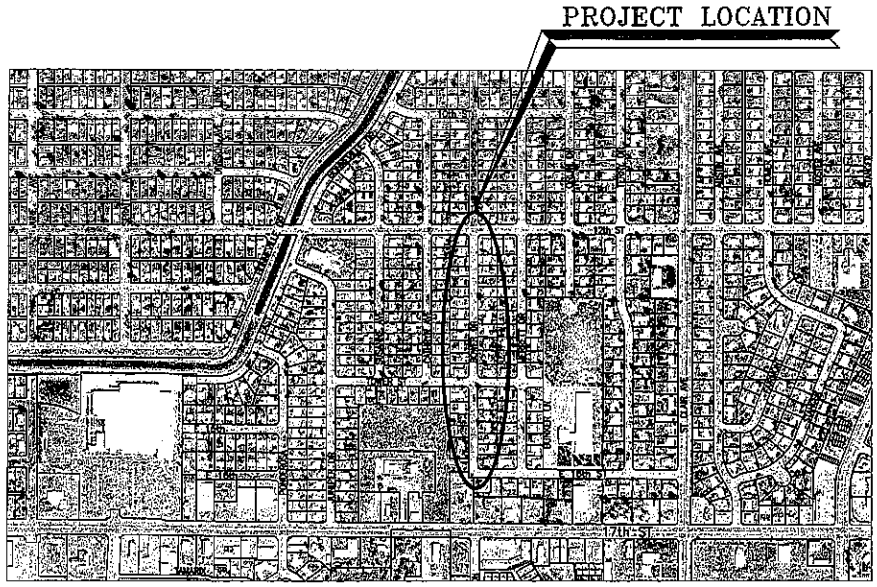
Date..... March 20, 2014

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		3H Construction, LLC		TMC Contractors, Inc.		DePatco		HK Contractors, Inc.		Eagle Rock Timber, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
	SPECIAL PROVISIONS														
SP - 1	Replace Water Service at 1293 16th St.	1	L.S.	$2,000.00	$2,000.00	$2,280.00	$2,280.00	$3,750.00	$3,750.00	$4,756.00	$4,756.00	$3,650.00	$3,650.00	$5,000.00	$5,000.00
SP - 2	Replace Water Service at 1565 Bower Dr.	1	L.S.	$1,700.00	$1,700.00	$2,280.00	$2,280.00	$2,910.00	$2,910.00	$4,062.00	$4,062.00	$3,650.00	$3,650.00	$5,000.00	$5,000.00
SP - 3	Replace Water Service at 1530 Bower Dr.	1	L.S.	$2,600.00	$2,600.00	$2,450.00	$2,450.00	$4,150.00	$4,150.00	$4,062.00	$4,062.00	$5,550.00	$5,550.00	$5,000.00	$5,000.00
SP - 4	Replace Water Service at 1535 Bower Dr.	1	L.S.	$1,700.00	$1,700.00	$2,280.00	$2,280.00	$2,910.00	$2,910.00	$3,812.00	$3,812.00	$3,650.00	$3,650.00	$5,000.00	$5,000.00
SP - 5	Replace Water Service at 1510 Bower Dr.	1	L.S.	$2,600.00	$2,600.00	$2,450.00	$2,450.00	$4,150.00	$4,150.00	$4,125.00	$4,125.00	$5,550.00	$5,550.00	$5,000.00	$5,000.00
SP - 6	Replace Water Service at 1485 Bower Dr.	1	L.S.	$1,700.00	$1,700.00	$2,280.00	$2,280.00	$2,910.00	$2,910.00	$2,812.00	$3,812.00	$3,650.00	$3,650.00	$5,000.00	$5,000.00
SP - 7	Replace Water Service at 1480 Bower Dr.	1	L.S.	$2,900.00	$2,900.00	$2,450.00	$2,450.00	$4,465.00	$4,465.00	$4,314.00	$4,314.00	$5,550.00	$5,550.00	$5,000.00	$5,000.00
SP - 8	Replace Water Service at 1460 Bower Dr.	1	L.S.	$2,600.00	$2,600.00	$2,450.00	$2,450.00	$4,150.00	$4,150.00	$4,062.00	$4,062.00	$5,550.00	$5,550.00	$5,000.00	$5,000.00
SP - 9	Replace Water Service at 1465 Bower Dr.	1	L.S.	$1,700.00	$1,700.00	$2,280.00	$2,280.00	$2,910.00	$2,910.00	$4,002.00	$4,002.00	$3,650.00	$3,650.00	$5,000.00	$5,000.00
SP - 10	Replace Water Service at 1440 Bower Dr.	1	L.S.	$2,600.00	$2,600.00	$2,450.00	$2,450.00	$4,150.00	$4,150.00	$4,062.00	$4,062.00	$5,550.00	$5,550.00	$5,000.00	$5,000.00
SP - 11	Replace Water Service at 1290 Tower St.	1	L.S.	$1,700.00	$1,700.00	$2,280.00	$2,280.00	$2,910.00	$2,910.00	$3,812.00	$3,812.00	$3,650.00	$3,650.00	$5,000.00	$5,000.00
SP - 12	Replace Water Service at 1275 Tower St.	1	L.S.	$2,600.00	$2,600.00	$2,450.00	$2,450.00	$4,152.00	$4,152.00	$4,065.00	$4,065.00	$5,550.00	$5,550.00	$5,000.00	$5,000.00
SP - 13	Replace Water Service at 1295 Tower St.	1	L.S.	$2,000.00	$2,000.00	$2,280.00	$2,280.00	$3,225.00	$3,225.00	$4,065.00	$4,065.00	$3,650.00	$3,650.00	$5,000.00	$5,000.00
SP - 14	Replace Water Service at 1380 Bower Dr.	1	L.S.	$2,600.00	$2,600.00	$2,450.00	$2,450.00	$4,150.00	$4,150.00	$4,062.00	$4,062.00	$5,550.00	$5,550.00	$5,000.00	$5,000.00
SP - 15	Replace Water Service at 1385 Bower Dr.	1	L.S.	$1,700.00	$1,700.00	$2,280.00	$2,280.00	$2,910.00	$2,910.00	$4,317.00	$4,317.00	$3,650.00	$3,650.00	$5,000.00	$5,000.00
SP - 16	Replace Water Service at 1350 Bower Dr.	1	L.S.	$2,600.00	$2,600.00	$2,450.00	$2,450.00	$4,152.00	$4,152.00	$4,567.00	$4,567.00	$5,550.00	$5,550.00	$5,000.00	$5,000.00
SP - 17	Replace Water Service at 1335 Bower Dr.	1	L.S.	$1,700.00	$1,700.00	$2,280.00	$2,280.00	$2,910.00	$2,910.00	$4,812.00	$4,812.00	$3,650.00	$3,650.00	$5,000.00	$5,000.00
SP - 18	Replace Water Service at 1330 Bower Dr.	1	L.S.	$2,600.00	$2,600.00	$2,450.00	$2,450.00	$4,150.00	$4,150.00	$4,062.00	$4,062.00	$5,550.00	$5,550.00	$5,000.00	$5,000.00
SP - 19	Replace Water Service at 1315 Bower Dr.	1	L.S.	$1,700.00	$1,700.00	$2,280.00	$2,280.00	$2,910.00	$2,910.00	$4,812.00	$4,812.00	$3,650.00	$3,650.00	$5,000.00	$5,000.00
SP - 20	Replace Water Service at 1310 Bower Dr.	1	L.S.	$2,600.00	$2,600.00	$2,450.00	$2,450.00	$4,150.00	$4,150.00	$4,062.00	$4,062.00	$5,550.00	$5,550.00	$5,000.00	$5,000.00
SP - 21	Replace Water Service at 1305 Bower Dr.	1	L.S.	$1,700.00	$1,700.00	$2,280.00	$2,280.00	$2,910.00	$2,910.00	$4,812.00	$4,812.00	$3,650.00	$3,650.00	$5,000.00	$5,000.00
SP - 22	Replace Water Service at 1300 Bower Dr.	1	L.S.	$2,600.00	$2,600.00	$2,450.00	$2,450.00	$4,150.00	$4,150.00	$4,062.00	$4,062.00	$5,550.00	$5,550.00	$5,000.00	$5,000.00
SP - 23	Replace Water Service at 1280 Bower Dr.	1	L.S.	$2,600.00	$2,600.00	$2,450.00	$2,450.00	$4,150.00	$4,150.00	$4,062.00	$4,062.00	$5,550.00	$5,550.00	$5,000.00	$5,000.00
SP - 24	Replace Water Service at 1285 Bower Dr.	1	L.S.	$1,700.00	$1,700.00	$2,280.00	$2,280.00	$2,910.00	$2,910.00	$4,812.00	$4,812.00	$3,650.00	$3,650.00	$5,000.00	$5,000.00
SP - 25	Replace Water Service at 1270 Bower Dr.	1	L.S.	$2,600.00	$2,600.00	$2,450.00	$2,450.00	$4,150.00	$4,150.00	$4,567.00	$4,567.00	$5,550.00	$5,550.00	$5,000.00	$5,000.00
SP - 26	Replace Water Service at 1245 Bower Dr.	1	L.S.	$1,700.00	$1,700.00	$2,280.00	$2,280.00	$2,910.00	$2,910.00	$4,812.00	$4,812.00	$3,650.00	$3,650.00	$5,000.00	$5,000.00
SP - 27	Replace Water Service at 1230 Bower Dr.	1	L.S.	$2,600.00	$2,600.00	$2,450.00	$2,450.00	$4,150.00	$4,150.00	$4,567.00	$4,567.00	$5,550.00	$5,550.00	$5,000.00	$5,000.00
SP - 28	Replace Water Service at 1225 Bower Dr.	1	L.S.	$1,700.00	$1,700.00	$2,280.00	$2,280.00	$2,910.00	$2,910.00	$3,812.00	$3,812.00	$3,650.00	$3,650.00	$5,000.00	$5,000.00
SP - 29	Replace Water Service at 1220 Bower Dr.	1	L.S.	$2,600.00	$2,600.00	$2,450.00	$2,450.00	$4,150.00	$4,150.00	$4,062.00	$4,062.00	$5,550.00	$5,550.00	$5,000.00	$5,000.00
SP - 30	Replace Water Service at 1200 Bower Dr.	1	L.S.	$2,600.00	$2,600.00	$2,450.00	$2,450.00	$4,150.00	$4,150.00	$4,567.00	$4,567.00	$3,650.00	$5,550.00	$5,000.00	$5,000.00
	TOTAL				$66,300.00		$71,120.00		$108,614.00		$127,840.00		$139,900.00		$150,000.00

WATER SERVICE LINE REPLACEMENT – BOWER DR 16th TO 12th ST

PROJECT # 2-38-20-4-WTR-2014-22





REVIEWED BY: WATER DEPARTMENT

DATE: 2-11-14

PROFESSIONAL ENGINEER REGISTERED 2/27/2014 9247 STATE OF IDAHO KENT J. FUGAL

MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
MICHAEL A. LEHTO
ED MAROHN
SHARON D. PARRY
DEE DAVID WHITTIER

CITY ENGINEERING DEPARTMENT

CITY PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

CITY ENGINEER
KENT J. FUGAL, P.E., PTOE

2014

AS BUILT:

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

CITY OF IDAHO FALLS

ENGINEERING DEPARTMENT

WATER SERVICE LINE REPLACEMENT – BOWER DR 16th TO 12th ST

CHK BY: K.J.F.	DWG BY: Y.G.	DWN BY: Y.G.	
FILE NO. 2-38-20-4-WTR-2014-22	DATE PLOTTED: 2-11-14	SHEET NO. 1 OF 5	
DWG NO. Titlepge			

City of Idaho Falls
PUBLIC WORKS DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405
www.idahofallsidaho.gov

MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: March 21, 2014

Subject: **BID AWARD – SEAL COATS - 2014**

On March 19, 2014, bids were received and opened for Seal Coats – 2014 project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, HK Contractors, Inc., in an amount of $150,216.16 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

Chris H Fredericksen

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

0-00-00-0-STR-2014-03

2014-26

City of Idaho Falls

Engineering Department

Bid Tabulation

Project..... Seal Coats - 2014

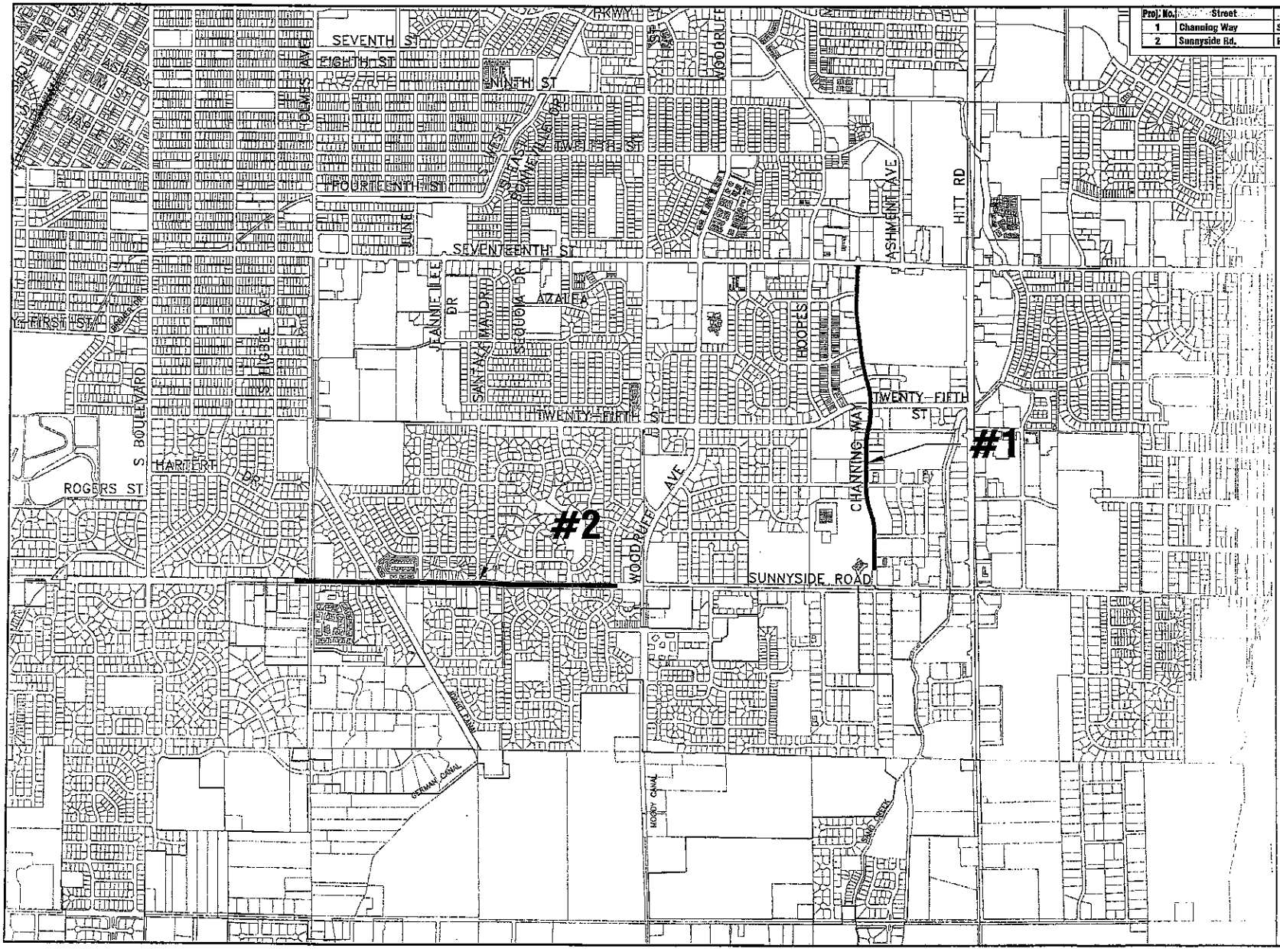
Number..... 0-00-00-0-STR-2014-03

Submitted Kent Fugal

Date..... March 20, 2014

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		HK Contractors, Inc.		Kloepfer, Inc.		TMC Contractors, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
	SURFACE COURSES AND PAVEMENT										
309.03.2	Seal Coat	61564	S.Y.	$2.65	$163,144.60	$2.44	$150,216.16	$2.69	$165,607.16	$2.94	$180,998.16
	TOTAL				$163,144.60		$150,216.16		$165,607.16		$180,998.16

Proj. No.	Street	From	To	Estimated Area
1	Channing Way	Sunnyside Rd.	17th Street	23,580 S.Y.
2	Sunnyside Rd.	Holmes Ave.	Woodruff Ave.	37,984 S.Y.
			TOTAL	61,564 S.Y.



Scale: 1"=1500'

ENGINEERING DEPARTMENT

City of Idaho Falls
SEAL COAT
2014

PROJECT NO.: 0-00-00-0-STR-2014-03 | FILE: 2014 SEAL COAT
SCALE: 1" = 1500' | DATE: 2-28-14 | DWN.: Y.G.

City of Idaho Falls
PUBLIC WORKS DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405
www.idahofallsidaho.gov

MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: March 21, 2014

Subject: **AMENDMENT TO VARIABLE FREQUENCY DRIVE FEASIBILITY STUDY (TASK 7) WITH MURRAY, SMITH AND ASSOCIATES**

Attached is a proposed amendment to the existing agreement with Murray, Smith and Associates, Inc., for a not-to-exceed amount of $58,050.00. This amendment covers final design activities associated with upgrading booster pumps at Well 15 with variable frequency drives. The City Attorney reviewed the original agreement.

Public Works recommends approval of this amendment to the existing agreement; and, authorization for Mayor and City Clerk to sign necessary documents.

Respectfully,

Chris H Fredericksen

Chris H Fredericksen, P. E.
Public Works Director

CF:jk

c: Mayor
Council
Richards

0-00-00-0-WTR-2013-24

2014-30

AMENDMENT TO VFD FEASIBILITY STUDY (TASK NO. 7)

MURRAY, SMITH & ASSOCIATES, INC. PROPOSED SCOPE AND FEE FOR DESIGN OF VFD AND ELECTRICAL UPGRADES WELL FACILITY #15 CITY OF IDAHO FALLS, IDAHO

Description of Tasks

The following scope by Murray, Smith & Associates Inc. (MSA) describes consulting engineering services for the design of upgrades to the booster pumps and addition of Variable Frequency Drives (VFDs) for Booster Pumps 15-1, 15-2 and 15-3 in the City of Idaho Falls (City) water distribution system. Along with the pump and VFD upgrades, mechanical upgrades, electrical upgrades at the Well #15 facility, and connecting the existing emergency generator to power Well #15B are also included in this scope.

This work will be added as Task No. 7 to the existing VFD Feasibility Study SOW.

Background

MSA assisted the City over the past five (5) years with the development of a water system hydraulic model and analysis of well and booster pump facilities that would benefit from implementation of VFDs. Addition of VFDs to pumps will provide power savings as well as operational control to accommodate varying demands in the water distribution system.

MSA was selected through a proposal process to assist the City in evaluating the feasibility of converting booster pumps from constant speed to VFDs within the water system (VFD Feasibility Study). The Technical Memorandum titled, "VFD Facilities Conversion Recommendations" summarized the recommendations of that initial evaluation to convert booster pumps in Wells 13, 15, and 16. A preliminary design of Well 15 was started as part of the VFD Feasibility Study. Preliminary design to convert boosters in Wells 13 and 16 will also be developed as part of the VFD Feasibility Study.

This scope is for final design for Well 15 Facility Improvements, proposed to upgrade Booster Pumps 15-1, 15-2, and 15-3 with rehabilitated pumps and VFDs. The following tasks are proposed for this project:

Task 7.1 – Preliminary Design

Task 7.2 – Final Design

Task 7.3 – Construction Phase Services (TBD)

Task 7.1 – Preliminary Design

The following Preliminary Design tasks were accomplished within the original scope and budget of the VFD Feasibility Study and are included here for reference. Cost for these items are not included in the Project Budget included at the end of this SOW:

Preliminary Design Meeting and Facility Inspection
A kick-off meeting was held with the City Water Department staff. Items that impact final design at the Well #15 Facility were discussed at the kickoff meeting. MSA also inspected the Well #15 Facility to verify items that will be required to upgrade the pump, control and electrical systems at that facility. City staff provided input on the items to be included in Final Design. MSA prepared meeting minutes that summarize the kick-off meeting and facility inspection and distributed to all attendees.

Deliverables: *Final Project Schedule, Meeting Minutes, Draft Scope of Work Through Final Design*

Hydraulic and Pump Rehabilitation Analysis
MSA prepared a hydraulic analysis of the pressure and flow requirements at the discharge of the Well #15 Facility and the range of operations that a rehabilitated booster pump will serve when controlled by VFD.

MSA prepared a preliminary analysis to rehabilitate booster pumps 15-1and 15-2 to restore the existing vertical turbine pumps to near their original pump curve capacities and efficiencies as well as upgrade the pumps to accommodate VFD operation.

Deliverables: *Graphical representation of the system curve hydraulic requirements overlaid with the rehabilitated pump and VFD operational range.*

Draft Preliminary Engineering Report
MSA prepared a rough draft of a preliminary engineering report (PER) per Idaho Department of Environmental Quality (DEQ) requirements outlined in the applicable sections of IDAPA 58.01.08.503. DEQ has since indicated that a PER will not need to be submitted for their review and approval; however, plans and specifications will be required to be submitted to DEQ during the final design phase. MSA held a pre-design review meeting with City Staff to review findings of the preliminary engineering analysis and elicit input to the design.

A preliminary probable cost for the upgrades was prepared by MSA and submitted to City staff for budgeting consideration.

Deliverables:

Preliminary probable cost spreadsheet.

Electrical Coordination and Preliminary Design
The electrical engineer attended a site visit at the Well #15 Facility for detailed electrical and control system assessment. The electrical and control systems of the Facility were analyzed to identify risks of failure and to provide a basis for recommendations to upgrade the Facility. Electrical recommendations accommodated a new VFD for Booster Pumps 15-1and 15-2. Lastly, a design assessment report was prepared that will be incorporated into the preliminary engineering report.

Power Conservation Incentive Coordination
MSA and the City have had preliminary discussions with Energy Smart Industrial (ESI) to initiate an energy incentive credit for the proposed project. Initial power monitoring at the Well #15 Facility is in progress to document the current average-day power consumption, which will support the application for an incentive credit.

Assumptions: *The City has already begun the application process with ESI for an energy incentive credit.*

Pump System Iterations
MSA has worked with the City to review the existing vertical turbine pumps and associated pump cans. It has been determined that the existing pump cans may not be used for new pumps, since the cans do not meet the current Hydraulic Institute Standards for new pump design. New pumps in the existing cans would void the manufacturer's warranty for a new pump installation. Additionally, it is too costly to replace the existing cans to accommodate new vertical turbine pumps because this would necessitate demolishing the existing pump building and excavating the existing concrete encased cans. Based on this, the City elected not to install a new booster pump in the facility at the locations of Boosters 15-1 or 15-2. Given the successful operational history of the existing pumps, the existing pumps will be rehabilitated to accommodate new VFDs as well as restore the pumps to near original capacities and efficiencies. MSA provided analysis and support to select this upgrade strategy. MSA has confirmed that Boosters 15-1 and 15-2 may be rehabilitated and that these pumps are not obsolete. MSA will review the same requirement for Booster 15-3.

The following Preliminary Design tasks will be completed within this scope (Task 7):

Finalize Preliminary Design
MSA will finalize the preliminary engineering report to include City staff review comments on the preliminary design. The most notable change is the rehabilitation of all booster pumps and subsequent addition of VFDs to all boosters. MSA will update the hydraulic analysis of the pump system to reflect VFD operation for all pumps and will note the change in the preliminary engineering report. Additionally, the preliminary engineering report will include an electrical analysis of the ability to add Well 15B onto the load for the emergency generator. Lastly, the report will include an updated preliminary probable cost analysis.

Deliverables: Electronic copy of the preliminary engineering report.

Assumptions: This deliverable does not include hard copy prints of the preliminary engineering report.

Task 7.2 – Final Design

Mechanical Design

MSA will prepare mechanical design to rehabilitate booster pumps 15-1, 15-2, and 15-3 and add VFDs to all three pumps. Mechanical design will include plans for replacement of the existing discharge control valves with a check valve on all booster pump discharge lines. No surge analysis will be completed as part of this scope. Refer to the assumptions associated with this item.

MSA will design an upgrade to the pump-to-waste discharge from the facility to provide an appropriate air gap.

Air valve and pump seal drains will be designed to provide an appropriate air gap.

Assumptions:

Surge conditions associated with the upgraded pump system are assumed to be equivalent to the surge conditions created by the existing facility. The ramping function of the VFDs will reproduce the slow release function of the existing pump control valves. The new check valves in the design will be silent check valves that will reproduce the check function of the existing pump discharge control valves upon a power failure in the facility.

City staff will paint existing mechanical piping where corrosion has occurred. New coatings will only be provided by the contractor for new mechanical components.

Design will include revisions to the existing pump to waste line to provide an air gap for pump-to-waste operations.

Since the new pump motors will not increase in size and will be converted to premium efficient motors, additional fan and louver capacity is assumed unnecessary. However, the VFDs for boosters 15-1, 15-2 and 15-3 will add approximately 5kW of heat to the facility relative to the existing motor starters. This additional heat load may require additional louver/fan capacity in the building. 5kW of heat is roughly equivalent to the small space heater currently in the pump facility. MSA will investigate air conditioning for the VFD cabinet only with heat from the cabinet ejected outside of the building to protect the VFDs and to eliminate any additional heat load to the facility relative to current operations. To accommodate this, MSA will analyze if the VFDs may be placed in an isolated cabinet and not in the motor control center cabinet, which has the additional benefit of space savings in the building.

Rehabilitation of Booster Pump 15-3 is pending verification of availability of replacement parts for this pump.

Electrical Coordination and Control Plan Development

MSA will develop electrical and control system design drawings and specifications. The design will include a complete electrical system upgrade. As part of this design effort, MSA will coordinate with the City's selected SCADA upgrade consultant to integrate this electrical upgrade with the current control system upgrade.

Scope includes:

- Electrical distribution design and one-line diagrams
- Review of the emergency power system for adequacy and reliability
- Motor Control Center design & specifications
- Electrical and controls location plans
- Instrument specification and integration drawings
- Coordination with city's SCADA system upgrade consultant
- Develop P&ID drawings and sequence of operations for SCADA integration
- Issue design drawings and electrical specifications for agency approval
- Design review meetings as required

MSA will develop pump operational scenarios and a control description for Booster Pumps 15-1, 15-2 and 15-3.

Plans, Specifications and Contract Documents

MSA will prepare plans, specifications and contract documents for bidding and construction of facility upgrades identified in the Mechanical Design Task and Electrical Coordination and Control Plan Development. MSA will prepare as-built dimensions from the Facility Inspection and record drawings to support design modifications to the facility.

A workshop will be held with City Staff to review the proposed design prior to DEQ submittal. MSA will incorporate staff review comments in the plans and specifications.

MSA will submit the plans and specifications to DEQ for regulatory review and respond to one round of comments from DEQ.

Upon completion of plans and specifications, MSA will develop an updated probable cost for the project to a higher degree of accuracy than the costs developed in the preliminary design phase.

Deliverables: Five (5) copies of plans and specifications for DEQ submittal and City staff review and ten (10) sets of plans, specifications and contract documents for the bid phase and final DEQ submittal.

Updated opinion of probable cost.

Assumptions: Only one review and response are required to address DEQ review comments.

Task 7.3 – Construction Phase Services (To Be Determined)

Project Schedule

Work under this task order is anticipated to be completed according to the attached schedule.

Project Budget

This proposed project will be billed on a time and expenses basis with a not to exceed amount as indicated in Table 1.

Table 1
Hours and Cost by Task

Task	Hours	Expenses & Subconsultant	Total
Task 7.1 – Preliminary Design - *Remaining Work Only*	12	$400	$2,050
Task 7.2 – Final Design	316	$17,700	$56,000
Task 7.3 – Construction Phase Services (To Be Determined)	-	-	-
Totals (Excluding Task 3)	**328**	**$18,100**	**$58,050**

CITY OF IDAHO FALLS

Signature

Name (printed)

Title

Date

MURRAY, SMITH & ASSOCIATES, INC.

Signature

Dennis Gratinata
Name (printed)

Senior Engineer, Associate
Title

3/4/14
Date

City of Idaho Falls
PUBLIC WORKS DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405
www.idahofallsidaho.gov

MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: March 21, 2014

Subject: **IDAHO TRANSPORTATION DEPARTMENT STATE/LOCAL AGREEMENT – SCHOOL VICINITY ADA RAMPS, IDAHO FALLS**

Attached is a State/Local Agreement with the Idaho Transportation Department and accompanying Resolution with respect to the School Vicinity ADA Ramps project.

This agreement requires City financial or in-kind contribution towards the entire project at a match rate of 7.36% for an estimated total of $21,400.00. This agreement has been reviewed by the City Attorney.

Public Works recommends adoption of the resolution, approval of this agreement; and, authorization for Mayor and City Clerk to sign the necessary documents.

Respectfully,

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Canfield

0-00-00-0-STR-2014-30

2014-31

STATE/LOCAL AGREEMENT
SCHOOL VICINITY ADA RAMPS, IDAHO FALLS
PROJECT NO. A014(352)
KEY NO. 14352

PARTIES

THIS AGREEMENT is made and entered into this _____day of _____, _____, by and between the IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State and the CITY OF IDAHO FALLS, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested funding under the Transportation Alternatives (TAP) Program as detailed in the project Application. A copy of the project Application is attached as Exhibit A. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal-aid participation in the work.

NOTE: The project Sponsor is responsible for complying with all project requirements and project administration procedures outlined in the Community Choices Manual available at http://itd.idaho.gov/manuals/ManualsOnline.htm.

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

BOTH PARTIES AGREE AS FOLLOWS:

1. The total funds available for project development and construction of this project, as identified in Exhibit A, is as follows: project development $35,000, construction $256,500. Federal participation is at the rate of 92.64%; local participation is 7.36%.

2. The Sponsor's match for this project will be provided with cash and in-kind services up to the total of the match for the project. A copy of the approved ITD-2395 (Request for Federal Aid on No-Bid Items of Work) is attached hereto as Exhibit C.

3. The deadline for completion of the project is three years from the date of execution of this Agreement.

4. Contact information for the parties is a follows:

Kelly DiRocco
Div of Transportation Performance
Idaho Transportation Department
PO Box 7129
Boise, ID 83707-1129
Phone: (208) 334-8822
Fax: (208) 334-4424
Kelly.dirocco@itd.idaho.gov

Chris Canfield, PE
Assistant Public Works Director
City of Idaho Falls
PO Box 50220
Idaho Falls, ID 83405-0220
Phone: (208) 612-8259
ccanfield@idahofallsidaho.gov

SPONSOR RESPONSIBILITIES:

5. With its own forces, provide for design of the project. With the assistance of the State, hire a consultant for any development services that cannot be provided by the Sponsor. Those project development services shall follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

6. The project shall be designed to an approved standard following guidelines contained in the most recent version of the Community Choices Manual available at http://itd.idaho.gov/manuals/ManualsOnline.htm .

7. Provide to the State documentation of the actual expenses related to design and construction services provided by the Sponsor. The Sponsor will maintain complete records and submit an itemized statement of all manpower, materials, and out-of-pocket expenses, and accomplish all record-keeping in accordance with the following procedures:

   a. Individual time sheets will be maintained reflecting the total hours spent on the project. It is imperative that the hours be traceable to the project.
   b. Material – Costs of new material utilized on the project shall be supported by copies of invoices.
   c. Out-of-pocket expenses – All expenses shall be supported by copies of receipts.
   d. The record system will be such that all costs can be traceable from all billings through the Ledgers and the source document.

8. Official notice must be received from the State before proceeding with project development activities if the Sponsor has been authorized to develop the project using TAP funds.

9. Bid advertisements must take place within thirty (30) days of receipt the State's authorization of such advertisements and follow the required bid procedures as outlined in the Community Choices Manual. The Sponsor will submit all bids received to the State. The State will provide approval prior to award of the contract. Failure to advertise the project for bids within 30 days may jeopardize funding for the project.

10. Payments will only be made for project expenses incurred following authorization to proceed. Work performed by the Sponsor prior to receiving written authorization to proceed is out of compliance and therefore not eligible for reimbursement.

11. Sponsor shall submit quarterly progress reports to the State as outlined in the Community Choices Manual.

12. Sponsors who anticipate making partial requests for reimbursement during the project must notify the State prior to beginning construction. Partially completed projects must be inspected and approved by the State's District Resident Engineer.

13. During construction of the project, the Sponsor shall follow the guidelines in the Community Choices Manual for construction, inspection diaries, and support to the State Resident Engineer in the administration of the contract on this project. The Sponsor shall prepare all monthly and final contract estimates and change orders, and submit to the State for their approval. During the life of the construction contract, prior approval of the State will be obtained if it is necessary to deviate from the plans and specifications to such a degree that the scope of project and/or required work is significantly changed.

14. The Sponsor shall provide for materials testing on the project. Reference the Community Choices Manual for guidelines and requirements.

15. The selection, location, and maintenance of all traffic control devices installed on the project, initially or in the future, shall be in conformity with the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the State.

16. All information, regulatory and warning signs, pavement or other markings, and traffic signals required, the cost of which are not provided for in the plans and estimate, must be erected at the sole expense of the Sponsor upon the completion of the project.

17. At no cost to the federal-share, the Sponsor shall cause to be replaced to original, equal or better condition any existing pavement, regulatory signs, and other items damaged as a result of the contractor's operation, except as hereafter stated as obligations of the State.

18. The Sponsor shall make timely payment of all invoices and provide to the State allowable invoices and receipts showing payment of same. The State will reimburse the Sponsor for eligible expenses at the Federal-aid ratio, up to the Federal-aid maximum. The Sponsor shall be responsible for all costs of the project that exceed the Federal-aid maximum. Reference the Community Choices Manual for additional information.

19. The Sponsor shall maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final cost accounting. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.

20. The Sponsor shall maintain the project upon completion to the satisfaction of the State. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.

21. Comply with Exhibit B, Non-Discrimination Agreement for Local Public Agencies, attached hereto and made a part hereof. By this Agreement the Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Exhibit B if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this Agreement.

22. The Sponsor shall comply with all other applicable State and Federal regulations.

23. The Sponsor shall indemnify, save harmless and defend regardless of outcome the State from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement. The Sponsor shall defend and indemnify the State and its employees for all claims and losses arising out of the State's duty of supervision and inspection of the project.

24. By signing this Agreement, the Sponsor acknowledges that they are aware that the State is required to monitor its sub-recipients of federal awards and determine whether they have met the audit requirements in OMB Circular A-87 (State Local, or Indian tribal government), OMB Circular A-122 (Private and nonprofits), OMB A-21 (Education Institutions), CFR Part 31. (For profit organizations other than a hospital, not named in Circular OMB A 1-22). More information can be found at this link: http://safety.fhwa.dot.gov/saferoutes/guidance/#toc123542212.

25. The Sponsor shall submit a Single Audit Certification Letter to certify that the Sponsor is in compliance with federal laws and regulations. A letter template can be found in the Community Choices Manual.

STATE RESPONSIBLITIES:

26. The State shall enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs, up to the Federal-aid maximum.

27. The State shall assist the Sponsor in the selection of a Consulting Engineer and negotiations as needed, and furnish the Agreement for Engineering Services and any supplements thereto; to be used between the Sponsor and Consulting Engineers on this project.

28. The State shall review and approve the project plans, specifications, and rights-of-way certifications, and provide the appropriate environmental clearance.

29. The State shall review and approve bidding documents for conformance to bidding requirements prior to advertisement.

30. The State shall review and approve bids, and provide Sponsor with official authorization to award the contract.

31. The State shall authorize the Sponsor to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. The State shall review and approve any local procedures prior to executing this Agreement.

32. The State shall designate personnel, as it deems necessary, to review construction in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. The State shall review and approve change orders submitted by the Sponsor, and conduct a final inspection and acceptance of the project when completed. The project acceptance shall be made by the State's District Engineer or their designee.

33. Upon receipt of appropriate documentation showing expenditure of funds for infrastructure work on this project, the State shall reimburse the Sponsor at the Federal-aid ratio up to the Federal-aid maximum.

34. The State shall maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.

35. The State shall cooperate with the Sponsor in selection and designation of suitable construction traffic control during project construction in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the State.

GENERAL PROVISIONS:

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act in obtaining federal participation in the design and construction of the project. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration.

2. Federal participation is contingent upon ultimate completion of the project. If for any reason the project is removed from the program without being completed, then the Sponsor shall be responsible for One Hundred Percent (100%) of all project costs, and shall pay back to the State all costs previously reimbursed.

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

4. This Agreement shall become effective on the first day mentioned above, and shall remain in full force and effect until amended or replaced upon mutual consent of the State and the Sponsor.

EXECUTION

This Agreement is executed for the State by its Transportation Performance Division Administrator, and executed for the Sponsor by the Mayor.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:

_____
Division Administrator
Transportation Performance

ATTEST:

CITY OF IDAHO FALLS

_____
City Clerk

_____
Mayor

(SEAL)

By regular/special meeting
on _____.

hm:14352 SLA.docx

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF IDAHO FALLS**, hereafter called the **CITY**, for development and construction of school vicinity ADA Ramps; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A014(352) is hereby approved.

2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY.**

3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

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

(Seal)

_____
City Clerk

EXHIBIT B
Non-Discrimination Agreement for Local Public Agencies

Title VI Program
Organization and Staffing

Pursuant to 23 CFR 200, the Sponsor has designated a Title VI Coordinator who is responsible for monitoring practices, procedures, policies, and documents for compliance with Title VI. This individual is the designated liaison for Title VI program activities and for coordinating compliance monitoring with the Idaho Transportation Department Equal Employment Opportunity Office.

Assurances of Non-Discrimination
49 CFR Part 21.7

The Sponsor hereby gives assurances:

1. That no person shall on the grounds of **race, color, or national origin**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the Sponsor regardless of whether those programs and activities are Federally funded or not. The Federal-aid Highway Transportation Act of 1973 added sex to the list of prohibitive factors. **Disability** was added through Section 504 of the Rehabilitation Act of 1973. **Age** was subsequently added in 1975 under the Age Discrimination Act. **Minority populations and low-income populations** were added by Presidential Executive Order 12898. **Limited English proficient persons** was added by Presidential Executive Order 13166.

2. That it will promptly take any measures necessary to effectuate this Agreement.

3. That each program, activity, and facility (i.e. lands change to roadways, park and ride lots etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this Agreement.

   Further assurance is given that the Sponsor will comply with all requirements of **Title II of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Vocational Rehabilitation Act of 1973**. Public agencies are required to have completed a self-evaluation of all their programs and services (including pedestrian facilities) by 1992. In addition, public agencies with 50 or more employees were required to develop an ADA Transition Plan describing in detail how corrections would be made. If corrections could not be made within one year (or 1993), the Plan was to include a detailed schedule of how corrections would be made (CFR 28 35.105 & 35.150).

4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Sponsor by the Idaho Transportation Department (ITD) under the Federally-Funded Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants.

5. That the Sponsor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated Agreements: *The (Sponsor), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this*

advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, or disability in consideration for an award.

6. That the Sponsor shall insert the clauses of Attachment 1 of this Agreement in every contract subject to the Act and the Regulations.

7. That the Sponsor shall insert the clauses of Attachment 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

8. The Sponsor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Agreement.

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

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

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

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.

2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this Agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.

4. Adequately implement the civil rights requirements.

5. Process complaints of discrimination consistent with the provisions contained in this Agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.

6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.

7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.

8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.

9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure

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

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

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

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

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

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

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

a) Name, address, and phone number of the complainant.
b) Name(s) and address(es) of alleged discriminating official(s).
c) Basis of complaint (i.e., race, color, national origin or sex)
d) Date of alleged discriminatory act(s).
e) Date of complaint received by the Sponsor.
f) A statement of the complaint.

g) Other agencies (state, local or Federal) where the complaint has been filed.
h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

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

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

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

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8852

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

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

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

Distribution: EEO Office
Appendix A revised: 03-09, 08-10

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations..

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

1. **Compliance with Regulations**
   The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**
   The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Sub-contracts, Including Procurement of Materials and Equipment**
   In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. **Information and Reports**
   The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance**
   In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the contractor under the contract until the contractor complies, and/or;
   - Cancellation, termination, or suspension of the contract, in whole or in part

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Attachment 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Idaho will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation ITD (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Idaho all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Idaho, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Idaho, its successors, and assigns.

The state of Idaho, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)* (2) that the state of Idaho, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.[1]

[1] Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

Request For Federal Aid
On No-Bid Items Of Work (Force Account)
(Reference 23 CFR 635, Subpart B)

ITD 2395 (Rev. 5-13)
itd.idaho.gov

Key Number	Project Number	Location	Date
14352	A014(362)	ADA, SR2S Pedestrain ramp Improvements; Idaho Falls	03/04/14

Work to be Performed By
City of Idaho Falls Engineering Dept.

Nature of Work
Provide for Project Development Design and Construction Contract Administration & Inspection Services

List of Items to be Furnished Under Force Account:

Labor	Equipment*	Materials	Supplies
Project Development	General Office		General Office Overhead
Survey & Insp Services	Vehicles		General Office Overhead
Contract Admin	General Office		General Office Overhead

*Indicate source of rental rates

The above materials or supplies were obtained through competitive bidding process

☐ Yes	Project Number	or	Purchase Order Number	Purchase Date	Supplier

☒ No

Cost Effective Analysis (Total Cost for Force Account Work (a) / Total Cost for Work By Contract (b))
(a) List unit price for the above items and indicate basis for arriving at the total cost of work (or attach estimate)

1. Project Development services is estimated to be $11,277.60 (see attached sheet Exhibit A for details)
2. Construction Contract Administration is estimated to be $5,090.00 (see attached sheet Exhibit B for Project Manager and Office Manager hours with general office overhead).
3. Field Inspection is estimated to be $7,062.15 (see attached sheet Exhibit B for Chief and Transportation Technician hours with general office overhead and direct expenses).

Design Costs Total Cost for Force Account Work is estimated at $11,277.60. See attached detailed estimate (Exhibit A). FHWA rates are used for crew vehicles.

Construction Contract Administration and Inspection Total Cost for Force Account Work is estiamted at $12,152.15. See attached detailed estimate (Exhibit B). FHWA rates are used for crew vehicles.

Total Cost for Force Account Work is estimated at $23,429.75. See attached detailed estimates. FHWA rates are used for crew vehicles.

Exhibit C

No-Bid Request for Federal Aid Items of Work (Force Account), Continued

(b) Estimate cost, including work by contract, and indicate basis for estimate.

Design Cost for Work By Contract is estimated (based on general design services programming at 10% of Construction budget), at $25,760.00 Cost Benefit Ratio is $11,277.60 / $25,760.00 = 0.44

Construction Administration & Inspection Cost for Work By Contract is estimated (based on construction services programming at 10% of Construction budget), at $25,760.00 Cost Benefit Ratio is $12,162.16 / $25,760.00 = 0.47

List reasons it is "in the public interest" to perform the above work by Force Account procedures

The City of Idaho Falls Engineering Department has the equipment, expertise, and staff availability to perform the design, Contract administration and Inspection services and can do them for less cost than through contract work. Allowing the City to provide this service toward meeting the City's local match requirements both helps the project budget and preserves more of the project budget for construction and other items as required.

It is requested that the above work be performed by force account based on the cost effectiveness analysis and/or statement of public interest for an estimated total of $23,429.75 federal funds.

Recommended By*

Approved By**

Karen Hyatt by Ed Bala

*Full Oversight Projects Only
District Engineer – District or LPA Projects
State Design Engineer – LHTAC or Headquarters (District 9) Administered Projects

**FHWA – Full Oversight Projects
District Engineer – District or LPA Projects
State Design Engineer – LHTAC or Headquarters (District 9) Administered Projects

EXHIBIT A

(14352) ADA Residential SR2S Citywide Ped Ramp Improvements
Project Development Services
ITD D-6
03/04/2014

LABOR DAY ESTIMATE SUMMARY

	SUMMARY	Total L-Hours	Proj Manager L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey L-Hours
1	City-Labor Hours	200.00	27.00	33.00	104.00	12.00	24.00

SALARY COSTS

A. Summary of Man-Day Costs

				Fully Loaded Hourly Rate			
1	Project Manager	27.00	L-Hours X	$43.40	$91.69	/hour =	$ 2,476.63
2	Designer	33.00	L-Hours X	$30.12	$63.55	/hour =	$ 2,097.02
3	Tech	104.00	L-Hours X	$23.16	$48.84	/hour =	$ 6,079.30
4	Office Manager	12.00	L-Hours X	$14.84	$31.31	/hour =	$ 375.75
5	Survey*	24.00	L-Hours X	$21.94	$46.30	/hour =	$ 1,111.14

TOTAL DIRECT PAYROLL $ 11,138.85

B. Payroll Burden & Fringe Benefit Costs

1	ITD Office OH Rate	1.1100	2.1100	
2	Fee	0.0000	2.1100	
3	ITD Approved FCCM (with office OH rate only)	0.0000	2.1100	

TOTAL PAYROLL, BURDEN, FRINGE & FEE $ 11,138.85

C. Out-of-Pocket Costs - (See detail sheet)

1	City Direct Expenses		$ 138.750	=	$ 138.75

TOTAL ESTIMATED FEE $ 11,277.60

* Survey hours are crew hours (2-man crew).
** Overtime estimate for peak construction for 10 weeks at 50 hours per week on Transportation Tech.

EXHIBIT A

(14352) ADA Residential SR2S Citywide Ped Ramp Improvem

Idaho Falls

1 CONCEPT REPORT/Environmental

		Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey L-Hours
1.1	Concept Report/Environmental	-					
1.1	Concept Design	1.00	1.00				
1.2	Prepare Concept Report	10.00	2.00	4.00	4.00		
1.3	Address Review Comments	5.00	1.00		2.00	2.00	
1.4	Prepare Environemtnal Cultural Resource Document	4.00	2.00		2.00		
1.5	Environmental Photos/Field Survey	12.00			12.00		
1.6	Prepare Environmental Evaluation	3.00	2.00			1.00	
1.7	Prepare Environmental Cat Ex Document	3.00	1.00	1.00		1.00	
1	TOTAL FOR CONTRACT ADMIN.	38.00	9.00	5.00	20.00	4.00	-

2 Survey

		Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
2	Reference Survey Monuments	26.00	2.00				24.00
2	TOTAL FOR SURVEY	26.00	2.00	-	-	-	24.00

EXHIBIT A

Idaho Falls

3	Final Design	Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
3.1	Prepare Plan Sheets	49.00	1.00	8.00	40.00		
3.2	Prepare Specifications	4.00	2.00	2.00			
3.3	Prepare Schedule	1.00	1.00				
3.4	Final Design Review and Comments	30.00	2.00	8.00	20.00		
3	TOTAL FOR FINAL DESIGN	84.00	6.00	18.00	60.00	-	-

EXHIBIT A

Idaho Falls

4	PS & E	Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
4.1	PS & E SUBMITTAL	28.00	2.00	6.00	20.00		
4.2	ADVIRTISMENT REVIEW/SUPPORT	16.00	4.00	4.00	4.00	4.00	
4	TOTAL FOR PROJECT PS & E	44.00	6.00	10.00	24.00	4.00	-

5	Monthly Invoices	Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
5	Monthly Invoices	8.00	4.00			4.00	
	Total	200.00	27.00	33.00	104.00	12.00	24.00

EXHIBIT B

(14352) ADA Residential SR2S Citywide Ped Ramp Improvements
Construction Engineering & Inspection
03/04/2014

LABOR DAY ESTIMATE SUMMARY

	SUMMARY	Total L-Hours	Proj Manager L-Hours	Chief Inspector L-Hours	Tech L-Hours	Office M. L-Hours	Survey L-Hours
1	City-Labor Hours	171.50	47.00	60.00	25.00	31.50	8.00

SALARY COSTS

A. Summary of Man-Day Costs

					Fully Loaded Hourly Rate		
1	Project Manager	47.00	L-Hours X	$41.88	$87.31	/hour =	$ 4,103.65
2	Chief Inspector	60.00	L-Hours X	$27.96	$59.00	/hour =	$ 3,639.74
3	Trans Technician	25.00	L-Hours X	$27.72	$58.49	/hour =	$ 1,462.23
4	Office Manager	31.50	L-Hours X	$14.84	$31.31	/hour =	$ 986.34
5	Survey *	8.00	L-Hours X	$21.04	$46.30	/hour =	$ 370.38

TOTAL DIRECT PAYROLL $ 10,462.34

B. Payroll Burden & Fringe Benefit Costs

1	ITD Office OH Rate	1.1100	2.1100	

TOTAL PAYROLL, BURDEN, FRINGE & FEE $ 10,462.34

C. Out-of-Pocket Costs - (See detail sheet)

1	City Direct Expenses		$ 1,689.810	=	$ 1,689.81

TOTAL ESTIMATED FEE $ 12,152.15

* Survey requires a 2-man crew.

EXHIBIT B

Idaho Falls

1	CONSTRUCTION ADMINISTRATION	Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey L-Hours
1.1	General Contract Administration	-					
1.1	Submittal Log & Min. Testing Requirements	2.50	1.00			1.50	
1.2	Pre-Construction Conference	3.00	1.00	1.00	1.00		
1.3	Labor Compliance	6.00	1.00		3.00	2.00	
1.4	Civil Rights Compliance	5.00			3.00	2.00	
1.5	Filing & Records Verification	4.00				4.00	
1.6	Progress Estimates	4.00	2.00			2.00	
1.7	Materials Certifications	7.00	2.00	3.00		2.00	
1.7.1	MTR	5.00	3.00	2.00			
1.7.2	Source Approvals	3.00	1.00	1.00		1.00	
1.7.3	Mix Design Reviews	3.00	3.00				
1.8	Contract Changes	3.00	3.00				
1.9	Weekly Progress Meetings	10.00	4.00	4.00		2.00	
1.10	Payroll Submittals	5.00	1.00			4.00	
1.11	Change Orders	3.00	2.00			1.00	
1.12	Submittal Reviews	5.00	2.00	3.00			
1.13	Claims	-	0.00	0.00			
1	TOTAL FOR CONTRACT ADMIN.	68.50	26.00	14.00	7.00	21.50	-

2	Survey Control	Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* L-Hours
2	Survey Verification	10.00	2.00				8.00
2	TOTAL FOR SURVEY CONTROL	10.00	2.00	-	-	-	8.00

EXHIBIT B

Idaho Falls

3	PROJECT INSPECTION	Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
3.1	On Site Inspection/Diaries	46.00	6.00	30.00	10.00		
3.2	Deficiency reporting & Recommendations	3.00	2.00	1.00			
3.3	Pay Documents	7.00	1.00	4.00	2.00		
3.4	Environmental and Erosion Control Monitoring	4.00	1.00	3.00			
3	TOTAL FOR PROJECT INSPECTION	60.00	10.00	38.00	12.00	-	-

Idaho Falls

EXHIBIT B

4	PROJECT CLOSE OUT	Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
4.1	Document Review	5.00				5.00	
4.2	Final Payment Certifications	4.00				4.00	
4.3	Substantial Completion Inspection	15.00	4.00	4.00	6.00	1.00	
4.4	Final Inspection	8.00	4.00	4.00			
4	TOTAL FOR PROJECT CLOSEOUT	32.00	8.00	8.00	6.00	10.00	-

5	Monthly Invoices	Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
5	Monthly Invoices	1.00	1.00				
	Total	171.50	47.00	60.00	25.00	31.50	8.00

EXHIBIT B

(14352) ADA Residential SR2S Citywide Ped Ramp Improvements
Construction Engineering, Inspection, Sampling & Testing

DIRECT EXPENSES

	Total			
Number of Trips (engr 1 x per week)	8	Trips		
Average Miles per Trip (engr)	9	Mi	72	Mi
Number of Trips (observer)	30			
Average miles per trip (observer)	9		270	Mi
Total Miles			342	
Cost per Mile	$ 0.5550	/Mi		
Total Mileage Cost*			$ 189.81	
Testing (Compaction)			$1,500.00	
Total Direct Cost			$1,689.81	

CITY OF IDAHO FALLS

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220

MUNICIPAL SERVICES

PHONE: (208) 612-8249
FAX: (208) 612-8148

March 21, 2014

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig Rockwood, Municipal Services Director

SUBJECT: **BID IF-14-11 NEW 2014 OR NEWER CAB AND CHASSIS (ONLY) FOR USE AS A SEWER SLUDGE TRUCK**

Attached for your consideration is the tabulation for the above subject bid.

It is the recommendation of Municipal Services and of the Public Works Division to accept the low bid of Rush Truck Center to furnish a New 2015 International Model #7400 6 x 4 Cab and Chassis (only) for a total amount of $44,800.00 with Trade-in Unit #1154.

Respectfully,

CRAIG ROCKWOOD
MUNICIPAL SERVICES DIRECTOR

CR/ch

Attachment

City of Idaho Falls

P. O. BOX 50220
IDAHO FALLS, IDAHO 83405
PHONE: (208) 612-8433
FAX: (208) 612-8536

Office of Purchasing Agent

Opening Date: March 12, 2014

BID TABULATION
BID IF-14-11

One (1) New 2014 or Newer Cab and Chassis for use as a Sewer Sludge Truck

BIDDER	1) Rush Truck Centers Boise, ID	2) Freightliner of Idaho Jerome, ID	3) Schow's Truck Center Idaho Falls, ID
Manufacturer	International	Freightliner	Western Star
Year	2015	2015	2015
Model	7400 6 x 4	SD114	4700
Delivery Time	60 – 90 Days	Approximately 90 Days	180 Days
Price Without Trade-In	$90,800.00	$95,129.00	$105,523.00
Trade-In Allowance of Unit #1154 (Cab and Chassis Only)	$46,000.00	$44,000.00	$40,000.00
Price With Trade-In	**$44,800.00**	**$51,129.00**	**$65,523.00**

CITY OF IDAHO FALLS

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220

MUNICIPAL SERVICES

PHONE: (208) 612-8249
FAX: (208) 612-8148

March 21, 2014

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig Rockwood, Municipal Services Director

SUBJECT: **BID IF-14-15 TRAFFIC STRIPING PAINT**

Attached for your consideration is the tabulation for the above subject bid.

It is the recommendation of Municipal Services and of the Public Works Division to accept the sole low bid of Ennis Paint to furnish the required traffic striping paint for a lump sum total amount of $56,495.00.

Respectfully,

CRAIG ROCKWOOD
MUNICIPAL SERVICES DIRECTOR

CR/ch

Attachment

CITY OF IDAHO FALLS

PO BOX 50220
IDAHO FALLS, ID 83405-0220
Phone 208-612-8433

Office of Purchasing Agent

Opening Date: March 18, 2014

TABULATION BID IF-14-15
Traffic Striping Paint

BIDDER	1) Ennis Paint, Inc. Thomasville, NC
Item 1: (3,250 Gallons) Traffic Striping Paint, High-Build, Yellow, Waterborne Rapid Dry, 250 Gallon Snyder Totes	
Unit Price	$10.20
Extended Price	$33,150.00
Manufacturer	Ennis Paint, Inc.
Product Number	985222
Delivery Time	14 Days ARO
Item 2: (1,500 Gallons) Traffic Striping Paint, High-Build, White, Waterborne Rapid Dry, 250 Gallon Snyder Totes	
Unit Price	$10.30
Extended Price	$15,450.00
Manufacturer	Ennis Paint, Inc.
Product Number	985221
Delivery Time	14 Days ARO
Item 3: (250 Gallons) Traffic Striping Paint, High-Build, White, Waterborne Rapid Dry, 55 Gallon Drum	
Unit Price	$10.30
Extended Price	$2,575.00
Manufacturer	Ennis Paint, Inc.
Product Number	985221
Delivery Time	14 Days ARO

TABULATION BID IF-14-15
Traffic Striping Paint

BIDDER	1) Ennis Paint, Inc. Thomasville, NC
Item 4: (100 Gallons) Traffic Striping Paint, High-Build, Yellow, Waterborne Rapid Dry, 55 Gallon Drum	
Unit Price	$10.20
Extended Price	$1,020.00
Manufacturer	Ennis Paint, Inc.
Product Number	985222
Delivery Time	14 Days ARO
Item 5: (200 Gallons) Traffic Striping Paint, High-Build, White, Waterborne Rapid Dry, 5 Gallon Pails	
Unit Price	$10.80
Extended Price	$2,160.00
Manufacturer	Ennis Paint, Inc.
Product Number	985221
Delivery Time	14 Days ARO
Item 6: (200 Gallons) Traffic Striping Paint, High-Build, Yellow, Waterborne Rapid Dry, 5 Gallon Pails	
Unit Price	$10.70
Extended Price	$2,140.00
Manufacturer	Ennis Paint, Inc.
Product Number	985222
Delivery Time	14 Days ARO
LUMP SUM TOTAL FOR ALL ITEMS	**$56,495.00**

CITY OF IDAHO FALLS

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220

MUNICIPAL SERVICES

PHONE: (208) 612-8249
FAX: (208) 612-8148

March 12, 2014

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig Rockwood, Municipal Services Director

SUBJECT: **CENTURYLINK AIRPORT PARKING LOT LEASE**

Attached for your consideration is the proposed lease agreement between the City of Idaho Falls and CenturyLink for City owned property located at 1820 International Way, Idaho Falls, ID.

Randall Fife, City Attorney, has prepared and approved the attached lease. It is not anticipated that the property will be needed for public purpose during this term of agreement.

Municipal Services respectfully requests that the Council approve said lease agreement and authorize the Mayor to execute the documents.

Respectfully,

CRAIG ROCKWOOD
MUNICIPAL SERVICES DIRECTOR

CR/ch

Attachment

FIRST AMENDMENT TO PARKING LOT LEASE AGREEMENT

THIS FIRST AMENDMENT TO PARKING LOT LEASE AGREEMENT (this "Amendment") is made and entered into on the ___ day of March, 2014, by and between the CITY OF IDAHO FALLS, Idaho, a municipal corporation of the State of Idaho, (hereinafter "LESSOR") and QWEST CORPORATION, a Colorado corporation, doing business as CenturyLink QC (hereinafter "LESSEE).

WHEREAS, the parties entered into a Parking Lot Lease Agreement dated January 26, 2007 as extended by that certain renewal latter dated October 23, 2008; and

WHEREAS, such Parking Lot Lease Agreement (at paragraph 23) allows it to be amended only by written agreement duly and regularly executed by the parties hereto; and

WHEREAS, the parties wish to amend the term and options to renew in order to allow LESSEE to extend the Parking Lot Lease Agreement for a period of one (1) year under the same terms and conditions as the Parking Lot Lease Agreement of January 26, 2007, with the addition of an option to extend such Parking Lot Lease Agreement for a period of one (1) additional year under the same terms and conditions as the Parking Lot Lease Agreement of January 26, 2007.

NOW, THEREFORE, the parties agree that, pursuant to the Parking Lot Lease Agreement of January 26, 2007, paragraph 23, that such Parking Lot Lease Agreement shall be amended as follows:

1. The term of the Parking Lot Lease Agreement shall be extended one (1) additional year, commencing on April 1, 2014 and ending on March 31, 2015 (the "First Extended Term") under the same terms and conditions as the Parking Lot Lease Agreement between the parties dated January 26, 2007, except as is otherwise provided in this Amendment. LESSEE shall have the option to further extend the term of the Parking Lot Lease for one (1) additional period of one

(1) year commencing April 1, 2015 and ending on March 31, 2016 (the "Seconded Extended Term") upon receipt of written notice to LESSOR of LESSEE's intent to exercise the one (1) year extension prior to the expiration date of the First Extended Term. The Second Extended Term shall be in lieu of any other options provided in paragraph 2 of the Parking Lot Lease Agreement. Each renewal term shall be on the same terms and conditions as set forth in the Parking Lot Lease Agreement, except for monthly rent, which will be calculated as set forth in this Amendment. LESSEE shall have the right to terminate the Parking Lot Lease Agreement at any time, and for any reason or no reason at all, without penalty to LESSEE, upon at least ninety (90) days prior written notice by LESSEE to LESSOR of its intent to terminate. LESSEE shall pay monthly rent through the termination date stated in LESSEE's notice of termination to LESSOR.

2. LESSEE agrees to pay LESSOR as rental for the premises during the First Extended Term, the sum of Two Thousand Fifty Dollars Eighty-Eight Cents ($2,050.88) per month, with each monthly payment due on the first day of each calendar month throughout the First Extended Term. If LESSEE exercises its option to renew the Parking Lot Lease Agreement for the Second Extended Term, the amount of monthly rental due for the Second Extended Term shall be adjusted effective as of April 1, 2015, by multiplying $2,050.88 by a fraction determined as follows: The U.S. Consumer Price Index of all Urban Consumers (CPI-U), U.S. City Average, for November, 2013, as determined by the U.S. Department of Labor, Bureau of Labor Statistics as denominator, and the most current CPI-U available at the time of such adjustment as numerator. If the Bureau of Labor Statistics should discontinue the publication of the CPI-U, then LESSOR shall adopt a substitute index or substitute procedure which reasonably reflects and monitors consumer prices.

3. Notwithstanding any provision to the contrary contained in the Parking Lot Lease Agreement, the addresses for providing notice and other communications to LESSEE under Paragraph 19 of the Parking Lot Lease Agreement will be as follows:

If to LESSEE:

CenturyLink
931 14th Street, Suite 103
Denver, CO 80202
Attn: Vice-President of Real Estate

With a copy at the same time and in the same manner to:

UGL Services - Equis Operations
8390 East Crescent Parkway, Suite 450
Greenwood Village, CO 80111
Attn: CenturyLink Lease Administration

With a copy of any LESSEE default notice only at the same time and in the same manner (which alone will not constitute notice to LESSEE) to:

CenturyLink Law Department
5454 W 110th St., Mailstop DF154L0701-721
Overland Park, KS 66211
Attn: Vice-President of Commercial Law

4. In the event of a conflict between the terms, conditions and covenants contained in the Parking Lot Lease Agreement and the terms, conditions and covenants contained in this Amendment, the terms, conditions and covenants contained in this Amendment shall control. In all other respects, all terms, conditions and covenants contained in the Parking Lot Lease Agreement dated January 26, 2007 are ratified and affirmed by LESSOR and LESSEE and remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

CITY OF IDAHO FALLS

_____
Rosemarie Anderson, City Clerk

By: _____
Rebecca L. Noah Casper, Mayor

QWEST CORPORATION doing business as CenturyLink QC

By: LaRae D Dodson, VP-Real Estate

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____day of _____, 2014, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

_____
Notary Public for State of Idaho
Residing at Idaho Falls, Idaho
(Seal) My Commission Expires: _____

STATE OF COLORADO)
) ss:
County of Denver)

On this 10 day of March, 2014, before me, the undersigned, a notary public, in and for said State, personally appeared, known or identified to me to be the VP-Real Estate of Qwest Corporation, and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to executed the same for and on behalf of said corporation.

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

NICHOLAS T. HUGHES
NOTARY PUBLIC
STATE OF COLORADO
(Seal) NOTARY ID 20134016127
MY COMMISSION EXPIRES MARCH 7, 2017

_____
Notary Public for State of Colorado
Residing at: 931 14th St Denver, CO
My Commission Expires: 3-7-17

CITY OF IDAHO FALLS

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220

MUNICIPAL SERVICES

PHONE: (208) 612-8249
FAX: (208) 612-8148

March 20, 2014

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig Rockwood, Municipal Services Director

SUBJECT: **HIGHLAND PARK PROPERTY DONATION**

Attached for your consideration is a proposed Quitclaim Deed from Park Village Development Company and AEI, LLC, for a donation of property located in the Highland Park Addition.

Said agreement has been prepared and approved by Randall Fife, City Attorney.

Municipal Services respectfully requests the Council approve said Quitclaim Deed and authorize the Mayor to execute the documents.

Respectfully,

CRAIG ROCKWOOD
MUNICIPAL SERVICES DIRECTOR

CR/ch

Attachment

QUITCLAIM DEED

THIS INDENTURE, made this _____day of February, 2014, between Park Village Development Company, hereinafter referred to as "GRANTOR," and AEI, LLC, a limited liability company, 3549 Sun Circle, Idaho Falls, Idaho 83404, County of Bonneville, hereinafter referred to as "GRANTEE."

WITNESSETH:

That GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00), lawful money of the United States of America, and other good and valuable considerations to GRANTOR, in hand paid by GRANTEE, the receipt whereof is hereby acknowledged by GRANTOR, does by these presents remise, release and forever quitclaim unto GRANTEE all the following described real estate, situated in the County of Bonneville, State of Idaho, to-wit:

> Lots 1 through 48 of Block 21, Highland Park Addition to the City of Idaho Falls, Bonneville County, Idaho; EXCEPTING THEREFROM all of Lot 1, Block 1, Park Village Addition, Division No. 1 to the City of Idaho Falls, Bonneville County, Idaho, according to the recorded plat thereof, also North Park Village Condominiums.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said party of the second part and to its heirs and assigns forever.

IN WITNESS WHEREOF, GRANTOR has hereunto subscribed her hand and seal on this day and year first above written.

"GRANTOR"
Park Village Development Company

By: Julie A. Clayton, Manager

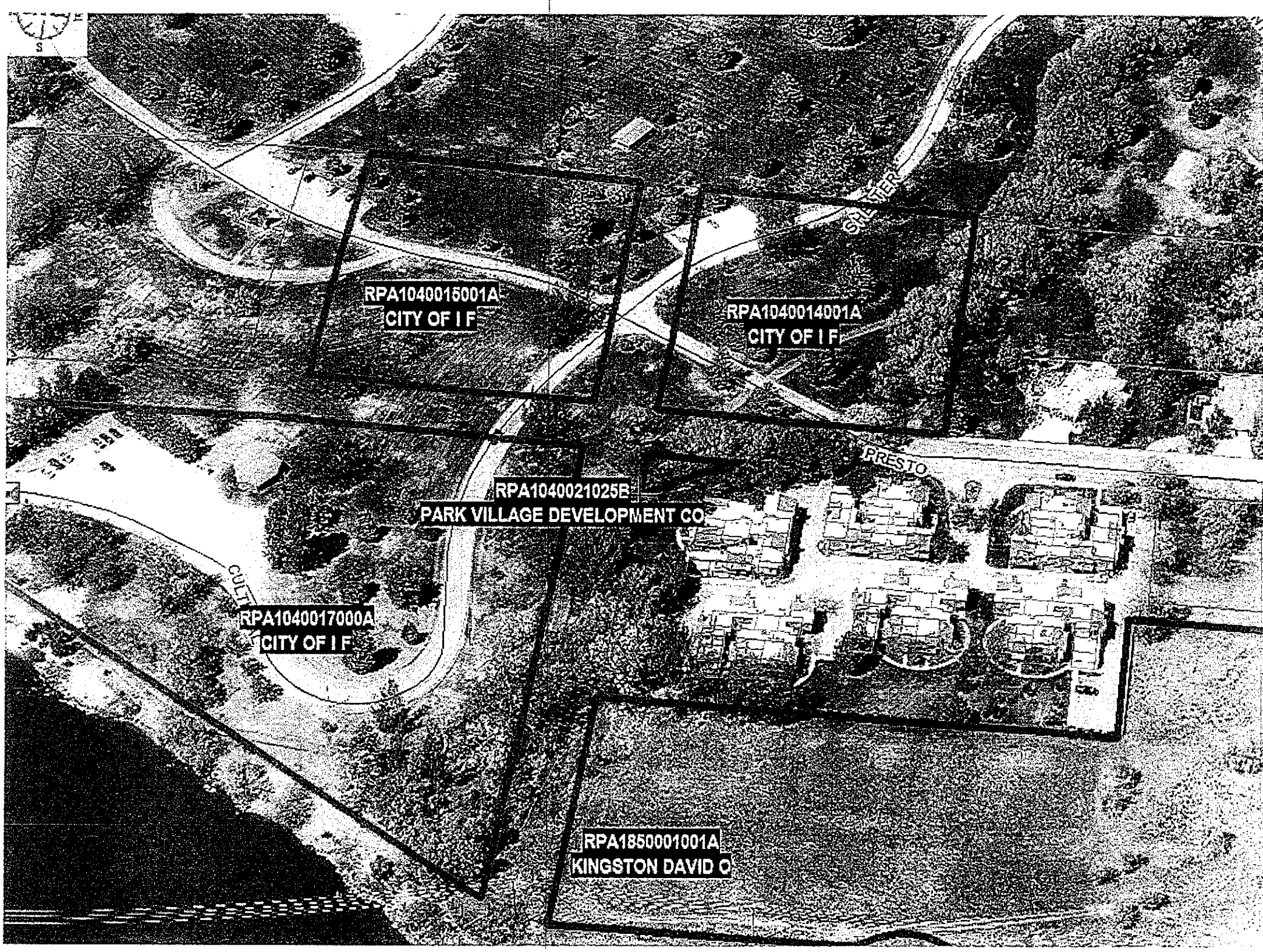
STATE OF IDAHO)
) ss:
County of Bonneville)

On this 20th day of ~~February~~ March, 2014, before me, the undersigned, a notary public, in and for said State, personally appeared Julie A. Clayton, known or identified to me to be the Manager of Park Village Development Company, and whose name is subscribed to the within instrument and acknowledged to me that she is authorized to execute the same for and on behalf of said company.

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

(Seal) ROSEMARIE ANDERSON NOTARY PUBLIC STATE OF IDAHO

Rosemarie Anderson
Notary Public of Idaho
Residing at: Idaho Falls, Idaho
My Commission Expires: 02-16-2018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PARK VILLAGE DEVELOPMENT CO
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CITY OF I F
RPA1850001001A
KINGSTON DAVID O

CITY OF IDAHO FALLS

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220

MUNICIPAL SERVICES

PHONE: (208) 612-8249
FAX: (208) 612-8148

March 24, 2014

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig Rockwood, Municipal Services Director

SUBJECT: **INSURSERV PROPERTIES, LLC PARKING LOT LEASE**

Attached for your consideration is the proposed lease agreement between the City of Idaho Falls and INSURSERV PROPERTIES, LLC, for City owned property located at 1465 Skyline Drive (Activity Center).

Randall Fife, City Attorney, has prepared and approved the attached lease. It is not anticipated that the property will be needed for public purpose during this term of agreement.

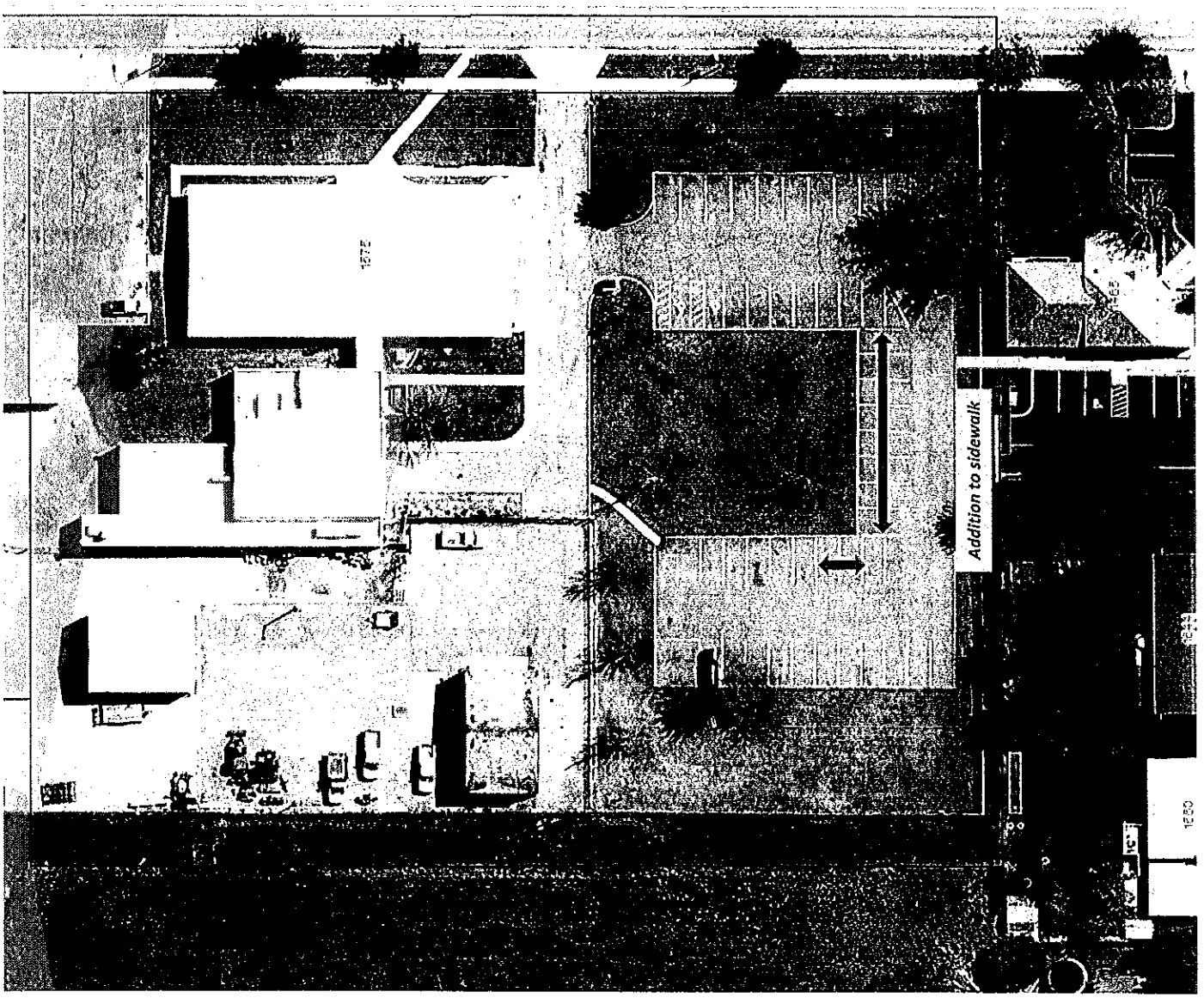
Municipal Services respectfully requests that the Council approve said lease agreement and authorize the Mayor to execute the documents.

Respectfully,

CRAIG ROCKWOOD
MUNICIPAL SERVICES DIRECTOR

CR/ch

Attachment


Addition to sidewalk

PARKING LOT LEASE AGREEMENT
BETWEEN CITY OF IDAHO FALLS, IDAHO AND
INSURSERV PROPERTIES, L.L.C.

THIS PARKING LOT LEASE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND INSURSERV PROPERTIES, L.L.C., (hereinafter "LEASE AGREEMENT"), made this _____ day of _____, 2014, by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho, 83405, (hereinafter "CITY"), and INSURSERV PROPERTIES, L.L.C., a limited liability company, whose address is 2600 Rose Hill, Ste. 101, Boise, Idaho 83705 (hereinafter "LESSEE").

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the mutual covenants, conditions and obligations set forth herein, the parties agree as follows:

1. **Premises**. CITY agrees to lease to LESSEE, subject to the full and faithful performance of the terms, conditions and covenants contained herein, ten (10) parking spaces located in the parking lot owned by CITY at its Activity Center, 1575 North Skyline Drive in Idaho Falls, Idaho, all as shown on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter "Leased Premises"). LESSEE shall be entitled to the exclusive use of such designated area solely for the purpose of providing parking spaces to its employees, agents and customers, provided, however, CITY reserves the right, upon at least thirty (30) days prior advance written notice to LESSEE, to designate other adjacent parking spaces of equal size and comparable distance from 1465 Skyline Dr., Idaho Falls, Idaho. In the event such notice is given, LESSEE shall at the expiration of such thirty (30) day notice, immediately vacate and surrender possession of the Leased Premises and thereafter cease all use of the parking lot for such purposes.

At that time, the parties shall amend this LEASE AGREEMENT to describe the new Leased Premises as designated by CITY, and provide for the immediate use of the new Leased Premises upon vacation of the previously identified premises.

2. **Initial Term and Options to Renew.** The term of this LEASE AGREEMENT shall commence on April 1, 2014, and shall terminate on December 31, 2017. LESSEE shall have the right and option to renew this LEASE AGREEMENT for three (3) additional consecutive periods of three (3) years each, provided LESSEE shall not then be in default of its obligations hereunder at the expiration of such original term or extended term. Such term shall renew automatically unless LESSEE provides written notice to CITY of its intent not to exercise the option to renew no less than ninety (90) days prior to the end of the current term. If the current Lease between LESSEE and HUB INTERNATIONAL MOUNTAIN STATES LIMITED (as acknowledged by CITY in Section 12 of this LEASE AGREEMENT) has been terminated, CITY reserves the right to terminate this LEASE AGREEMENT at any time, and for any reason, and without penalty to CITY, upon six (6) months prior written notice by CITY to LESSEE of its intent to terminate.

3. **Rental and Payment.** LESSEE agrees to pay to CITY as rental for the Leased Premises, the sum of Fifteen Dollars ($15) per month per parking space for ten (10) parking spaces or One Hundred Fifty Dollars ($150) per month commencing on the Commencement Date of this LEASE AGREEMENT, with each remaining monthly payment due on the first (1st) day of each calendar month thereafter throughout the term of this LEASE AGREEMENT. At the expiration of the term, and on the Renewal Term throughout the term of this LEASE AGREEMENT, or any extensions thereof, the amount of such rental shall be adjusted by multiplying the original rental by a fraction determined as follows: The U.S. Consumer Price Index of all Urban Consumers

(CPI-U), U.S. City Average, for November 2013, as determined by the U.S. Department of Labor, Bureau of Labor Statistics as denominator, and the most current CPI-U available at the time of such adjustment, as numerator.

4. **Use of Premises.** LESSEE is hereby granted the privilege of using the Leased Premises for the purpose of providing off-street parking for its employees and invitees to its business premises at 1465 Skyline Dr., Idaho Falls, Idaho. LESSEE may post the parking spaces "Private parking only — violators may be prosecuted under Section 9-6-1 City Code," or such other similar language which complies with such City Code Section. LESSEE shall be permitted to install a gate and/or opening in the chain link fence located on the property line between the Leased Premises and LESSEE's adjacent property to provide LESSEE access to the Leased Premises. In addition, LESSEE shall be permitted to construct a five foot (5') wide concrete sidewalk on the Leased Premises running from the gate to the existing parking lot curb. LESSEE shall be solely responsible for any costs relating to the installation and construction of the gate and the sidewalk.

5. **Limitation on Use.** LESSEE agrees that the Leased Premises and improvements thereon shall be used only for the temporary parking of private motor vehicles incidental to LESSEE's use, operation and maintenance of its commercial office building located at 1465 Skyline Dr., Idaho Falls, Idaho. LESSEE further agrees that the Leased Premises shall not be used for parking of commercial vehicles as defined by Idaho Code § 49-123 or for any other commercial purpose, without the express written consent of CITY.

6. **Utilities.** CITY shall be responsible for and pay all utilities for the Leased Premises. LESSOR shall have no obligation to construct or provide water or sanitary sewer service lines, electrical, sanitation, telephone, or other utility services to the Leased Premises.

7. **Maintenance of Premises.** CITY agrees to keep the Leased Premises clear of any debris, trash, weeds, clutter or other unattractive items of personal property. CITY shall also keep the Leased Premises reasonably clear of snow, ice or other obstruction or hazard to its use as a parking lot and pedestrian way. CITY shall also ensure the parking spaces are properly and clearly designated by pavement striping and parking barriers.

8. **Waste.** LESSEE agrees it will not commit nor permit any waste, or destruction of the Leased Premises or the improvements thereon, and shall upon the expiration of the term hereof, return the Leased Premises to CITY in the same condition as now exists, reasonable wear and tear excepted.

9. **Compliance With Applicable Law.** LESSEE agrees at all times herein to comply with all applicable rules, regulations, ordinances, statutes or administrative laws of the City of Idaho Falls, the State of Idaho, the United States of America or any agency or political subdivisions thereof having jurisdiction over the premises.

10. **Compliance With Environmental Laws.** LESSEE agrees not to store, dispose, use or allow the use of any "hazardous substance" or "hazardous waste" upon the premises, as such term is defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA," 42 U.S.C. § 9601, *et seq.*), the Clean Water Act ("CWA," 33 U.S.C. § 1251, *et seq.*), the Clean Air Act ("CAA," 42 U.S.C. § 7401, *et seq.*), the Toxic Substances Control Act ("TSCA," 15 U.S.C. § 2601, *et seq.*, the Resource Conservation and Recovery Act of 1976 ("RCRA," 42 U.S.C. § 6901, *et seq.*), the Idaho Environmental Protection and Health Act of 1972 ("IEPHA," Title 39, Chapter 1, Idaho Code), the Idaho Hazardous Waste Management Act of 1983 ("IHWIVIA," Title 39, Chapter 44, Idaho Code) or any other similar state or federal law or

regulation regulating the use, storage, transport or manufacture of a hazardous substance (such laws and regulations are hereafter referred to as "Environmental Laws").

CITY, and its agents, attorneys, employees, consultants and contractors, hereby reserve the right to enter upon and inspect the real properly and facilities leased hereby at any time for the purpose of determining LESSEE's compliance with the provisions of this paragraph, including without limitation, the right to perform such inspections, examinations, subsurface testing, soils and ground water testing and other tests necessary to protect CITY's interest in the property and ensure LESSEE's compliance with the terms and provisions of this paragraph.

If LESSEE fails to strictly comply with the Environmental Laws, CITY may immediately and without prior notice enter upon the Leased Premises and take such response action as reasonably necessary to bring the property into compliance with such laws and comply with any response action taken by any agency charged with the enforcement thereof. In such event, all costs, expenses and consultants' fees incurred by CITY for such response or remediation effort shall be promptly and immediately paid by LESSEE, and together with interest at a rate of twelve percent (12%) per annum until paid, from the date such costs were incurred by CITY.

CITY may, at the termination of this LEASE AGREEMENT, perform an environmental audit of such scope and extent determined necessary by CITY, in order to determine LESSEE's compliance with the terms and provisions of this paragraph. Such audit shall be performed at the sole expense of CITY.

LESSEE agrees to indemnify and save CITY harmless from any and all damages, remedial orders, judgments, decrees, costs and expenses, including but not limited to attorneys' fees, consultants' fees, clean-up costs, removal and response costs arising from LESSEE's failure to

strictly comply with the terms and provisions of this paragraph. The terms and provisions of this paragraph shall survive the termination of this LEASE AGREEMENT, and shall remain in effect for the full period of any statute of limitations with respect to the enforcement of the Environmental Laws or the terms and conditions of this LEASE AGREEMENT, whichever is longer. Nothing herein shall be deemed to impose upon LESSEE any obligation or duty to indemnify CITY on account of any violation of the environmental laws by CITY or by any leaseholder who was in possession of the demised premises prior to the commencement of the term of this LEASE AGREEMENT.

11. **Indemnification**. LESSEE agrees to indemnify, defend and hold CITY, its agents, officers, representatives, and employees harmless from any and all costs, expenses, fees, penalties, liability or loss resulting from any claim or claims, of any kind or nature, arising directly or indirectly from the acts of LESSEE, its agents, servants, guests, employees or invitees, under this LEASE AGREEMENT or by reason of any act or omission of LESSEE.

CITY agrees to indemnify, defend and hold LESSEE, its agents, officers, representatives, and employees harmless from any and all costs, expenses, fees, penalties, liability or loss resulting from any claim or claims, of any kind or nature, arising directly or indirectly from the acts of CITY, its agents, servants, guests, employees or invitees, under this LEASE AGREEMENT or by reason of any act or omission of CITY.

12. **Assignment**. Except as set forth hereafter, LESSEE shall not assign, mortgage, encumber, sublease or transfer this LEASE AGREEMENT or any part thereof, or improvements thereon or any privileges arising hereunder, without the prior written consent of CITY, which consent shall not be unreasonably withheld. CITY hereby acknowledges and agrees that the

property located at 1465 Skyline Dr., Idaho Falls, Idaho is currently subject to a lease between LESSEE, as Landlord, and HUB INTERNATIONAL MOUNTAIN STATES LIMITED as Tenant and that LESSEE intends to sublease the Leased Premises that is the subject of this LEASE AGREEMENT to HUB INTERNATIONAL MOUNTAIN STATES LIMITED ("SUB-LESSEE") and that SUB-LESSEE shall be entitled and subject to all of LESSEE's rights and obligations set forth herein.

13. **Termination of Lease.** LESSEE shall have the option to terminate this LEASE AGREEMENT at any time by giving written notice of said termination to CITY, sixty (60) days prior to said termination. LESSEE agrees to surrender and quit the Leased Premises immediately upon the termination of this LEASE AGREEMENT.

14. **Default.** In the event LESSEE shall file or have filed against it a petition under the Bankruptcy Act, or shall make as assignment for the benefit of creditors, become insolvent, or fail to fully and faithfully comply with the terms and provisions hereof, then and in such event, LESSEE shall be deemed to be in default of this LEASE AGREEMENT, and in the event LESSEE shall fail to cure such default within sixty (60) days after written notice shall have been given to them by CITY in a manner provided herein below, CITY may elect to terminate this LEASE AGREEMENT or alternatively or in addition thereto, CITY may pursue any other remedies at law or in equity to enforce the performance of this LEASE AGREEMENT. Such notice shall generally set forth the nature of the default claimed by CITY.

15. **Notices.** All notices required under the terms of this LEASE AGREEMENT shall be given by depositing a copy of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the receiving party at the address set forth below, or such

other addresses as may be given in a writing delivered to the sending party. All notices shall be deemed to be received upon their deposit in the United States mail in the manner provided above. For the purposes of this paragraph, the parties' addresses are as follows:

City of Idaho Falls
Attn: Director of Municipal Services
P.O. Box 50220
Idaho Falls, Idaho 83405

Insurserv Properties, LLC
Attn: Peter McDonald
2600 Rose Hill, Suite 101
Boise, ID 83705

With a copy of any notice of default or termination to:

Givens Pursley LLP
Attn: William C. Cole and Jeffrey A. Warr
601 W. Bannock Street
Boise, ID 83702

16. **Attorney's Fees.** In the event either party is required to commence legal action to enforce the terms and provisions hereof, the prevailing party shall be entitled to recover from the defaulting party a reasonable attorney's fee and court costs as determined by the court.

17. **Waiver/Invalidity.** If either party waives a breach of this LEASE AGREEMENT, such waiver shall not be construed as a waiver of any other simultaneous or subsequent breach of this LEASE AGREEMENT. If any provision of this LEASE AGREEMENT is found invalid, such invalidity shall not affect the enforceability of any other term or provision of this LEASE AGREEMENT.

18. **Binding Effect.** This LEASE AGREEMENT shall be binding upon the heirs, successors, personal representatives or assigns of the parties hereto.

19. **Complete Agreement.** The parties acknowledge and agree that this writing shall constitute the complete and final agreement of the parties hereto, that all prior negotiations, representations or understandings of the parties shall be deemed to merge into and are superseded by this LEASE AGREEMENT. This LEASE AGREEMENT may be amended only by written agreement duly and regularly executed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

ATTEST:

_____
Rosemarie Anderson
City Clerk

CITY OF IDAHO FALLS

By:_____
Rebecca L. Noah Casper
Mayor

INSURSERV PROPERTIES, L.L.C.,
an Idaho limited liability company,

By: _____
Peter D. McDonald
Manager

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____day of March, 2014, before me, the undersigned, a notary public, in and for said State, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that such City executed the same.

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

(Seal)

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

STATE OF IDAHO)
) ss:
County of)

On this 21 day of March, 2014, before me, the undersigned, a notary public, in and for said State, personally appeared Peter D. McDonald, known or identified to me to be the Manager of Insurserv Properties, L.L.C., a limited liability company, and whose name is subscribed to the within instrument and acknowledged to me that said limited liability company executed the same.

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

PATTI J. BISCH
NOTARY PUBLIC
STATE OF IDAHO

(Seal)

Patti J. Bisch
Notary Public of Idaho
Residing at: Ada County
My Commission Expires: June 14, 2019

CITY OF IDAHO FALLS

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220

MUNICIPAL SERVICES

PHONE: (208) 612-8249
FAX: (208) 612-8148

March 25, 2014

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig Rockwood, Municipal Services Director

SUBJECT: **BID IF-14-06 FURNISHING AND INSTALLING A COMPREHENSIVE RADIO FREQUENCY IDENTIFICATION (RFID) SYSTEM**

Attached for your consideration is the tabulation for above subject bid.

Council awarded Section I and II for the above bid on December 19, 2013 to Tech Logic Corporation. Following award of said bid, it has been determined that the vendor did not include all of the computer equipment in the bid totals. It is the recommendation of Municipal Services and the Library to reject the bid from Tech Logic Corporation and award to the next lowest responsive responsible bids as follows:

DESCRIPTION		BIDDER	AMOUNT
SECTION I:	In Desk Checkout Stations	Sirsi Corporation	$39,115.50
SECTION II:	Self-Contained Stand-Alone Stations	3M Library Systems	$25,838.00

Respectfully,

CRAIG ROCKWOOD
MUNICIPAL SERVICES DIRECTOR

CR/ch

Attachment

City of Idaho Falls
Bid Tabulation IF-14-06
Furnishing and Installing a Compreshensive RFID System

Bidder	1) Tech Logic Corporation White Bear Lake, MN	2) 3M Library Systems St. Paul, MN	3) Sirsi Corporation Lehi, UT
SECTION I: In Desk Checkout Stations with Full Payment Options			
Item I: In Desk Checkout Stations with Full Payment Options. Price per Unit	$11,493.00	$12,743.00	$9,485.00
Extended Price for Two (2)	$22,986.00	$25,486.00	$18,970.00
Item II: In Desk Checkout Stations with Limited Payment Options. Price per Unit	$4,594.50	$9,748.00	$6,990.00
Extended Price for Two (2)	$9,189.00	$19,496.00	$13,980.00
Installation Cost for All Units	$4,050.00	$3,200.00	$1,600.00
Annual Maintenance Cost for All Units (Years One and Two)	$1,600.00	$5,193.00	$2,965.50
Other Costs (Software etc.)	$405.00	$2,315.00	$1,600.00
Total Amount for Section I	**$38,230.00**	**$55,690.00**	**$39,115.50**
Delivery Time for Section I	6 - 8 Weeks ARO	25 - 30 Days ARO	3 - 4 Weeks ARO
SECTION II: Self-Contained, Stand-Alone Stations			
Item I: Stand Alone Checkout/Check-In Station with Full Payment Options.	$11,286.00	$11,011.00	$12,380.00
Item II: Stand Alone Checkout/Check-In Station with Limited Payment Options.	$4,387.50	$8,016.00	$9,885.00
Installation Cost for All Units	$3,627.00	$1,590.00	$800.00
Annual Maintenance Cost for All Units (Years One and Two)	$800.00	$3,266.00	$2,003.85
Other Costs (Software etc.)	$175.50	$1,955.00	$800.00
Total Amount for Section II	**$20,276.00**	**$25,838.00**	**$25,868.85**
Delivery Time for Section II	6 - 8 Weeks ARO	25 - 30 Days ARO	3 - 4 Weeks ARO

Bidder	1) Tech Logic Corporation White Bear Lake, MN	2) 3M Library Systems St. Paul, MN	3) Sirsi Corporation Lehi, UT
SECTION III: Circulation Staff Workstations			
Item I: Circulation Staff Workstations.			
Price per Unit	$3,600.00	$994.00	$995.00
Extended Price for Three (3)	$10,800.00	$2,982.00	$2,985.00
Installation Cost for All Units	$391.50	$75.00	$0.00
Annual Maintenance Cost for All Units (Years One and Two)	$1,200.00	$495.00	$268.65
Other Costs (Software etc.)	$67.50	$15.00	$0.00
Total Amount for Section III	**$12,459.00**	**$3,567.00**	**$3,253.65**
Delivery Time for Section III	1 - 2 Weeks ARO	25 - 30 Days ARO	3 - 4 Weeks ARO
SECTION IV: Detection System/Security Gates for RFID Tags. Two (2) Four-Aisle Systems			
Item I: Detection System/Security Gates.			
Price per Unit	$15,187.50	$11,549.00	$14,985.00
Extended Price for Two (2)	$30,375.00	$23,098.00	$29,970.00
Installation Cost for All Units	$6,840.00	$2,898.00	$800.00
Annual Maintenance Cost for All Units (Years One and Two)	$0.00	$3,864.00	$2,697.30
Other Costs (Software etc.)	$765.00	$440.00	$800.00
Total Amount for Section IV	**$37,980.00**	**$30,300.00**	**$34,267.30**
Delivery Time for Section IV	1 - 6 Weeks ARO	25 - 30 Days ARO	4 - 6 Weeks ARO

City of Idaho Falls
Bid Tabulation IF-14-06
Furnishing and Installing a Compreshensive RFID System

Bidder	1) Tech Logic Corporation White Bear Lake, MN	2) 3M Library Systems St. Paul, MN	3) Sirsi Corporation Lehi, UT
SECTION V: Conversion of 3M Self-Check Stations			
Item I: Convert 3M Self-Checkout to RFID. Price per Unit	$4,896.00	$998.00	$5,995.00
Extended Price for Two (2)	$9,792.00	$1,996.00	$11,990.00
Installation Cost for All Units	$3,546.00	$698.00	$800.00
Annual Maintenance Cost for All Units (Years One and Two)	$800.00	$2,949.00	$1,079.10
Other Costs (Software etc.)	$247.50	$1,625.00	$800.00
Total Amount for Section V	**$14,385.50**	**$7,268.00**	**$14,669.10**
Delivery Time for Section V	6 Weeks ARO	25 - 30 Days ARO	3 - 4 Weeks ARO

Idaho Falls Power

A Division of the City of Idaho Falls *"A community with its own kind of energy"*

Reliable Public Power Provider

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jackie Flowers, General Manager

DATE: March 20, 2014

Re: Tabulation and Bid Award for the 2014 Underground Reconductor Project

---

Attached for your consideration is the bid tabulation for the above referenced project. Over the past several years, Idaho Falls Power has been working to replace direct bury cable in areas where frequent outages have been experienced. This year approximately 12,757 feet of conduit and new cable will be placed in the Coachman, Hartert, and Vega Circle Subdivisions. This project is in the Capital Improvement Plan and in the FY14 budget.

Idaho Falls Power recommends that the City Council approve the design and accept the low bid of K/M Service Company for the base bid of $142,750.83.

JRF/577

Attachments

C: City Clerk
Purchasing
File

PO Box 50220
140 S Capital
Idaho Falls ID 83405

Phone: 208-612-8430
Fax: 208-612-8435
www.ifpower.org

CITY OF IDAHO FALLS
OFFICIAL BID OPENING

DATE OF OPENING: March 18, 2014 TIME: 10:00 am

LOCATION: City Clerk's Office, 308 Constitution Way, Idaho Falls, Idaho 83402

PROJECT: IDAHO FALLS POWER 2014 UNDERGROUND RECONDUCTOR PROJECT
Project No. ELEC-2014-05

ANTICIPATED COUNCIL AWARD DATE: Thursday, March 27, 2014

NAME OF BIDDER	BID BOND	ADDENDUM	BASE BID
K/M Service Company	5%	—	142,750.83
Track Utilities, LLC	5%	—	369,953.00
Mountain West Electric, Inc.	5%	—	408,244.00
PROBST ELECTRIC	5%	—	1,396,159.89

ENGINEER'S ESTIMATE: $ 145,000.00

Idaho Falls Power

A Division of the City of Idaho Falls *"A community with its own kind of energy"*

Reliable Public Power Provider

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jackie Flowers, General Manager

DATE: March 20, 2014

Re: Tabulation and Bid Award for Old Lower Plant Stop Log Construction

---

Attached for your consideration is the bid tabulation for the above referenced project. Stop logs are steel structures used in the dewatering of the Old Lower Power Plant to facilitate upgrades at the Old Lower Power Plant. This project is a subset of the Old Lower Plant Upgrade and Rewind Project in the Capital Improvement Plan and in the FY14 budget.

Idaho Falls Power recommends that the City Council approve the design and accept the low bid of Intermountain Erectors for the base bid of $125,848.00.

JRF/575

Attachments

C: City Clerk
Purchasing
File

PO Box 50220
140 S Capital
Idaho Falls ID 83405

Phone: 208-612-8430
Fax: 208-612-8435
www.ifpower.org

CITY OF IDAHO FALLS
OFFICIAL BID OPENING

DATE OF OPENING: March 18, 2014 TIME: 11:00 am

LOCATION: City Clerk's Office, 308 Constitution Way, Idaho Falls, Idaho 83402

PROJECT: IDAHO FALLS POWER OLD LOWER PLANT STOP LOGS
PROJECT NO. ELE-2014-2

ANTICIPATED COUNCIL
AWARD DATE: Thursday, March 27, 2014

NAME OF BIDDER	BID BOND	ADDENDUM	BASE BID
Intermountain Erectors, Inc.	5%	—	125,848.00
Rule Steel	5%	—	131,875.00
American Fabrication, Inc.	5%	—	140,836.00

ENGINEER'S ESTIMATE: $ 162,000.00 - 192,000.00

Idaho Falls Power

A Division of the City of Idaho Falls *"A community with its own kind of energy"*

Reliable Public Power Provider

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jackie Flowers, General Manager

DATE: March 20, 2014

Re: Tabulation and Bid Award for Phase 2 of the Parking Lot Resurface Project

---

Attached for your consideration is the bid tabulation for the above referenced project. This project involves resurfacing approximately half of the parking lot/yard area at the Idaho Falls Power administration building. The project is in the Capital Improvement Plan and in the FY14 budget. Phase 1 was completed in 2013.

Idaho Falls Power recommends that the City Council approve the design and accept the low bid of HK Contractors, Inc. for the base bid of $70,982.60.

JRF/576

Attachments

C: City Clerk
Purchasing
File

PO Box 50220
140 S Capital
Idaho Falls ID 83405

Phone: 208-612-8430
Fax: 208-612-8435
www.ifpower.org

CITY OF IDAHO FALLS
OFFICIAL BID OPENING

DATE OF OPENING: March 18, 2014 TIME: 2:30 pm

LOCATION: City Clerk's Office, 308 Constitution Way, Idaho Falls, Idaho 83402

PROJECT: IDAHO FALLS POWER PARKING LOT REHABILITATION PHASE 2
PROJECT NO. ELEC-2014-4

ANTICIPATED COUNCIL
AWARD DATE: Thursday, March 27, 2014

NAME OF BIDDER	BID BOND	ADDENDUM	BASE BID
Jerome Bowen Construction	5%	—	92,137.48
DePatco, Inc.	5%	—	72,775.19
TMC Contractors, Inc.	5%	—	90,024.89
HK Contractors, Inc.	5%	—	70,982.60

ENGINEER'S ESTIMATE: $ 75,000.00

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: April Collier, Director of Human Resources

SUBJECT: Adoption of Updated Personnel Policy

Date: March 27, 2014

It is respectfully requested that the City Council adopt the attached Personnel Policy. This updated document improves the alignment of personnel policies with City practices, federal and local laws. This updated Personnel Policy has been reviewed with legal counsel.

Respectfully,

April Collier
Director of Human Resources

Attachment

Rose Anderson

From: April Collier
Sent: Tuesday, March 25, 2014 3:44 PM
To: Rebecca Casper
Cc: Rose Anderson; Randy Fife
Subject: Plse Send to Council: Revised Personnel Policy
Attachments: 2013 Personnel Policy_all edits_forCouncil_FINAL.pdf

Mayor,

Attached is the revised Personnel Policy based on the discussion during yesterday's Work Session. The Council asked that I get this to them quickly for possible review prior to Thursday's Council meeting. In addition to the changes that I presented originally, I have incorporated the following requests from the Council:

- All proposed EEO/harassment/discrimination changes that were requested in October 2013 are now included
- Protected categories listed in the same order throughout the document (except under VII.D.2b where it made more sense for a slight deviation)
- The proposed Drug Free Workplace Policy added at the end
- Format consistency across entire document

Would you like me to send this to the Council, or do you prefer to do it? I've also cc: Rose so it can be included in the Council packets that she sends out.

Thank you

April Collier, MA, SPHR
Director of Human Resources
City of Idaho Falls
Office: (208) 612-8167

CITY OF IDAHO FALLS

PERSONNEL POLICY

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CITY OF IDAHO FALLS
PERSONNEL POLICY

EFFECTIVE DATE: September 22, 2013 (TBD)

I. PURPOSE

The purpose of this Policy is to establish a safe efficient and cooperative working environment, to establish the responsibilities and level of performance expected of all City employees and to explain benefits provided to City employees. THIS POLICY IS NOT TO BE CONSTRUED AS A CONTRACT OF EMPLOYMENT AND IS NOT INTENDED TO SPECIFY THE DURATION OF EMPLOYMENT OR LIMIT THE REASONS FOR WHICH AN EMPLOYEE MAY BE DISCHARGED. THIS POLICY CREATES NO RIGHTS, CONTRACTUAL OR OTHERWISE, ON BEHALF OF EMPLOYEES OF THE CITY. The City may, at its sole discretion, alter or amend this Policy or portions thereof at any time without prior notice to or consent by its employees.

II. NATURE OF EMPLOYMENT:

ALL EMPLOYEES OF THE CITY ARE EMPLOYED AT THE DISCRETION OF THE MAYOR AND CITY COUNCIL AND SHALL HAVE NO RIGHT TO CONTINUED EMPLOYMENT OR EMPLOYMENT BENEFITS, EXCEPT AS MAY BE AGREED IN WRITING AND EXPRESSLY APPROVED BY THE CITY COUNCIL. All provisions of this Policy shall be interpreted in a manner consistent with this paragraph and in the event of any irreconcilable inconsistency; the terms of this paragraph shall prevail.

III. EQUAL EMPLOYMENT OPPORTUNITY:

The City of Idaho Falls intends to provide fair and impartial treatment to all individuals with respect to service, recruitment, hiring, training, promoting and all other programs without regard to race, color, national origin, religion, age, sex, ~~national origin, or~~ disability, sexual orientation, gender identity/expression, and any other bases protected by law. The City also prohibits any form of harassment within the work place, sexual or otherwise.

IV. SCOPE:

A. This Policy applies to all regular, temporary~~seasonal~~ and part-time employees, including employees who are subject to a collective bargaining agreement or who are included within the Classified Civil Service, unless specifically designated otherwise. This Policy shall, to the extent possible, be interpreted in a manner consistent with the provisions of any collective bargaining agreement approved by the City Council or civil service regulations adopted by ordinance or by statute, provided, however, in the event of any irreconcilable inconsistency, then such collective bargaining agreement or civil service rules, regulations or statutes shall prevail.

B. Any matter not specifically covered herein, or any matter requiring interpretation of this Policy shall be addressed first to the Division Director of the Division in which the employee is employed, then to the Director of Human Resources, and finally to the Mayor.

V. DEFINITION AND TERMS:

A. The terms and provisions used in this Policy shall have the meanings ascribed below, unless the context expressly indicates otherwise. All references to the masculine shall be deemed to include the feminine and all references to the singular form shall be deemed to include the plural.

B. Terms used within this Policy shall have the meanings ascribed below:

1. "Child" means a natural born child, a legally-adopted child or a child for whom an employee or his or her spouse has been appointed as guardian by a decree issued by a Court of Competent Jurisdiction.

2. "City" means the City of Idaho Falls."

3. "Continuous Tour of Duty" means a period of any consecutive 12 months during which a full or part-time employee is assigned to work a basic work week without interruption except for any kind of leave or excused absence authorized under this Policy.

4. "Employee" means a person who is employed by the City for compensation, but excluding elective officers, volunteers and independent contractors.

5. "Full-Time Employee" means a regular employee who is assigned to work thirty-five (35) hours or more during a work week, as defined in Section X hereof. For purposes of the Affordable Care Act of 2010 and group health plan coverage only, an employee (regular or temporary) will be considered a "full-time employee" for certain application months as determined pursuant to the City's Full-time Employees Tracking and Application Policy.

6. "Immediate Family" means:

   a. A spouse of an employee.

   b. A father or mother of the employee or a father or mother of the employee's spouse; this includes the step-parent of an employee or spouse of an employee, provided that the step-parent has raised the employee or spouse of the employee to adulthood.

   c. A sister or brother of the employee or a sister or brother of the employee's spouse.

   d. A child of an employee or a child of an employee's spouse.

   e. A grandparent or grandchild of an employee or a grandparent or grandchild of an employee's spouse.

   f. A son-in-law or daughter-in-law of an employee.

   This definition shall not be applicable with respect to the provisions herein regarding Family Medical Leave benefit.

7. "Part-Time Employee" means a regular employee who is assigned to work less than thirty five (35) hours per work week. Employees who actually work thirty five (35) hours or more during any work week shall not be deemed to be a full-time employee, unless a change in his or her status is approved by written personnel action.

8. "Regular Employee" means any full or part-time employee who is assigned to work a continuous and indefinite tour of duty.

9. "Retirement" means a termination of employment while eligible to receive retirement benefits under the Idaho Public Employees Retirement System.

10. "Temporary~~Seasonal~~ Employee" means any employee assigned a limited or non-continuous tour of duty.

11. "Stepchild" means a child of the spouse of an employee, but who is not the natural-born or adopted child of such employee.

VI. ADMINISTRATION AND RECRUITMENT:

A. The Mayor may delegate his or her administrative authority to the Division Directors. The Division Directors may, pursuant to such delegation of authority, take such actions as are necessary to fully implement the terms and provisions hereof and to accomplish the objectives set forth herein. Actions of the Division Directors shall be consistent with the terms of this Policy.

B. Each Division Director is responsible for the hiring of employees within his or her Division, subject to the pre-employment requirements stated in this Policy. Hiring of employees shall be in conformity with budgetary allocations, classifications and wage rates approved by the Mayor and City Council.

C. Subject to the pre-employment policy set forth herein, each Division Director assumes responsibility for the following:

1. Reviewing applications certified by the Division of Human Resources.

2. Interviewing applicants certified by the Division of Human Resources and hiring the applicant the Division Director deems to be the best qualified.

3. Prior to an employment offer, obtaining necessary approval as indicated on the Personnel Action request.

4. Submitting file of successful applicant and approved Personnel Action request to Division of Human Resources for payroll action and personnel records.

VII. DISCRIMINATION AND ~~SEXUAL~~ HARASSMENT POLICY:

A. Unlawful Discrimination and Harassment Prohibited. Unlawful discrimination and~~/or sexual~~ harassment ~~is~~are ~~a~~ forms of misconduct that undermine~~s~~ the integrity of the employment relationship. Unlawful discrimination or~~and/or sexual~~ harassment of any employee or member of the public by or against an employee of the City is absolutely prohibited. The City desires to maintain a working environment free from unlawful discrimination, ~~sexual~~ harassment and~~or~~ disruptive behavior. Each employee has the right to work in an atmosphere that promotes equal opportunities and is free from all forms of discrimination or harassment. Unlawful discrimination or harassment by a non-employee against any person, whether or not an employee, within the workplace, is similarly prohibited.

B. Retaliation Prohibited. The City and its officers and employees shall not retaliate in any way against an individual who complains of unlawful discrimination ~~and~~/or ~~sexual~~ harassment participates as a witness or assists another employee in making a claim of discrimination ~~and~~/or ~~sexual~~ harassment.

C. Definition of Unlawful Discrimination and Harassment.

1. Unlawful ~~discrimination or~~ harassment is unwelcome conduct toward a person because of a legally protected personal characteristic including race, color, national origin, religion, age, sex~~consists of any form of unlawful discrimination on the basis of race, sex, religion, national origin, disability, age~~, sexual orientation, gender identity/expression, or any other bases protected by law and which creates an intimidating, hostile or offensive working environment, unreasonably interferes with work performance or negatively affects an individual's employment opportunities.

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~~C.~~ 2. Unlawful discrimination occurs when an employee is treated less favorably in employment decisions because of a legally protected personal characteristic including race, color, national origin, religion, age, sex, disability, sexual orientation and/or gender identity/expression, or any other bases protected by law.

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D. Forms of Unlawful Discrimination and Harassment

1. Sexual Harassment

a. No employee shall be subject to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when

(1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

(2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or

(3) such conduct has the purpose or effect of unreasonably interfering with an individual's work environment or creating an intimidating hostile or offensive working environment. Sexual harassment includes, without limitation, unwelcome propositions of a sexual nature or having sexual overtones, offensive touching of the body or display of sexually explicit images, or paraphernalia within the work place.

2. Race, color, national origin, religion, sex, ~~and national origin discrimination~~, sexual orientation and gender identity/expression discrimination.

a. No employee shall be subject to unlawful discrimination or harassment as a result of that employee's race, color, national origin, religion, sex~~or national origin~~, sexual orientation, or gender identity/expression.

b. No employee shall be unlawfully denied equal employment opportunity because of race, color, national origin, religion, sex, ~~or race~~, sexual orientation, or gender identity/expression. Equal employment opportunity cannot be denied

because of marriage or association with persons of a particular race, color, religion, sex~~or national origin~~, sexual orientation, gender identity/express or national origin or because an employee has a surname associated with a national origin group.

~~e. Harassment on the basis of race, religion or national origin is not tolerated. An ethnic, racial, or religious slur or other verbal or physical conduct because of an individual's race, nationalitly or religion constitutes harassment if it creates an intimidating, hostile or offensive working environment, unreasonable interferes with work performance or negatively affects an individual's employment opportunities.~~

3. Disability Discrimination (American with Disabilities Act)

   a. The City will not discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment. Additionally, the Americans with Disabilities Act (ADA) requires employers to reasonably accommodate qualified individuals with disabilities. It is the policy of the City to comply with all Federal, state, and local laws concerning the employment of persons with disabilities.

   b. The City will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of the job in question. An individual, who can be reasonably accommodated for the job in question, without undue hardship, will be given the same consideration for that position as any other employee or applicant.

   c. All employees are required to comply with safety standards. Applicants who cannot meet such standards and who pose a direct threat to the health or safety of other individuals in the workplace, which threat cannot be eliminated by reasonable accommodation, will not be hired. Current employees who pose a direct threat to the health of safety of the other individuals in the workplace will be placed on appropriate leave until an organizational decision has been made in regard to the employee's immediate employment situation.

   d. Definitions: In implementing this policy, the City will be guided by the applicable definitions of the ADA, lawful regulations promulgated with respect thereto and case law construing the ADA, and applicable state and local law. In the event of any conflict between such laws and regulations and the provisions of this policy, then such laws and regulations shall control. The following definitions are provided for general guidance of employees and applicants in understanding the policy of the City of Idaho Falls:

(1) "Disability" refers to a physical or mental impairment that substantially limits one or more of the major life activities of an individual. An individual who has such an impairment, has a record of such an impairment is also deemed a "disabled individual". An individual may also be deemed "disabled" if that person is *regarded as* having such impairment.

(2) "Major life activity" may include things such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating or working. A "major life activity" may also include bodily functions such as functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive systems.

(3) "Direct threat to safety" refers to a significant risk to the health or safety of others that cannot be eliminated by reasonable accommodation.

(4) A "qualified individual with a disability" refers to an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that the individual holds or has applied for.

(5) "Reasonable accommodation" refers to making existing facilities readily accessible to and usable by individuals with disabilities, including but not limited to; job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, adjustment or modification of examinations, adjustment or modification of training materials, adjustment or modification of policies, and similar activities.

(6) "Undue hardship" refers to an action requiring significant difficulty or expense by the employer. The factors to be considered in determining an undue hardship include: (1) the nature and cost of the accommodation; (2) the overall financial resources of the facility at which the reasonable accommodation is to be made; (3) the number of persons employed at that facility; (4) the effect on expenses and resources or other impact upon that facility; (5) the overall financial resources of the City; (6) the overall number of employees and facilities; (7) the operations of the particular facility as well as the entire City; and (8) the relationship of the particular facility to the City. These are not all of the factors but merely examples.

(7) "Essential job functions" refers to those activities of a job that are the core to performing the job in question.

4. Age Discrimination

a. No employee shall be unlawfully discriminated against with respect to compensation, terms conditions, or privileges of employment because of the individual's age.

E. Reporting a Complaint. All employees are strongly encouraged to report behavior which may constitute unlawful discrimination or ~~sexual~~ harassment. Such reports shall be made in the manner set forth herein, so that appropriate, effective and timely action may be taken. Individuals who believe they are being discriminated against or ~~sexually~~ harassed should, whenever possible, tell the offender that his or her behavior is unwelcome. However, such confrontation is not always feasible or productive and is not required. Any employee who believes he or she has been or is being unlawfully discriminated against or harassed should report the situation immediately to one or more of the following persons: (i) his or her immediate Supervisor, (ii) any Division Director of the City (preferably, the Division Director of the division in which the employee is employed); ~~or~~ (iii) the Director of Human Resources; or (iv) the City Attorney. Whenever any officer or employee of the City receives information that unlawful discrimination or ~~sexual~~ harassment has occurred or is occurring in the work place, he or she shall report the matter to (i) his or her immediate Supervisor; (ii) ~~the~~any Division Director ~~over the Division in which the harassment has occurred or is occurring;~~, (iii) the Director of Human Resources; or (iv) the City Attorney ~~or the Mayor~~. The officer receiving such report shall maintain a file documenting such report and shall ensure the matter is resolved appropriately. All supervisory employees to whom a report of unlawful discrimination or ~~sexual~~ harassment is made shall attempt to resolve the matter informally; however, if the matter cannot be resolved to the satisfaction of the complaining employee, a confidential investigation shall be made in accordance with the provisions of such Section F hereof.

F. Formal Complaint Resolution. When a discrimination or ~~sexual~~ harassment complaint cannot be resolved, the matter may be referred to the City Attorney to conduct a confidential investigation. The City Attorney may use other employees or officers of the City to conduct such investigation, provided, however, in order to protect the individuals involved, such investigation shall be confidential and to the extent permitted by law, shall be protected by the attorney-client or work product privileges. Upon receipt of such complaint, the City Attorney may take the following immediate steps: (i) have the complainant complete a written report describing the discrimination or ~~sexual~~ harassment; (ii) obtain a statement from the accused; (iii) obtain statements from any witnesses; (iv) prepare a report and recommendation. The investigation shall be completed and a written report prepared as soon as reasonably possible. Appropriate disciplinary action shall be taken if there is sufficient evidence to support the allegation, including the possibility of termination of anyone who is guilty of unlawful discrimination or ~~sexual~~ harassment. If there is insufficient evidence to support the

allegations, no record will be made in the complaining employee's personnel file or in the personnel file of the accused. If the investigation discloses that the complaining employee has falsely accused another employee of discrimination or ~~sexual~~ harassment, knowingly or in a malicious manner, the complaining employee may be subject to disciplinary action as appropriate to the circumstances. The investigation and all records of the matter shall, to the fullest extent permitted by law, be kept confidential and shall involve other officers or employees of the City only on a "need-to-know" basis.

G. Interpretation. The policy shall be interpreted in a manner consistent with the applicable federal, state, and/or local laws~~Title VII of the Civil Rights Act of 1964, ("The Act")~~. Nothing herein shall be construed or otherwise interpreted as conferring any right, privilege, or protected status above and beyond the rights protected by these laws~~Act~~.

VIII. EMPLOYEE RECRUITMENT AND STATUS:

A. All employees of the City of Idaho Falls will be hired on the basis of qualifications, ability, attitude, aptitude, education and work ethic as determined at the sole discretion of the hiring officer. No supervisory employee shall hire or otherwise participate in the decision to hire any person, by blood or marriage, within the second degree of consanguinity to such supervisory employee.

B. The status of all employees (i.e., regular, temporary~~seasonal~~, full-time, part-time) shall be determined at the time of hire and shall be reflected in a Personnel Action form executed by the Mayor. The status of all employees at any given time shall be based upon the most recent Personnel~~al~~ Action form signed by the Respective Division Director, Human Resources Director, and Controller, irrespective of whether the employee's work schedule, hours, assignment or duties shall be changed by his or her Division.

C. When a new position is created or other vacancy occurs and the possibility for advancement of qualified regular employees have been considered, a public announcement may be made by the Division of Human Resources soliciting applications from other interested and qualified persons. Residents of the City of Idaho Falls will be given preference for employment where their qualifications, ability, attitude, aptitude, education and work ethic as determined at the sole discretion of the hiring officer for a particular position are equal to those of applicants residing outside the City.

D. Every applicant shall, when an opening occurs, complete an Application for Employment in such form as may be determined by the Division of Human Resources. Any employee who willfully furnishes information in an employment application that is false in any material respect, may be subject to immediate discharge.

E. All applicants must provide employment references to the City. The names of former employers are preferred. Applicants who have previously worked for the City shall provide the name of their former supervisor(s).

F. All applicants for regular employment shall file their applications for employment with the Division of Human Resources. No person shall be hired unless their name has been placed on a qualified list by the Division of Human Resources.

G. Physical examinations shall not be administered to or required of any applicant prior to the extension of any offer of employment. However, an offer of employment may be made subject to successful completion of a physical examination, provided any physical condition or qualification shall be made only for bona fide conditions reasonably necessary to fulfill the essential functions of the position. No condition or qualification shall be imposed in contravention of the Americans With Disabilities Act. Nothing herein shall preclude the use of pre-employment testing for use of controlled substances by any applicant for any position which requires a commercial driver's license.

IX. PROMOTIONS AND HIRES:

A. All promotions or upgrading to an advanced classification will be made on the basis of qualifications, ability, attitude, aptitude, education, performance and work habits. Everything else being equal, employees of longest service will be given preference.

B. Approval of promotions will be shown on Personnel Action request. Any increase in an employee's wage shall become effective at the start of a pay period and only when approved by the appropriate Division Director over such employee, the Division of Human Resources and the Division of Municipal Services.

X. WORK WEEK AND DETERMINATION OF BENEFITS:

A. The administrative work week is a payroll term used to set the limits of a work week for payroll purposes and is generally considered as a period of seven (7) consecutive calendar days commencing at 12:01 a.m. Sunday and continuing until 12:00 midnight on Saturday. Generally, the administrative work week is identical to the calendar week. Each administrative work week must stand by itself with respect to any computation of payments to the employee for overtime and shift differential purposes. Public Safety Departments will set an administrative work week for public safety employees in compliance with the Fair Labor Standards Act, (FLSA).

B. The basic or regular work week is a period within the administrative work week, fixed in advance, during which the employee is regularly required to work. The basic work week will normally be any scheduled work period between thirty-five (35) and forty (40) hours in length. In accordance with the FLSA, Public Safety Departments may designate up to a 28 day administrative work -schedule.

C. Full-time employees shall receive full benefits in accordance with the terms of this policy. Part-time employees who are assigned to work twenty (20) hours or more per regular work week shall be entitled to receive benefits on a pro-rated basis, based upon the number of hours so assigned compared to a forty (40) hour regular work week.

Temporary~~Seasonal~~ employees and part-time employees who work less than twenty (20) hours per regular work week are not entitled to receive benefits.

D. For the purpose of calculating vacation, sick leave and other leave benefits; a working day shall be a period of time equal to the employee's scheduled daily work period, but in no event to exceed 8 hours.

XI. CLASSIFCATION AND PAY GRADE POLICY

A. Purpose of Policy. This policy applies to all classified employees of the City of Idaho Falls, as defined hereafter. The purpose of this policy is to encourage a systematic, uniform and equitable method of establishing salaries and wages paid to the classified employees of the City. Nothing herein is intended to establish any right to continued employment, to limit the reasons for which an employee may be discharged or to otherwise create any contractual right of the employees of the City.

B. Employee Lists. The City Controller's Office shall maintain an up-to-date list of the names of employees and their title classification and title classification anniversary date, and other data as may be required for plan administration. The Division of Human Resources shall be responsible for maintaining a list of title classifications, designating pay grade in which the title classifications have been allocated and maintaining a pay grade and salary schedule which will designate the salary payable for the various grades and steps.

C. Administration of the pay plan. The following provisions shall govern the administration of the pay plan.

1. Salary on Employment. Placement to any position in any pay grade shall normally be made at the first step for the pay grade. Higher step placement may be effectuated commensurate with the applicant's qualifications as determined by the Division Director and Director of Human Resources.

   a. A person who was previously employed by the City of Idaho Falls and is rehired shall start in the pay grade and step level as any other new hire, unless the person's qualifications justify higher step level placement as determined by the Division Director and Director of Human Resources.

2. Salary step advancement and pay adjustments. Advancement to the next step in the salary schedule may be awarded to an employee upon a supervisory evaluation indicating adequate performance and after completion of the necessary service requirement. Division Directors have the option of holding an employee in a step level should the employee's work performance so dictate.

   a. Pay adjustments shall be effective on the first pay period following the employee's accumulation of the necessary service requirements.

b. The Personnel Action form is to be completed sufficiently in advance to secure the required signatures and for Human Resources and Payroll to receive the approved Personnel Action form prior to the effective date.

3. Salary on Promotion. An employee who is promoted to a higher classification shall be placed in the appropriate pay grade and at a step level rate of pay which most closely corresponds to but is higher than the step level rate of pay assigned to the employee prior to promotion. In no event shall the step level rate of pay be equal to or lower than the step level rate of pay prior to promotion. The effective date of promotion becomes the new title classification anniversary date.

4. Salary on Demotion. An employee who is demoted to a lower classification shall be placed in an appropriately lower pay grade and at a step level rate of pay which is equal to or less than the employee's step level rate of pay prior to demotion, as determined by the Division Director and the Director of Human Resources. The effective date of demotion becomes the new title classification anniversary date.

5. Salary on Transfer. An employee transferred from one position to another in a classification to which the same pay grade is applicable shall continue to receive the same step level rate of pay and the effective date of the transfer becomes the new title classification anniversary date. An employee transferred to a lower classification shall be placed in the appropriate pay grade and at a step level rate of pay which is equal to or less than the employee's step level rate of pay prior to the transfer, as determined by the Division Director and Director of Human Resources.

6. Salary on Position Reclassification. An employee whose position is reclassified by the Division Directors from one pay grade to another, shall continue to receive the same compensation until he/she reaches the next pay period after the effective date, at which time he/she shall be placed in the approved pay grade and step level. If the position is classified to a lower classification the employee will remain at their current hourly rate until such time as the grade and step to which they are reclassified exceeds the current hourly rate at which time they will be eligible to receive a pay increase.

7. Job Descriptions. Every regular position of employment by the City of Idaho Falls shall have a job description. As and when new positions of employment are created, or existing classifications are re-evaluated, the Division of Human Resources, with the assistance of, and in collaboration with, the appropriate Division Director shall cause a job description for that position of employment to be prepared. Each job description shall be classified by the Division Directors and incorporated into the comprehensive salary plan.

D. Contents of the classification and pay grade schedule. The classification plan shall include:

1. An outline of the classifications arranged within the appropriate pay grade schedule.

2. Position descriptions for positions within the classified program, indicating the title and descriptive information concerning duties, responsibilities, and other employment requirements and standards in such form as the Division of Human Resources may prescribe.

E. Positions exempt from the classified pay grade. Non-classified positions shall consist of the following:

1. Mayor and members of the City Council and other elected officials and persons appointed to fill vacancies in these elected offices.

2. Division Directors.

3. Electrical Division Assistant General Manager, Superintendents and Foreman.

4. The City Attorney, City Prosecutor, City Physicians, and their Assistants.

5. Golf Professionals and Assistant Golf Professionals.

6. Persons employed to make or conduct a special inquiry, investigation, examination or installation, if the Mayor and City Council certifies that such employment is temporary, and that the work should not be performed by employees in the classified program.

7. Employees covered by formal collective bargaining agreements that dictate a different compensation policy.

8. ~~Seasonal~~ Temporary employees.

XII. OVERTIME AND COMP-TIME:

A. Overtime work and comp-time is work officially ordered or approved in excess of the basic or regular work week. Overtime/comp-time in excess of established daily or weekly working schedules should generally be avoided.

1. Unscheduled overtime/comp-time or overtime/comp-time ordered to meet emergency work situations should be ordered and approved by the Division Director or manager with delegated authority.

2. Scheduled overtime or comp-time, resulting in an extended work week consisting of the basic or regular work week plus scheduled overtime/comp-time, must have prior approval of the respective Division Director or manager with delegated authority.

3. Employees shall not work overtime or comp-time of any kind without the approval of his or her Supervisor, Division Director or the Mayor.

B. Overtime and comp-time will be paid to qualifying employees pursuant to the Fair Labor Standards Act and in accordance with the provisions below.

1. Overtime and comp-time will be computed in multiples of not less than one-half (½) hour.

2. Standby time shall be any time an employee must be available for emergency work in addition to the basic work week and overtime.

3. Employees who are scheduled on standby time shall be guaranteed a minimum of sixteen (16) hours pay at the straight time base hourly rate. Any scheduled work performed on standby, outside of regular work hours, shall be paid at the rate of one and one- half (1½) times the base hourly rate.

4. The pay for call-out shall be paid at the rate of one and one-half (1½) times the base hourly rate, and the hours worked shall be credited against the standby guarantee on an hour-for-hour exchange.

C. Any employee required to take an emergency call out, except those on standby, shall be guaranteed two (2) hours at one and one-half (1½) times the base rate per call, unless two (2) calls fall within one (1) two (2) hour time period.

XIII. SHIFT DIFFERENTIAL COMPENSATION

A. The City of Idaho Falls shall pay a shift differential premium to employees, (excluding those under separate labor contracts) for full regularly scheduled working shifts that fall outside the hours of 4:00 AM and 2:00 PM. The rate of compensation will be $.25 per hour for employees who start and work their regularly scheduled shift at or after 2:00 PM and $.50 per hour for employees who start and work their regularly scheduled shift at or after 7:00 PM.

B. Shift differential will not be paid for employees whose regularly scheduled shift starts in the non-eligible time of 4:00 AM to 2:00 PM. Employees who are regularly scheduled in non-eligible time who enter the eligible time in an overtime status are not eligible for shift differential. Holidays, sick leave, and vacation hours will not be considered for shift differential.

XIV. HOLIDAYS:

A. Except as set forth in Section E below, Regular Employees who are not generally required to work on holidays, shall be paid their established wage for such holiday.

B. Ten (10) state-designated annual holidays and one special holiday will be observed. State-designated holidays are: New Year's Day, Human Rights Day, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. No other holiday designated by the State will be observed unless specifically approved by the Council.

1. Whenever any State-designated holiday falls on Saturday, the preceding Friday shall be a holiday and whenever any State-designated holiday falls on Sunday, the following Monday shall be a holiday.

2. The special holiday shall be determined as follows: The Monday preceding Christmas Day when the latter falls on Tuesday or the Friday following Christmas Day when the latter falls on a Thursday, or if no such holiday occurs during the year, then the Friday following Thanksgiving Day. Library personnel will celebrate the special holiday on the 24th of December. If December 24th falls on a Sunday, Library employees will be granted another day off during the Christmas week for the special holiday.

C. Whenever a recognized holiday falls on an assigned day off within an administrative work week, the nearest working day will be declared a holiday.

D. An employee who is required to work on a holiday, in addition to holiday pay will receive pay for hours worked at employee's base rate and for hours actually worked in excess of basic work day will be paid at time and one-half (1½) rate for such excess.

E. Holidays falling within vacation (See Holidays During Vacation, Section XV.D.).

XV. VACATIONS:

A. Calculation of Vacation. Regular Employees will be eligible for paid vacation in accordance with the following schedule and according to Section X of this Personnel Policy. Accrued hours will be pro-rated for Regular Employees that work less than Full-Time:

1.

Years of Completed Service	Vacation Days
Date of hire through 1 year	7.3 hours per month
1 through 6 years	88 hours per year
7 through 14 years	128 hours per year
15 through 20 years	168 hours per year
More than 20 years	184 hours per year

2. Unused vacation time to which a regular employee is entitled in any calendar year may be used in any subsequent calendar year; provided, however, no employee may use more paid vacation time in any calendar year than the amount of annual entitlement set forth above, unless the Division Director shall determine that such extended vacation will not curtail normal working schedules, and provide further, no employee may carry over more than twenty-three (23) days or twelve (12) shifts for Fire Fighters, of unused paid vacation into next calendar year. An employee may, however, use accumulated vacation time to extend Sick Leave and Death in Immediate Family Benefits.

3. In the event an employee terminates his or her employment, accumulated benefits will be based on the last complete month of service. The maximum eligibility for accumulated vacation pay at termination or retirement shall not exceed twenty-three (23) vacation days or twelve (12) shifts for Fire Fighters. Additional days of accumulation at retirement may be given with the approval of the Division Director, the Director of Human Resources, and the Municipal Services Director.

B. Scheduling of Vacation. Eligible employees may take their vacations in accordance with the following:

1. First Vacation: New employees shall become eligible for vacation following the first complete month of their employment without a break in service.

2. In the event of termination prior to the employee's next anniversary date, the City will be reimbursed for any vacation time taken that has not yet been earned.

3. Vacations may be taken at any time during the calendar year, subject to the following provisions:

   a. Division Directors may designate the vacation date during the calendar year for each eligible employee, taking into consideration the convenience and requirements of the work schedule of all employees in order to avoid more than a minimum expense in providing relief labor.

   b. The minimum charge for vacation leave is one (1/2) hour and additional leave is charged in multiples of one (1/2) hour. Absences for shorter periods may not be accumulated from day to day for the purpose of charging units of hours

   c. Additional vacation may be granted in the case of special circumstances upon the approval of the Division Director, the Director of Human Resources, and the Municipal Services Director.

4. An employee returning to the employ of the City following a termination of employment for a period greater than ninety (90) days will re-enter the work force as a new employee with respect to vacation privileges and all other benefits described in this Policy.

C. Pay During Vacations. Vacation pay shall be calculated in accordance with the employee's regular job classification rate and work schedule, exclusive of any shift differential where applicable.

D. Holidays During Vacation. When a recognized holiday(s) occurs while an employee is on vacation, the employee shall not be considered to be on vacation during such holiday.

E. Pay in Lieu of Vacation in Event of Termination. An Employee whose employment is terminated (whether voluntarily or involuntarily) and who is eligible for vacation benefits shall receive a lump-sum payment in lieu of such vacation. Vacation benefits will be computed on the basis of the last complete month of service.

XVI. RULES GOVERNING CONTINUOUS SERVICE:

Continuous service is an unbroken period of actual performance of assigned duties for the number of hours per week designated as the basic or regular work week for an employee's job classification, except that the following absences shall not be construed as a break in continuous service:

A. Paid or unpaid absences due to personal sickness and sickness or death in family or absences which qualify for leave under the Family Medical Leave Act.

B. Excused off-duty period without pay for fifteen (15) calendar days or less.

C. Off-duty periods covered by the provisions of the Military Leave of Absence Policy.

D. After one (1) year of continuous service, a layoff for lack of work which does not exceed ninety (90) days.

XVII. SICK LEAVE:

A. Definition of Qualifying Illness. Regular Employees will be granted sick leave whenever they are incapacitated due to qualifying illness, non-occupational injury or enforced quarantine. The term "qualifying illness" means any illness, disability, physical or mental, or impairment of any kind, including disability due to pregnancy or child birth, which i) renders an employee substantially incapable of performing the essential functions of his or her job, or ii) for which the healing process would be substantially impaired by the performance of such functions. Qualifying illness shall not include i) physical or mental impairment voluntarily induced by the employee, including, but not limited to, impairment arising from illegal or immoral conduct, ii) unjustified fighting, iii) illness or injuries suffered in or arising from military service or other gainful employment, iv) injuries suffered while on excused or educational leave, and v) impairment due to use of any intoxicating beverage or any controlled substance.

B. Supplementation of Occupational Injury Benefit. The City may allow an employee who has used all Occupational Injury benefits to supplement his or her Worker's

Compensation Benefit, by using accumulated sick leave/vacation benefits to supplement the difference between Worker's Compensation payments and the employee's regular salary. This extended benefit, if granted, shall terminate one (1) year following the initial accident or the expiration of sick leave/vacation benefits, whichever comes first. This benefit is provided upon the following conditions:

1. To use sick leave/vacation benefit to supplement Worker's Compensation, the employee must provide evidence of Worker's Compensation benefits received.

2. The employee will be paid the difference in his or her salary the next pay period following proof of compensation.

3. Total compensation not to exceed one hundred percent (100%) of employee's regular salary (Example: If Worker's Compensation pays employee sixty percent (60%) of regular salary, employee would use sick leave/ vacation benefit to make up additional forty percent (40%)).

4. Employee will accrue benefits based upon the percentage that benefits are expended to maintain employee at one hundred percent (100%) salary (Example: If forty percent (40%) were used, the employee would only accrue forty percent (40%) benefits).

5. Employee must, on a monthly basis, provide his or her Division Director, a written medical update and prognosis from the attending physician at no expense to the City.

6. Employee must keep Division Director informed on a weekly basis of existing conditions and circumstances regarding extended leave.

7. The employee must provide an appropriate written release from the attending physician before employee is allowed to return to work. The City may require a release from the City Physician as well.

C. Sick Leave Accumulation. Employees shall be credited on their anniversary date one (1) working day of sick leave for every complete month of service with accumulation unlimited.

D. Notification Requirements. An employee must, as a condition of the receipt of sick leave, promptly notify his or her immediate Supervisor upon commencement of sick leave. If the employee fails to so notify his or her Supervisor, the employee will not be paid for that day. The immediate Supervisor or the Division Director may, at any time, direct the employee to report to the City Physician (at no cost to the employee) for a check-up. Unless the condition for which sick leave is required does not require confinement at home or in a medical care facility, the employee shall at all times remain at home or in such facility while on sick leave. In the event the employee's condition does not require such confinement, the employee shall obtain permission of the Division

Director before leaving his or her home or medical treatment facility during working hours for any propose other than to seek medical treatment. The Division Director may also require the employee to periodically report his or her condition or location, keep the Division Director informed of the employee's location at all times, be available for immediate telephone contact or to remain readily available for performance of duties consistent with the employee's medical condition. If the employee refuses to or fails to comply with such directive or fails to obtain such permission, the employee may be placed on leave without pay or may be subject to disciplinary action.

E. Denial of Sick Leave. If an employee's Supervisor, a Division Director, the City Physician or any other physician determines that an employee is not or was not incapacitated by a qualifying illness or non-occupational injury, sick leave benefit may be denied on a prospective or retroactive basis. Any employee who is on O.I. leave or on sick leave who is found to be working at another job, using sick leave for something other than recuperation from a qualifying illness or injury or otherwise abusing sick leave, is subject to immediate disciplinary action, up to and including dismissal.

F. Conditions for O.I. Benefit. An employee who is eligible to receive O.I. leave may, as a condition for receipt of O.I. benefits, be required to report to work to perform portions of his or her job duties to the extent his or her physical condition does not impair his or her ability to safely perform such functions. When serious sickness in immediate family requires the employee to leave the job, he or she will be charged with sick leave in accordance with Paragraph XIX, FAMILY MEDICAL LEAVE.

G. Minimum Amount of Leave. The minimum charge for sick leave is one-half (1/2) hour and additional sick leave is charged in multiples of one-half (1/2) hour. Absences for shorter periods may not be accumulated from day to day for the purposes of charging units of one-half (1/2) hour.

H. Sick Leave Conversion.

1. Sick leave conversion will be distributed to an eligible employee or his or her estate either in the form of cash or as a health reimbursement account contribution, depending on the nature of employment separation as described below:

   a. Upon retirement of eligible employees, sick leave conversion benefits will be deposited into a health reimbursement account.

   b. Upon the death of an active employee, sick leave conversion benefits will be paid to the employee's estate in the form of cash.

   c. A Division Director who is not eligible to retire but is terminated from employment for any reason other than a violation of the Code of Conduct will receive sick leave conversion benefits in the form of cash.

d. An eligible employee who is permanently disabled and qualifies for disability retirement will receive sick leave conversion benefits as a deposit into a health reimbursement account.

2. If an employee, other than a Division Director, quits or his or her employment is involuntarily terminated (with or without cause), the employee is ineligible for conversion benefit.

3. Conversion benefit is computed as follows: Actual time currently on books plus any additional accumulated time minus sixty (60) working days for regular employees or thirty (30) working shifts for Fire Fighters of ineligible time; i.e., time that could be paid at one hundred percent (100%) if taken when sick, minus any unrecorded time used. The balance of these hours multiplied by the hourly rate equals eligible dollar amount.

   a. First sixty (60) working days or thirty (30) shifts for Fire Fighters exempt.

   b. Forty percent (40%) of all hours remaining over the deductible in H:3.

XVIII. SICKNESS AND DEATH IN FAMILY:

A. Serious Sickness in Family. Regular employees may be allowed leave with pay at their customary hourly rate on account of a serious illness of an emergency nature of a member of the employee's Immediate Family in accordance with the following provisions: Not to exceed three (3) work days at any one time, or ten percent (10%) of accumulated sick leave, whichever is greater. Such leave is to be deducted from accumulated sick leave.

B. Sickness In Family. Regular employees are allowed up to five (5) work days with pay per calendar year for Sickness in Immediate Family. Such leave is not cumulative and will be deducted from accumulated sick leave.

C. Death In Family. Regular employees may be allowed leave with pay at their base rate for a period not exceeding three (3) work days, when authorized by the Division Director, for death in their Immediate Family. The Division Director may authorize two (2) additional work days whenever, in the opinion of the Division Director the employee needs additional time to travel to and from his or her destination. Such additional travel time will be deducted from accumulated sick leave.

XIX. FAMILY MEDICAL LEAVE

A. The City of Idaho Falls will comply with the Family and Medical Leave Act implementing Regulations as revised effective January 16, 2009. The City posts the mandatory FMLA Notice and upon hire provides all new employees with FMLA information as required by the U.S. Department of Labor (DOL). The function of this policy is to provide employees with a general description of their FMLA rights. In the

event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. If employees have any questions, concerns, or disputes with this policy, they should contact the Director of Human Resources.

B. General Provisions. Under this policy, the City of Idaho Falls will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered servicemember with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

C. Eligibility. To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

1. The employee must have worked for the City for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

2. The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave are not counted in determining the 1,250 hours eligibility test for an employee under FMLA.

D. Type of Leave Covered. To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

1. The birth of a child and in order to care for that child.

2. The placement of a child for adoption or foster care and to care for the newly placed child.
3. To care for a spouse, child or parent with a serious health condition (described below).
4. The serious health condition (described below) of the employee.

a. An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

b. A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

c. This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

d. Family members as defined by the Act are as follows: a spouse, parent, a biological, adopted or foster child, a stepchild, or a legal ward. The child must be under 18 years of age, or incapable of self care due to a mental or physical disability regardless of age.

e. Employees with questions about this FMLA policy or how it affects the City's sick leave policy should consult with Human Resources.

5. Qualifying exigency leave for families of members of the National Guard and Reserves when the covered military member is on active duty or called to active duty in support of a contingency operation.

a. An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to active military duty or who is already on active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: 1) short-notice deployment, 2) military events and activities, 3) child care and school activities, 4) financial and legal arrangements, 5) counseling, 6) rest and recuperation, 7) post-deployment activities and 8) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

b. The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not

have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

6. Military caregiver leave (also known as covered service member leave) to care for an ill or injured service member. This leave may extend to up to 26 weeks in a single12-month period for an employee to care for a spouse, son, daughter, parent or next of kin covered service member with a serious illness or injury incurred in the line of duty on active duty. Next of kin is defined as the closest blood relative of the injured or recovering service member.

E. Amount of Leave. An eligible employee can take up to 12 weeks for the FMLA circumstances (1) through (5) above under this policy during any 12-month period. The City will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the City will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time. An eligible employee can take up to 26 weeks for the FMLA circumstance (6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the City will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

F. If a husband and wife both work for the City and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the City and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

G. Employee Status and Benefits During Leave. While an employee is on leave, the City will continue the employee's health, dental, and life insurance benefits during the leave period at the same level and under the same conditions as if the employee had continued to work; however, the employee will not accrue vacation or sick leave if the employee is not using paid leave while on Family Medical Leave.

1. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

2. Under current City policy, some employees pay a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Payroll Department by the 12th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The employer will provide 15 days' notification prior to the employee's loss of coverage.

3. If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums either in person or by mail. If the employee does not continue these payments, the employer may discontinue coverage during the leave.

H. Employee Status After Leave. An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider. This requirement will be included in the employer's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one which is substantially similar in terms of pay, benefits and working conditions. The City may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

I. Use of Paid and Unpaid Leave. An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal or sick leave prior to being eligible for unpaid leave. Sick leave shall be run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

1. Disability leave for the birth of the child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, if an employer provides six weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

2. An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation or sick leave (as long as the reason for the absence is covered by the City's sick leave policy) prior to being eligible for unpaid leave.

J. Intermittent Leave or a Reduced Work Schedule. The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

1. The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

2. For the birth, adoption or foster care of a child, the City and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

3. If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the City before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave intermittently or by a reduced hour schedule is medically necessary.

K. Certification for the Employee's Serious Health Condition. The City will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the Department of Labor Certification of Health Care Provider for Employee's Serious Health Condition, (DOL form WH-380-E).

1. The City may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The City will not use

the employee's direct supervisor for this contact. Before the City makes this direct contact with the health care provider, the employee will be a given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the City will obtain the employee's permission for clarification of individually identifiable health information.

2. The City may require a second opinion if it has reason to doubt the certification. The City will pay for the employee to get a certification from a second doctor, which the City will select. The City may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the City will require the opinion of a third doctor. The City and the employee will mutually select the third doctor, and the City will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

L. Certification for the Family Member's Serious Health Condition. The City will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the Department of Labor Certification of Health Care Provider for Family Member's Serious Health Condition, (DOL form WH-380-F).

1. The City may directly contact the employee's family member's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The City will not use the employee's direct supervisor for this contact. Before the City makes this direct contact with the health care provider, the employee will be a given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the City will obtain the employee's family member's permission for clarification of individually identifiable health information.

2. The City may require a second opinion if it has reason to doubt the certification. The City will pay for the employee's family member to get a certification from a second doctor, which the City will select. The City may deny FMLA leave to an employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original

certification and the second opinion, the City will require the opinion of a third doctor. The City and the employee will mutually select the third doctor, and the City will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

M. Certification of Qualifying Exigency for Military Family Leave. The City will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave, (DOL form WH-384).

N. Certification for Serious Injury or Illness of Covered Service member for Military Family Leave. The City will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the Department of Labor Certification for Serious Injury or Illness of Covered Service member, (DOL form WH-385).

O. Recertification. The City may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days and only when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the City may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. The City may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

P. Procedure for Requesting FMLA Leave. All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the HR Director or their Division Director; employees will be asked to complete an FMLA leave request form. Within five business days after the employee has provided this notice, the Division of Human Resources will complete and provide the employee with the Department of Labor Notice of Eligibility and Rights, (DOL form WH-381). When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the

employee must comply with the City's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

Q. Designation of FMLA Leave. Within five business days after the employee has submitted the appropriate certification form, the Division of Human Resources will complete and provide the employee with a written response to the employee's request for FMLA leave using the Department of Labor Designation Notice, (DOL form WH-382).

R. Intent to Return to Work from FMLA Leave. On a basis that does not discriminate against employees on FMLA leave, the City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

XX. PAYMENT OF BENEFITS:

A. Regular employees may receive salary and employment benefits during periods of absence only for those reasons specified herein.

B. The Sick Leave, Sickness in Family, Serious Sickness in Immediate Family, and Death in Immediate Family benefits are separate and distinct. Absence due to one cause shall not be charged against the benefit period of the other except leave taken for Sickness in Family, Serious Sickness in Immediate Family and Family Medical Leave will be charged against accumulated sick leave as provided in Paragraph XVII and authorized travel time for Death in Immediate Family will be charged against accumulated sick leave as provided in Paragraph XVII. The determination of which of these benefits against which leave time may be charged shall be at the sole discretion of the City.

C. Benefits for Death in Immediate Family, Sickness in Family and Family Medical Leave are not cumulative from one calendar year to another.

D. Paid absences not otherwise allowed in this Policy may be approved by the Division Director; however, such Excused Absence With Pay ("EAWP") will be recorded as such on the individual time sheet of employee being granted such leave.

XXI. PHYSICAL EXAMINATION:

A. A Division Director may, as a condition for returning to duty, require an employee who was absent because of occupational injury, non-occupational injury, serious illness or disease, surgery or other similar situations, to obtain a release from his or her personal physician. A Division Director may also require such employee be examined by the City Physician and be certified as being able to return to work.

B. Regular employees may be required to have an annual physical examination by a City Physician for the purpose of determining their ability to perform the essential functions of their position.

XXII. OCCUPATIONAL INJURY:

A. If an employee is injured in the performance of his or her assigned duties, he or she must report such injury as soon as reasonably possible to his or her immediate Supervisor.

B. The Supervisor will immediately report each injury verbally to the Division Director and give all particulars such as:

1. Time and place.

2. Exact cause and circumstances of injury.

3. Witnesses.

4. Nature and location of injury.

5. Name of attending physician.

The Supervisor shall also complete a Supervisor Accident Report.

C. The Division Director shall ensure the injured employee reports to the Division of Human Resources for purposes of completing the necessary reports to be forwarded to the insurance company carrying the Worker's Compensation and Liability Insurance Policy for the City of Idaho Falls.

D. An employee receiving leave with pay due to occupational injury or disease under the City's Worker's Compensation insurance shall, during the period of such leave, receive Occupational Injury benefit which will equal the difference between his or her regular straight time wages, excluding shift differential, and his or her time loss workers compensation income. Such leave ("O.I. Leave") shall be limited to fifty (50) calendar days or a period equal to the employee's accrued Sick Leave, whichever is the greater, but in no event more than one hundred twenty (120) working days. As a condition for receipt of this benefit, employees authorize the Controller's office to deduct a sum equal to all workers compensation time loss benefits from related paychecks. Failure on the part of the employee to cooperate with the Controller's Office in making any necessary adjustments for the proper processing of this benefit may result in the loss of further O.I. benefits and the deduction of such excess compensation from the employee's accumulated sick leave or vacation leave.

E. Limitations. Occupational Injury benefits shall be used prior to Sick Leave benefits as describe in section XVII Sick Leave. Benefits under Occupational Injury will provide for leave equal to employee's accumulated eligibility up to one hundred twenty (120) workdays under sick leave without being charged against accumulated sick leave. O.I. (Occupational Injury) leave can be used only once for the same injury except in situations where serious complications arise after the employee has returned to work

provided it is taken within one (1) year of the date of the initial injury. Exceptions may be granted with the approval of both the Division Director and the Division of Human Resources, only after consulting with the City Physician for a recommendation. Any exception granted under the O.I. policy shall be charged against the maximum O.I. benefit of the initial injury.

XXIII. EDUCATION LEAVE:

Regular employees interested in further professional training applicable to City business may, with the consent of the Mayor and Council, obtain educational leave. Such leave is without pay. A single leave may not be for more than twelve (12) months. Employees will not be eligible to earn or receive any benefits of any kind during the education leave period. The absence will not be considered as part of the employee's continuous service.

XXIV. LEAVE OF ABSENCE WITHOUT PAY:

Division Directors may grant a leave of absence without pay, provided the employee has no other leave benefits available. The Mayor and Council must approve any request for more than fifteen (15) working days and stipulate the effect upon the employee's eligibility for benefits and his or her continuous service period.

XXV. MILITARY LEAVE:

A. The City of Idaho Falls is committed to protecting the job rights of employees absent on military leave. In accordance with the Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA), it is the City of Idaho Falls' policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under this policy. If any employee believes that he or she has been subjected to discrimination in violation of this policy, the employee should immediately contact the Division of Human Resources or the employee's direct supervisor or Division Director for assistance.

B. National Guard and Other Military Reservists. In addition to the rights and benefits provided to employees taking extended military leave (as described in this policy) any regular employee of the City who are members of the National Guard or other reserve

component of the armed forces of the United States who are ordered to participate in field training shall receive, for a period of no greater than two (2) weeks, that portion of his or her regular salary which will together with his or her military pay, equal his or her regular salary, excluding shift differential. This provision does not apply to weekend duty.

C. Extended Military Leave. Any regular employee shall be granted military leave with partial pay upon presentation of satisfactory pay verification data that are called to active duty in support of a contingency operation by the President of the United States or under the authority of a Governor as members of the Reserve or National Guard. Partial pay shall be the difference between the employee's regular City salary and the employee's fulltime military salary (excluding expense pay).

D. Requesting Military Leave. Any employee called to active duty must notify their supervisor either verbally or in writing of the need for military leave. Employees are requested to provide such notice as soon as they have knowledge of upcoming military service and that they provide a copy of their military orders to their supervisor, if available.

E. Reporting Back to Work. An employee returning from military service has all the rights to reemployment and certain seniority entitlements, as provided for under the Uniformed Services Employment and Reemployment Rights Act, (USERRA). The employee must report back to work or request reemployment following discharge within the time limits under USERRA.

1. An employee must generally be returned to the same position as was held when the duty commenced.

2. If an employee is not qualified to perform the duties of his or her former position or able to become re-qualified with reasonable efforts by the City, by reason of disability sustained during military service, but is qualified to perform the duties of any other position, he or she shall be offered employment in such other position as will provide him or her like seniority, status and pay, unless circumstances have so changed to make it impossible or unreasonable to do so.

F. Loss of Protection under USERRA. An employee will lose the protections of the Uniformed Services Employment and Reemployment Rights Act (USERRA), including reemployment rights if the employee receives a dishonorable discharge or is

separated from military service under other than honorable conditions. The City shall require an employee to present written documentation, such as a DD-214, to confirm the type of discharge received.

G. Benefit Accrual. Accrued non-seniority based leave such as vacation, sick leave, ~~longevity~~ or holiday pay will continue to accrue at the appropriate rate while an employee receives paid leave from the City in the form of either vacation pay or partial military pay~~be suspended during the leave and will resume upon the employee's return to active employment~~. Additionally, r~~R~~eturning employees will be treated as though they were continuously employed for purposes of determining accrual rates, ~~and~~ benefits and awards based on length of service (ie. seniority-based). If an employee does not return to work, he or she shall receive payment for any leave balances and longevity compensation in accordance with the policies and procedures in effect when the employee separates from City employment.

H. Healthcare Benefits. Continuation of health insurance benefits is available in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

XXVI. JURY DUTY AND OTHER REQUIRED APPEARANCES:

A. Jury Duty. If, during regular scheduled work days, ~~an~~ regular employee is summoned for jury duty, he or she shall receive compensation for the hours off, but not to exceed the number of hours he or she would normally have worked on his or her scheduled shift. Any time paid for under this rule shall not be considered as time worked for the City and as such shall not be considered as time worked in computing any overtime pay.

B. Other Required Appearances. If, during regular scheduled work days, ~~an~~ regular employee must appear before a court, administrative tribunal or other quasi-judicial body as a witness in proceedings or actions in which the employee is not a named party or a party appearing in a representative capacity and in response to a subpoena or other direction by proper authority he or she shall receive his or her regular pay, but not to exceed the amount he or she would normally have received if he or she had worked his or her scheduled shift. Any time paid for under this rule, shall not be considered as time worked for the City and as such shall not be counted as time worked in computing any overtime pay. All off-duty appearances, occasioned in connection with official duties, and required by subpoena or other direction by proper authority, shall be paid at the rate of time and one-half (1-½) the base hourly rate with two (2) hours and a maximum of hours commensurate with employee's normal shift.

C. Fees and Allowance. All court, witness fees, and other appearance allowances, except travel, meals, lodging, and other incidental expenses received by the City employee

while receiving City compensation under Sections A and B above, shall be immediately paid over to the City.

XXVII. DISCIPLINARY ACTIONS AND TERMINATIONS:

A. Employee Performance. All employees shall maintain high standards of cooperation efficiency and economy in their work for the City of Idaho Falls, Division Directors and Supervisors shall organize and direct their work to achieve such objectives. Whenever work habits, attitudes, or conduct of an employee falls below a desirable standard, Supervisors should point out the deficiencies to the employee at the time they are observed. Disciplinary action taken against an employee should be noted in the employee's personnel file.

B. Involuntary Termination of Employment. Regular Eemployees may be terminated only by a Division Director or by the Mayor. A Supervisor may, with the concurrence of a Division Director, suspend an employee without pay for a period not to exceed five (5) working days. Prior to the termination of an employee's employment for any reason other than a reduction in force, the Division Director shall notify the employee involved, in writing, of his or her intent to terminate the employee's employment. Such notice must set forth in general terms the basis for the proposed action and give the employee an opportunity to be heard before the Division Director, prior to such termination or any suspension of any benefit of employment.

C. Disciplinary Suspensions. An employee who is exempt from payment of overtime compensation under the Fair Labor Standards Act ("FLSA") may not be suspended without pay unless allowed by the FLSA.

D. Code of Conduct. All employees are expected to adhere to the following "Code of Conduct." Listed below are examples of conduct generally recognized as detrimental to the best interests of the City. THESE EXAMPLES ARE SET OUT FOR PURPOSES OF ILLUSTRATION ONLY AND THIS LIST IS NOT INTENDED TO BE ALL-INCLUSIVE. A violation of any of the provisions of this Code of Conduct may result in disciplinary action or termination, depending upon the circumstances. Examples of conduct for which disciplinary action or termination may be taken are as follows:

1. Theft of City property, the use of City property for personal purposes or the unauthorized removal of City equipment or property from the work place, including the inappropriate use of information systems as described in Section XXVIII (City Information Systems Usage) of this Policy .

2. Violation of the Idaho Ethics in Government Act or other similar statutes prohibiting conflicts of interest.

3. Acceptance of a bribe or gift or using one's public position for personal gain in violation of Chapter 13, Title 18, Idaho Code.

4. Commission of a misdemeanor while on duty or the commission of a felony either on or off duty.

5. Willful or malicious damage to City property or property under the control or in the custody of the City.

6. Intoxication, possession of, drinking or ingesting alcoholic beverages or any controlled substance while on duty, or reporting to work when under the influence of such beverages or substances.

7. Horseplay, fighting, intimidation or coercion of other employees.

8. Willful insubordination, including, but not limited to failure to discontinue job duties or failure to leave the work place when directed to do so by the employee's supervisor.

9. Violation of safety regulations and practices, including, but not limited to, failure to use safety equipment, willful failure to adhere to safety regulations, failure to report on-the-job injuries or accidents or failure to follow instructions regarding medical treatment.

10. Falsification or unauthorized destruction of public records or reports.

11. Dereliction of duty, unsatisfactory performance of assigned duties, failure to perform assigned duties or sleeping while on duty.

12. Reckless or negligent driving of a City vehicle or failure to promptly report vehicle accidents or other violations or regulations incident to the operation of City vehicles, whether or not the employee was directly involved.

13. Tardiness or unexcused absence from work. (Absences without prior notification to an employee's Supervisor of an intent to use paid leave benefits hereunder will be considered to be unexcused, absent exigent circumstances.)

14. Gambling on duty.

15. Engaging in patently offensive or immoral activity while on duty.

16. Possession of weapons or explosives while on duty without proper authorization.

17. Failure to cooperate with fellow employees in a manner which impairs performance of job duties.

18. Engaging in or conspiring to commit espionage, sabotage or criminal conspiracy.

19. Abuse of sick leave or other paid leave benefits hereunder.

20. Dishonesty while in the performance of job duties.

21. Unlawful discrimination and ~~Sexual~~ harassment of another employee, or member of the public, or failure to report such conduct by another employee, or failure to follow adopted procedures for the reporting of unlawful discrimination and ~~sexual~~ harassment.

22. Knowing submission of materially false information in an employment application.

XXVIII. CITY INFORMATION SYSTEM USAGE

A. This policy applies to all users of City information resource systems, including but not limited to full and part-time employees, subcontract personnel, temporary~~seasonal~~ staff, and anyone else who is given access to City computer systems.

B. City information system equipment may be used for official business only. City information resources are municipal property and, as such, are subject to City policy and federal and state laws pertaining to the proper use, protection, accountability, and disposition of municipal property. Information resources include all City-owned or municipal–funded data communication equipment and services, located on- or off-site, including, but not limited to personal computers, laptop computers, workstations, networking services, mainframes, minicomputers, telephones, cell phones, personal digital assistants (PDAs), pagers, radios, associated peripherals and software, copiers, fax machines, and municipal provided access to electronic mail, the intranet, and the internet/web.

C. City information resource systems and the equipment used to operate these systems are to be used for the purpose of conducting official business only. That is, activities that pursue and fulfill the mission, vision and strategic goals of the City. Official Use, for the purpose of this policy means a use that is in support of, or related to the conduct of City-related business. Incidental use, which should be done sparingly, is considered to be official use and includes activity or use that does not (a) directly or indirectly interfere with the operation of City resources, (b) create additional cost, (c) interfere with the user's employment duties or reduce employee productivity, or (d) violate other established rules. Playing games, surfing the internet/web, visiting chat rooms, blogging, and performing other non-productive, non-work related activities are not appropriate. Additionally, it is not appropriate to use City information systems and equipment to solicit or proselytize for commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations.

D. Using City information systems or services to intentionally access, download, or otherwise transmit any sexually explicit material; sending obscene, threatening, or harassing e-mails; using City computer resources for personal or financial gain (i.e., running a private business, trading stocks other than maintenance of a City-sponsored retirement plan, or other similar activities); transmitting or disclosing classified or

other protected information without authorization; or the forwarding of sensitive material to an address with an outside internet service provider (ISP) will not be tolerated and will result in discipline up to and including discharge.

E. There is no personal privacy on City information resource systems. Use of City computers and systems may be intercepted, monitored, recorded, copied, audited, inspected, and disclosed by authorized officials. It is understood that employees may unintentionally come across non-work-related material; however, if this happens they are to exit the site or terminate access immediately and notify their manager or supervisor as soon as possible of the circumstances that led to the situation.

XXIX. GRIEVANCE PROCEDURES:

A. The purpose of this grievance procedure is to ensure the City maintains a productive, cooperative efficient and experienced work force, thereby enhancing the public welfare. Its purpose is also to protect the interests of the City by ensuring that capable and productive employees are not unjustifiably terminated or treated inappropriately by their superiors and to ensure the City and its administrative staff and employees are afforded an opportunity to resolve errors and disputes without the need for judicial intervention. NOTHING HEREIN SHALL BE CONSTRUED TO GRANT AN EMPLOYEE ANY RIGHT OR EXPECTATION OF CONTINUED EMPLOYMENT, TO LIMIT THE REASONS FOR WHICH AN EMPLOYEE MAY BE DISCHARGED, TO SPECIFY THE DURATION OF EMPLOYMENT OR TO IMPLY AN EMPLOYEE MAY ONLY BE TERMINATED FOR CAUSE.

B. For the purposes hereof, a grievance is defined as any complaint by a~~n~~ regular employee, other than a Division Director, concerning the following:

1. A disciplinary action taken against an employee;

2. Any action taken by an employee or Supervisor which results in unfair or discriminatory treatment, inequity or arbitrary or capricious action relative to an employee;

3. Any interpretation or dispute regarding the terms and conditions of this Policy;

4. Retaliation or recrimination as a result of any action by a superior which violates public policy or law.

C. A grievance shall not include complaints concerning non-personnel matters generally affecting the operation of a division or department of the City, complaints concerning the efficiency with which a division or department is run and complaints concerning non-personnel matters relating to the formulation of public policy or other matters requiring administrative discretion that do not otherwise conflict with the terms of this Policy.

D. All employees who file grievances shall be free from restraint, interference, discrimination or reprisal by the City, its officers or employees.

E. All documents, records and information generated, compiled or kept in conjunction with a grievance shall be exempt from disclosure to the public pursuant to the provisions of the Idaho Public Records Act, Idaho Code Section 9-340(36), provided, however, an employee who files a grievance may obtain copies of any such records pursuant to Idaho Code Section 9-342.

F. Subject to the provisions of this policy regarding discrimination and ~~sexual~~ harassment, no employee shall file a grievance unless he or she has made a reasonable effort to resolve the subject of the grievance with his or her immediate supervisor or other person against whom the grievance is filed.

G. All grievances shall be commenced by filing the grievance with an Initial Hearing Officer ("IHO"). The IHO shall be the Division Director for the Division out of which the grievance arises. Such grievance shall be in writing and shall contain a succinct summary of the pertinent facts and a statement that the complaint is filed pursuant to the grievance procedure set forth herein. All grievances shall be filed within five (5) working days after the occurrence of the act giving rise to the grievance. Upon the filing of the grievance, the IHO shall forthwith commence his or her investigation, review the grievance and render an oral decision as soon as reasonably possible after the grievance is filed. In conducting the investigation, the IHO may consult with any employee or person having knowledge of the circumstances of the grievance.

H. Any employee may appeal the decision of an IHO by filing a Notice of Appeal with the Mayor. Such Notice of Appeal shall be physically filed within five (5) working days of the date the decision of the IHO was delivered to the employee. Such Notice of Appeal shall contain a brief statement of the employee's intent to appeal the decision and shall also contain a copy of the original grievance and a copy of or brief summary of the decision rendered by the IHO. Upon the receipt of a Notice of Appeal, the Mayor shall appoint a Final Hearing Panel ("FHP") consisting of any Division Director who did not act as the IHO and one member of the City Council. The City Attorney may counsel with and provide legal advice to the FHP, but shall have no vote with respect to the rendering of any decision by the FHP.

I. As soon as the FHP has been appointed, the panel shall convene for the purpose of determining whether the matter can be resolved informally or whether the resolution of the matter requires a hearing. If the panel concludes the matter can be resolved informally they may conduct such investigation as they deem appropriate including but not limited to conducting a review of written documents and undertaking informal discussions with the parties or other persons who may have relevant information concerning the matter. After conducting such informal review the panel shall issue its decision in an expedtitious manner. If the panel concludes the matter requires a hearing then it shall promptly set a date, time and place for a hearing and shall send a written notice of hearing to the grievant and the IHO. At the hearing, the complaining employee may present testimony and

evidence concerning the grievance and examine and cross-examine witnesses. The FHP may require the attendance of any employee having knowledge of the matter and any employee who refuses to appear at the request of the FHP shall be deemed guilty of insubordination. A transcribable, verbatim record of the proceedings shall be kept and maintained by the City for a period of at least six (6) months thereafter. The hearing shall be conducted in an informal manner, without adherence to formal rules of evidence. During or following the conclusion of the hearing, the FHP shall consider the testimony and evidence presented at the hearing and shall base its decision solely thereupon. At the conclusion of the hearing, the FHP may consult with the City Attorney concerning the applicable law. The FHP shall render a written decision and deliver a written copy thereof to the complaining employee as soon as possible, but in no event later than thirty (30) working days after the conclusion of the hearing. All decisions of the FHP shall be final.

J. This Grievance procedure shall be the sole and exclusive method by which employee grievances are considered and resolved. In the event an employee fails to file a grievance or fails to properly or timely follow the procedure contemplated herein, the grievance shall be deemed waived.

XXX. POLITICAL ACTIVITY:

Employees may join any political organization, attend political meetings, express their views on political matters and vote in any election without retaliation, restraint or interference by the City or any of its officers or employees. However, while employed by the City, employees are prohibited from holding any City of Idaho Falls elective office, from using their official City position to publicly influence any public election campaign and from campaigning or circulating political petitions or otherwise engaging in political activities within the work place or while on duty.

XXXI. SPECIAL PROVISIONS--FIRE DEPARTMENT:

This section sets forth special provisions for shift Fire Fighters assigned to an extraordinary tour of duty.

A. All shift Fire Fighters are to be paid for eighty-eight (88) hours holiday pay at their hourly rate for compensation for holidays worked during a one (1) year period, payable the second payday in November.

B. Unused vacation time to which a shift Fire Fighter is entitled in any calendar year may be used by him/her in any subsequent calendar year; provided, however, no shift Fire Fighter may use more paid vacation time in any calendar year than the amount of his or her annual entitlement as set forth in the Bargaining Contract, unless the Fire Chief shall determine that such extended vacation will not curtail normal working schedules; and provided further, no shift Fire Fighter may accumulate more than twelve (12) shifts of

unused paid vacation. A shift Fire Fighter may, however, use accumulated vacation time to extend Sick Leave and Death in Family benefits.

C. The minimum charge for vacation leave is one (1) hour and additional leave is charged in multiples of one (1) hour. Absences for shorter periods may not be accumulated from day to day for the purpose of charging units of hours. (For example, an absence from work for one and one-half (1-1/2) hours before the close of business one day and absence one and one-half (1-1/2) hours the following morning may not be combined to make a total charge of three (3) hours. In such case, two (2) hours will be charged for each day.) A total of fifty-six (56) hours constitute a calendar week.

D. Shift Fire Fighters will accumulate sick leave at a rate of one-half (1/2) shift for each complete month of service with unlimited accumulation.

1. Occupational Injury benefits as outlined in paragraph XX, Item D, shall be used prior to sick leave benefits. Benefits under Occupational Injury shall be limited to fifty (50) calendar days or a period equal to accumulated eligibility under sick leave up to sixty-five (65) working shifts, whichever is the greater. Additional leave beyond sixty-five (65) working shifts for Occupational Injury will be charged against employee's accumulated sick leave.

2. The provisions of Chapter XVII, Paragraphs A, B, C, D, E, F, and G, and Chapters XX, concerning Sick Leave and Occupational Injury shall be applicable to all shift fire fighters.

3. The minimum charge for sick leave is one-half (1/2) hour and additional sick leave is charged in multiples of one-half (1/2) hour. Absences for shorter periods may not be accumulated from day to day for the purpose of charging units of hours.

E. Shift fire fighters may be granted leave with pay at their base rate for a period not exceeding forty-eight (48) shift hours, when authorized by the Fire Chief, for deaths in immediate family. The Fire Chief may authorize twenty-four (24) additional shift hours travel time when he or she deems it necessary for the employee to reach his or her destination and return. Such additional travel time will be deducted from accumulative sick leave.

F. Overtime will be paid for hours worked in excess of the administrative work week as defined by the Fire Department and in compliance with the FLSA. Rates will be based on total scheduled annual hours in ratio to annual salary.

G. Shift Fire Fighters may be allowed leave with pay at their base rate on account of a serious illness of an emergency nature of a member of employee's immediate family in accordance with the following provision: not to exceed two (2) scheduled work shifts at any one time, or ten percent (10%) of accumulated sick leave, which ever is greater. Such leave is to be deducted from accumulated sick leave.

H. Shift Fire Fighters may be allowed up to two and one-half (2-1/2) scheduled shifts per calendar year for Sickness in Immediate Family. Such leave is not cumulative and will be deducted from accumulated sick leave.

XXXII. GENERAL WAGE INCREASES:

Any general increases in salary, other than for temporary replacement shall become effective on the first day of the bi-weekly pay period immediately following completion of the applicable period of service.

XXXIII. ASSOCIATION BUSINESS:

Regular ~~E~~employees elected to an office within an employee association or selected by an employee's association for the purpose of any grievance meeting or presentation of new recommendations, upon notification of their Division Director, shall be granted time off to perform such duties with no loss of pay to the employee, provided such meetings or duties shall not require the employee to leave the City or indulge in any other meetings or business not to exceed a maximum of four (4) people at any one time.

XXXIV. LONGEVITY COMPENSATION:

A. The longevity compensation for eligible regular employees (excluding those under separate labor contracts) shall be payable on the second payday in November for those employees having an anniversary date any time in the year which would qualify them for longevity per the following schedule:

~~All~~Regular Employees, Excluding Sworn Police	
Completed Years of Service	**Compensation**
3 years	$ 351
5 years	$ 747
7 years	$1,230
9 years	$1,577
11 years	$1,843
13 years	$2,060
20 years	$2,240
25 years	$2,372

Sworn Police Officers	
Completed Years of Service	**Compensation**
3 years	$ 175
5 years	$ 264
7 years	$ 439
9 years	$ 525
11 years	$ 703
20 years	$ 877
25 years	$ 1010

B. If an employee terminates his or her employment, longevity will be prorated, based on the employee's anniversary date and payment will be computed on the basis of the last complete month of service.

C. ~~An~~ regular employee that has been rehired following a termination and break in service will be eligible for longevity compensation based on the date of rehire; previous years of service will not be factored into longevity compensation following a break in service.

XXXV. REDUCTION IN FORCE:

A. Definition of Reduction in Force. For the purposes hereof, the term "Reduction in Force" means any involuntary termination without cause due to budget limitations, reduction in workload, efficiency enhancements, departmental reorganizations or other similar reasons. The guidelines set forth below will be followed whenever a reduction in force becomes necessary however nothing herein shall be interpreted to limit or otherwise restrict the ability of the City to terminate employment under the at-will provision hereof.

B. Reduction Factors. When, for any reason, it becomes necessary to reduce the working force in a Department or Division not covered by a collective bargaining agreement or governed by Civil Service Rules, employees will be selected for termination based on:

1. The City's skill requirements;

2. Employee's potential; and

3. Employee's work performance.

When the first three factors are equal, the employee with the greatest seniority will be retained.

C. Seniority Defined. Seniority is defined as length of continuous full-time service. Seniority is based on the following factors:

1. Departmental service

2. Division service

3. City service

The Division Director and Director of Human Resources will determine the definition of Department as it applies to a Division.

D. Notification. A formal notice of separation signed by the Division Director will be provided to the employee at least ten (10) working days prior to separation. This notice will specify the separation date.

E. Recall. As job vacancies occur, qualified and eligible former employees will be given preference for re-employment over other qualified applicants, provided the job vacancy occurs within one (1) year from date of separation. No further preference will be given if an employee fails to return to work within fifteen (15) calendar days from the date the employee has been notified to return to work. All employees who desire to be given such preference shall furnish the City with a current address and telephone number where he or she may be contacted.

XXXVI. DRUG FREE WORKPLACE POLICY:

A. The City of Idaho Falls has a longstanding commitment to providing a safe, quality-oriented and productive work environment consistent with the standards of the community in which we operate. Alcohol and drug abuse pose a threat to the health and safety of City employees, citizens, and visitors and to the security of our equipment and facilities. For these reasons, the City of Idaho Falls is committed to the elimination of drug and/or alcohol use and abuse in the workplace as well as outside of the workplace to the extent it impacts the work of the City. This Drug Free Workplace Policy outlines the practice and procedure designed to address and/or correct these impacts on the City.

B. This policy applies to all employees and all applicants for employment with the City of Idaho Falls. This policy, shall, to the extent possible, be interpreted in a manner consistent with the provisions of any collective bargaining agreement approved by the City Council or civil service regulations adopted by ordinance or by statute. Provided, however, in the event of any irreconcilable inconsistency, then such collective bargaining agreement or civil service rules, regulations or statues shall prevail.

C. Policy Rules. The following rules represent the City's policy concerning drug and alcohol use and abuse. Compliance with these rules is a condition of employment for all City employees.

1. The unlawful sale, possession, transfer, manufacture, distribution, dispensation, purchase, or use of alcohol or any controlled substance, or being under the influence of such substances by any employee of the City of Idaho Falls is prohibited at all times when an employee is working, operating any City vehicle, is present on City premises, or is conducting City related work off-site. Violation of this rule may subject the employee to disciplinary action, up to and including termination.

2. An employee whose off-duty use or abuse of alcohol or any controlled substance results in excessive absenteeism or tardiness, or is the cause of accidents or poor work performance may face disciplinary action, up to and including termination.

3. Any illegal drugs or drug paraphernalia found at the work place or in the possession of an employee while on duty will be turned over to an appropriate law enforcement agency.

4. An employee must notify his/her Division Director in writing of any on-duty or off-duty criminal drug or alcohol related incident or violation that adversely impacts or could impact the employee's ability to drive, work, or perform a major life function of the employee or that arose out of activity in the employee's work place, no later than five (5) calendar days after such incident or violation. Any such incident or violation may be grounds for disciplinary action, up to and including termination.

5. The use of drugs/medicines prescribed by a licensed medical practitioner will be permitted provided that it will not and in fact does not affect work performance, nor will it impair the employee's ability to safely operate equipment or machinery. The City reserves the right to have a licensed medical practitioner who is familiar with the employee's medical history and assigned duties determine if use of the prescription drug will produce effects which will increase the risk of injury to the employee or others while working. If such a finding is made, the City may limit or suspend the work activity of the employee during the period that the medical practitioner advises that the employee's ability to perform his or her job safely may be adversely affected by such medication. Any employee who has been informed by his/her physician or by information provided by a pharmacy, drug manufacturer or on the label of the medication that the prescription drug could cause adverse side effects while working must inform his/her supervisor prior to using the medication on the job.

   An employee in violation of any of these rules may be subject to immediate disciplinary action, up to and including termination, and/or referral to the City's employee assistance program (EAP) for rehabilitation, and could face additional disciplinary action if he/she rejects the program or fails to satisfactorily participate.

D. Drug Testing. As a condition of employment, all employees holding U.S. Department of Transportation (DOT) regulated positions required to be tested for drugs and alcohol as set forth in 49 CFR Parts 40 and 382 of the U.S. DOT regulations and will abide by the conditions set forth in Sections XXXVI.E-M of this policy. The term "DOT regulated positions" as used herein for the City of Idaho Falls means any position that requires a commercial driver's license ("CDL") to perform any functions of the position. All other employees not in DOT regulated positions are covered under Section XXXVI.N of this policy.

E. Drug Testing Policy for Employees in DOT Regulated Positions. Employees who are required to have a CDL as a condition of employment will be tested:

1. Prior to beginning duties in a DOT regulated position; or
2. Randomly and unannounced; or
3. Upon observation of behaviors that create "reasonable suspicion" of the possession or use of alcohol, controlled substances or drug-related paraphernalia; or
4. Following a significant accident; or
5. Prior to and after return-to-duty after failing a drug test and/or after completion of rehabilitation treatment.

No employee shall use or be under the influence of alcohol or controlled substances while on duty or while performing DOT regulated position functions related to his or her job. No employee shall have used alcohol or controlled substances within four hours of

reporting for duty. No employee shall use alcohol or controlled substances during the hours that they are on call. No employee should report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or controlled substances or when his/her blood alcohol concentration is two tenths (0.02) or greater. Violation of these provisions is prohibited and punishable by disciplinary action up to and including termination.

F. Pre-Employment Testing

1. Prospective employees for any DOT regulated positions will be tested for drugs after a contingent offer of employment is made. A confirmed positive test will disqualify applicants from employment. This also applies to current employees who are transferring from a non-DOT regulated position to a DOT regulated position for the first time within the same employer.

2. A drug and alcohol testing history check will be conducted on all hires for DOT regulated positions, including current employees who transfer from a non-DOT regulated position to a DOT regulated position within the City. Such history check shall consist generally of a signed authorization form that will be sent to each of the prospective employee's previous DOT-regulated employers from the prior three (3) years requesting any drug and alcohol history documentation they might have on the prospective employee.

G. Random Testing

1. All employees occupying DOT regulated positions will be subject to urine drug testing and breath or saliva alcohol testing at any time without prior notice.

H. Reasonable Suspicion Testing

1. An employee may be required to submit to drug and alcohol testing if reasonable suspicion is established regarding the employee's possession, use of, or being under the influence of, drugs or alcohol while on duty. The following represent conditions under which reasonable suspicion may be established:

   a. Direct observation of drug use or possession.

   b. Direct observation of the physical symptoms of being under the influence of drugs or alcohol, such as impairment of motor functions or speech.

   c. A pattern of abnormal conduct or erratic behavior.

   d. Arrest or conviction for a drug-related offense or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or distribution.

e. Information that is provided by reliable and credible sources or that can be independently corroborated.

2. Supervisors should document all behaviors that lead to the reasonable suspicion conclusion, shall complete a "Report of Reasonable Suspicion" form, and return this form to Human Resources prior to submitting the employee for testing when possible. If not possible prior to testing, the form should be returned to HR as soon as possible.

I. Post-Accident Testing

1. Employees will be required to undergo urine drug testing and breath or saliva alcohol testing if they are involved in a serious accident on duty if:

   a. The accident results in a fatality or

   b. The employee receives a citation under State or local law for a moving traffic violation arising from the accident AND either: (a) an accident results in injuries requiring transportation to a medical treatment facility or (b) one or more vehicles incurs disabling damage that requires towing.

2. Employees who are not on duty but are in an accident meeting the above requirements while driving a City owned vehicle will also be tested.

3. Following an accident, the employee will be tested as soon as possible, but not more than eight (8) hours following an accident for alcohol testing or more than thirty-two (32) hours for drug testing. Any employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test. Any employee involved in an accident must not leave the scene of an accident (unless emergency medical attention is warranted) and must contact their supervisor as soon as reasonably possible. Any employee who leaves the scene of the accident without appropriate supervisory authorization prior to submission to drug and alcohol testing will be considered to have refused the test and their employment may be terminated.

4. An employee who is seriously injured and cannot provide a specimen for testing will be required to authorize the release of relevant hospital reports, or other documentation, that would indicate whether there were alcohol or drugs in his/her system at the time of the accident. Any employee required to be tested under this section must remain readily available for such testing and the employee may not consume any alcohol or illegal drugs.

J. Return-to-Duty Testing

1. Employees will be tested prior to and after return-to-duty after failing a drug test and/or after completion of rehabilitation treatment.

K. Testing Procedures

1. When an employee is notified of his/her selection for a test, he/she must proceed immediately to the collection site and/or collection representative. Tests for alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT) or by saliva. If the initial test indicates an alcohol concentration of two-tenths (0.02) or greater, a second test will be performed to confirm the results of the initial test. An employee who has confirmed alcohol concentration of greater than two-tenths (0.02) but less than four-tenths (0.04) will result in removal from his/her position duties for twenty-four (24) hours unless a retest results in a concentration measure of less than two-tenths (0.02). An alcohol concentration of four-tenths (0.04) or greater will be considered a positive alcohol test and in violation of this policy.

2. Tests for drugs will be conducted utilizing urine specimens and must be conducted by a drug testing laboratory certified by the Department of Health and Human Services (DHHS). DOT urine specimens are analyzed for the following drugs or drug metabolites (This list is not definitive. All current illegal substances and any that may become illegal after this policy is enacted are considered to be within the scope of this policy.):

   - Marijuana metabolites/ THC
   - Cocaine metabolites
   - Phencyclidine (PCP)
   - Amphetamines, Methamphetamine, and Methylenedioxymethamphetamine (MDMA)
   - Opiate metabolites (Codeine, Morphine, and Heroin)

3. A positive drug test is a violation of this policy and requires removal of the employee from his/her position duties immediately. Any employee who questions the results of a required drug test may request that an additional test be conducted. The employee's request for a re-test must be made to the City Human Resources Director within seventy-two (72) hours of notice of the initial test result. Requests after seventy-two (72) hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee. This test must be conducted at a different certified testing DHHS laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. All costs for such testing shall be paid by the employee unless the second

test invalidates the original test. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40 regulations.

4. Any employee who refuses to comply with a request for testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty immediately and their employment may be terminated. Refusal can include, but is not limited to, an inability to provide a specimen or breath sample without a valid medical explanation as well as verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

L. Confidentiality

1. Any testing, test-related documents and test results will be kept confidential and will be released only to City officials with a need to know and to the applicant or employee tested. Any breach of confidentiality by City officials or employees will be cause for disciplinary action up to and including termination.

M. Testing Results

1. All results received from the laboratory will be forwarded to the office of the accredited collection agency for the purpose of their providing medical review officer services. When a test shows a positive test result the employee or applicant will be contacted by the Medical Review Officer (MRO) and will be given the opportunity to provide an explanation for the positive results. The MRO may choose to conduct employee medical interviews, review employee medical history, or review any other relevant biomedical factors. After the employee or applicant has been provided an opportunity to consult with the MRO and the MRO determines that the test is positive, the City will be notified. The collection agency will only report results to the Human Resource Director or his/her designee.

2. Any employee who tests positive for the presence of illegal drugs or alcohol above the minimum thresholds set forth in 49 CFR Part 40 may be evaluated by a Substance Abuse Professional (SAP) as defined by DOT regulations. If used, the SAP will evaluate an employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse. Assessment by an SAP does not shield an employee from disciplinary action or guarantee employment or reinstatement with the City.

3. All employees who previously tested positive on a drug or alcohol test may be provided an opportunity to re-enter the work force by the City. To do so, the employee must agree to re-entry conditions that ensure the employee is drug and alcohol free. Such conditions may include (but are not limited to):

a. A release-to-work statement from an approved SAP.

b. A negative test for drugs and/or alcohol.

c. An agreement to submit to unannounced follow-up testing.

d. A statement of expected work-related behaviors.

e. An agreement to follow specified after-care requirements with the understanding that violation of the re-entry contract is grounds for termination.

4. The cost of any treatment or rehabilitation services will be paid directly by the employee or their insurance provider. Employees will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

5. All employees are encouraged to make use of the available resources for treatment for alcohol and substance abuse problems. All regular employees of the City of Idaho Falls have access to an employee assistance program (EAP) that can help with providing information concerning the effects of the use of alcohol and controlled substances, as well as identifying and recommending a course of treatment, if needed.

6. Under certain circumstances, employees may be required, as a condition of continued employment, to undergo treatment for substance abuse. Successful completion of such treatment shall not be construed to provide such employee with any right to continued employment. Any employee who refuses or fails to comply with the requirements for treatment, after-care, or return-to-duty shall be subject to disciplinary action including suspension without pay or termination.

N. Drug Testing for Employees in Non-DOT Regulated Positions

1. It is not permissible for City of Idaho Falls employees or applicants who do not hold DOT regulated positions to be required to undergo pre-employment or random drug or alcohol testing. It is permissible for City of Idaho Falls employees or applicants who do not hold DOT regulated positions to be required to submit to drug and alcohol reasonable suspicion testing, post-accident testing and return to duty testing.

2. Allowable testing for employees who do not hold DOT regulated positions, as described in this Section XXXVI.N, will follow the testing guidelines and minimum thresholds established by the DOT as set forth in Sections XXXVI.E-M.

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CITY OF IDAHO FALLS

PLANNING AND BUILDING DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220
www.idahofallsidaho.gov

Planning Department • (208) 612-8276 FAX (208) 612-8520 Building Department • (208) 612-8270

BGC-31-14

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Director
SUBJECT: Request for Annexation, Initial Zoning of RMH, Final Plat, Annexation Agreement Conditional Use Permit, and Reasoned Statement of Relevant Criteria and Standards for Yellowstone RV Park
DATE: March 20, 2014

Attached is the application for annexation with initial zoning of RMH, final plat, conditional use permit, annexation agreement, and Reasoned Statement of Relevant Criteria and Standards for Yellowstone RV Park. The property is located south and adjacent to Yellowstone Highway and west of Woodruff Avenue. The Planning Commission considered this request at its September 17, 2013 meeting and recommended approval with the conditions that the site plan be modified to better accommodate parking in the southeast corner of the site, to show the office building in compliance with setback requirements, and to modify the plat to include a 15 foot wide easement along the northern property boundary. These changes have all been made to the plans. Since the Planning Commission meeting, the Idaho Transportation Department has submitted a letter to staff referencing their concerns about the proposed access to the site. Their letter is included with this memo. This item is now being submitted to the Mayor and Council for consideration.

cc: Rose Anderson, City Clerk
file

Attachments:
- Vicinity Map
- Aerial Photo
- Final Plat
- Site Plan
- Letter from Idaho Transportation Department
- Planning Commission minutes, September 17, 2013
- Staff Report, September 17, 2013
- Reasoned Statement of Relevant Criteria and Standards

ORDINANCE NO. _____

YELLOWSTONE RV PARK

AN ORDINANCE ANNEXING CERTAIN LANDS TO THE CITY OF IDAHO FALLS; DESCRIBING THESE LANDS; REQUIRING THE FILING OF THE ORDINANCE AND AMENDED CITY MAP AND AMENDED LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the land described in Exhibit A attached hereto is contiguous and adjacent to the City of Idaho Falls and is subject to annexation to the City of Idaho Falls pursuant to the provisions of Section 50-222, Idaho Code, as amended; and,

WHEREAS, it appears to the Mayor and City Council that this land should be annexed to, and become a part of the City;

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

Section 1. **Annexation of Property**. The land described in Exhibit A attached hereto is hereby annexed to the City of Idaho Falls.

Section 2. **Amended Map and Legal Description**. The City Clerk shall file a certified copy of this Ordinance with the Bonneville County Auditor, Treasurer, and Assessor within ten (10) days after the effective date hereof. The City Engineer shall, within ten (10) days after such effective date, file an amended legal description and map of the City, with the Bonneville County Recorder and Assessor and the Idaho State Tax Commission, all in accordance with Idaho Code Section 63-2215.

Section 3. **Effective Date**. This Ordinance shall be effective upon its passage, execution, and publication in the manner provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS, on the _____ day of _____, 20____, and signed by the Mayor on the _____ day of _____, 20____.

_____

Mayor

STATE OF IDAHO)
:
County of Bonneville)

I, ROSEMARIE ANDERSON, City Clerk of the City of Idaho Falls, Idaho, do hereby certify: That the above and foregoing is a full, true, and correct copy of an Ordinance entitled, "AN ORDINANCE ANNEXING CERTAIN LANDS TO THE CITY OF IDAHO FALLS, IDAHO; DESCRIBING THESE LANDS; REQUIRING THE FILING OF THE ORDINANCE AND AMENDED CITY MAP AND AMENDED LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND, ESTABLISHING EFFECTIVE DATE."

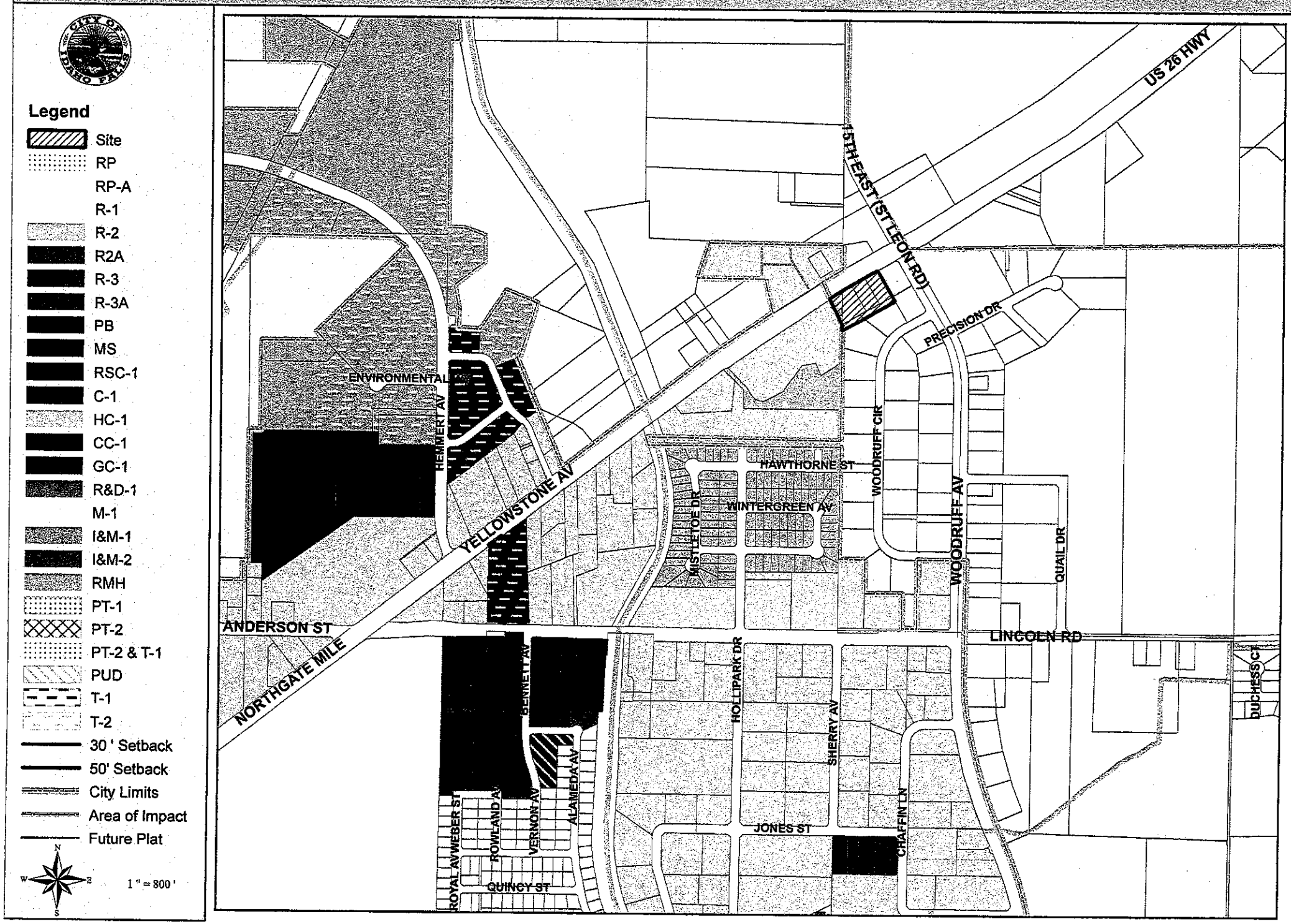
_____
Rosemarie Anderson
City Clerk

EXHIBIT "A"

BEGINNING AT A POINT THAT IS N00°16'30"E 2059.02 FEET ALONG THE WEST LINE OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE-MERIDIAN, FROM THE SOUTHWEST CORNER OF SAID SECTION 9, AND CONTINUING THENCE N00°16'30"E 46.26 FEET TO THE SOUTHWEST CORNER OF LOT 1 BLOCK 1 OF HODSON ADDITION AS RECORDED IN BONNEVILLE COUNTY AS INSTRUMENT NO. 454386; THENCE N25°55'04"W 191.85 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY OF US HIGHWAY 191 AND TO A POINT ON A CURVE HAVING A RADIUS OF 11399.16 FEET AND A CHORD THAT BEARS N58°49'35"E 372.01 FEET; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY TO THE RIGHT ALONG SAID CURVE 372.03 FEET WITH A CENTRAL ANGLE OF 01°52'12" TO THE NORTHEASTERLY CORNER OF LOT 3, BLOCK 1 OF SAID HODSON ADDITION; THENCE S29°52'55"E 239.78 FEET; THENCE S60°07'05"W 408.42 FEET TO THE POINT OF BEGINNING, CONTAINING 2.072 ACRES.

Annexation, Initial Zoning, Final Plat & Conditional Use Permit

Yellowstone RV Park



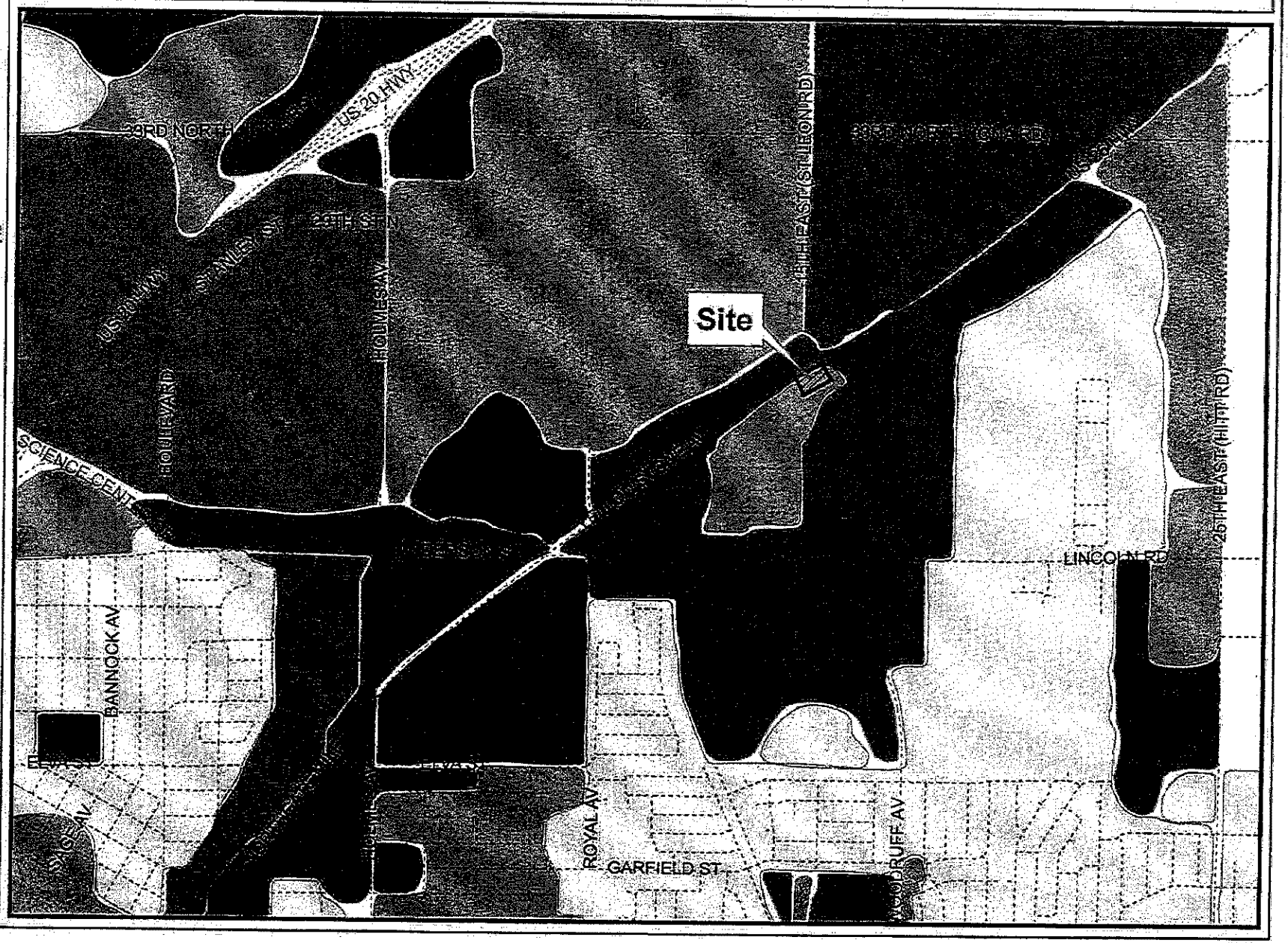
US 26 HWY
PRECISION DR
WOODRUFF AV
15TH EAST (ST LEON RD)
WOODRUFF CIR
YELLOWSTONE AV
1" = 200'

Annexation, Initial Zoning & Final Plat

Yellowstone RV Park

- Estate
- Low Density
- Higher Density
- Greenbelt Mixed Uses
- Parks, Recreation
- Public Facilities, Open Spaces
- Commercial
- Employment Centers
- Medical Services Center
- Higher Education Centers
- Planned Transition
- Highway-related industrial
- Railroad-related industrial

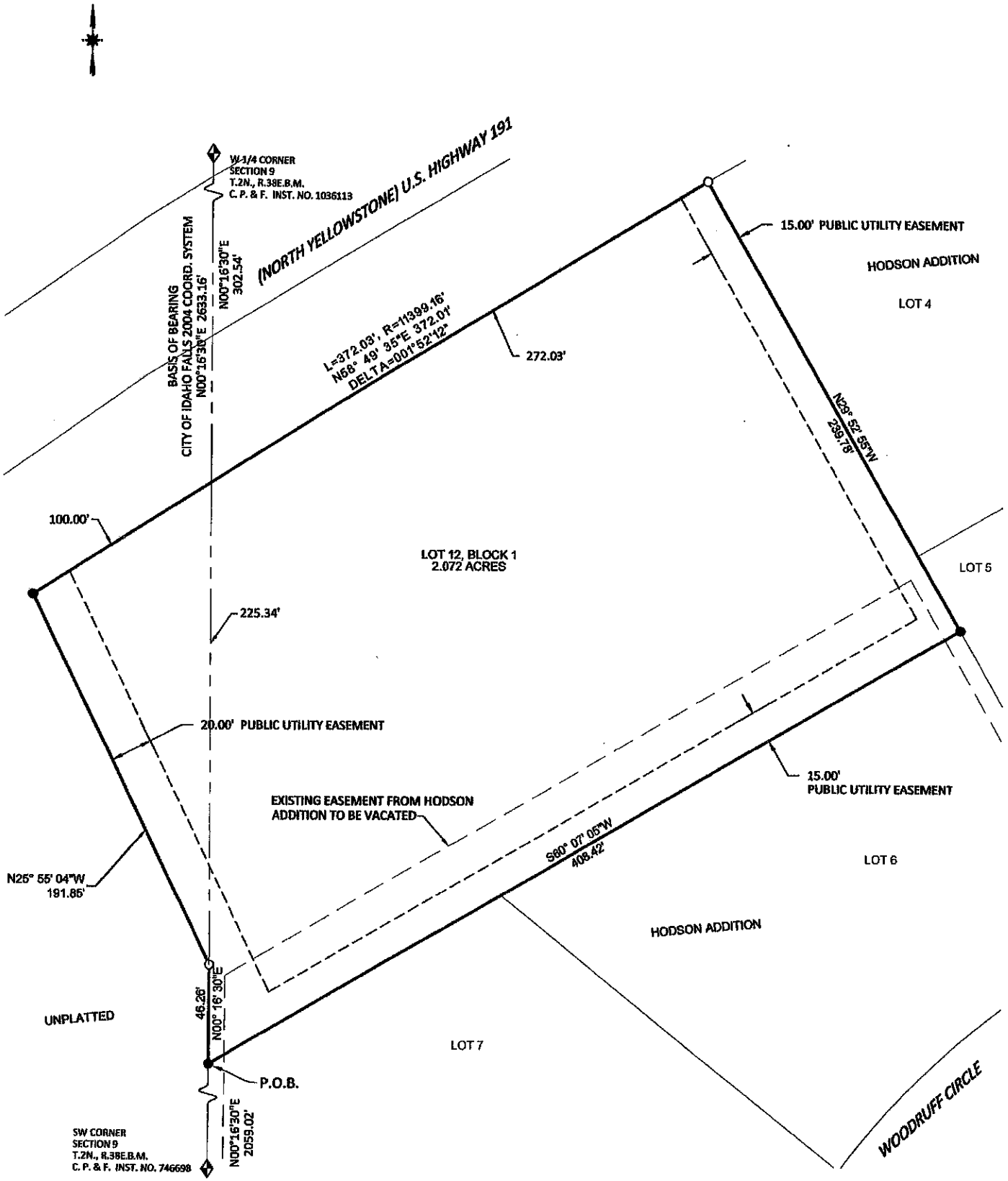
Comprehensive Plan

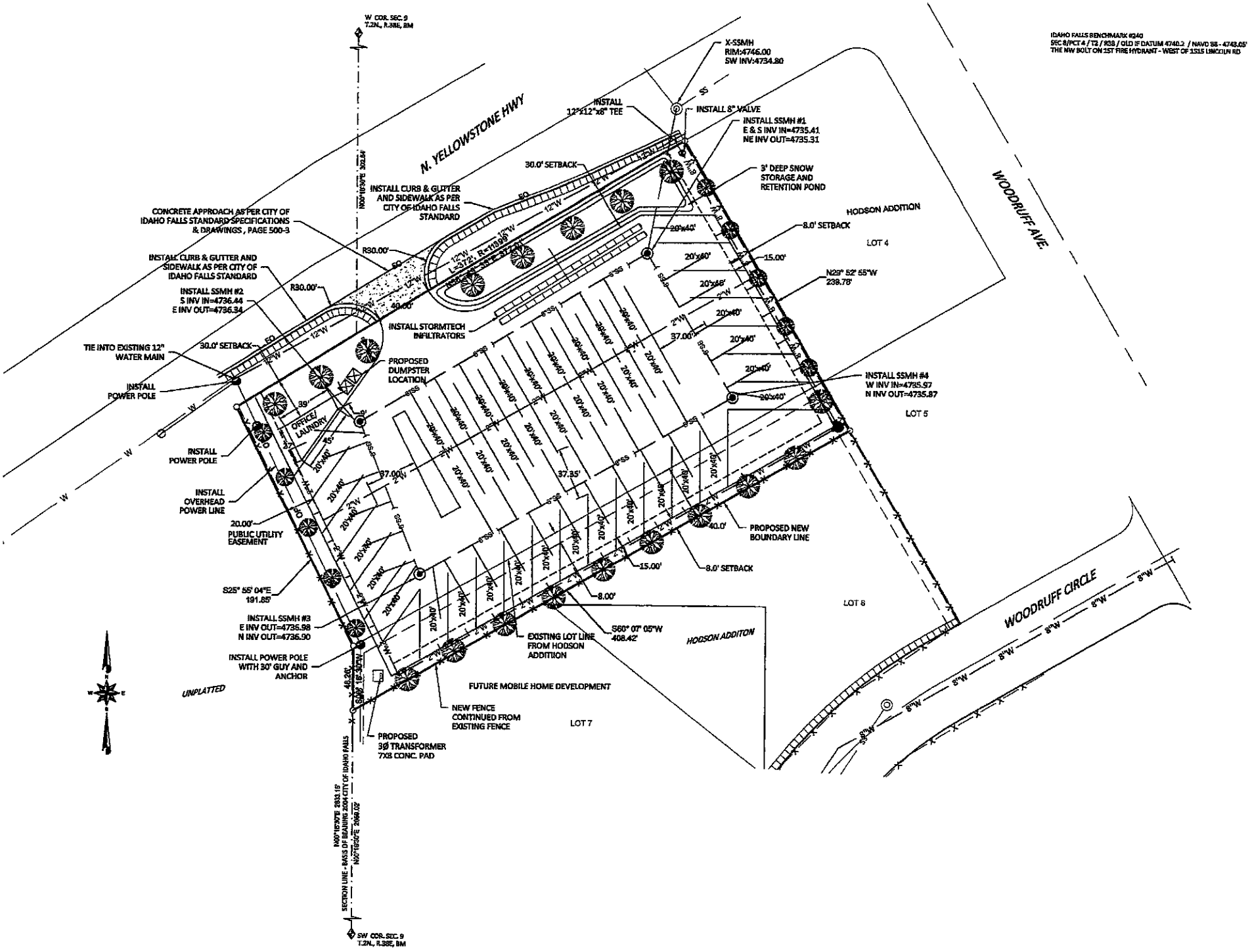


Planning Department
P.O. Box 50220
380 Consitution Way
Idaho Falls, ID 83405
(208) 612-8276

YELLOWSTONE RV PARK

AN ADDITION TO THE CITY OF IDAHO FALLS BEING A RE-PLAT OF LOTS 1-3 AND PART OF LOTS 6 AND 7, BLOCK 1 OF HODSON ADDITION, PART OF THE SOUTHEAST 1/4 OF SECTION 8 AND THE SOUTHWEST 1/4 OF SEC 9, T.2N., R38E., BONNEVILLE COUNTY, IDAHO




IDAHO FALLS BENCHMARK #240
SEC 8/PCT 4 / T2 / R38 / OLD IF DATUM 4740.2 / NAVD 88 - 4743.65'
THE NW BOLT ON 1ST FIRE HYDRANT - WEST OF 1515 LINCOLN RD
W COR. SEC. 9
T.2N., R.38E, BM
N. YELLOWSTONE HWY
WOODRUFF AVE.
WOODRUFF CIRCLE
X-SSMH
RIM:4746.00
SW INV:4734.80
INSTALL
12"x12"x8" TEE
INSTALL 8" VALVE
INSTALL SSMH #1
E & S INV IN=4735.41
NE INV OUT=4735.31
3' DEEP SNOW
STORAGE AND
RETENTION POND
HODSON ADDITION
LOT 4
8.0' SETBACK
15.00'
N29° 52' 55"W
239.78'
30.0' SETBACK
INSTALL CURB & GUTTER
AND SIDEWALK AS PER
CITY OF IDAHO FALLS
STANDARD
CONCRETE APPROACH AS PER CITY OF
IDAHO FALLS STANDARD SPECIFICATIONS
& DRAWINGS , PAGE 500-3
INSTALL CURB & GUTTER AND
SIDEWALK AS PER CITY OF
IDAHO FALLS STANDARD
R30.00'
INSTALL SSMH #2
S INV IN=4736.44
E INV OUT=4736.34
INSTALL STORMTECH
INFILTRATORS
TIE INTO EXISTING 12"
WATER MAIN
INSTALL
POWER POLE
PROPOSED
DUMPSTER
LOCATION
OFFICE/
LAUNDRY
INSTALL SSMH #4
W INV IN=4735.97
N INV OUT=4735.87
LOT 5
INSTALL
POWER POLE
INSTALL
OVERHEAD
POWER LINE
20.00'
PUBLIC UTILITY
EASEMENT
PROPOSED NEW
BOUNDARY LINE
8.0' SETBACK
15.00'
8.00'
S25° 55' 04"E
191.85'
LOT 6
INSTALL SSMH #3
E INV OUT=4735.98
N INV OUT=4736.90
S60° 07' 05"W
408.42'
HODSON ADDITON
EXISTING LOT LINE
FROM HODSON
ADDITION
INSTALL POWER POLE
WITH 30' GUY AND
ANCHOR
UNPLATTED
FUTURE MOBILE HOME DEVELOPMENT
NEW FENCE
CONTINUED FROM
EXISTING FENCE
LOT 7
PROPOSED
3Ø TRANSFORMER
7X8 CONC. PAD
SECTION LINE - BASIS OF BEARING 2004 CITY OF IDAHO FALLS
SW COR. SEC. 9
T.2N., R.38E, BM

IDAHO TRANSPORTATION DEPARTMENT
P.O. Box 97
Rigby, ID 83442-0097

(208) 745-7781
itd.idaho.gov

January 8, 2014

City of Idaho Falls
Attn: Brad Cramer
680 Park Avenue
Idaho Falls, ID 83402

RE: Public Hearing for ANNEXATION AND INITIAL ZONING OF RMH (RESIDENTIAL MOBILE HOME), FINAL PLAT, AND CONDITIONAL USE PERMIT FOR A TRAVEL TRAILER COURT

Dear Mr. Cramer:

This letter is concerning the public hearing that was scheduled for November 14th, 2013 for ANNEXATION AND INITIAL ZONING OF RMH (RESIDENTIAL MOBILE HOME), FINAL PLAT, AND CONDITIONAL USE PERMIT FOR A TRAVEL TRAILER COURT better known as Yellowstone RV Park. The Idaho Transportation Department (ITD) submitted a response, outlining our concerns with the development. ITD request that letter be rescinded and replaced with this letter.

ITD has no objections to the annexation and initial zoning; however, ITD does have some concerns with the access to US 26. The current access to US 26 from this parcel was permitted in July of 1983 for use as a Mobile Home Showroom. At the time of this permit US 26 was a three lane arterial.

Since this permit was issued, traffic volumes have significantly increased, US 26 has been widened to 5 lanes, Woodruff/St. Leon, has been re-aligned, the intersection of US 20 and St. Leon was converted to a full access interchange, and the intersection of US 26/Woodruff has been signalized.

To help preserve the highway as constructed and to protect the life and property of the traveling public, ITD would encourage access to this parcel from the local road network if possible. ITD is interested in discussing access to this parcel and the potential impacts this development would have to the traveling public.

If you have any further questions, please contact me at (208)745-5630.

Sincerely,

Ben Burke P.E.
District Six Traffic Engineer

cc: Idaho Falls City Council
Bonneville County Commissioners
Bonneville Metropolitan Planning Organization

BB:ms

Annexation and Initial Zoning of RMH (Residential Mobile Home), Final Plat and Conditional Use Permit for a Travel Trailer Court: Yellowstone RV Park: Cramer presented the staff report, a part of the record. Staff was notified on the day of the hearing that Idaho Falls Power is requesting a 15 foot wide public utility easement along the northern property boundary to be shown on the plat. Cramer clarified for Dixon staff is concerned about the stalls in the southeast corner because they angle into each other and don't provide easy ingress and egress. Cramer explained for Black where the landscaping was being provided and said it meets the ordinance requirements. The southern boundary will potentially be adjacent to a residential development but what is shown does meet the normal buffering requirements.

Cordova opened the public hearing.

Kurt Roland, Eagle Rock Engineering, 1331 Fremont Avenue, Idaho Falls. Roland said the applicant owns the property south of the proposed project and intends on building a mobile home park. They are planning on installing a fence along the southern property boundary. They will adjust the southeast stalls as requested by staff and move the office and laundry building to meet the required setbacks or remove the building. Roland clarified for Black that they will be installing a fence on the south side of the property and a berm with trees along Yellowstone.

Cordova closed the public hearing.

Cramer confirmed for Dixon some of the landscaping along Yellowstone Highway was in the right-of-way and could someday be removed if the roadway is widened. Swaney suggested the motion be for a 42 stall facility instead of 43 stalls in order to address the issue in the southeast corner.

Dixon moved to recommend to the Mayor and City Council approval of annexation, initial zoning of RMH, the final plat, and the conditional use permit with the conditions that the trailer court be for 42 spaces unless the applicant can come up with a resolution in the southeast corner which is satisfactory to the planning staff, the required trees within the utility easements be labeled on the site plan, a utility easement be added on the northern side of the plat, and the laundry and office building be modified to meet setbacks. The motion was seconded by Branson, and it passed unanimously.

Conditional Use Permit for a Message Center: Sunnyside Crossroads Regional Center North, Division Nos. 1, 2, and 3: Cramer presented the staff report, a part of the record. Dixon asked how tall the sign would be in relation to the hotel. Cramer did not know the hotel's height, but said the Exxon sign to the south is the same height as the proposed sign. Wimborne asked where the additional signs for each building will be located. Cramer explained that any of the buildings in Exhibit A could construct one of the additional signs on its specific site.

Cordova opened the public hearing.

Lyle Kooson, Town Pump, Butte, Montana. Kooson said the ability to share the electronic message center is a great way to reduce the sign clutter. Businesses within the development will be able utilize the message center as well as the panels below the message center. Sleep Inn will not be using any of the smaller signs shown in the presentation. Sleep Inn is only part of the message center request. He said the top of the hotel is approximately 62 to 64 feet in height, so the sign will be about 18 to 20 feet taller than the hotel. They are confident the 80 feet is sufficiently tall to be seen by travelers.

IDAHO FALLS PLANNING COMMISSION STAFF REPORT
Annexation, Initial Zoning, Final Plat, and Conditional Use Permit
Yellowstone RV Park
September 17, 2013

Planning and Building Division

Applicant: Eagle Rock Engineering

Location: South and adjacent to Yellowstone Highway, west of Woodruff Avenue, north of Lincoln Road

Size: 2.072 acres

Existing Zoning: Site, east, south: County C-2
North: HC-1, County C-2
West: HC-1

Existing Land Use: Site, south: Vacant
North: Retail
East: Convenience store/gas station
West: Idaho Innovation Center

Future Land Use Map: Higher density housing

Attachments:
1. Subdivision ordinance requirements
2. Conditional use permit requirements
3. Zoning information
4. Comprehensive plan policies
5. Maps and aerial photos
6. Final plat
7. Site plan

Requested Action: To **recommend** to the Mayor and City Council approval of annexation with initial zoning of RMH, the final plat, and a conditional use permit for a travel trailer court.

Staff Comments: The area under consideration is platted in Bonneville County with the exception of a small area on the western side of the plat. In order to include this area into the project, the existing plat is being re-drawn. The proposed RMH zoning is consistent with the comprehensive plan designation of higher density housing for the area. Travel trailer courts are allowed in the zone as a conditional use permit.

The proposed travel trailer court includes 43 spaces. Each spaces is served by sewer, water, and power. The landscaping meets the ordinance requirements, with the exception that the tree varieties are not labeled. This is required because the trees on the east, south, and west are within utility easements. Only one access is proposed onto Yellowstone Highway. A portion of the office/laundry building is located within the required 30 foot setback and must either be moved or reduced in size. The 15 requirements for approval of a travel trailer court are included on the following pages.

Staff recommendations: Staff has reviewed the plat and finds it in compliance with the subdivision ordinance.

If the conditional use permit is approved, staff recommends at least one of the stalls in the southeast corner of the site be removed. The stalls are angled in such a way to create potential conflicts between vehicles and trailers trying to enter or exit the stall.

Subdivision Ordinance: Boxes with an "X' indicate compliance with the ordinance

REQUIREMENTS	Staff Review
Property is contiguous or adjacent to the City boundaries.	X Property is contiguous on the west boundary and across the street to the north
Building envelopes sufficient to construct a building.	X One lot plat of over 2 acres
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X Ordinance requires a minimum of 2 acres for a travel trailer court. Lot is 2.072 acres
Lots have full frontage on, and access to, a dedicated street.	X Lots have frontage on and access to Yellowstone Highway
Residential lots do not have direct access to arterial streets.	NA
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposes access.	X Property is utilizing an existing access and does not show any new access
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X Site plan for travel trailer court shows storm pond and underground infiltrators
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	NA
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	NA No new streets
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such	NA

lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	NA No new streets
Minimum right-of-way widths are: 50 feet for 40 or less homes 60 feet for residential/commercial 70 feet for industrial	NA No new streets
Permanent dead end streets are less than 600 ft single family and 400 ft for all other uses.	NA No new streets
Streets intersect at right angles (10% deviation allowed).	NA No new streets
Minor streets are laid out to discourage through traffic.	NA No new streets
Minimum street grades of .4% shall be required with the maximum grade being 7% for secondary and major streets and 10% for local or minor streets.	NA No new streets
Curbs at street intersections shall be rounded with curves having a minimum radius of 25 feet.	NA No new streets
No plat shall be laid out for the purpose of creating a spite strip.	X
All streets and alleys within the subdivision shall be dedicated for public use. The dedication of ½ streets is prohibited.	NA No streets or alleys
The minimum width of an alley is 20ft. Alleys may be required along the rear line of all business properties, and in the rear off all fronting major thoroughfares.	NA No alleys
Residential block lengths shall not exceed 1300 ft, nor be less than 400 ft.	NA
The City may prohibit the subdivision of any land that lies within the flood plain.	X
No unusual problems anticipated with public utilities.	X

Conditional Use Permit Requirements:

8-2-1.B. Travel Trailer Courts Standards and Requirements:

Ordinance Requirement	Staff Comment
Each travel trailer court shall be held in one ownership and shall contain at least two (2) acres of land	The proposed lot is 2.072 acres and will be held in one ownership
All travel trailer courts shall abut upon a collector or arterial street, as set forth in the major street plan of Idaho Falls, Idaho.	The travel trailer court will abut Yellowstone Highway which is a major arterial
All travel trailers shall be set back at least thirty (30) feet from any public street, and fifteen (15) feet from an interior private roadway.	Stalls for the trailers are 65 feet from Yellowstone Highway. The stalls are 40 feet in depth, providing sufficient space to be at least 15 feet from the interior drive aisles.
The roadway system shall provide convenient circulation through the travel trailer court and provide access to each travel trailer space. No travel trailer space will be permitted direct access to a public street, road, or highway other than by means of the travel trailer court roadway system. All entrances and exits from the travel trailer courts shall be by forward motions only. No exit or entrance from a travel trailer court shall be through a residential zone and no entrance or exit shall be located closer than seventy (70) feet to the intersection of two streets.	The internal roadway system provides 37.35 foot wide drive aisles. There are no spaces which have direct access to any public streets. There is only one access/exit to the site from Yellowstone Highway. There are no spaces designed so trailers must back into the public street. There is no entrance or exit through a residential zone. The nearest street intersection is approximately 350 feet from the access to the travel trailer court
All one-way and two-way roadways shall be a curb-to-curb width of at least thirty-seven (37) feet and all roadways shall be hard-surfaced.	There are no curbs because the court is designed more as a parking lot, but the drive aisles are 37.35 feet. The aisles will be asphalt.
All areas within the court which are not hard-surfaced shall be landscaped and maintained with lawns, trees, and shrubs designed to provide privacy and noise containment and shall be equipped with adequate sprinkling or watering devices as approved by the Zoning Administrator. A landscape screen at least eight (8) feet in width shall be provided adjacent to the exterior boundaries of the court.	There are 8 foot landscape areas with trees on the south and east sides of the site. The west boundary includes a 15 foot wide landscape area and the north side includes a 30 foot wide landscape strip. Tree varieties are not listed, but those on the east, south, and west must be selected from the City's approved list for trees in utility easements.
Each travel trailer space shall be at least twenty (20) feet in width and at least forty (40) feet in length.	Each trailer space on the plan is shown as 20 feet in width by 40 feet in length.
No travel trailer space shall be rented for a period of more than thirty (30) days and no	This requirement will be monitored by the City personnel.

travel trailer which exceeds eight (8) feet in width shall be placed in a travel trailer court	
A minimum of fifty (50) percent of all travel trailer spaces shall be served by an approved water and sewage disposal system. In addition, each travel trailer court shall have a sewage dump for self-contained trailer units.	All of the spaces are served individually by both sewer and water. There is no specific sewage dump for other units, but this requirement may not be necessary as all spaces are served by sewer.
In addition to meeting the above requirements, all travel trailer courts shall conform to the requirements of the State and City Health Regulations relating to travel trailer courts.	Inspection to be done by appropriate State department.
The site of any travel trailer court shall be graded and/or filled and maintained so as to prevent the accumulation of storm or waste water of any kind. A travel trailer court shall not be permitted where there is inadequate drainage. Adequate drainage shall be provided and maintained for all patios, travel trailer stands, buildings, streets and other improvements.	There is a landscaped storm water retention pond as well as underground infiltrators to accommodate storm water.
Signs as may be required by the Zoning Administrator shall be placed in all travel trailer courts indicating the direction of travel and the area where no automobile parking will be permitted on roadways.	The travel trailer court is designed for two way travel. No signs have been shown on the site plan for areas where automobile parking is not permitted.
No permit to construct or enlarge a travel trailer court shall be issued until the plans for the proposed construction or enlargement have been approved by the Zoning Administrator and City Engineer.	Site plan for the project is currently under review. No permits will be issued until final drawings are approved.
Both dependent and independent travel trailers shall be allowed to occupy travel trailer spaces in a travel trailer court	Parking spaces are large enough to accommodate both dependent and independent travel trailers. The applicant has not indicated that there will be restrictions on different types of trailers.
All improvements, including utilities, streets, paved areas and landscaping must be completed within two (2) years of the date the plan is approved by the City Council.	To be monitored by staff.

8-1 RMH RESIDENTIAL MOBILE HOME ZONE

8-1-1 Definitions.

For the purpose of this Article, certain terms are defined as follows:

F. Travel Trailer The term "Travel Trailer" shall mean and include all living

accommodation units which are capable of unrestricted highway use, and not placed upon any foundation. The term shall include, but not be limited to, travel trailers, motor home units, campers mounted on automotive vehicles and camping tents.

G. Travel Trailer Court A tract of land retained in one ownership, for the purpose of rental of spaces for temporary placement of travel trailers, as defined in this Ordinance.

8-2 TRAVEL TRAILER COURTS - APPROVAL OF PLANS AND DOCUMENTS NECESSARY

Any person wishing to construct a travel trailer court shall obtain from the Zoning Administrator, information pertaining to the City's Plan of Land Use, streets, public facilities, and other requirements affecting the land within the development. Before a permit can be issued for any construction connected with a travel trailer court, the preliminary plans, required documents pertaining to the development and the final plan shall have been approved as hereinafter set forth.

8-2-1 Preliminary Plan and Documents.

The preliminary plan and documents shall be prepared and submitted as follows:

A. Plan Requirements Six (6) copies of the preliminary plan must be submitted to the Zoning Administrator at least two (2) weeks prior to the meeting of the Planning Commission at which the plan will be considered. The preliminary plan shall be drawn to a scale not smaller than one inch equals one hundred feet (1"=100') or as recommended by the Zoning Administrator and shall show the following information:

1. Proposed road and trailer space layout.
2. Proposed reservation for parks, playgrounds, and other open space.
3. Proposed location for service facilities.
4. A generalized landscape plan.
5. Location of existing and proposed utility lines and easements, water and sewer lines, fire hydrants, storm drains and facilities, curbs, and other improvements.
6. Any other data that the Planning Commission may require.

B. Standards and Requirements.

1. Each travel trailer court shall be held in one ownership and shall contain at least two (2) acres of land.
2. All travel trailer courts shall abut upon a collector or arterial street, as set forth in the major street plan of Idaho Falls, Idaho.
3. All travel trailers shall be set back at least thirty (30) feet from any public street, and fifteen (15) feet from an interior private roadway.
4. The roadway system shall provide convenient circulation through the travel trailer court and provide access to each travel trailer space. No travel trailer space will be permitted direct access to a public street, road,

or highway other than by means of the travel trailer court roadway system. All entrances and exits from the travel trailer courts shall be by forward motions only. No exit or entrance from a travel trailer court shall be through a residential zone and no entrance or exit shall be located closer than seventy (70) feet to the intersection of two streets.

5. All one-way and two-way roadways shall have a curb-to-curb width of at least thirty-seven (37) feet and all roadways shall be hard-surfaced.
6. All areas within the court which are not hard-surfaced shall be landscaped and maintained with lawns, trees, and shrubs designed to provide privacy and noise containment and shall be equipped with adequate sprinkling or watering devices as approved by the Zoning Administrator. A landscape screen at least eight (8) feet in width shall be provided adjacent to the exterior boundaries of the court.
7. Each travel trailer space shall be at least twenty (20) feet in width and at least forty (40) feet in length.
8. No travel trailer space shall be rented for a period of more than thirty (30) days and no travel trailer which exceeds eight (8) feet in width shall be placed in a travel trailer court.
9. A minimum of fifty (50) percent of all travel trailer spaces shall be served by an approved water and sewage disposal system. In addition, each travel trailer court shall have a sewage dump for self-contained trailer units.
10. In addition to meeting the above requirements, all travel trailer courts shall conform to the requirements of the State and City Health Regulations relating to travel trailer courts.
11. The site of any travel trailer court shall be graded and/or filled and maintained so as to prevent the accumulation of storm or waste water of any kind. A travel trailer court shall not be permitted where there is inadequate drainage. Adequate drainage shall be provided and maintained for all patios, travel trailer stands, buildings, streets and other improvements.
12. Signs as may be required by the Zoning Administrator shall be placed in all travel trailer courts indicating the direction of travel and the area where no automobile parking will be permitted on roadways.
13. No permit to construct or enlarge a travel trailer court shall be issued until the plans for the proposed construction or enlargement have been approved by the Zoning Administrator and City Engineer.
14. Both dependent and independent travel trailers shall be allowed to occupy travel trailer spaces in a travel trailer court.
15. All improvements, including utilities, streets, paved areas and landscaping, must be completed within two (2) years of the date the plan is approved by the City Council.

8-2-2 Review and Approval.

The Planning Commission shall review the plan to determine its compliance with any portion of the City's Land Use Plan and Zoning Ordinance. In considering approval

of the development, the Planning Commission shall, among other things, make sure that such development will mesh harmoniously with the surrounding area; that it will not produce a volume of traffic beyond the capacity of the surrounding street system. Requirements for utilities, off street parking, traffic circulation and other public requirements will be adequately met and that the standards and intent of this section shall be adequately complied with.

The Planning Commission may require changes to be made in the plan. They may also require additional yards or buffers or other improvements to be installed along with greater amounts of landscaping or parking spaces. Said changes may be imposed as conditions of approval where it is determined by the Planning Commission that such changes are necessary to insure that the development will mesh harmoniously with adjoining or nearby uses.

An application for approval of a travel trailer court shall be granted or denied only after a public hearing by the Planning Commission. Notice of the hearing shall be given in a newspaper of general circulation at least fifteen (15) days prior to said hearing.

After consideration by the Planning Commission, the application with the Planning Commission's recommendations shall be submitted to the Council for its approval. An application denied by the Planning Commission may be appealed to the Council. Said appeal must be made in writing within ten (10) days after the denial is made by the Planning Commission. Approval of the preliminary plan shall be valid for a period of one (1) year.

8-2-3 Final Site Plan.

Upon approval of the preliminary plan by the Council, the developer shall submit to the Planning Commission a final site plan of either the entire travel trailer court or the first stage of such development that is to be constructed. Such plan shall be drawn to scale and provide in detail, the information required under this Ordinance.

Copies of the final approved documents shall also be filed in the office of the Zoning Administrator. No building permit shall be issued for said travel trailer court until final plans have been approved by the Planning Commission and City Council, and the required documents filed in the office of the Zoning Administrator; and until the guarantee of performance required under 8-2-5 of this Ordinance has been properly posted.

8-2-4 Stage Construction Permitted.

Development may be carried out in progressive stages, in which events, each stage shall be so planned that the requirements and intent of this Ordinance shall be fully complied with at the completion of each stage. No final plan for the initial stage shall cover less than one (1) acre.

8-2-5 Guarantee of Performance.

A. Ability to Perform Prior to issuing a building permit for the construction of a travel trailer court, the developer must submit evidence satisfactory to the Council that the developer has the means and the ability to complete the stage of construction for which he has applied for a building permit. Such evidence shall consist of the contractor's bid or the engineer's or architect's estimate of the amount required to complete the development, together with the resources of the developer committed to such expenditure or the proof of the loan commitment sufficient to construct and complete such development.

B. Possession and Occupancy No possession or occupancy of the travel trailer court shall be allowed until the improvements as planned shall be fully constructed. Provided, however, that if the developer desires to have any occupancy of a portion of the partially developed staged construction, the developer shall post bond as security for the completion of all improvements. Included in these improvements, but not limited to, landscaping, road improvements, pedestrian ways, curbs, gutters, road surfacing, water, sanitary and storm drain lines and common facilities as shown in the final site plan. Upon the posting of bond, satisfactory in form and amount, to the Council for the completion of such improvements, occupancy may be granted upon a partially constructed and developed travel trailer court.

C. Estimates All cost estimates for completing the development shall be submitted to the City Engineer for his approval.

D. Duration of Bond The duration of any bonds or other insurance of completion of improvements and development of travel trailer courts shall be for a minimum of two (2) years from the date of the approval of the development by the Council. An extension of time may be granted by the Council upon application of the developer, provided such application is submitted at least sixty (60) days prior to the expiration of the bond and provided the issuer of the bond is willing to extend the time of assurance.

E. Default In the event the developer defaults or fails or neglects to satisfactorily install the required improvements within the time limitation, the Council may declare the bond or other assurance forfeited and the City may install or cause to be installed, the required improvements using the proceeds from the bonds or other assurance to defray the expense thereof.

F. Release of Security The developer shall be responsible for the quality of all materials and workmanship. All street and utility work shall be inspected by the City and upon the completion of installation of all such improvements the City Engineer shall make a final inspection of the improvements and shall submit a report to the Council. If the improvements do not meet the standards and the plans, the Engineer shall so report and the developer shall be obligated to

correct the improvements and complete the installation to meet all such plans and the approval of the City Engineer. Upon the Engineer's approval of the installation of improvements, the bond or other assurance shall be released and exonerated.

G. Continuing Obligation Any failure on the part of the developer or his assigns to maintain the travel trailer court in accordance with the approved management policies, covenants, conditions, and restrictions and agreements shall be deemed a public nuisance endangering the health, safety, and general welfare of the public and a detriment to the surrounding area.

All maintenance of private drives including, but not limited to, utilities, drainage, streets and snow removal, shall be the responsibility of the owner.

In addition to any other remedy provided by law for the abatement or removal of such public nuisance, the City may remove or abate the nuisance and charge the cost thereof, including reasonable attorney's fees to the owner.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION, INITIAL ZONING OF RMH RESIDENTIAL MOBILE HOME ZONE, FINAL PLAT, AND CONDITIONAL USE PERMIT FOR YELLOWSTONE RV PARK ADDITION TO THE CITY OF IDAHO FALLS, IDAHO.

WHEREAS, the applicant filed an application for annexation, initial zoning of RMH Residential Mobile Home Zone, final plat, and conditional use permit on August 19, 2013; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on September 17, 2013; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on March 27, 2014; and

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

I. RELEVANT CRITERIA AND STANDARDS

The City Council considered the following criteria and standards and applied them to its final decision:

1. The application is a Category A annexation request, requested by the owner of the property.

2. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.

3. The property is a 2.072 acre parcel located south and adjacent to Yellowstone Highway and west of Woodruff Avenue. The property is currently undeveloped but was formerly the location of a mobile home sales lot.

4. The subject property is within the City's designated Area of City Impact.

5. The western boundary is contiguous with City of Idaho Falls corporate limits.

6. The property and areas to the west and south are areas designated on the 2013 Comprehensive Plan Future Land Use Map as Higher Density Residential and Commercial. Areas to the east of the site are designated as Commercial. Areas to the north of the site are designated as Commercial and Highway Related Industrial.

7. The requested RMH zone is consistent with the 2013 Comprehensive Plan Future Land Use Map.

8. The property and area to the east and south is zoned C-2 in Bonneville County. Area to the north and west is zoned HC-1 Limited Business Zone. Area to the southwest is zoned RMH.

9. The site and property to the south are currently undeveloped. Areas to the north, east, and west include a variety of commercial uses with associated parking lots and landscaping.

10. Yellowstone Highway is shown in the 2013 Comprehensive Plan, Long Range Transportation Plan Map as an Expressway. Woodruff Avenue is shown as a Minor Arterial.

11. The proposed subdivision plat is in compliance with the subdivision ordinance.

12. The proposed conditional use permit for a travel trailer court is in compliance with all requirements of the zoning ordinance.

13. The Idaho Transportation Department (ITD) has submitted a letter indicating the applicant must apply for a permit to use the existing access to the site. ITD also indicates the location does not comply with current spacing standards between intersections and access points.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls **approved/denied** the request for annexation with initial zoning of RMH, Final Plat, and Conditional Use Permit for a Travel Trailer Court for Yellowstone RV Park **(with the condition all related permits are received, including a permit for access to Yellowstone Highway from the Idaho Transportation Department)**

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS_____DAY OF_____, 2014

_____

Rebecca Casper, Mayor

ANNEXATION AGREEMENT
YELLOWSTONE RV PARK

This Annexation Agreement Yellowstone RV Park (hereinafter called "AGREEMENT"), made this_____day of _____, 2014, by and between CITY OF IDAHO FALLS, a municipal corporation (hereinafter called "CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and ZAHE ELABED, an individual, (hereinafter called "DEVELOPER"), whose mailing address is 1331 Fremont Avenue, Idaho Falls, Idaho 83402.

W I T N E S S E T H:

WHEREAS, DEVELOPER is the sole owner, in law or equity, of a certain tract of land in the County of Bonneville, State of Idaho, which land (hereafter referred to as the "Subdivision"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, DEVELOPER understands that annexation must comply with Idaho Code § 50-222; and

WHEREAS, DEVELOPER voluntarily wishes to proceed with Category A annexation pursuant to Idaho Code § 50-222(3)(a); and

WHEREAS, DEVELOPER specifically waives DEVELOPER's right to protest annexation of DEVELOPER's property described in this AGREEMENT, including DEVELOPER's right of judicial review contained in Chapter 52, Title 67, Idaho Code, and pursuant to the standards set forth in § 67-5279, Idaho Code; and

WHEREAS, DEVELOPER enters into this AGREEMENT of DEVELOPER's own free will and accord, without coercion and without inducement and at DEVELOPER's request; and

WHEREAS, DEVELOPER has read this AGREEMENT, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this AGREEMENT and prior to signing it; and

WHEREAS, DEVELOPER has requested the Subdivision be annexed to CITY and has submitted a preliminary plat bearing the Subdivision name described in the caption of this AGREEMENT; and

WHEREAS, City Engineer and City Planning and Zoning Commission have recommended such annexation be granted subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to annex the Subdivision to CITY, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached as Exhibit "B" to this Agreement and adopted as part of such Agreement and incorporated herewith.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. **Annexation.** CITY agrees to annex the Subdivision to the City of Idaho Falls, Idaho, (more particularly described herein as Yellowstone RV Park in Exhibit "A" attached hereto and incorporated herein by reference) subject to DEVELOPER's performance of the terms and conditions of this AGREEMENT, including Special Conditions as Exhibit "B" and incorporated herein by this reference.

2. **Construction of Public Improvements.** Unless otherwise agreed in the Special Conditions, DEVELOPER shall, at its expense, design and construct all public improvements required by the Special Conditions attached hereto and incorporated as part of this AGREEMENT. Unless otherwise agreed in writing by City Engineer, DEVELOPER shall construct all required public improvements within such Improvement Plans in strict accordance with the approved preliminary and final Improvement Plans and CITY Standard Engineering Drawings and Specifications (hereafter referred to as the "Standard Specifications") in effect at the time the construction is accomplished. The Standard Specifications are incorporated herein by reference as though set out in full.

3. **Permits.** DEVELOPER shall obtain all rights of way, excavation and/or other permits required by local ordinance, and comply with all requirements therein with respect to the timely performance of the work governed by such permits.

4. **Completion of Public Improvements.** DEVELOPER agrees that, upon a finding by City Council, duly entered in the official minutes of the proceedings of City Council, that a portion or portions or the entirety of any public improvements "detailed in" the Special Conditions need to be completed in the interest of the public health, welfare or safety, DEVELOPER shall forthwith construct such public improvements. If DEVELOPER does not commence construction of such public improvements within a reasonable time after such finding is made, or if DEVELOPER does not complete such construction within a reasonable time thereafter, CITY may construct or complete such facilities at DEVELOPER's expense. City Council shall not make such finding unless DEVELOPER has been given at least ten (10) days advance written notice of the date and place of the meeting, and DEVELOPER has been given an opportunity to be heard at such meeting. At or before the meeting, City Engineer shall furnish DEVELOPER a cost estimate for completing the required portion or portions of such public improvements.

5. **Inspection.** DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the construction of all public improvements constructed by DEVELOPER in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Special Conditions and the Standard Specifications. DEVELOPER shall not materially deviate from the Special Conditions or Standard Specifications without the express written approval of City Engineer to do so.

6. **Public Improvement Certification.** Prior to acceptance of any phase or division of the Subdivision, DEVELOPER, through the Project Engineer, shall certify that all public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to CITY Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

7. **Final Plat.** DEVELOPER agrees not to commence any building or construction within the Subdivision until a final subdivision plat (hereinafter referred to as the "Final Plat") of the area encompassing the phase or division where such building or construction is contemplated, has been duly prepared in compliance with Idaho Code § 31-3805, as amended, and Chapter 13, Title 50, Idaho Code, as amended, and has been approved by CITY pursuant to the Subdivision Ordinance of CITY.

8. **Sale, Lease or Conveyance of Part of Property.** DEVELOPER agrees not to sell, lease or convey any portion of the Subdivision unless a Final Plat for the portion to be sold, leased or conveyed, has been approved by CITY and recorded in the Bonneville County Recorder's office.

9. **Acceptance of Subdivision.** Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Public Improvement Certification and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right of way within the Subdivision. Acceptance of the Subdivision shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT or as a waiver or release of the warranty set forth below in this AGREEMENT.

10. **Warranty.** DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision within which such improvements are located, by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Special Conditions or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights of way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises as of the date of this AGREEMENT.

11. Arterial Street, Surface Drainage and Other Impact Fees. DEVELOPER agrees to pay all Arterial Street and Bridge Fees, Surface Drainage Fees, or any other impact fees in force, at the time of the approval of a final plat covering any portion of the Subdivision. The calculation of such fees shall be based only upon the area included within the final plat. Such fees shall be paid in full prior to the approval of such final plat by CITY, and the amount and other terms and conditions regulating the payment and imposition thereof shall be in accordance with the CITY ordinance in effect at the time the final plat is approved.

12. Water and Sewer Main Connection Charges. DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

13. Rezoning of Property. Nothing herein contained shall restrict the right of CITY to change the zoning of any of the Unplatted Property following procedures established by City Zoning Ordinance and the Idaho Local Land Use Planning Act.

14. Special Conditions. In recognition of the unique circumstances relative to this Subdivision the parties agree to the Special Conditions attached hereto as Exhibit "B" and by this reference made a part hereof.

15. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a final plat has been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for commercial or industrial purposes.

16. Irrigation Facilities. DEVELOPER shall relocate or reconstruct all ditches, headgate structures, culverts, siphons, drywells or other similar appurtenant structures that will be impaired or otherwise disturbed by the construction of this Subdivision. DEVELOPER shall also obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

17. Relocation of Power Lines. DEVELOPER shall relocate at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements within this Subdivision as detailed in the Special Conditions.

18. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT. Such taxes and assessments shall

be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Subdivision.

19. Default. In the event DEVELOPER fails to comply with the terms and conditions hereof in any material respect, CITY may, without further notice to DEVELOPER, exercise any or all of the following remedies:

A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;

B. Withhold the connection of water, sewer or electric service to any property located within any phase or division of the Subdivision affected by such default;

C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;

D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;

E. Withhold reimbursement of Subdivision inspection fees collected pursuant to Section 10-1-19 of City Code;

F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

20. Notices. Any notice required by this AGREEMENT shall be mailed to the receiving party at the address set forth above or such other address as may be delivered to the sending party in writing. Such notice shall be mailed by certified mail, return receipt requested, postage prepaid and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner.

21. Recording Fees. Prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

22. Conflict with Standard Specifications. In the event of any conflict between the terms of this AGREEMENT or the Standard Specifications, the terms of this AGREEMENT shall prevail over any contrary provision of the Standard Specifications.

23. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors or assigns.

24. Remedies Cumulative. All remedies herein are cumulative and, to the extent not wholly inconsistent with each other, may be enforced simultaneously or separately, at the sole discretion of CITY.

25. Governing Law. This AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

26. Entire Agreement. This writing evidences the final and complete agreement between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

27. Effective Date. This AGREEMENT shall become valid and binding only upon its approval by City Council of CITY and upon its execution by the Mayor.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

_____
Rosemarie Anderson, City Clerk

CITY OF IDAHO FALLS

By_____
Rebecca Noah Casper, Mayor

DEVELOPER

By_____
Zahe Elabed

APPROVED AS TO FORM:

_____
Randall D. Fife
City Attorney

_____
Chris Canfield
Assistant Public Works Director

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2014, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said City.

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

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

(Seal)

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 24 day of March, 2014, before me, the undersigned, a notary public, in and for said State, personally appeared Zahe Elabed, known or identified to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same on his own behalf.

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

Lesley Hand
Notary Public of Idaho
Residing at: Bonneville County
My Commission Expires: 11/23/19

(Seal) LESLEY HAND NOTARY PUBLIC STATE OF IDAHO

EXHIBIT A

YELLOWSTONE RV PARK

Part of the Northwest Quarter of Section 9, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho described as follows:

Beginning at a point that is N00°16'30"E 2059.02 feet from the Southwest corner of Section 9, Township 2 North, Range 38 East, Boise-Meridian and running thence N00°16'30"E 46.26 feet; thence N25°55'04"W 191.85 feet to a point on a curve having a radius of 11399.16 feet and a chord that bears N58°49'35"E 372.01 feet; thence to the right along said curve 372.03 feet with a central angle of 01°52'12"; thence S29°52'55"E 239.78 feet; thence S60°07'05"W 408.42 feet to the point of beginning, containing 2.063 acres.

EXHIBIT "B"
SPECIAL CONDITIONS FOR
YELLOWSTONE RV PARK

S-C 1.00 Arterial Street and Bridge Fee.
The Bridge and Arterial Streets fee for this Subdivision is $5,180.00 (2.072 Acres at $2500 Per Acre), payable as follows:

Due Date	Payment Amount
Upon execution hereof	$5,180.00

S-C 2.00 Surface Drainage Fees.
The surface drainage fee for this Subdivision is $677.00 (90,256 square feet net area at $.0075 per square foot), payable as follows:

Due Date	Payment Amount
Upon execution hereof	$ 677.00

S-C 3.00 Traffic Signs.
DEVELOPER agrees to install all street signs designating the names of all streets within the Subdivision. Street signs designating the name of public streets shall be constructed with white letters over green background. Street signs designating the name of private streets shall be constructed with white lettering over blue background. Such signs shall be installed in the manner and locations as directed by the City Engineer.

S-C 4.00 Construction and Maintenance of Sanitary Sewer Lines Within The Subdivision.
DEVELOPER shall design and construct at his sole expense all sewer mains and appurtenances within the Subdivision in accordance with the City Standard Drawings and Specifications and as shown on the Improvement Drawings filed with and approved by the City Engineer. Upon completion thereof, DEVELOPER shall furnish the CITY with a certificate signed by a licensed professional engineer, certifying that the sewer mains and appurtenances have been constructed in accordance with such specifications.

S-C 5.00 Construction and Maintenance of water lines Within The Subdivision.
DEVELOPER shall design and construct at his sole expense all water mains and appurtenances within the Subdivision in accordance with the City Standard Drawings and Specifications, and upon completion thereof, DEVELOPER shall furnish the CITY with a certificate signed by a licensed professional engineer, certifying that the water mains and appurtenances have been constructed in accordance with such specifications.

S-C 6.00 Street Section Improvements.
DEVELOPER shall be responsible for designing and constructing the street section improvements along the frontage of Yellowstone RV Park property on Yellowstone Highway. The street section along said Highway shall be constructed as shown on the Improvement Drawings filed with and approved by the City Engineer and the Idaho State Transportation Department. The pavement thickness for the street section within the development shall be three inches (3") of asphalt plant mix pavement over eight inches (8") of three quarter inch (¾")crushed aggregate base material and shall include placement of subgrade separation geotextile, class 2. DEVELOPER shall be responsible for all tapers and appropriate signing necessary to transition from Yellowstone Highway to the proposed subdivision entrance, as shown on the improvement plans filed with and approved by the City Engineer and Idaho State Transportation Department. Such improvements shall be commenced within a reasonable time after the CITY makes demand upon Developer and shall be expeditiously prosecuted and completed within a reasonable time thereafter. The improvements shall be in accordance with the City of Idaho Falls Standard Specifications and Drawings in affect at the time the improvements are commenced. Improvements within the ITD right of way will be subject to the Idaho Transportation Department Standards. The design shall be approved by the City Engineer and the Idaho State Transportation Department prior to construction.

S-C 7.00 Relocation of utility Lines.
DEVELOPER shall relocate (if necessary), at DEVELOPER's expense, all electric utility poles or other utility lines or fixtures necessary to construct the public improvements and street sections shown on the Improvement Drawings.

S-C 8.00 Electric Utility Lines.
Subject to the dedication or conveyance to the CITY of all necessary easements for the operation of electric utility lines and appurtenances, the CITY will make electric service available to all structures located in the Subdivision and will operate and maintain such electric utility lines and appurtenances, all in accordance with the CITY Code. CITY will not provide or maintain illumination for private streets.

S-C 9.00 Storm System.
DEVELOPER will design and construct storm sewer main lines in accordance with the City's Storm Water Runoff Policy and in accordance with the Improvement Drawings and Specifications filed with and approved by the City Engineer. Storm water runoff from this subdivision shall drain to the proposed storm pond located in Yellowstone RV Park underground infiltration system. The storm water runoff for Yellowstone Highway will go into an underground infiltration system that will be approved by the City Engineer and the Idaho Transportation Department prior to construction. Design and construction criteria will be in accordance with the City storm drainage policy of 1.33 inches of storage volume over frozen ground and able to dissipate the storage within forty-eight (48) hours.

S-C 10.00. Reimbursement of Water Main Charges.
Upon connection of water service to any property owned by any person other than DEVELOPER and fronting upon that portion of the Yellowstone Highway right-of-way in which DEVELOPER has constructed a water main, CITY will, to the extent permitted by law, and upon written request of DEVELOPER, pay to DEVELOPER all water main connection charges collected by CITY from the owners of such property, pursuant to Section 8-4-14(c), City Code, as the same currently exists or may be amended hereafter.

S-C 11.00. Reimbursement of Sewer Main Connection Charge.
Upon connection of sewer service to any property owned by any person other than DEVELOPER and fronting upon that portion of the Yellowstone Highway right-of-way in which DEVELOPER has constructed a sewer main, the CITY will, to the extent permitted by law, and upon written request of DEVELOPER, pay to DEVELOPER all sewer main connection fee charges collected by the CITY from the owners of such property, pursuant to Section 8-1-23(c), City Code, as the same currently exists or may be amended hereafter.

S-C 12.00. Construction of Water Lines.
DEVELOPER agrees to design and construct approximately three hundred seventy lineal feet (370') of twelve inch (12") diameter water line within the N. Yellowstone Highway Road right-of-way beginning along the parcel frontage, all as shown on the Improvement Plans. CITY acknowledges that an eight inch (8") water line is adequate to serve this Subdivision; however, sound planning and economy of scale requires construction of a 12-inch diameter water main to serve properties adjacent thereto and or near this Subdivision. CITY agrees to reimburse DEVELOPER for that portion of the material costs of constructing such twelve inch (12") diameter water line that exceeds the material costs for constructing an eight (8") inch diameter water line subject to the limitations and bid procurement requirements of the AGREEMENT. The obligation of the CITY to participate in such costs shall be limited solely to the materials costs and shall not include any participation in design and construction costs. In no event shall the CITY have any obligation to pay any portion of such costs not specifically approved and authorized by the City Engineer in writing prior to the commencement of such work. In procuring the bids required under this AGREEMENT, DEVELOPER shall obtain and deliver to the CITY three itemized bids, each of which separately identifies the costs for such 8-inch and 12-inch diameter water lines.

CITY OF IDAHO FALLS

PLANNING AND BUILDING DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220
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Planning Department • (208) 612-8276 FAX (208) 612-8520 Building Department • (208) 612-8270

BGC-032-14

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Director
SUBJECT: FY 2014 Community Development Block Grant Project and Activities Applications
DATE: March 21, 2014

Attached is the list of projects and activities submitted by application for FY 2014 Community Development Block Grant (CDBG) funding totaling $477,431.95, including administration costs. This year's grant allocation from Housing and Urban Development (HUD) is $342,373.00, a 5.27% decrease in funding from FY 2013.

The March 27, 2014 public hearing will provide applicants the opportunity to provide a brief explanation of their projects. A 30-day public comment period will start on March 28, 2014, and end on April 27, 2014. Although the public hearing and comment period were conducted previously, because HUD extended the deadline for submittal of Annual Action Plans pending allocation of grant funding, the hearing and comment period must be redone.

Questions regarding this item may be directed to Lisa Farris at (208)612-8323.

cc: Rose Anderson, City Clerk
Lisa Farris, Grant Administrator
File

Attachments: List of Projects and Activities

Applicant	*Description*	*Amount*
CLUB, Inc. Public Service	**Crisis Intervention (CIT) Support for crisis housing and related services**	**$20,000**
Idaho Falls Legal Aid Public Service	**Legal aid assistance for domestic violence victims**	**$10,000**
BMPO/ (SR2S) Public Service	**7% match of Transportation grant - Safe Routes to School Program**	**$3670**
EICAP Public Service	**Grandparents Raising Grandchildren legal aid assistance - IF Legal Aid**	**$12,000**
IFDDC Slum/Blight	**Façade Improvements in Downtown Idaho Falls**	**$60,000**
City-Planning/Bldg LMI Activity	**Full time Code Enforcement in (3) Census Tract LMI neighborhoods**	**$68,883**
City- Public Works LMI Activity	**Curb & Gutter for in LMI neighborhood**	**$50,000**
City- Public Works LMI Activity	**Water line replacement for LMI clients**	**$10,000**
EICAP - Haven LMI Activity/Rehab	**Replace bathroom windows to the Haven Shelter**	**$5404.35**
Senior Center Rehab/LMI	**Pipe replacement ($5500) Electrical panel ($4500) Entry rehab ($6500)**	**$16,500**
LIFE, Inc. Rehab/LMI	**Homeowner rehab - ADA ramps and restrooms**	**$50,000**
Bonneville County Veteran Commission Rehab/LMI Area	**ADA Rehab to exterior, interior and ADA unisex restroom**	**$47,000**
Habitat 4 Humanity LMI Activity	**Acquisition for rehab of home for (1) LMI family**	**$40,000**
YMCA LMI Area Rehab	**Roof replacement of YMCA**	**$15,500**
Administration	**20% of 2014 allocation of $342,373**	**~~$72,000~~ 68,474.6**
	Total Request in Applications	***$477,431.95***