



City Council Meeting

Agenda

680 Park Avenue
Idaho Falls, ID 83402

Thursday, March 10, 2022

7:30 PM

City Council Chambers

While Coronavirus (COVID-19) is still a public health risk, the City will follow Eastern Idaho Public Health (EIPH) recommendations. EIPH currently recommends observance of The Centers for Disease Control and Prevention (CDC) guidelines.

Welcome to the Idaho Falls City Council Meeting.

Regularly scheduled Council meetings are open to any member of the general public either in person or via live stream on the City website and are archived on the City website (idahofalls.gov). Please be aware that the meeting agenda may differ at times because amendments to the agenda may be made by the Council during the meeting.

The Council encourages public input. While general public comment is not required by Idaho law, the Council welcomes general public comment as part of the City Council meeting. General public comment will be allowed for up to 20 minutes on the agenda. The public is always welcome to contact their Council representatives via e-mail or telephone, as listed on the City website.

The Council is committed to an atmosphere that promotes equal opportunity and is free from discrimination or harassment. All those who wish to address City Council during the public comment period are encouraged to adhere to the following guidelines.

Public Comment Participation Guidelines.

Speakers are encouraged to:

1. State their name and address.
2. Focus comments on matters within the purview of the City Council.
3. Limit their comments to three (3) minutes or less.
4. Refrain from repeating information already presented in order to preserve time for others to speak. Large groups are encouraged to select one or two speakers to represent the voice of the whole group.
5. Practice civility and courtesy. The Council has the right and the responsibility to maintain order and decorum during the meeting. Time may be altered for those speakers whose comments are profane or disruptive in nature.
6. Refrain from comments on issues involving matters currently pending before the City's Planning and Zoning Commission or other matters that require legal due process including public hearings, City enforcement actions, and pending City personnel disciplinary matters.

Comments that pertain to activities or performance of individual City employees should be shared directly with the City's Human Resources Director (208-612-8248), the City's Legal Department (208-612-8178) or with the Office of the Mayor (208-612-8235).

Speakers should note that City Council members typically do not engage in dialogue or questions with speakers during the public comment period or during public hearings.

Public Hearing Participation Guidelines.

1. In-person Comment. Because public hearings must follow various procedures required by law, please wait to offer your comments until comment is invited/indicated. Please address your comments directly to the Council and try to limit them to three (3) minutes.
2. Written Comment. The public may provide written comments via postal mail sent to City Hall or via email sent to the City Clerk at IFCLerk@idahofalls.gov. Comments will be distributed to the members of the Council and become a part of the official public hearing record. Written testimony must be received no later than forty-eight (48) hours prior to the date of the hearing to ensure inclusion in the permanent City record.
3. Remote Comment. When available, the public may provide live testimony remotely via the WebEx meeting platform using a phone or a computer. Those desiring public hearing access should send a valid and accurate email address to VirtualAttend@idahofalls.gov no later than twenty-four (24) hours prior to the date of the hearing so log-in information can be sent to you prior to the meeting. Please indicate for which public hearing on the agenda you wish to offer testimony. Please note that the remote option will not be available for all meetings.

If communication aids, services, or other physical accommodations are needed to facilitate participation or access for this meeting, please contact City Clerk Kathy Hampton at 208-612-8414 or ADA Coordinator Lisa Farris at 208-612-8323 not less than 48 hours prior to the meeting. They can help accommodate special needs.

City Council Agenda:

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

Please see guidelines above.

4. **Consent Agenda.**

Any item may be removed from the Consent Agenda at the request of any member of the Council for separate consideration.

A. Airport

- 1) Minutes from Airport Leadership Workshop with Council Members **21-434**
Wednesday, December 15, 2021, Airport Leadership Workshop

Attachments: 12.15.2021 Airport Minutes.docx

B. City Attorney

- 1) Resolution adopting the Idaho Falls Police Department Personnel Manual (January 2022 edition) **21-438**
On February 10, 2022, the Council adopted Resolution No. 2022-02 which adopted the Police Department Personnel Manual (January 2022 edition). However the copy the Idaho Falls Police Department Personnel Manual (January 2022 edition) contained certain scrivener's errors that were not intended to be adopted as part of the manual update. This proposed resolution has a copy of the Police Department Personnel Manual (January 2022 edition) without the scrivener's errors.

Attachments: Police Policy Manual Resolution 2022 (correction).pdf
Police Personnel Manual (2022 Corrected) 3.2.22.pdf

C. Public Works

- 1)** Bid IF-22-12, Steel Traffic Light Poles for Public Works **21-442**

The purchase of the steel traffic light poles is requested for the 17th and Woodruff and Sunnyside and Crestwood capital intersection improvement projects.

Attachments: T22-12 Steel Traffic Light Poles.pdf

- 2)** Bid Award - Water Line Replacements 2022 **21-435**

On Tuesday, March 1, 2022, bids were received and opened for the Water Line Replacements 2022 project. A tabulation of bid results is attached. The purpose of the proposed bid award is to replace aging water line and construct pavement improvements in and near Saturn Avenue between Grandview Drive and Broadway.

Attachments: WTR-2021-04 Bid Tab.pdf

D. Municipal Services

- 1)** Bid IF-22-10, Haul and Spread Liquid Wastewater Biosolids for Public Works **21-430**

To maintain compliance with Idaho Department of Environmental Quality (IDEQ) discharge permit requirements, Public Works must have the ability to haul and spread liquid wastewater biosolids.

Attachments: T22-10 Sludge Hauling.pdf

- 2)** Bid IF-22-09, Main Line Materials for Public Works **21-431**

This request is to purchase main line material inventory for the Woodruff Avenue and 17th Street Intersection project.

Attachments: T22-09 Main Line Materials.pdf

- 3)** Treasurer's Report for January 2022 **21-436**

A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending January 2022, total cash, and investments total \$143.6M. Total receipts received and reconciled to the general ledger were reported at \$60.4M, which includes revenues of \$58M and interdepartmental transfers of \$2.4M. Total distributions reconciled to the general ledger were reported at \$38.3M, which includes salary and benefits of \$5.6M, operating costs of \$30.3M and interdepartmental transfers of \$2.4M. As reported in the attached investment report, the total investments reconciled to the general fund were reported at \$135M.

Attachments: MS_January 2022 Treasurer's Report.pdf

- 4)** Minutes from Council Meetings **21-440**

February 22, 2022 City Council Work Session

Attachments: 20220222 Work Session - Unapproved.pdf

- 5) License Applications, all carrying the required approvals

Recommended Action:

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

5. Regular Agenda.

A. Human Resources

- 1) Resolution to Update Personnel Manual **21-433**

The Personnel Manual provides guidance over a broad range of City employment matters and relationships. The attached draft is the result of a thorough review of the current Manual, employment best practices, and input from various sources, including Council members, Department Directors, and City employees. Changes are in the areas of background checks, pay, standby time, employment flexibility, holidays, vacation/sick use, Commercial Drivers License employment expectations, cessation of longevity pay, and re-employment preference.

Recommended Action:

Approve the Resolution to adopt the City of Idaho Falls Personnel Manual (March 2022) (or take other action deemed appropriate).

Attachments: Resolution - Personnel Policy 2.25.22.docx
March 2022 Personnel Policy Manual.pdf

B. Municipal Services

- 1) Bid IF-22-11, Niche Columbarium for Parks and Recreation **21-432**

This request is to construct a new niche wall at Rosehill Cemetery.

Recommended Action:

Accept and approve the lowest responsive responsible bidder, Monument Warehouse, LLC., for a total of \$84,300.00 (or take other action deemed appropriate).

Attachments: T22-11 Niche Columbarium.pdf

C. Airport

- 1) City Council Acting as Idaho Falls Airport Board **21-441**

IDA is a city-owned enterprise funded largely by FAA grants-with other federal funds. Governance at IDA therefore must focus both fiduciary duty and management efforts on grant assurances, while at the same time ensuring that the passenger experience at IDA is convenient, comfortable, and safe. Throughout the airport management profession, these goals are met with board management. After a period of meeting in "Airport Leadership Workshops," the Idaho Falls City Council is well suited to oversee airport policy, management, and overall disposition of federal and local funds. Approval of this manual will memorialize the practice of the City Council serving as the Idaho Falls Airport (IDA) Board of Directors.

Recommended Action:

To approve the policy and procedures manual for the Idaho Falls Regional Airport (or take other action deemed appropriate).

Attachments: Board Policy Final.docx

D. Public Works

- 1)** Iona Bonneville Sewer District (IBSD) - Request for Sewer Service Area Expansion **21-439**

Public Works is in receipt of a request from the IBSD to increase the District's sewer service area boundary by 102.68 acres. The proposed expansion included two separate areas. Exhibit A is for inclusion of 20.181 acres of property located generally east of North 45th East and north of East 49th North. Exhibit B is for inclusion of 82.499 acres of property located generally west of North 55th East and north of East 65th North.

Section 8 of the Cooperative Agreement for Sewage Collection and Treatment between Idaho Falls and the District requires that enlargements to the sewer service area be approved by the City of Idaho Falls. The City had previously requested that the District not expand its sewer service area unless alternative means were secured for sewage to reach the Wastewater Treatment Plant. Currently, the Sunnyside Sanitary Sewer Trunk line carries all flow from the District to the Plant. The District did reduce its service area in response to our request and is approximately 114.83 acres smaller than when originally requested by the City.

The District's sewer service area would still be approximately 12.15 acres smaller than it was in 2016, if this request is approved.

Recommended Action:

Approval of the request to expand the Sewer Service Area for IBSD (or take other action deemed appropriate).

Attachments: 2022-02-23 - IBSD Expansion Request 3-3-22.pdf

E. Community Development Services

- 1)** Development Agreement, Final Plat and Reasoned Statement of Relevant Criteria and Standards, Riverfront Luxury Townhomes Division 1. **21-426**

Attached is the application for the Development Agreement, Final Plat and Reasoned Statement of Relevant Criteria and Standards for the Riverfront Luxury Townhomes Division 1. The Planning and Zoning Commission considered this item at its April 20, 2021, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Recommended Action:

1. Approve the Development Agreement for Riverfront Luxury Townhomes Division 1 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

2. Accept the Final Plat for Riverfront Luxury Townhomes Division 1 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Riverfront Luxury Townhomes Division 1 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map.jpg
Aerial.jpg
Riverfront Luxury Townhomes Division No 1 Plat.pdf
Council Staff Report.docx
PC Minutes.docx
Reasoned Statement.docx
Development Agreement.pdf

2) Development Agreement, Final Plat and Reasoned Statement of Relevant Criteria and Standards, Sand Creek Estates Division 3. 21-437

Attached is the application for the Development Agreement, Final Plat and Reasoned Statement of Relevant Criteria and Standards for Sand Creek Estates Division 3. The Planning and Zoning Commission considered this item at its September 7, 2021, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Recommended Action:

1. Approve the Development Agreement for Sand Creek Estates Division 3 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

2. Accept the Final Plat for Sand Creek Estates Division 3 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Sand Creek Estates Division 3 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map .jpg
Aerial.jpg
Sand Creek Estates Div 3 Final Plat.pdf
Staff Report.docx
PC Minutes.docx
Reasoned Statement.docx
Development Agreement.pdf

3) Public Hearing - Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Skyline Manor Townhomes Division 2 PUD. 21-427

Attached is the application for the PUD and Reasoned Statement of Relevant Criteria and Standards for

Skyline Manor Townhomes Division 2 PUD. The Planning and Zoning Commission considered this item at its December 7, 2021, meeting and unanimously voted to recommended approval of the PUD as presented. Staff concurs with this recommendation.

Recommended Action:

1. Approve the Planned Unit Development for Skyline Manor Townhomes Division 2 PUD as presented (or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Skyline Manor Townhomes Division 2 PUD and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map .jpg
 Aerial.jpg
 Airport LU.jpg
 Skyline Manor Div 2 PUD.pdf
 Elevation Drawings.PDF
 Staff Report.doc
 PC Minutes.docx
 Reasoned Statement.docx

- 4) Ordinance to amend Title 7, Chapter 9 to add public transportation facility signs to the sign code. **21-428**

Attached is an ordinance amending Title 7, Chapter 9 to add public transportation facility signs to the sign code. This ordinance is in response to the recent efforts to launch Greater Idaho Falls Transit (GIFT) to provide public transportation in Idaho Falls. Although the program at this point is focused on micro-transit, as the system grows it may eventually include fixed routes with benches and shelters. Advertising is traditionally a part of such facilities, but the sign code does not currently accommodate off-premise advertising of this type. This proposal modifies the code to allow advertising on benches and shelters only associated with the official public transportation provider for the City.

Recommended Action:

To approve the amendment of Title 7, Chapter 9 to add public transportation facility signs to the sign code under a suspension of the rules requiring three complete and separate readings and request 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, reject the Ordinance, or take other action deemed appropriate).

Attachments: Ordinance

6. Announcements.
7. Adjournment.

File #: 21-434

City Council Meeting

FROM: Brook Edwards, Airport Administration
DATE: Wednesday, December 15, 2021
DEPARTMENT: Airport

Subject

Minutes from Airport Leadership Workshop with Council Members

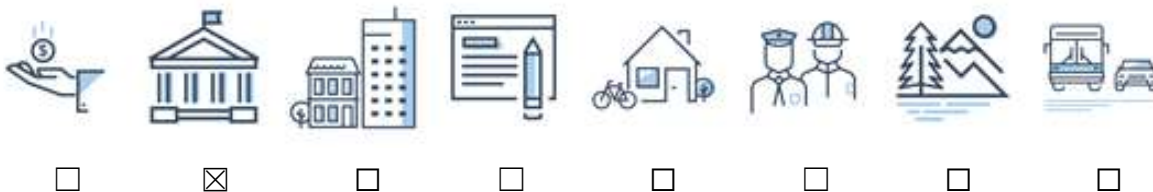
Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
 Approve the minutes as described below (or take other action deemed appropriate).

Description, Background Information & Purpose

Wednesday, December 15, 2021, Airport Leadership Workshop

Alignment with City & Department Planning Objectives



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

Interdepartmental Coordination

N/A

Fiscal Impact

N/A

Legal Review

N/A

December 21, 2021

The City Council of the City of Idaho Falls met in Airport Leadership Workshop, Tuesday, December 21, 2021, at the Idaho Falls Regional Airport, 2140 North Skyline in Idaho Falls, Idaho at 7:00 a.m.

Call to Order and Roll Call:

There were present:

Mayor Rebecca L. Noah Casper

Councilmember Thomas Hally

Councilmember Jim Francis

Councilmember Lisa Burtenshaw

Councilmember Michelle Ziel-Dingman

Councilmember Jim Freeman

Also present:

Rick Cloutier, Airport Director

Jayne Verish, Airport Assistant Director Operations & Maintenance

Bruce Young, Airport Assistant Director Finance & Administration

Randy Fife, City Attorney

Steve Laflin, Idaho Falls Airport Association (IFAA)

Phone:

Jennifer Imo, The Ferguson Group

Nathan Cuvala, TO Engineers

Eric Peterson, Alliance Architects

Absent:

Councilmember John Radford

Mayor Casper called the meeting to order at 7:00 a.m.

Announcements:

Would like to transition the Airport from an Airport Leadership to an Airport Board.

Airport Updates/Terminal Expansion:

Director Cloutier reviewed the following with general discussion throughout:

Welcome of the new Airport Assistant Director of Finance and Administration, Bruce Young.

Financial Update:

Mr. Rick Cloutier reviewed the FY 2021 Budget

Budgeted revenue: \$15,426,601

Actual revenue: \$18,768,489

Budgeted operating expenditures: \$15,907,219

Actual operating expenditures: \$17,428,272

Revenues vs. Expenditures \$1,340,217

Increase in expenditures due to expansion and unexpected costs due to COVID19

Airline Passenger Numbers

2019 – 2021

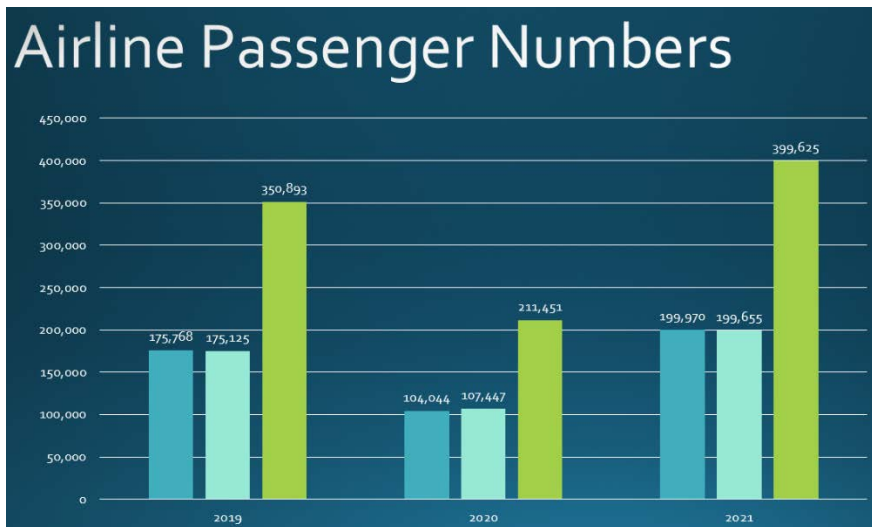
December 21, 2021

2021 only through November

2019 was surpassed by ~50,000 passengers - highest year of the Idaho Falls Regional Airport

200,000 enplanements in 2020

2021 is expected to have 450,000 passengers going through the Airport.



Mr. Cloutier announces that additional flights starting with an additional Seattle flight, mid-day turn starting in April and a Boise flight starting in May. Estimating to have well over 500,000 passengers in 2022. That is not including the Jackson Hole Airport closing in April for three months.

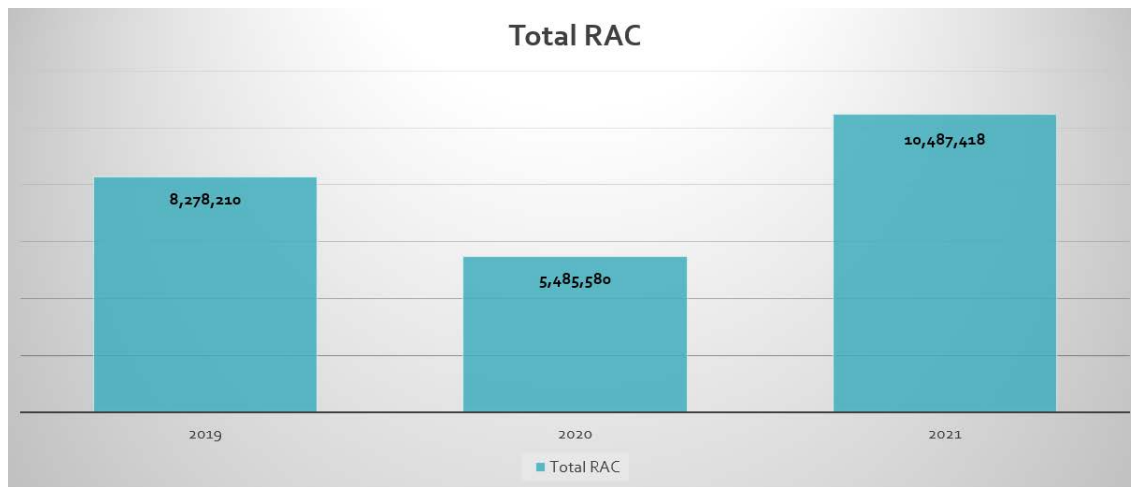
Parking Revenue



*Parking for 2021 is through the end of October due to the contract being a 60-day reporting period.

December 21, 2021

Rental Car Revenue



*Through the end of November

*2019 was a regular year.

This is what was received by the car rental agencies.

Federal Advocacy Update:

Jennifer Imo with The Ferguson Group gives an update on:

- State of play in Washington
- Federal agenda and related advocacy
- Grant work

\$1.2B infrastructure package signed into law November 15 (includes significant funds for airports).

House transportation appropriations funding approved; waiting on Senate to finalize annual spending bills. Current federal funding runs through February 18, 2022. *FAA reauthorization through September 30, 2023.*

Additional money through the Airport Improvement Program (AIP) as well as a grant program for airport terminal.

Each year Rick Cloutier and Jennifer Imo work together to identify the federal priorities for Idaho Falls Regional Airport (IDA), meet with the delegation and provide them with this federal agenda so that they are aware of what the priorities are:

- Federal Funding for Infrastructure Improvements at IDA
- Federal Contract Tower Program
- FAA Reauthorization Priorities

Federal Funding for Infrastructure Improvements

- Communicated support HR 7523/S 1715 that would allow airports to access IFIA loans for infrastructure projects (Included in infrastructure bill).
- Submitted Community Project Funding request to Representative Mike Simpson (Expand Terminal Building to include Airline Ticket Counters, TSA baggage Screening and Outbound Baggage Makeup).
- Continued support for AIP.

December 21, 2021

- Infrastructure bill: includes \$25B for aviation (\$10B for terminal projects, including \$200M dedicated funding for Federal Contract Towers, and \$15B for AIP).

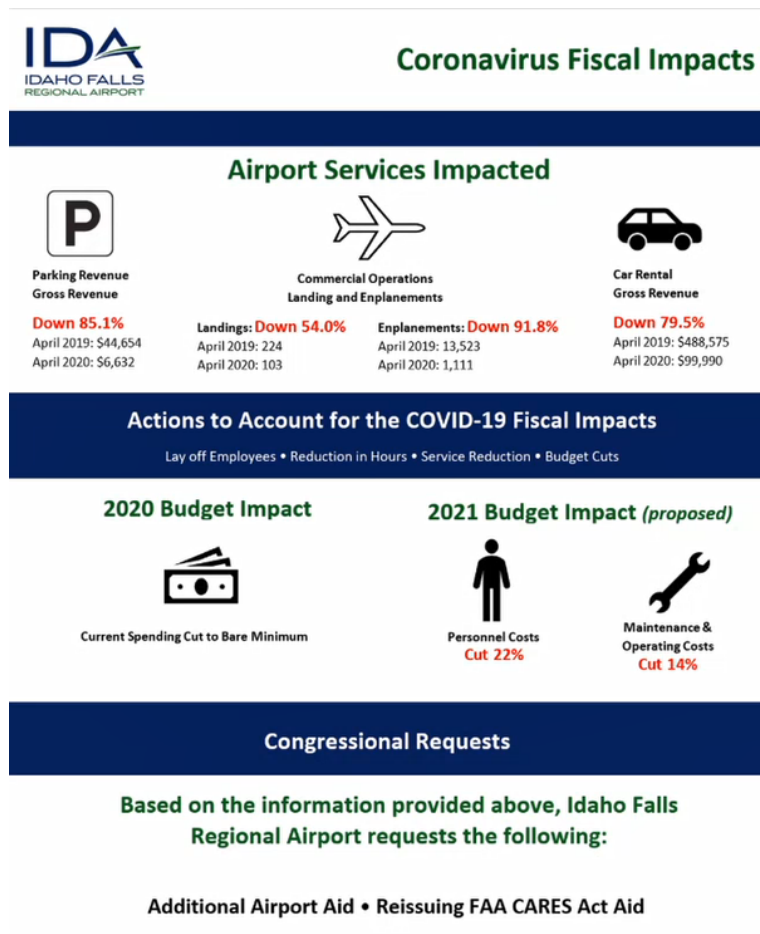
Federal Contract Tower Program

- Continued support for funding
 - Infrastructure package
 - Annual appropriations
- Communicated support for staffing bills HR 1283/S 419 (both ID senators are original cosponsors).
 - Allows retired federal controllers to keep their federal annuity while working at FCTs.
 - Effort to include in infrastructure package.

Passenger Facility Charge Cap

- Communicated support and continued dialogue on lifting the cap to Congressional delegation.
- Current FAA reauthorization bill runs through FY 2023.

Coronavirus Relief



*A graph showing what the COVID19 impact was on the airport

Grant Opportunities

Small Community Air Service Development program (SCASD) is a grant application to help initiate daily flight service between Idaho Falls and Seattle, WA. This grant was not awarded to IDA as IDA already initiated service to Seattle, Washington. Jennifer states that they have maintained contact with DOT and delegation.

Capital Improvement/Construction update

Nathan Cuvala, TO Engineer project manager for IDA

Eric Peterson, Alliance Architects for IDA

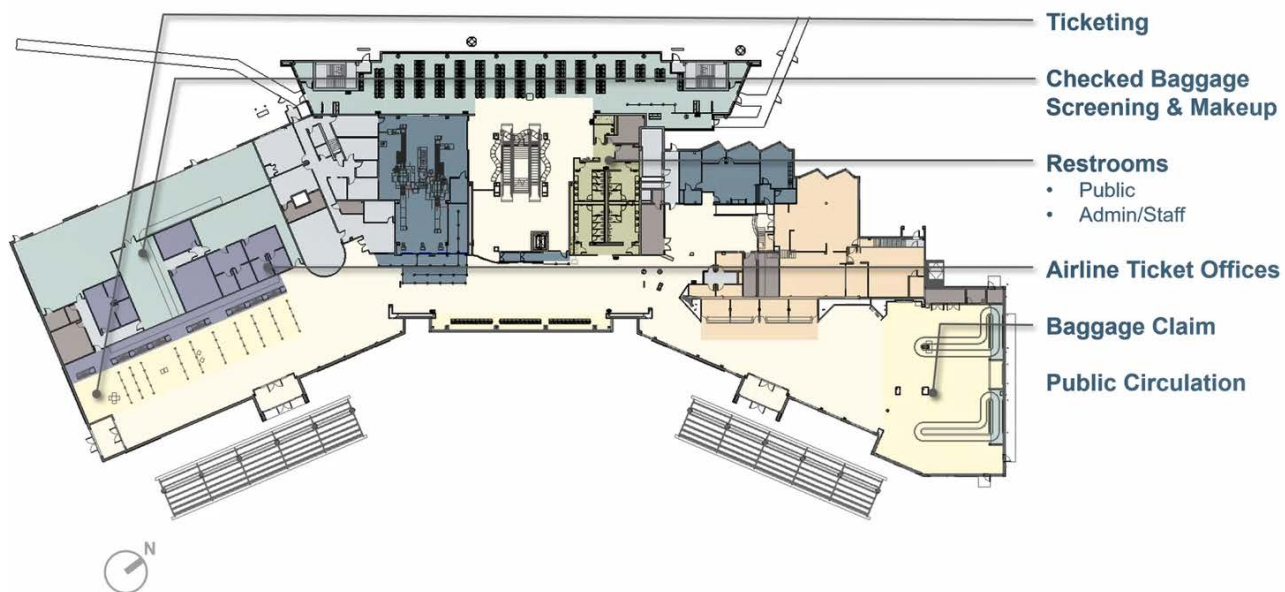
Ongoing and Upcoming Projects – Nathan Cuvala

- Acquire ARFF Vehicle
- Central Terminal Expansion
- Airport Master Plan
- Land Acquisition
- Terminal Concept Budget Report
- Rehabilitate Runway
- Rehabilitate and Expand Terminal Apron
- Rehabilitate North Apron
- Relocate Air Traffic Control Tower
- Expand Parking
- Terminal Expansion

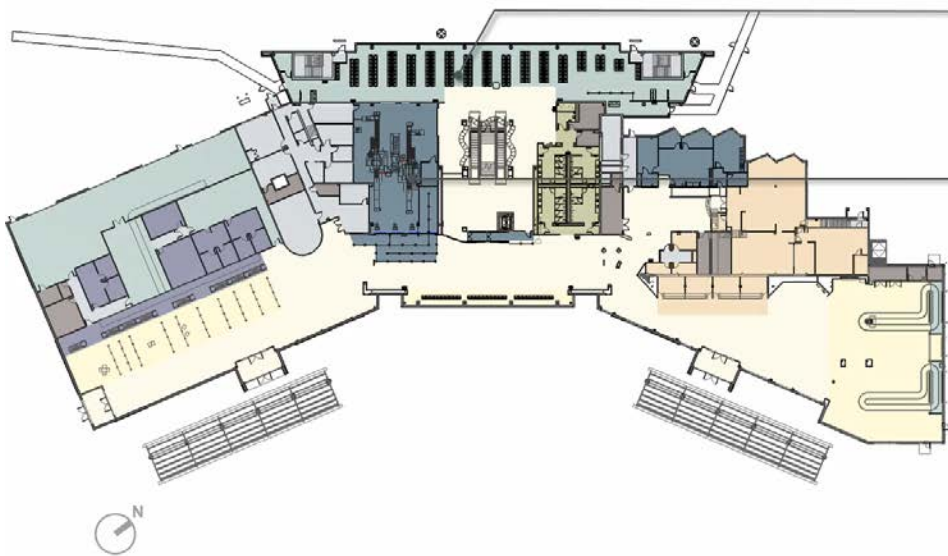
Terminal Expansion Concept Study – Eric Peterson

**With the demand IDA has already reached full capacity*

Existing Facilities Ground Floor Level – Primary Focus Areas



Existing Facilities Ground Floor Level – Additional Areas of Study



Gatehold

- Capacity relative to anticipated upgauged aircraft
- Flow and pax experience
- Common Use at gates?

Security Screening Checkpoint

- Flow, pax experience, queuing and recomposure
- Possibility of adding third screening lane

Existing Facilities Ticketing, ATOs, Baggage Makeup



Ticketing

- Peak hour demands
- Agent vs. kiosk
- Check-in queue space & layout
- Common Use

Baggage Screening and Makeup

- Peak hour demand
- Type of device
- Processing time
- Makeup space allocation

Airline Service

- Current levels
- Forecast levels

Existing Facilities Restrooms



Renovate Existing Restrooms

- Landside, airside?

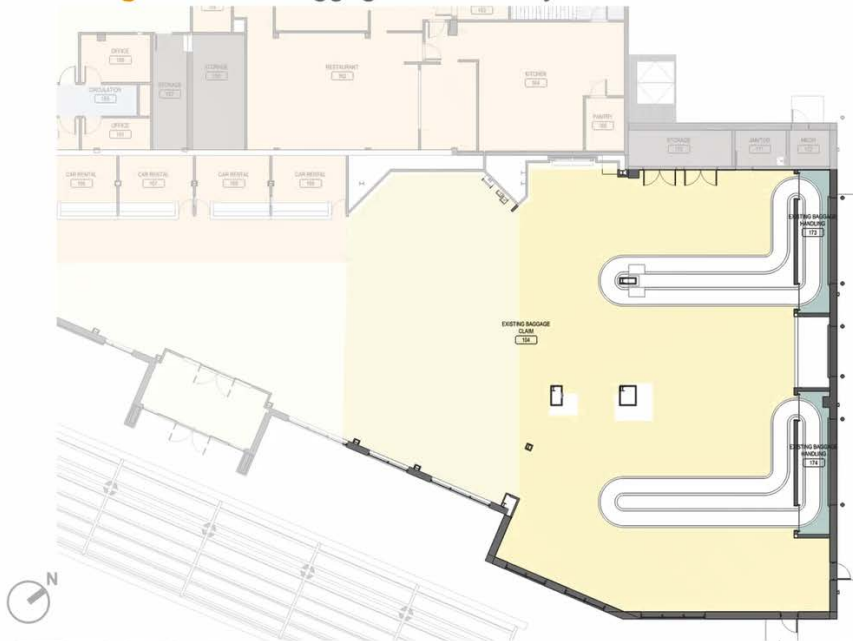
Add New Public Restrooms

- Add redundancy to accommodate passenger restroom use during maintenance/shutdowns

Add New Staff/Non-Public Restrooms

- New restrooms needed

Existing Facilities Baggage Claim & Laydown



Baggage Claim

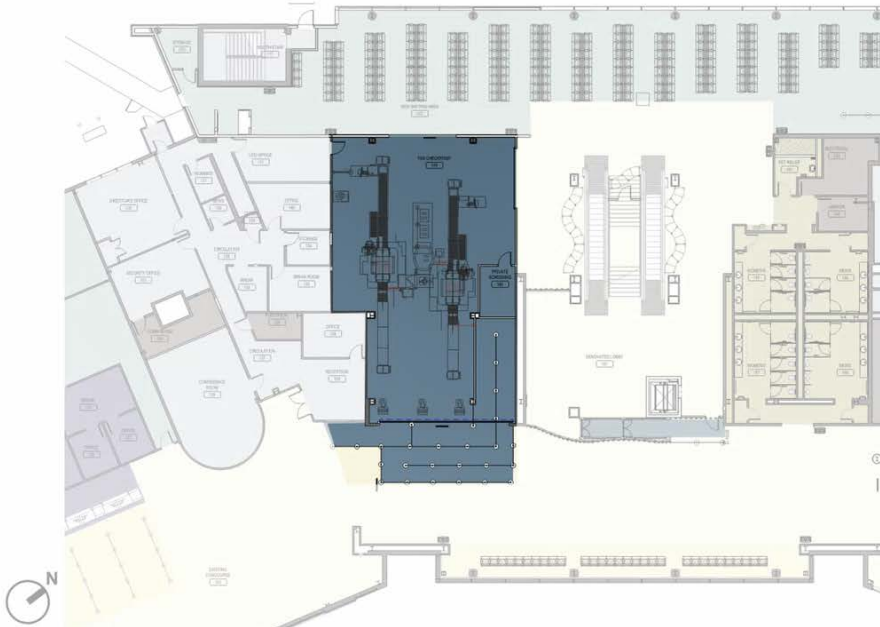
- Claim device capacity relative to anticipated upgauged aircraft
- Passenger queueing and active claim area
- Possibilities for future expansion

Baggage Laydown

- Stripping belt capacity
- Arrangement and operations

December 21, 2021

Existing Facilities Security Screening Checkpoint



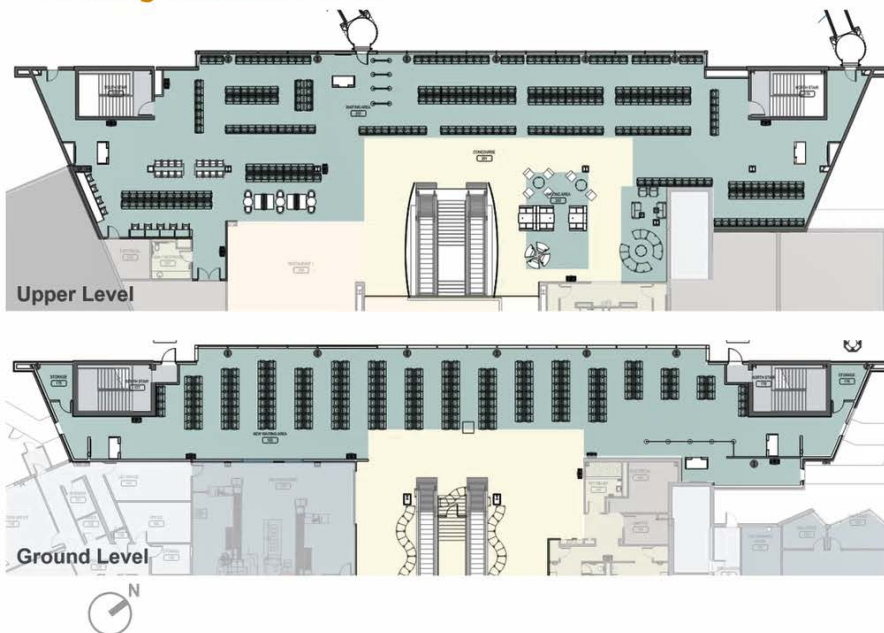
Security Screening Checkpoint

- Insufficient queuing space during peak periods
- Capacity/passenger throughput
- Possibility to add lanes in future?
- Pax recomposure?
- Automated Security Lanes (ASLs) or Checkpoint Property Screening Systems (CPSS) – accommodate in future

TSA Support Space

- Accommodate future remote resolution room (CPSS/ASLs)?

Existing Facilities Gatehold



Gatehold

- Capacity relative to anticipated upgauged aircraft
- Seating count and type mix
- Common Use at gates?

December 21, 2021

Existing Facilities Site Layout and Access



Aircraft Parking

Cargo Pick-up/Drop-Off Lot

Employee Parking Lot

Primary Power Feed
possibly need to relocate

**Future Expansion on top of
Ground Floor Expansions**
need to maintain possibility

Curbside
assumed need to expand as
building extents require

Eric mentions that the timeline for this study is forecasted to wrap up the end of February 2022.

Idaho Falls Airport Association (IFAA)/Red Baron Update

Steve Laflin presents the board with looking at the Idaho Falls Historic District and specifically the Red Baron located on Foote Drive that is on the National Historic Register. Steve would like to focus on renovating the Red Baron and making it an attraction here in Idaho Falls.

Steve mentioned turning it into a museum/meeting/hangar space. IFAA brought out Idaho Heritage Trust and applied for a grant to have the roof replaced and was awarded a \$15,000 grant. It is a 50/50 matching funds paid retroactive grant. IFAA needs to come up with a roof bid of \$30,000 and show that the city has paid \$15,000 to get the grant. The application needs to be signed by the end of January and has 3 years to complete. The IFAA would like to have new tin or do some improvements to the Red Baron roof with the grant money.

Discussion:

A new fuel tank will be installed due to the increased flights from the Commercial Aviation, General Aviation, and the Jackson Airport, which is closing for 3 months, that will impact the airport.

The Tailwind restaurant is fully open upstairs as of December 20, 2021.

The meeting adjourned at 9:30 a.m.

Brook Edwards

Brook Edwards – Airport Administration

Rebecca Casper, MAYOR

Memorandum

File #: 21-438

City Council Meeting

FROM: Michael Kirkham, Assistant City Attorney
DATE: Wednesday, March 2, 2022
DEPARTMENT: City Attorney

Subject

Resolution adopting the Idaho Falls Police Department Personnel Manual (January 2022 edition)

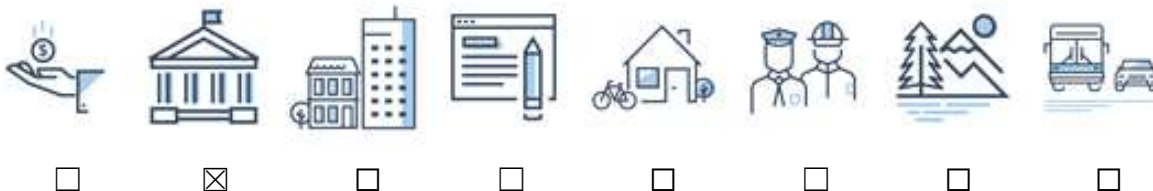
Council Action Desired

☐ Ordinance
 ☒ Resolution
 ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc)
[Click or tap here to enter text.](#)

Description, Background Information & Purpose

On February 10, 2022, the Council adopted Resolution No. 2022-02 which adopted the Police Department Personnel Manual (January 2022 edition). However the copy the Idaho Falls Police Department Personnel Manual (January 2022 edition) contained certain scrivener's errors that were not intended to be adopted as part of the manual update. This proposed resolution has a copy of the Police Department Personnel Manual (January 2022 edition) without the scrivener's errors.

Alignment with City & Department Planning Objectives



Correcting the scrivener's error promotes good governance.

Interdepartmental Coordination

These corrections to the manual were coordinated with Police Department and the City Attorney Department.

Fiscal Impact

No fiscal impacts.

Legal Review

The resolution was prepared and reviewed by the City Attorney Department.

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING THE IDAHO FALLS POLICE DEPARTMENT PERSONNEL MANUAL (JANUARY 2022); AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City of Idaho Falls, Idaho, has adopted a Personnel Policy Manual that guides the relationship between the City and its employees; and

WHEREAS, as a result of collaborative input from Police Department employees, the Council desires to adopt a revised Police Department Personnel Manual applicable to City employees within the Police Department; and

WHEREAS, Police Department Personnel Manual change includes clarification on hours of service and overtime policies; and

WHEREAS, the Police Department Personnel Manual (January 2022); attached to Resolution No. 2022-02 and adopted by Council on February 10, 2022, contained scrivener's errors that the Council did not intend to adopt as part of the Police Department Personnel Manual (January 2022); and

WHEREAS, the scrivener's errors in the Police Personnel Manual (January 2022) have been corrected; and

WHEREAS, the Council desires that adoption of this Police Personnel Manual (January 2022) establishes and preserves the relationship between Police Department employees and the City, as indicated in the Police Department Personnel Manual and the City Personnel Manual.

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

1. The City Council hereby adopts the Idaho Falls Police Department Manual (January 2022) as it appears in Exhibit "A", attached hereto.



PERSONNEL MANUAL

JULY 2021

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I. Purpose

In recognition of the unique role played by the Idaho Falls Police Department (IFPD) in service to the community, this Policy is intended to increase general efficiency, to promote harmonious and collaborative relations within the Department, and to protect the rights, well-being, safety, and security of Department employees.

This Police Personnel Policy is the result of collaboration among City employees and is intended to promote the highest ideals and values of the Department. This Policy is not and shall not be considered or interpreted as a collective bargaining agreement between the City and any employee or group of employees, whether formally or informally organized. The Council has reviewed and approved this Policy.

II. Application and Interpretation of this Policy

A. The provisions of this Police Personnel Policy shall apply to all Idaho Falls Police Department employees except where it is specifically indicated that the provision applies only to certain Department employees. Additionally, the City Personnel Policy manual shall continue to apply to all Police Department employees, except where a provision of this Police Personnel Policy is more specific, in which case a Police Department employee shall be subject to this Police Personnel Policy. The City Director of Human Resources is authorized by the Council to interpret which Personnel Policy shall be applied to a Police Department employee if an uncertainty or dispute arises about the application of this Police Personnel Policy.

B. Calculating Time.

“Day” as used in this Policy, shall mean one (1) twenty-four (24) hour calendar day beginning at midnight and ending twenty-four (24) hours later, whether or not the City is open for business. When time is calculated for a deadline, counting begins on the day following the date a document is required to be submitted or an event is due to occur. Where a due date falls on a day that the City is officially closed for business (e.g., a weekend or official or declared Holiday), the due date is on the first date that the City is open for business following the due date.

III. Recommendations for Change

Employees may present their individual suggestions for changes to their Department or for the City as a whole at any time. It is recommended, but not required, that such suggestions be made in the following order: to the Chief of Police; the Human Resource Department; the Mayor; Council member(s).

This recommended informal process for employees to express suggestions is not intended to replace, alter, or circumvent the procedures associated with the Grievance Procedure outlined in Section X of this Manual.

Changes recommended and brought forward by the Mayor or a Council member may be made to this Police Personnel Policy by Resolution adopted by the Council. Prior to adoption of such a Resolution, Department employees will be given not less than thirty (30) days to offer comment in any lawful manner to elected officials regarding proposed changes.

For the purposes of presentation of identified problems and/or suggestions for system improvements, employees elected to an office within an employee association or selected by an employees' association for the purpose of presentation of new recommendations, upon notification to the Chief of Police, shall be granted time off to perform such duties. The parameters for the granting of this time off are found in Section XXXV "Association Business" in the City of Idaho Falls Personnel Manual.

IV. Management Decisions and Expectations

"Management", as used in this Policy includes the Chief of Police, Captains, the Communications Manager, the Animal Control Director, and Lieutenants. The Police Department management staff possesses and retains the sole authority to operate and lead the Department. This authority includes, but is not limited to, the following examples:

1. Determining the mission of IFPD
2. Setting standards of Department service to be offered the public
3. Exercising control and discretion over its organization and operation
4. Disciplining or discharging non-probationary Police Officers for cause
5. Directing the work force
6. Hiring, assigning, or transferring employees
7. Determining the methods, means, and number of employees needed to carry out

Department objectives

8. Introducing new or improved methods, police policies, or equipment
9. Changing existing police policies, methods, or equipment
10. Relieving employees because of lack of work
11. Taking whatever actions necessary to carry out the objective of the Department in situations of emergency
12. Establishing positions of employment and classifications for positions
13. Establishing performance standards and/or revising performance standards to determine acceptable performance levels of employees

V. Employee Investigations

1. Employees may be accompanied and assisted by a representative of their choice at all times when subject to investigation of alleged acts of misconduct. No representative shall be a person who is the subject of the same investigation. Employees shall be granted a reasonable amount of time to obtain such representation prior to any internal investigation or pre-disciplinary hearing.

Employees' access to representation does not apply to performance based, informal, routine, or unplanned discussions between employees and their supervisors.

2. Procedures set out in this Policy will be followed by the Department during investigative interviews. Such procedures do not apply to routine, initial inquiries, coaching, counseling, instruction, or direction given to employees by their supervisors.

Prior to an internal investigative interview, employees will be advised of the following:

- a. The nature of the matter being investigated
- b. The specific allegation(s) of misconduct, if any, against the employee being interviewed
- c. The date, time, and location of the matter that gave rise to the allegation(s),
- d. All rights and obligations pertaining to the *Garrity* rule
- e. The employee's access to representation, as provided in Section 2. A above

The interview will specifically and narrowly focus on the job related conduct of the employee.

3. The Investigator. Persons conducting the interview will not use offensive language or threaten disciplinary action. An employee who refuses to respond to questions or submit to interviews will be informed that failure to answer questions narrowly and directly related to job-related conduct may result in disciplinary action.

Persons conducting the interview shall not be a person with significant personal, first-hand knowledge of the facts giving rise to the investigation.

Except for the Chief of Police, persons making the final disposition in an investigation may not be the person who made the initial allegations(s), either directly or indirectly.

4. Dispositions and Time limits. Employees shall be notified in writing of the final disposition of an investigation, including a disposition of each allegation, and the disciplinary action to be administered, if applicable, within ninety (90) days following the date the Department received the allegations that form the basis of the investigation. An extension may be granted by the Chief. The employee shall be notified in writing of any such extension, the reason for the extension, and the anticipated investigation conclusion date.

In the event an employee is notified that a final disposition of an investigation includes a finding of misconduct which may result in time off without pay, demotion, or termination, a pre-disposition hearing will be held no sooner than fourteen (14) days and no later than thirty (30) days following hand delivery to the employee of notice of the pre-disposition hearing date, time, and location unless another date for the pre-disposition hearing is otherwise mutually agreed by the employee and the Department.

5. Access and entries into Employee Personnel Files. Employees shall, upon reasonable notice, be provided access to their own individual Internal Affairs files (only after such investigation is completed) or Personnel files.

A document adverse to an employee's employment may not be entered in their Personnel file (which is a file different from and does not include any Internal Affairs files) without the employee having first read and signed the document.

The adverse entry may be made, after the employee reads the document, even if the employee refuses to sign it. The employee's refusal to sign shall be noted on the

adverse document. The employee will have fourteen (14) days from the date the employee reads and is asked to sign the adverse document within which to file a written response or comment to any adverse document entered in their personnel file. The employee's written response, if any, shall be attached to and accompany the adverse document but the adverse document shall remain in the Personnel file.

VI. Hours of Service and Overtime

The Fair Labor Standards Act (FLSA) and its regulations outline the Department's legal obligations to pay minimum wages and overtime. Nothing in this Section VI alters the calculation of employee step and grade classification, wage rate, or overtime rate.

Compensation for the employee in this Section VI, where applicable, is in addition to the regular step and grade hourly rate of pay that includes any additional hourly compensation due to longevity, language facility, and the like (referred to in this Section VI. as the employee's "hourly base rate").

1. FLSA Work Periods. Department employee overtime shall be calculated with the following FLSA work periods:
 - a. Sworn Police officers assigned to the Patrol Bureau shall have their overtime calculated on an FLSA Section 7(k) twenty-eight (28) day work period and overtime shall begin to accrue after one hundred sixty (160) hours.
 - b. Sworn Police officers assigned to any assignment outside of the Patrol Bureau shall have their overtime calculated on an FLSA Section 7(k) fourteen (14) day period and overtime shall begin to accrue after eighty (80) hours.
 - c. Department employees who are not sworn police officers shall have their overtime calculated on an FLSA seven (7) day work period and overtime shall begin to accrue after forty (40) hours.
2. Changes in regular work days off. If the Department fails to give an employee at least fourteen (14) calendar days' prior notice of a change to the employee's regular days off, the Department will pay the employee for all time worked at a rate of one and one-half times the employee's hourly base rate. The fourteen (14) calendar days' notice required by this subsection shall not apply to a Sworn Police Officer who has not graduated from the field training program or to a Dispatch employee who had not graduated from the

communication training program.

3. Changes in Scheduled Hours. If IFPD fails to give employees at least fourteen (14) calendar days' prior notice of a change to the employee's scheduled hours, the Department will pay the employee for all time worked outside the regularly scheduled hours at the rate of one and one-half times the employee's hourly base rate. This Subsection VI.3 applies to **Sworn Police Officers, Dispatch employees, and Animal Control Enforcement Officers** only. The fourteen (14) calendar days' notice required by this subsection shall not apply to a Sworn Police Officer who has not graduated from the field training program or to a Dispatch employee who had not graduated from the communication training program.
4. Unscheduled House (Shift Extensions). All approved unscheduled hours worked by employees, such as shift extensions, shall be paid at the rate of one and one-half times the employee's hourly base rate. This Subsection VI.4 applies to **Sworn Police Officers** and **Dispatch employees** only.
5. Grant and Billable Details. An employee who works an extra shift, outside of their regularly scheduled hours pursuant to a grant or billable work detail (such as airport operations, DUI saturation grants, seatbelt enforcement grants, school resource functions, etc.), shall be paid actual hours worked at a rate of one and one-half times the employee's hourly base rate. This Subsection VI.5 applies to **Sworn Police Officers** and **Dispatch employees** only.
6. Compensation for Court/Administrative Proceedings. Employees shall receive compensation for a court or administrative proceeding appearance as a witness subpoenaed by the City, the State of Idaho, the United States or a party to a legal proceeding when the appearance is related to the employee's official duties as follows.

Court or administrative proceeding appearances made while on-duty shall constitute normal hours of work and will be compensated accordingly.

Employees who are required to attend court or other administrative proceedings in person while off-duty will be paid a minimum of four (4) hours at the rate of one and one-half times the employee's hourly base rate. If the off-duty required personal attendance is for more than four (4) hours, then the employee shall be paid with

actual time worked at the rate of one and one-half times the employee's hourly base rate. If the off-duty attendance may be accomplished by telephone or teleconference, the employee will be paid a minimum of two (2) hour at the rate of one and one-half times the employee's hourly base rate.

If the court or other administrative proceeding starts immediately at the end of the employee's regular scheduled work shift or starts before the employee's shift ends and extends past when the employee's shift is scheduled to end, the employee will be paid for the actual time worked past the end of their shift at the rate of one and one-half the employee's hourly base rate.

If the prosecutor or subpoenaing authority does not cancel the employee's appearance request forty-eight (48) hours before the court or administrative hearing is scheduled, the employee will be paid as described in this Section VI. 6, as long as they were physically able to attend the court or administrative hearing on time. It is the employee's responsibility to call the prosecutor or subpoenaing authority not less than forty-eight (48) hours prior to the scheduled court or administrative proceeding to see whether their appearance is still required.

7. Standby. Standby is when an employee's off duty activities are restricted in such a way that they are available for an immediate return to work. Employees who are placed on standby shall be compensated with two (2) hours at the employee's hourly base rate for each twenty-four (24) hour "day" they are on standby status. This Subsection VI.7. applies to **Detectives** only.
8. Callout. Employees who have been released from their scheduled work shift and have been directed to perform work by an appropriate Bureau head or designated representative without at least twenty-four (24) hours advance notice or scheduling shall receive a minimum of two (2) hours compensation at one and one half times the employee's hourly base rate.

Off-duty employees who are directed to perform work at the employee's current physical location shall receive a minimum of one (1) hour compensation at one and one half times their wage rate.

9. Compensatory Time. Employees may request compensatory time off in lieu of pay for overtime, and such compensatory time may be allowed, subject to approval of the Bureau Commander.

Employees shall not accrue more than one hundred twenty (120) hours of compensatory time. Employees who have accrued one hundred twenty (120) hours of compensatory time off, shall, for additional overtime hours worked, be compensated with pay at one and one half time their regular rate of pay.

Utilization of compensatory time. Employees may use their compensatory time when staffing is sufficient to take time off. When there is not sufficient staffing to take time off, compensatory time can only be used if there is someone willing to cover the time for the employee. The Department will attempt to find someone willing to cover the time and will not order someone else to work so that an employee can take compensatory time off.

Employees may cash in up to eighty (80) hours of their accrued compensatory time at the end of each year by notifying the Office of the Chief between April 1 and April 30 and shall be converted in October of the same year.

10. Out of Classification work. When an employee is assigned to work temporarily for forty (40) hours or more at a position in a higher pay classification, the employee shall be compensated as if they had been moved to that higher pay classification but only during the duration of the temporary assignment. The employee will have no expectation that the temporary out of classification assignment is a promotion or is permanent.

VII. Vacation and Holidays

1. Definitions applicable to this Section VII:

Holiday: Any of the eleven (11) official City-observed holidays scheduled each year where the City is closed for normal business operations. The Holidays of the Fourth of July, Christmas, and New Year will occur on the actual day of the holiday for **Police Officers, Dispatchers, and Animal Control Officers**, regardless of the date of official City observance of those Holidays.

Holiday Substitute Compensation (HSC): Compensation for work performed on all or

part of a Holiday, pursuant to this Policy, which is taken by the employee in time off rather than in pay. HSC may be earned and taken by an employee on an hour-by-hour basis up to the full value of that employee's Holiday pay, regardless of whether the employee is scheduled to work a shift of 8, 10, or 12 hours that falls partly or wholly on a Holiday. HSC can be used only when shift staffing levels are above minimum, as solely determined by Management. No employee may carry a balance of more than one-hundred twenty (120) hours of HSC at any time.

Investigations and Special Operations Bureau: A Department Bureau comprised of Major Crimes detectives, Special Investigations Unit detectives, Crime Scene and Lab technician, School Resource officers, DARE officers, Airport officers, SWAT Team selections, Bomb Squad selections, and Crowd Control Team selections.

Seniority: Cumulative time of service in the Police Department, based upon date of hire.

Time on Team Seniority: The cumulative, consecutive time of service in a given Department, Bureau, or subdivision based on the date of assignment to such Department, Bureau, or subdivision.

Sworn Personnel: A sworn police officer

Non-Sworn personnel: An employee of the Police Department who is not a sworn police officer

2. Vacation Time. Vacation time is an important benefit for Police Department employees. Vacation time can help reduce stress and improve employee performance. Employees will accrue vacation at different rates based on years of service and as calculated using the method set out in the City Personnel Manual.
3. Shift Bidding.
 - a. Patrol Bureau sworn personnel assigned to Patrol Bureau will have the opportunity to bid for use of accrued vacation time annually when the Patrol Bureau shift bid is being conducted. The shift bid is done by Department Seniority. Each officer will have the opportunity during the shift bidding process to use up to, but no more than their yearly accrual of vacation time. At the conclusion of the shift bidding process and throughout that same calendar year, any vacation time that has carried over from previous years may be used

on a first come, first served basis, and only when mandatory minimum staffing requirements are met for those effected shifts.

Lieutenants and Sergeants assigned to the Patrol Bureau will bid for vacation time by Department seniority according to the date of promotion with respect to their rank. This Subsection VII.3.a applies to the **Patrol Bureau Sworn Police Officers** only.

b. Investigations and Special Operations Bureau sworn police officer personnel assigned to the Investigations Bureau will have the opportunity to bid for vacation time annually based on their Time on Team Seniority. Officers assigned to the Investigations Bureau may bid up to, but no more than their yearly accrual of vacation time during this process. At the conclusion of the vacation bid process any vacation time that has carried over from previous years may be used on a first come first served basis according to minimum staffing requirements within the Investigations Bureau.

Lieutenants and Sergeants assigned to the Investigation and Special Operations Bureau will bid for vacation time by Department Seniority according to the date of promotion with respect to their rank. This Subsection VII.3.b applies to the **Investigation employees and Special Operations Bureau Sworn Police Officers** only.

4. Compensation related to a Holiday.

A. Holiday compensation is due to every employee, whether that employee works on the Holiday or is scheduled to be off on the Holiday, at that employee's customary rate of pay for the Holiday (i.e., as extra day time off duty pay).

B. Holiday compensation shall be applied in any one (1) of the following ways for each Holiday, as applicable:

1. If a Holiday falls on an employee's regular work day and the employee takes the Holiday off, the employee shall receive no additional compensation for that Holiday.
2. If a Holiday falls on an employee's regular, scheduled day off, and the employee does not work on that scheduled day off, the employee will earn only Holiday Substitute Compensation (HSC) and will not earn pay for the

Holiday.

3. If a Holiday falls on an employee's regular, scheduled work day and the employee is required to work the Holiday, the employee has the option of HSC and/or pay for the Holiday time worked, in hourly increments and in any combination of HSC or pay chosen by the employee. Such compensation is in addition to the employee's hourly base rate.

VIII. Promotions

Promotions in the Department shall be upon job performance and competitive examinations. All candidates for a promotion must meet the job requirements for the position during the testing cycle. Candidates will not be eligible for promotion until the minimum time requirements for the position have been met. Written examination(s) may be given as often as needed, as determined by the Chief, in order to establish a viable eligibility list. A minimum written test score appropriate for each examination will be determined and announced at least fourteen (14) days prior to the examination date. Notice of openings for promotions shall be posted on the Department of Human Resources web page at least fourteen (14) days prior to the date upon which the written examination for the position shall be conducted. This Subsection VIII applies to **Sworn Police Officers** only.

Tests and consideration for promotional placement may include a written examination, assessment center, and staff evaluations. The methods used and weight to be given grades in each area utilized will be determined by the Chief and announced at least fourteen (14) days prior to the date upon which the examination is to be given.

Where two (2) or more applicants for promotion receive identical grades, their ranking on the eligible list shall be determined by preference given to employment seniority.

The total number of persons allowed to participate in the Department assessment process shall be determined in advance by the Chief. If there are more applicants than the number of positions available for testing in the assessment process, the candidates receiving the highest written exam scores shall be selected for participation in the assessment.

The finished candidate for promotion ranking will form an eligibility list for promotion to the position and will apply to all current openings existing at the time the list is established. The Chief will select, at the Chief's discretion, from the top three (3) candidates on the promotional eligibility list for a period of one (1) year following the initial promotions. Any promotion(s) made following the initial promotions for openings existing at the time the list is established will be subject to and dependent upon an interview and re-evaluation by the Chief of Police based upon the candidate's then-current performance and any pending internal investigations. At the Chief's sole discretion, the promotional eligibility list may be utilized for promotions for up to one (1) additional year following the expiration of the initial one (1) year period the promotion eligibility was established.

IX. Seniority

Seniority shall be applied as described in Section VII for shift bidding and vacation bidding, and as described in Section VIII for breaking ties in promotions. Seniority shall not be used for any other purpose in this Police Personnel Policy.

X. Grievance Procedure

Purpose.

The purpose of this grievance procedure is to maintain a productive, cooperative, efficient and experienced work force, thereby enhancing the public welfare; to not unjustifiably terminate or treat employees inappropriately; to afford the City administrative staff and employees opportunity to resolve errors, disputes, without the need for judicial intervention. This grievance procedure is the exclusive procedure to be applied to Department non-probationary sworn officers. All other Department employees shall utilize grievance procedures set out in Section XXIX of the City Personnel Policy Manual.

Grievance Defined.

"Grievance" is any complaint by a regular employee who is subject to this Grievance Procedure and related to the following:

1. A disciplinary action applied to an employee,
2. Action taken by an employee which results in unfair or discriminatory treatment,

inequity, or arbitrary or capricious action relative to another employee, based on a legally protected status,

3. Any interpretation or dispute regarding the terms and conditions of this Policy, or
4. Retaliation or recrimination as result of any action by a superior that violates public policy or law.

No Retaliation.

An employee who files a grievance shall be free from restraint, interference, discrimination, or reprisal by the City, its officers or employees, for having filed a grievance.

Privacy.

All documents, records and information generated, compiled or kept in conjunction with a grievance shall be exempt from disclosure to the public to the extent allowed by the Idaho Code (especially Title 74, Chapter 1 commonly known as the "Idaho Public Records Act"). An employee who files a grievance may obtain copies of records related to a grievance pursuant to the Idaho Public Records Act.

Commencing a Grievance.

Every employee is encouraged not to file a grievance until after he or she has made a reasonable effort to resolve the subject matter of the grievance with his or her immediate supervisor or other person against whom the grievance could be filed. Examples of reasonable effort include: meeting informally with the person(s) affected to discuss the matter; engaging a supervisor to assist in resolving a matter; suggesting a compromise or resolution; self-assessment; reviewing a policy with a peer or supervisor to clarify expectations.

A grievance shall be commenced by filing the grievance with the Chief of Police. Such grievance shall be in writing and shall contain the following:

1. The name and job classification of the grievant;
2. The date of the alleged action(s) or omission(s) which form the basis of the grievance;
3. A statement of the facts, materials, and arguments supporting the grievance;
4. A list of all articles, sections, or rules of the Department, City policy, or law which are alleged to have been violated; and

5. The remedy or resolution sought.

Failure of the City to comply with the time limits specified in this grievance process shall automatically and immediately advance the grievance to the next Step in the grievance process. Failure of a grievant to comply with the time limits specified in this grievance policy automatically and immediately results in the denial of the grievance.

The time limits herein stated may be extended only by prior written mutual agreement of the parties.

Grievance Process:

Step 1. Chief's review. The grievance process shall be initiated by submitting the written grievance to the Chief of Police within fourteen (14) days following the disputed grieved action or inaction or the date that the employee knew or should have known of the action or inaction, whichever is earlier. This requirement is meant to encourage prompt reporting and resolution of the matter grieved.

Within fourteen (14) days following the Chief's receipt of the written grievance, the Chief shall meet with the grievant (and his or her representative, if requested) to discuss the grievance. The Chief shall provide a written response to the grievant within fourteen (14) days following such meeting.

Step 2. Mayor's review. If the grievant does not agree with the Chief's response in Step 1, the grievance may be submitted by the grievant to the Mayor within fourteen (14) days following the Chief's response.

Within fourteen (14) days following receipt of the grievance and materials from Step 1, the Mayor shall provide a written response to the grievant.

Step 3. Independent Review. If the grievant does not agree with the Mayor's response in Step 2, the grievance may be submitted for independent third-party review in the following manner:

Within twenty one (21) days following the grievant's receipt of the Mayor's response in Step 2, the grievant shall deliver a written request for independent review to the City Human Resources (HR) Director. The grievant and the HR Director shall meet to select an independent reviewer from a list of qualified reviewers within fourteen (14) days following

the receipt of the demand from the grievant for such review.

The HR Director shall maintain a list of not less than five (5) qualified independent reviewers. If the parties are unable to agree upon an independent reviewer, the HR Director and grievant shall alternately strike a name from the list (the first to strike a name shall be determined by coin flip) until the name of only one (1) individual from the list remains. The remaining person shall be the independent reviewer for the grievance.

The independent reviewer shall be selected and engaged within fourteen (14) days following a meeting between the grievant and HR Director to select a reviewer. The review will commence within fourteen (14) days following the reviewer's receipt of grievance material provided by the HR Director. The failure of the reviewer to commence and to complete review within the time periods established shall result in selection of a new reviewer, who will proceed with the process outlined in this Step 3 until a review is completed.

The scope of review by the independent reviewer in Step 3 shall be limited to whether the action taken against the grievant was or resulted in something unfair, discriminatory, inequitable, arbitrary, or capricious, based upon 1. a legally protected status, or 2. whether any Department or City policy was vague, subject to misinterpretation, or erroneously or wrongly applied to the grievant. The reviewer shall have no authority to rule contrary to, expand upon, or eliminate any terms or conditions of a Department policy or City Personnel policy.

The grievant and the City may submit materials and/or testimony in support of their relative positions, the weight, materiality, and persuasiveness of which shall be determined solely by the reviewer. The reviewer may request additional information or clarification of any party or person and may independently research the matter; however, the reviewer shall have no authority to compel production of any information nor have the authority to compel the presence or testimony of any person. The reviewer shall not attribute any adverse motive or inference to materials not proffered by the grievant or the City.

The reviewer shall be requested to provide the parties with a written statement of relevant criteria and standards and a decision justifying the reviewer's decision regarding the grievance within thirty (30) days of commencement of the review.

An informal group comprised of the Chief of Police, a representative from the HR Department and a representative from the City Attorney's office will meet to confer about the reviewer's decision within fourteen (14) days following the City's receipt of the decision (to consider it and to take action, if any, deemed appropriate).

XI. Boot and Uniform Cleaning Allowance

All Department employees who are required by the Chief to maintain and be in an official Department uniform as part of their employment shall receive four hundred fifty dollars (\$450) annually to be paid on the first pay period of July, if employed on such date. This Subsection XI applies to **Sworn Police Officers, Animal Control, and Code Enforcement employees** only.

XII. Career Path

The Department will develop and promote a Career Path Program whose purpose is to develop highly motivated, educated and skilled **non-probationary Police Officers, Sergeants, Lieutenants, Captains, Dispatchers, Dispatch Supervisors, and Dispatch Managers**. This Program is intended to encourage and reward these employees for improving and expanding their law enforcement skills. The Career Path Program will be designed to be available to participants who have received an overall acceptable or better on their two (2) most recent performance evaluations. The Career Path Program will be proposed to consist of four (4) categories of achievement: education, leadership academy, physical fitness, and skills. This Subsection XII applies to **Sworn Police Officers and Dispatchers** only.

XIII. Police Employee Association Business:

Regular 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 the Chief, 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.

Memorandum

File #: 21-442

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, March 8, 2022
DEPARTMENT: Municipal Services

Subject

Bid IF-22-12, Steel Traffic Light Poles for Public Works

Council Action Desired

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

Accept and approve the bid received from the lowest responsive and responsible bidder, D&S Electrical Supply for a total of \$101,984 or take other action deemed appropriate.

Description, Background Information & Purpose

The purchase of the steel traffic light poles is requested for the 17th and Woodruff and Sunnyside and Crestwood capital intersection improvement projects.

Alignment with City & Department Planning Objectives



The purchase of the steel traffic light poles supports the growth and livable community-oriented results by purchasing inventory required for intersection improvement projects.

Interdepartmental Coordination

Public Works concur with the award recommendation.

Fiscal Impact

Funds to purchase the steel traffic light poles are within the 2021/22 Public Works traffic signal improvement fund.

Legal Review

The City Attorney concurs that the desired Council action is within State Statute.

			VENDOR #1		VENDOR #2		VENDOR #3		VENDOR #4	
VENDOR NAME			D&S ELECTRICAL SUPPLY		GENERAL PACIFIC, INC.					
CITY			IDAHO FALLS, ID		FAIRVIEW, OR					
ADDENDUM Y/N			YES		YES					
SECTION 1										
QUOTED UNIT COST			\$17,445.00		\$19,280.00					
EXTENDED COST			\$87,225.00		\$96,400.00					
DELIVERY TIME			13-15 WEEKS		16-20 WEEKS ARO					
SECTION 2										
QUOTED UNIT COST			\$14,759.00		\$16,610.00					
EXTENDED COST			\$14,759.00		\$16,610.00					
DELIVERY TIME			13-15 WEEKS		16-20 WEEKS ARO					
Total Entire Bid			\$101,984.00		\$113,010.00					

Memorandum

File #: 21-435

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, March 2, 2022
DEPARTMENT: Public Works

Subject

Bid Award - Water Line Replacements 2022

Council Action Desired

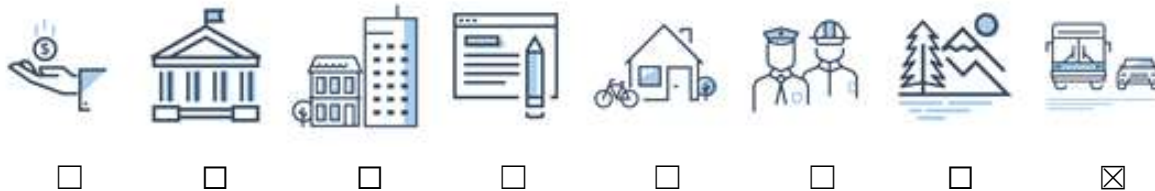
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)

Approve the plans and specifications, award to the lowest responsive, responsible bidder Knife River Corporation in an amount of \$3,245,948.00 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

On Tuesday, March 1, 2022, bids were received and opened for the Water Line Replacements 2022 project. A tabulation of bid results is attached. The purpose of the proposed bid award is to replace aging water line and construct pavement improvements in and near Saturn Avenue between Grandview Drive and Broadway.

Alignment with City & Department Planning Objectives



This project supports the community-oriented result of reliable public infrastructure by investing in the replacement of aging infrastructure.

Interdepartmental Coordination

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

Fiscal Impact

Cost allocation for this project will come from the Water Fund, Street Fund, and Wastewater Fund. Sufficient funding and budget authority exist for completion of the proposed improvements.

Legal Review

The Legal Department has reviewed the bid process and concurs that the Council action desired is within Idaho State Statute.

2-37-13-2-WTR-2021-04
2022-019

City of Idaho Falls

Engineering Department Bid Tabulation

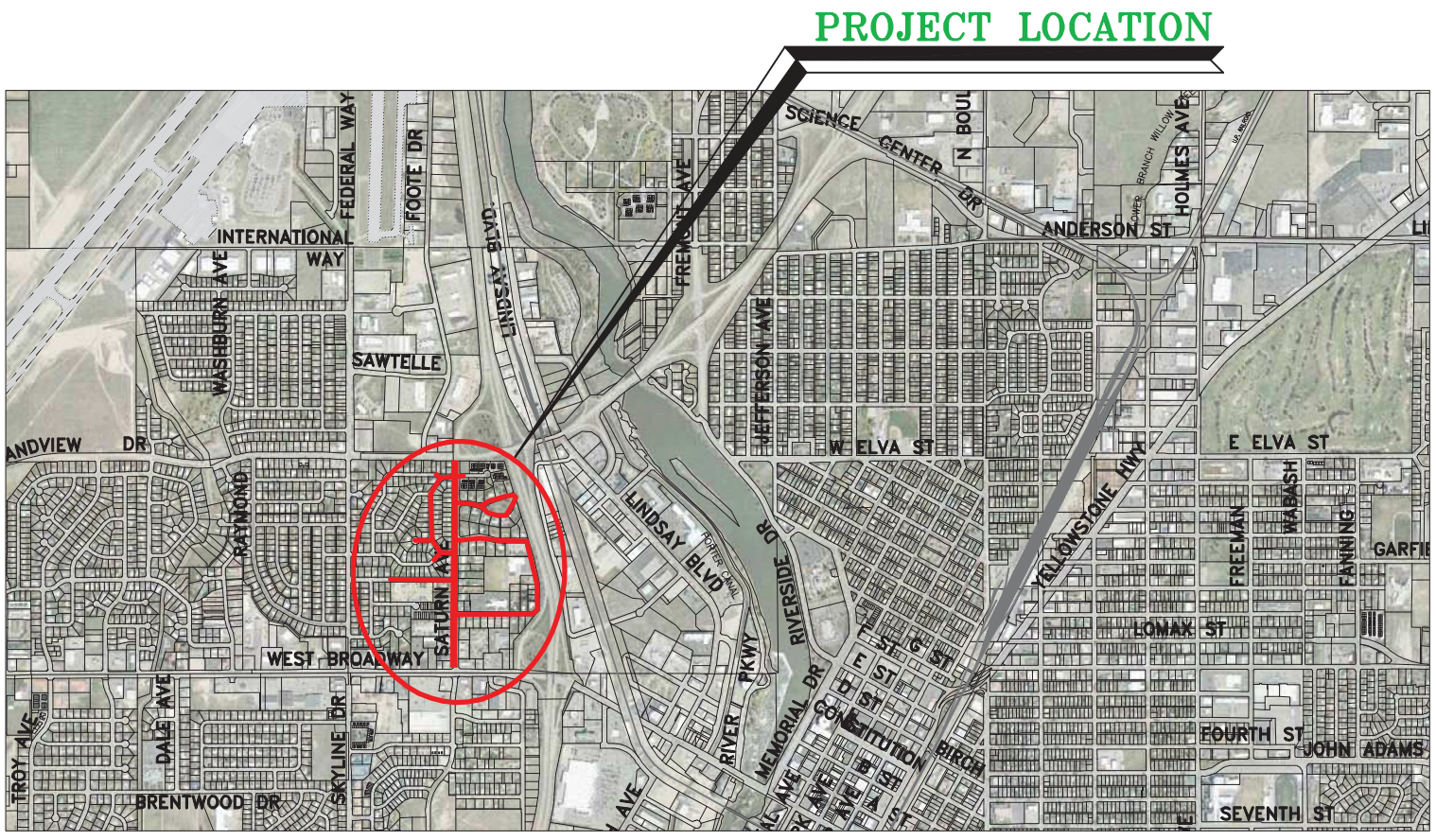
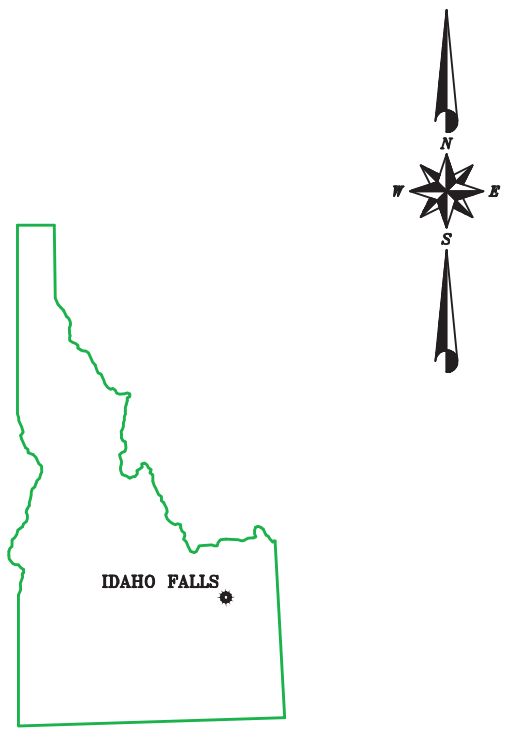
Project: Water Line Replacements 2022
Submitted: Kent J. Fugal, P.E., PTOE

Number: 2-37-13-2-WTR-2021-04
Date: March 1, 2022

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Knife River Corporation		HK Contractors, Inc.	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
		DIVISION 200 - EARTHWORK								
2.01	201.4.1.D.1	Removal of Concrete	791	SY	\$15.00	\$11,865.00	\$21.00	\$16,611.00	\$18.80	\$14,870.80
2.02	201.4.1.E.1.a	Removal of Curb & Gutter	2,936	LF	\$12.00	\$35,232.00	\$6.00	\$17,616.00	\$3.95	\$11,597.20
2.03	201.4.1.F.1.a	Removal of Fire Hydrant	10	EA	\$1,500.00	\$15,000.00	\$545.00	\$5,450.00	\$729.90	\$7,299.00
2.04	201.4.1.F.1.b	Removal of Inlet Box	1	EA	\$1,000.00	\$1,000.00	\$375.00	\$375.00	\$869.50	\$869.50
2.05	202.4.1.A.1	Excavation	14,507	CY	\$12.00	\$174,084.00	\$15.00	\$217,605.00	\$32.50	\$471,477.50
		DIVISION 300 - TRENCHING								
3.01	302.4.1.B.1	Rock Excavation	528	LF	\$130.00	\$68,640.00	\$130.00	\$68,640.00	\$244.90	\$129,307.20
3.02	307.4.1.A.1	Miscellaneous Surface Restoration (Landscaping)	791	LF	\$30.00	\$23,730.00	\$37.00	\$29,267.00	\$51.15	\$40,459.65
3.03	307.4.1.F.1	Main Line Type "P" Surface Restoration (Asphalt Roadway)	759	LF	\$50.00	\$37,950.00	\$54.00	\$40,986.00	\$43.30	\$32,864.70
		DIVISION 400 - WATER								
4.01	401.4.1.A.1.a	Water Main Pipe – Size 4"	157	LF	\$60.00	\$9,420.00	\$44.00	\$6,908.00	\$106.90	\$16,783.30
4.02	401.4.1.A.1.b	Water Main Pipe – Size 8"	6,772	LF	\$40.00	\$270,880.00	\$30.00	\$203,160.00	\$53.60	\$362,979.20
4.03	401.4.1.A.1.c	Water Main Pipe – Size 12"	2,542	LF	\$45.00	\$114,390.00	\$30.00	\$76,260.00	\$56.50	\$143,623.00
4.04	401.4.1.C.1	Temporary Water Service	1	LS	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$111,795.00	\$111,795.00
4.05	402.4.1.A.1.a	Valve – Size 4" - Type Gate	2	EA	\$1,000.00	\$2,000.00	\$750.00	\$1,500.00	\$569.50	\$1,139.00
4.06	402.4.1.A.1.b	Valve – Size 8" - Type Gate	36	EA	\$1,250.00	\$45,000.00	\$750.00	\$27,000.00	\$569.50	\$20,502.00
4.07	402.4.1.A.1.c	Valve – Size 12" - Type Butterfly	14	EA	\$1,500.00	\$21,000.00	\$1,015.00	\$14,210.00	\$709.30	\$9,930.20
4.08	403.4.1.A.1	Hydrant	19	EA	\$3,500.00	\$66,500.00	\$2,500.00	\$47,500.00	\$2,122.00	\$40,318.00
4.09	404.4.1.A.1.a	Water Service Connection, Size 1"	23	EA	\$2,500.00	\$57,500.00	\$5,500.00	\$126,500.00	\$3,054.00	\$70,242.00
4.1	404.4.1.B.1.a	Replace Water Service, Size 1"	75	EA	\$3,000.00	\$225,000.00	\$2,825.00	\$211,875.00	\$1,581.00	\$118,575.00
4.11	404.4.1.B.1.b	Replace Water Service, Size 1.5"	10	EA	\$3,200.00	\$32,000.00	\$2,825.00	\$28,250.00	\$1,560.00	\$15,600.00
4.12	404.4.1.B.1.c	Replace Water Service, Size 2"	1	EA	\$3,400.00	\$3,400.00	\$3,350.00	\$3,350.00	\$2,779.00	\$2,779.00
		DIVISION 600 - CULVERTS & STORM DRAINS								
6.01	601.4.1.A.5.a	12" Storm Drain Pipe, PVC	140	LF	\$80.00	\$11,200.00	\$73.00	\$10,220.00	\$58.15	\$8,141.00
6.02	601.4.1.A.5.b	24" Storm Drain Pipe, PVC	61	LF	\$90.00	\$5,490.00	\$116.00	\$7,076.00	\$123.90	\$7,557.90
6.03	602.4.1.A.1	Storm Drain Manhole – Type Infiltration Manhole	1	EA	\$5,000.00	\$5,000.00	\$9,435.00	\$9,435.00	\$21,790.00	\$21,790.00
6.04	602.4.1.F.1.a	Catch Basin – Type IV (2'X3')	1	EA	\$4,000.00	\$4,000.00	\$4,700.00	\$4,700.00	\$4,784.00	\$4,784.00
6.05	602.4.1.F.1.b	Catch Basin – Type IV (30" Diam)	1	EA	\$3,500.00	\$3,500.00	\$2,850.00	\$2,850.00	\$3,679.00	\$3,679.00
		DIVISION 700 - CONCRETE								
7.01	706.4.1.A.7.a	Curb and Gutter, Type Standard	2,946	LF	\$40.00	\$117,840.00	\$58.00	\$170,868.00	\$59.85	\$176,318.10
7.02	706.4.1.B.1	Concrete Valley Gutters	336	LF	\$100.00	\$33,600.00	\$111.00	\$37,296.00	\$121.40	\$40,790.40
7.03	706.4.1.E.1.a	Concrete Sidewalks, thickness 4"	295	SY	\$110.00	\$32,450.00	\$166.00	\$48,970.00	\$109.30	\$32,243.50
7.04	706.4.1.E.1.b	Concrete Sidewalks, thickness 5"	207	SY	\$130.00	\$26,910.00	\$97.00	\$20,079.00	\$111.00	\$22,977.00
7.05	706.4.1.E.1.c	Concrete Sidewalks, thickness 7"	32	SY	\$150.00	\$4,800.00	\$110.00	\$3,520.00	\$127.60	\$4,083.20
		DIVISION 800 - AGGREGATES & ASPHALT								
8.01	801.4.1.A.1	Uncrushed Aggregate Base	6,244	CY	\$40.00	\$249,760.00	\$27.00	\$168,588.00	\$32.85	\$205,115.40
8.02	802.4.1.A.1	Crushed Aggregate for Base Type 1	5,728	CY	\$45.00	\$257,760.00	\$42.00	\$240,576.00	\$52.05	\$298,142.40
8.03	810.4.1.A.1	Plant Mix Pavement 3/4", PG 58-34	4,926	TO	\$90.00	\$443,340.00	\$85.00	\$418,710.00	\$112.60	\$554,667.60
		DIVISION 1000 - CONSTRUCTION STORMWATER BMP's								
10.01	1001.4.1.A.1	Sediment Control	1	LS	\$12,000.00	\$12,000.00	\$19,000.00	\$19,000.00	\$5,657.00	\$5,657.00
		DIVISION 2000 - MISCELLANEOUS								
20.01	2010.4.1.A.1	Mobilization	1	LS	\$350,000.00	\$350,000.00	\$450,550.00	\$450,550.00	\$763,097.16	\$763,097.16
20.02	2030.4.1.A.1	Sanitary Manhole, Adjust to Grade	26	EA	\$750.00	\$19,500.00	\$1,150.00	\$29,900.00	\$362.70	\$9,430.20
20.03	2030.4.1.B.1	Storm Water Manhole, Adjust to Grade	5	EA	\$500.00	\$2,500.00	\$1,150.00	\$5,750.00	\$447.90	\$2,239.50
20.04	2050.4.1.A.1	Subgrade Separation Geotextile, Type II	34,340	SY	\$2.80	\$96,152.00	\$1.50	\$51,510.00	\$1.70	\$58,378.00
		SPECIAL PROVISIONS								
SP-1	S250A	Water Service Boring (No Rock)	1,939	LF	\$50.00	\$96,950.00	\$78.00	\$151,242.00	\$96.95	\$187,986.05
SP-2	S250B	Water Service Boring (Rock)	1,140	LF	\$80.00	\$91,200.00	\$126.00	\$143,640.00	\$377.90	\$430,806.00
SP-3	S0480	Water Meter Manhole	1	EA	\$6,000.00	\$6,000.00	\$11,425.00	\$11,425.00	\$6,518.00	\$6,518.00
SP-4	S0490A	Reconnect Water Service Line 1"	4	EA	\$1,500.00	\$6,000.00	\$1,095.00	\$4,380.00	\$226.30	\$905.20
SP-5	S0490B	Reconnect Water Service Line 1.5"	1	EA	\$2,000.00	\$2,000.00	\$1,095.00	\$1,095.00	\$226.30	\$226.30
SP-6	S0490C	Reconnect Water Service Line 2"	3	EA	\$2,500.00	\$7,500.00	\$1,150.00	\$3,450.00	\$226.30	\$678.90
SP-7	S0605	Inlet Box (Frame & Grate Only)	9	EA	\$1,600.00	\$14,400.00	\$895.00	\$8,055.00	\$619.30	\$5,573.70
	TOTAL					\$3,194,443.00		\$3,245,948.00		\$4,474,796.76

WATER LINE REPLACEMENTS 2022

PROJECT # 2-37-13-2-WTR-2021-04



MAYOR
REBECCA L. NOAH CASPER
CITY COUNCIL


MICHELLE ZIEL-DINGMAN JIM FRANCIS
LISA BURTENSHAW JOHN B. RADFORD
THOMAS HALLY JIM FREEMAN

ENGINEERING DIVISION
PUBLIC WORKS DIRECTOR CITY ENGINEER
CHRIS H FREDERICKSEN, P.E. KENT J. FUGAL, P.E., PTOE

2022

Digitally signed by
Kent J. Fugal
Fugal:A01410C0000
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649
Date: 2022.02.04
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A circular professional engineer seal for the State of Idaho. The seal contains the text "PROFESSIONAL ENGINEER", "REGISTERED", "9247", "STATE OF IDAHO", and "KENT J. FUGAL". There is a signature over the seal.

AS BUILT:					
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY					
ENGINEERING DIVISION					
WATER LINE REPLACEMENTS 2022					
CHK BY:	CEP	DWG BY:	CW	DWN BY:	CE
FILE NO. 2-37-13-2-WTR-2021-04		DATE PLOTTED: 02/04/22		SHEET NO. 1 OF 21	
DWG NO. Main-WATERLINE Titlepage					

Memorandum

File #: 21-430

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Monday, February 28, 2022
DEPARTMENT: Municipal Services

Subject

Bid IF-22-10, Haul and Spread Liquid Wastewater Biosolids for Public Works

Council Action Desired

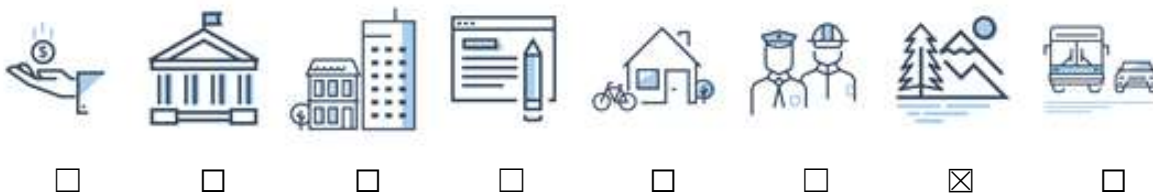
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the bid received from Iron Horse Trucking of Iona, Idaho to haul and spread liquid wastewater biosolids for a total of \$218,625.00 or take other action deemed appropriate.

Description, Background Information & Purpose

To maintain compliance with Idaho Department of Environmental Quality (IDEQ) discharge permit requirements, Public Works must have the ability to haul and spread liquid wastewater biosolids.

Alignment with City & Department Planning Objectives



The haul and spread of liquid wastewater biosolids support the environmental sustainability community-oriented result as it allows Public Works to meet discharge permit requirements and assists local farmers with an alternative source from chemical fertilizer.

Interdepartmental Coordination

Public Works concurs with the bid award recommendation.

Fiscal Impact

Funds for the haul and spread services are budgeted within the Public Works 2021/22 Treatment Plan Operation and Maintenance sludge removal budget line item.

Legal Review

The City Attorney concurs that the desired Council action is within State Statute.

CITY OF IDAHO FALLS

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

Office of Procurement Specialist II

Opening Date: February 15, 2022

TABULATION BID IF-22-10

Haul and Spread Liquid Wastewater Biosolids

BIDDER	Iron Horse Trucking Iona, ID 83427			
Price Per kgal-mi (Approximate 125,000)	1.749			
Extended Price	\$218,625.00			

Memorandum

File #: 21-431

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Monday, February 28, 2022
DEPARTMENT: Municipal Services

Subject

Bid IF-22-09, Main Line Materials for Public Works

Council Action Desired

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

Accept and approve the bid received from the lowest responsive and responsible bidder, HD Fowler for a total of \$70,805.84 or take other action deemed appropriate.

Description, Background Information & Purpose

This request is to purchase main line material inventory for the Woodruff Avenue and 17th Street Intersection project.

Alignment with City & Department Planning Objectives



The purchase of main line materials supports the reliable public infrastructure and transportation community-oriented result by providing material inventory for city projects.

Interdepartmental Coordination

Public Works concurs with the award recommendation.

Fiscal Impact

Funds to purchase the main line materials are within the 2021/22 Public Works Water division budget.

Legal Review

The City Attorney concurs that the desired Council action is within State Statute.

Vendor City Exceptions	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4
	Ferguson Waterworks	HD Fowler	Core and Main	
	Idaho Falls, ID	Idaho Falls, ID	Idaho Falls, ID	
	None	None	None	
SECTION I				
DELIVERY TIME	16-20 weeks	20 weeks	18-22 weeks	
LUMP SUM TOTAL - SECTION I	\$16,870.00	\$14,953.30	\$14,953.67	

SECTION II				
DELIVERY TIME	20-24 weeks	22 weeks	18-22 weeks	
LUMP SUM TOTAL - SECTION II	\$94,100.00	\$70,805.84	\$71,041.89	

Memorandum

File #: 21-436

City Council Meeting

FROM: Josh Roos, City Treasurer
DATE: Wednesday, March 2, 2022
DEPARTMENT: Municipal Services

Subject

Treasurer's Report for January 2022

Council Action Desired

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

Accept and approve the Treasurer's Report for the month-ending January 2022 or take other action deemed appropriate.

Description, Background Information & Purpose

A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending January 2022, total cash, and investments total \$143.6M. Total receipts received and reconciled to the general ledger were reported at \$60.4M, which includes revenues of \$58M and interdepartmental transfers of \$2.4M. Total distributions reconciled to the general ledger were reported at \$38.3M, which includes salary and benefits of \$5.6M, operating costs of \$30.3M and interdepartmental transfers of \$2.4M. As reported in the attached investment report, the total investments reconciled to the general fund were reported at \$135M.

Alignment with City & Department Planning Objectives



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

Interdepartmental Coordination

Not applicable.

Fiscal Impact

Not applicable.

Legal Review

Not applicable.

January 2022 Total Fund Cash & Investment

Property Taxes of \$22.8M received and distributed:

- General Fund - \$17,954,200
- Streets - \$2,378,598
- Recreation - \$446,219
- Library - \$1,346,237
- Municipal Capital Imp - \$443,280
- Fire Capital Improvement - \$248,471

General Fund

- \$5,285,358 is designated for ARPA funding
- \$1,050,000 for snow removal transferred to Fund 10 Street
- \$2,569,792 is designated for MERF Funds
- \$1,692,720 is designated cash

Golf - \$2,012,431 year-end golf loan adjustment

Fiber Fund - \$3,000,000 department requested transfer from Power to Fiber

FUND	BEGINNING CASH & INVESTMENTS	Interest Earned	TOTAL RECEIPTS	TOTAL DISBURSEMENTS	ENDING BALANCE CASH & INVESTMENTS
GENERAL	\$14,057,361.54	\$21,411.17	\$23,588,895.36	\$6,875,019.51	\$30,771,237.39
STREET	\$3,559,657.49	\$9,415.90	\$3,797,465.35	\$1,864,020.54	\$5,493,102.30
RECREATION	\$788,939.97	\$1,666.70	\$548,034.01	\$397,421.56	\$939,552.42
LIBRARY	\$3,402,821.01	\$6,713.27	\$1,356,793.92	\$290,445.86	\$4,469,169.07
AIRPORT PFC FUND	\$835,139.65	\$1,643.73	\$67,706.90	\$4,395.04	\$898,451.51
MUNICIPAL EQUIP. REPLCMT.	\$304,505.11	\$0.00	\$520,407.57	\$608,396.00	\$216,516.68
EL. LT. WEATHERIZATION FD	\$3,781,867.66	\$7,453.70	\$13,215.22	\$20,831.38	\$3,774,251.50
BUSINESS IMPRV. DISTRICT	\$82,816.66	\$163.50	\$163.50	\$35,437.17	\$47,542.99
GOLF	(\$418,659.93)	(\$713.53)	\$160,629.90	\$238,465.44	(\$496,495.47)
SELF-INSURANCE FD.	\$3,453,109.44	\$7,005.96	\$170,215.09	\$37,921.01	\$3,585,403.52
HEALTH & ACCIDENT INSUR.	\$4,617,996.77	\$9,104.57	\$9,104.57	\$24,343.94	\$4,602,757.40
EMERGENCY MEDICAL SERVICES	(\$648,117.43)	(\$1,068.09)	\$582,198.26	\$620,230.73	(\$686,149.90)
WILDLAND	\$842,275.56	\$1,653.08	\$1,673.86	\$4,439.55	\$839,509.87
MUNICIPAL CAPITAL IMP.	\$2,158,428.61	\$4,257.47	\$447,538.45	\$11,383.68	\$2,594,583.38
STREET CAPITAL IMPROVEMENT	\$904,075.60	\$1,781.65	\$1,781.65	\$15,763.80	\$890,093.45
BRIDGE & ARTERIAL STREET	\$833,336.80	\$1,643.82	\$20,317.12	\$4,395.28	\$849,258.64
SURFACE DRAINAGE	\$188,223.95	\$371.77	\$6,727.18	\$994.06	\$193,957.07
TRAFFIC LIGHT CAPITAL IMPRV.	\$1,298,203.06	\$2,558.91	\$38,024.91	\$22,662.04	\$1,313,565.93
PARKS CAPITAL IMPROVEMENT	(\$262,813.57)	(\$515.66)	\$403,682.98	\$515.66	\$140,353.75
ZOO CAPITAL IMPROVEMENT	\$395,712.10	\$780.31	\$50,496.31	\$4,658.05	\$441,550.36
CIVIC AUDITORIUM CAPITAL IMP.	\$204,172.87	\$402.53	\$402.53	\$1,076.30	\$203,499.10
GOLF CAPITAL IMP.	\$553,506.38	\$0.00	\$3,745.64	\$22,968.68	\$534,283.34
POLICE CAPITAL IMPROVEMENT	(\$1,159,721.75)	\$0.00	\$6,585.78	\$0.00	(\$1,153,135.97)
AIRPORT	\$564,046.72	\$1,120.45	\$326,371.97	\$681,913.61	\$208,505.08
WATER	\$17,201,124.91	\$33,896.67	\$1,172,432.96	\$883,109.44	\$17,490,448.43
SANITATION	\$5,722,057.42	\$11,283.91	\$516,386.03	\$354,537.64	\$5,883,905.81
IDAHO FALLS POWER	\$30,985,616.57	\$61,326.30	\$22,212,423.56	\$24,197,790.78	\$29,000,249.35
FIBER	(\$1,267,808.87)	(\$4,448.73)	\$3,175,925.74	\$463,246.37	\$1,444,870.50
WASTEWATER	\$28,521,296.59	\$56,217.94	\$1,219,361.15	\$622,261.03	\$29,118,396.71
TOTAL ALL FUNDS	\$121,499,170.89	\$235,127.30	\$60,418,707.47	\$38,308,644.15	\$143,609,234.21

January 2022 Investments Maturity

MONTH	AMOUNT	%
0-3 MONTHS	\$57,142,722.22	42.32%
3-6 MONTHS	\$5,403,474.40	4.00%
6-12 MONTHS	\$15,197,286.25	11.26%
12-24 MONTHS	\$28,959,362.67	21.45%
24-36 MONTHS	\$13,444,692.03	9.96%
36-48 MONTHS	\$11,996,577.62	8.88%
48-60 MONTHS	\$2,880,711.36	2.13%
Total	\$135,024,826.55	100.00%

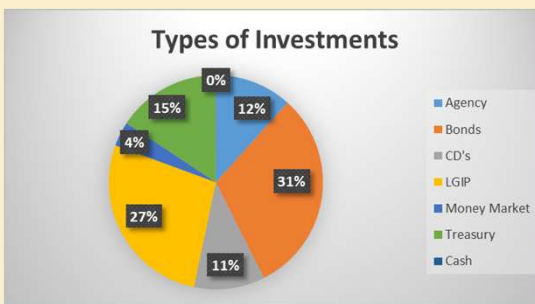


- COIF Investment Policy states that no more than 25 percent of the portfolio may be invested beyond 24 months.
- Current portfolio is 21 percent beyond 24 months.

January 2022 Types of Investments

TYPE	AMOUNT	%
Agency	\$15,793,670.61	12%
Bonds	\$41,711,947.28	31%
CD's	\$14,440,421.83	11%
LGIP	\$36,874,049.22	27%
Money Market	\$5,006,364.01	4%
Treasury	\$21,130,805.99	16%
Cash	\$67,567.61	0.05%
Total	\$135,024,826.55	100.00%

BROKER	AMOUNT	%
LPL	\$259,333	0.19%
LGIP	\$36,874,049	27.31%
Wells Fargo	\$73,077,921.78	54.12%
DA Davidson	\$527,923.58	0.39%
WAFED	\$5,267,227.32	3.90%
Lookout CU	\$275,234.43	0.20%
Key Bank	\$5,603,960.82	4.15%
Idaho Central CU	\$4,441,898	3.29%
Bank of Idaho	\$6,631,602	4.91%
Bank of Commerce	\$2,065,676	1.53%
Total	\$135,024,826.55	100.00%



- COIF Investment Policy states that no more than 50% of the portfolio may be invested in one type of security.

- Yearly Investment Comparison
City Investment Portfolio January
2021: \$136M
2022: \$135M

Total Cash & Investment January
2021: \$148.1M
2022: \$143.6M

File #: 21-440

City Council Meeting

FROM: Kathy Hampton, City Clerk
DATE: Friday, March 4, 2022
DEPARTMENT: Municipal Services

Subject

Minutes from Council Meetings

Council Action Desired

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

Approve the minutes as described below (or take other action deemed appropriate).

Description, Background Information & Purpose

February 22, 2022 City Council Work Session

Alignment with City & Department Planning Objectives



- ☐
☒
☐
☐
☐
☐
☐
☐

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

Interdepartmental Coordination

N/A

Fiscal Impact

N/A

Legal Review

N/A

February 22, 2022 Council Work Session - Unapproved

The City Council of the City of Idaho Falls met in Council Work Session, Tuesday, February 22, 2022, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls at 3:00 p.m.

Call to Order and Roll Call

There were present:

Mayor Rebecca L. Noah Casper

Council President Michelle Ziel-Dingman

Councilor Thomas Hally

Councilor Jim Freeman

Councilor Jim Francis

Councilor Lisa Burtenshaw

Councilor John Radford (arrived at 4:18 p.m.)

Also present:

Brad Cramer, Community Development Services Director

Renee Magee, Idaho Falls Redevelopment Agency Consultant (via WebEx)

Chris Fredericksen, Public Works Director

Pamela Alexander, Municipal Services Director

PJ Holm, Parks and Recreation Director

Duane Nelson, Fire Chief

Kent Fugal, City Engineer

Joel Tisdale, Police Captain

Michael Kirkham, Assistant City Attorney

Bud Cranor, Mayor's Office Chief of Staff

Randy Fife, City Attorney

Kathy Hampton, City Clerk

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

Calendars, Announcements, Reports, and Updates:

February 24, Idaho Falls Power (IFP) Board Meeting; Chamber Legislative Call; Federal Aid Meeting (Bonneville Metropolitan Planning Organization (BMPO) Policy Board Members); and City Council Meeting

February 25, Property Tax 101

March 11, City Club

March 16, BMPO

March 30, City County Meeting

Mayor Casper distributed updated schedules/calendars for City Council Work Sessions, City Council Meetings, and IFP Board Meetings as well as the 2022/2023 Council Budget Preparation Calendar. Mayor Casper announced a recent article in the Idaho Falls Magazine featuring Rick Cloutier, Airport Director. She also requested councilmembers use the Sales Tax Exemption Form when traveling.

Acceptance and/or Receipt of Minutes:

It was moved by Councilor Francis, seconded by Council President Dingman, that council receive the recommendations from the February 15, 2022 meeting of the Planning and Zoning (P&Z) Commission pursuant to

February 22, 2022 Council Work Session - Unapproved

the Local Land Use Planning Act (LLUPA). The motion carried with the following vote: Aye – Councilors Freeman, Burtenshaw, Francis, Dingman, Hally. Nay – none.

Liaison Reports and Councilmember Concerns:

Council President Dingman announced Greater Idaho Falls Transit (GIFT) has hired a Transit Coordinator. She expressed her appreciation to staff members for their support and assistance. She also stated staff is currently reviewing the Request For Proposals (RFPs).

Councilor Hally stated the bid openings for the Law Enforcement Complex (LEC) as well as the 17th Street and Woodruff Avenue intersection project will be held in March. He noted the construction for the intersection project will occur one (1) corner at a time.

Councilor Burtenshaw stated she and Councilor Francis met with the Idaho Falls Police Department (IFPD) regarding the LEC, and police officers and recruitment (there are currently no applicants). She also stated Police Chief Bryce Johnson and Director Cloutier have been in discussion regarding the police at the Idaho Falls Regional Airport (IDA) and the restrictions.

Councilor Francis stated the election for the (Idaho Falls School District 91) school plant facility levy will be held March 8.

Councilor Freeman stated the Fire Department has been particularly busy with structure fires.

Legislative Update:

Mayor Casper distributed and briefly explained legislative bills supported and opposed by the Association of Idaho Cities (AIC) including House (H) Bill H499 (Emergency Communications Officers (ECOs) and the Rule of 80), H529 (registration/stickers for license plates), H573 (increase the dollar threshold for abandoned vehicles), H582 (eliminate all licensing requirements for non-profit home builders), H635 (annexation of lands currently located in other cities), and H648 (would allow cities to create their own tax rebate program). She stated new revenue from sales tax, property tax relief money, and online sales tax money are being discussed. Councilor Hally briefly explained H442 (local entities limiting fees/deposits on rental units), and H331 (delivery services and sidewalk damage), stating these bills are strongly opposed by AIC. He also briefly explained Senate (S) Bill S1249 (removes urban renewal from the budget cap). Brief discussion followed regarding S1283 (Medicaid), release of law enforcement information, and H531 (monuments).

Community Development Services/Discussion: Eligibility Report for the Pancheri-East Urban Renewal District:

Director Cramer reviewed the Eligibility Report for Pancheri East Bank, which is located southeast of the intersection of Capital and Pancheri. He noted a district recently closed in this area. He also noted this item came about due to the property owner needing assistance with some eligible expenses. Director Cramer stated part of the process of creating a district is to identify whether an area is eligible per the criteria of State Statute. He also stated this report meets many eligibility requirements. He emphasized the resolution being presented/considered at the February 24 City Council Meeting does not establish a district and it does not establish a boundary, it only defines the area as being eligible for a district. Director Cramer introduced Ms. Magee, former Community Development Services Director and former Executive Director of the Idaho Falls Redevelopment Agency (IFRdA). Ms. Magee then presented the following with general comments throughout:

- Purpose – to determine if all or a portion of approximately 36 acres meets one or more of the criteria outlined in the Idaho statutes for an urban renewal area.
- Boundaries – Pancheri Drive on the north, the Snake River on the west, Yellowstone Highway on the east, IFP substation on the south, and Capital Avenue right-of-way (ROW) and 2160 S. Yellowstone Highway. The parcel boundaries were also identified.

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- Findings – the study meets one or more of the criteria; the study area is eligible to be an urban renewal area; this finding not does commit the Idaho Falls Redevelopment Agency or the Idaho Falls City Council to include any or all portions of the study area in an urban renewal area; this study area does not include the Candlewood Suites or the adjacent River Walk which received tax increment assistance in the past.

Ms. Magee stated there are 14 criteria outlined, this area met 11 of the 14 criteria. She reviewed the most eligible criteria.

- Conditions in Study Area: Street Facilities. Meets the criteria for an urban renewal area: predominance of defective or inadequate street layout; outmoded street patterns; and lack of correlation with streets in municipality.
- Conditions in Study Area: Parcels. Meets the criteria for an urban renewal area: faulty lot layout.
- Conditions in Study Area: Safety. Meets the criteria for an urban renewal area: unsafe conditions.
- Conditions in Study Area: Economic Disuse. Meets the criteria for an urban renewal area: age or obsolescence, economic underdevelopment of the area, and substantially arrests or impairs the sound growth of the municipality.

Ms. Magee described the land use changes from 1992 and 2016. She noted there is a dramatic increase in vacant land in this study area.

- Conditions in Study Area: Utilities. Meets the criteria for an urban renewal area: unsafe conditions.

Ms. Magee identified water/sewer utilities in the study area. She also identified land use designations, one of which is a mixed-use corridor, and the other is an urban core. She stated there is a proposed concept in between these two (2) land use designations for the extension of Capital Avenue to connect from the intersection of Capital Avenue to Yellowstone Highway.

- Proposed Comprehensive Plan for Idaho Falls. Meets the criteria for an urban renewal area: arrests or impairs the sound growth of the municipality.

Per Councilor Freeman, Ms. Magee stated building is allowed with the 500-year flood plain although there may be a high-water table in the area and substantial ponding which may cause maintenance issues. She believes basements may not be allowed in this area. Also per Councilor Freeman, Director Cramer stated this area is currently not included in the South Broadway area. He also stated a boundary could be modified although the base value would reset which could be critical to obtain the tax increment financing needed to support projects. He believes the boundary should not be expanded, a different district should be created. Per Councilor Francis, Director Cramer stated a smaller boundary would be determined by the IFRdA and the City Council. He also stated the current boundary would likely be different than the district's creation. He indicated a larger area would require an additional eligibility report. Director Cramer stated this item will be included on the February 24 City Council Meeting agenda as a resolution to accept the eligibility report to determine this area as eligible for the creation of a district and authorize the IFRdA to continue forward to create a plan. That plan would then go to the IFRdA Board, the P&Z Commission, and then to the council for approval. Ms. Magee expressed her appreciation to Kerry Beutler and Caitlin Long, Community Development Services staff members.

Public Works, and other departments/Follow-up Discussion: Impact Fees:

Director Fredericksen reviewed the impact fee process, stating the proposed resolution adopting the Impact Fee Study must be approved, followed by approval of the Comprehensive Plan, and approval of the Impact Fee ordinance. He stated all three (3) items will be included on the February 24 City Council Meeting agenda as public hearings. Per Mayor Casper, Director Fredericksen stated a number of items would need to be addressed following approval of these items, including appointment of a fee administrator, approval of a fee resolution, and changes to other sections of the code (elimination of current fees). Mr. Fife stated all three (3) proposed items would be affected if one (1) of the items is not approved, and the ordinance could be passed on a first reading only. He

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clarified an additional public hearing would occur for a fee resolution, including the timeframe to impose the fees. It was noted the fee ordinance date would be effective May 1. Discussion followed regarding the minimum 30-day timeframe per State law, any adjustment of fees, publication(s) of ordinance summaries, and publication(s) of public hearings for a fee resolution. Per Councilor Hally, Director Fredericksen believes other cities of similar size to Idaho Falls all have impact fees with the exception of Pocatello. Director Fredericksen explained the three (3) proposed items in the resolution: setting forth reasonable methodologies and analyses for determining the impacts of various types of new growth and development of the identified City public facilities; the Impact Fee Study uses a calculation methodology in accordance with generally accepted accounting principles and other relevant principles; and the council adopts the Capital Improvement Plan and Development Impact Fee Study. Director Cramer reiterated the three (3) proposed items must occur and be approved in sequential order. Discussion followed regarding an immediate vote following the public hearings and any potential delays. Councilor Francis believes additional discussion may be needed with a decision at the March meeting. Council President Dingman does not believe there should be any delay of a vote as this would be inconsistent with previous council governing. Councilor Burtenshaw believes this is different than the land use laws. She questioned if this type of hearing allows more variability. She also believes most of the issue is centered around the implementation of impact fees. Mr. Fife stated the LLUPA are quasi-judicial hearings, these particular hearings are legislative hearings that are more broad and allows information in a variety of ways. Mayor Casper reiterated these items will be included on the February 24 City Council Meeting agenda.

Municipal Services/Briefing: The Disposition of City Property:

Director Alexander stated the city has been previously approached regarding the acquisition of city property. She described property adjacent to Pinecrest Golf Course which was donated to the city in 2017. This property consists of four (4) parcels, totaling 8.6 acres, was appraised “as is” at \$610,000, and was originally proposed for a holding pond for future golf course water usage. Director Alexander provided the verbiage of the donative quitclaim deed. Mr. Kirkham stated there are restraints on selling city property. He reviewed State statutes/procedures for sale of real property owned by city:

- Underutilized or not used for a public purpose
- May declare a minimum price for property
- May declare not to establish a minimum price
- Appraisal of property is not required
- Public hearing is required (publish summary of proposed action in newspaper 14 days prior to public hearing)
- Public auction to higher bidder

Mr. Kirkham also reviewed exchanges of real property owned by city:

- Exception to convey property to a “tax supported government unit”
- Sale or conveyance of real property
 - Fair market value
 - Less than fair market value (Mr. Kirkham believes less than fair market value should support or promote a specific public purpose objective, and retain a reversion interest in property)
- Lease property

General discussion followed regarding other city properties, including those properties that may be of interest to individuals. Director Alexander stated discussion occurs with all departments for intended uses/purposes. Mayor Casper believes any property needs to be addressed fairly for city interest or other individual/entity use. Per

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Councilor Francis, Mr. Kirkham stated any funds from a sale would be allocated to the General Fund with possible council discretion. Additional discussion followed regarding leased property. Per Councilor Radford, Director Alexander stated staff is currently working to consolidate all city property. Mr. Kirkham indicated some city properties may have conditions or restrictions.

Legal Department/Discussion: Possible Change to Record Retention Resolution for Audio/Cameras Recording:

Mr. Fife stated State statute allowed cities to create a public record for a period of time, and cities are allowed to classify the type of records, which the city clarified in 2016. He also stated there is the ease of recording, specifically for the IFPD, which creates a lot of data. He believes, rather than waiting for the State, the city can reclassify city media recordings and IFPD media recordings. If these recordings have no purpose/value, they could be destroyed in 120 days. If these recordings do have a purpose/value, these recordings could be retained for a minimum of two (2) years. Mr. Fife believes there is some risk to this, however, he also believes these recordings are risk-tolerance. Mayor Casper stated Mr. Fife has previously written versions for State legislators for several years, with no interest, although, there has been recent interest with local legislators and the AIC. Councilor Freeman stated he is in favor of the idea although he questioned who would review the recordings. Captain Tisdale does not believe it's the IFPD position to monitor all facilities although the IFPD would review any necessary recording. Mr. Fife believes the IFPD currently has a good system for reviewing recordings and indexing to a report, however, he believes the departments could use the 'first in, first out' method if there's no value with the recording. Director Alexander stated departments can submit a 'ticket' to the Information Technology (IT) Division who will then review the non-IFPD category. Per Councilor Francis, Captain Tisdale believes 120 days is an adequate timeframe. Mayor Casper believes the opportunity to use technology is not being used due to the cost of retention which is cost-prohibited. Director Alexander confirmed storage of technology is expensive. Per Councilor Burtenshaw, Mr. Fife stated Idaho is a one-party consent for recording. He also stated most of these recordings will not be audio. He does see a significant problem. Mayor Casper stated this item will be included on a future City Council Meeting agenda.

Mayor and Council/Follow-up Discussion: Public Comment:

Mayor Casper believes public comment language should create an environment without legal issues. Councilor Francis distributed an amended version for public comment. He explained his suggestions including the elimination of written public comments submitted to the Clerk (he believes the council could receive the same email(s)), the inclusion of 'expected' to follow guidelines and speakers are 'expected/required' (he believes this language should be stronger), and the inclusion of 'personally harassing' or 'discriminatory in nature' (he added this language per the city personnel manual). Discussion followed regarding the expectation/requirement versus encourage/request (Mr. Fife believes expectation/requirement puts the city at first amendment risk), comments pertaining to activities or performances of individual city employees, personally harassing or discriminatory in nature (Mr. Fife would not recommend these as he believes these have specific legal ramifications), the Americans with Disabilities Act of 1990 (ADA) accommodations, public forum for general public information, repeated comments toward an individual(s), public employees versus private employees, legal advice, and violation of rights. Following comments and additional discussion, 'expected' will be replaced with 'encouraged', 'personally harassing' or 'discriminatory in nature' will be eliminated, and 'typically' will be included with dialogue or questions. Mayor Casper stated future discussion could occur if needed.

There being no further business, the meeting adjourned at 6:11 p.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor

Memorandum

File #: 21-433

City Council Meeting

FROM: Ryan Tew
DATE: Tuesday, March 1, 2022
DEPARTMENT: Human Resources

Subject

Resolution to Update Personnel Manual

Council Action Desired

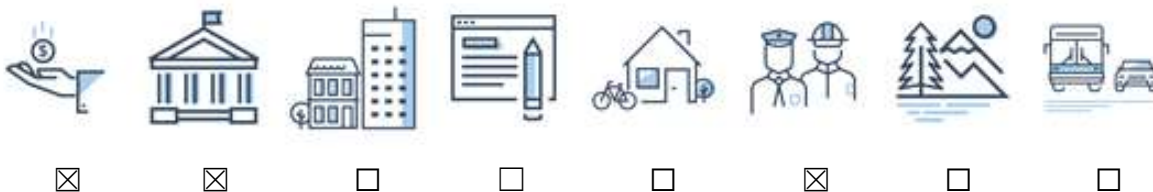
- ☐ Ordinance
 ☒ Resolution
 ☐ Public Hearing
 ☐ Other Action (Approval, Authorization, Ratification, etc.)

Approve the Resolution to adopt the City of Idaho Falls Personnel Manual (March 2022) (or take other action deemed appropriate).

Description, Background Information & Purpose

The Personnel Manual provides guidance over a broad range of City employment matters and relationships. The attached draft is the result of a thorough review of the current Manual, employment best practices, and input from various sources, including Council members, Department Directors, and City employees. Changes are in the areas of background checks, pay, standby time, employment flexibility, holidays, vacation/sick use, Commercial Drivers License employment expectations, cessation of longevity pay, and re-employment preference.

Alignment with City & Department Planning Objectives



Promotes good employee relations, transparent practices, and good general governance

Interdepartmental Coordination

All Departments participated in the review of and changes to the Manual.

Fiscal Impact

Not significant and within the current adopted City budget.

Legal Review

Reviewed by the City Attorney Department.

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING CITY OF IDAHO FALLS PERSONNEL POLICY REGARDING COMPENSATION ADMINISTRATION, HOLIDAYS, FLEXIBLE WORK SCHEDULES, CODE OF CONDUCT VIOLATIONS, DRUG AND ALCOHOL POLICY ADMINISTRATION; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City of Idaho Falls, Idaho, has adopted a Personnel Policy that guides the relationship between the City and its employees; and

WHEREAS, from time to time it becomes desirable to amend the Personnel Policy to promote consistency, clarity, and fairness; and

WHEREAS, consistency across all City Departments is important in the administration of the Drug and Alcohol Policy.

WHEREAS, the Personnel Policy adds language requiring background checks for all City job applicants; and

WHEREAS, the Personnel Policy adds language requiring a reduction in pay upon demotion; and

WHEREAS, language has been added to the Personnel Policy making the use of Overtime Pay consistent with the Fair Labor Standards Act; and

WHEREAS, language has been added to the Personnel Policy to clarify standby time by definition and practice; and

WHEREAS, language has been added to the Personnel Manual requiring that employees accurately record and certify the use of all time worked and all time-off used; and

WHEREAS, a Flexible Work Schedule Policy has been added to the Personnel Policy Manual; and

WHEREAS, the City will now be observing Juneteenth and the Day after Thanksgiving as annual holidays and will eliminate the special holiday; and

WHEREAS, employees will not be allowed to use vacation and sick time prior to such leave being accrued and that vacation must be approved in advance and may be denied based on workload; and

WHEREAS, privacy protections now require that FMLA administration and notification be managed by the City Human Resources Department; and

WHEREAS, legal protection and best practices shall now require that the City Attorney and the City Human Resources Director approve employment terminations; and

WHEREAS, use of the City's tax exempt status for personal use, the loss of CDL or driver's licenses for positions that require such licenses, and the falsification of records are all Code of Conduct violations that require disciplinary action and have been added to the Personnel Manual; and

WHEREAS, longevity compensation is no longer provided as a city-wide benefit; and

WHEREAS, language has been deleted from the Personnel Policy requiring that qualified and former employees will be given preference for re-employment over other qualified applicants; and

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

1. The City Council hereby adopts the City of Idaho Falls (March 2022) Personnel Policy Manual as appears in Exhibit "A", attached hereto.
2. This Amended City Personnel Policy supersedes all previous versions of the City Personnel Policy.

ADOPTED and effective this ____ day of _____, 2022.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Ph.D., Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

CITY OF IDAHO FALLS

PERSONNEL POLICY



Approved: March 2022

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CITY OF IDAHO FALLS PERSONNEL POLICY

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, EXCEPT AS MAY BE AGREED IN WRITING AND EXPRESSLY APPROVED BY THE COUNCIL OR AS PROVIDED BY CITY CODE. 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 COUNCIL OR AS PROVIDED IN CITY CODE. 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, 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. NEPOTISM POLICY:

- A. No person will be employed by the City when the employment would result in a violation of provisions found in Idaho Code, including but not limited to I.C. § 74-401 et seq., and I.C. § 18-1359. Any such employment made in violation of the Idaho Code or this Section may be void.
- B. In addition to the relevant provisions of the Idaho Code stated in this Section:
 - 1. No person related to the Mayor or a City Council member by blood or marriage within the second degree may be hired as a paid employee of the City, appointed to any compensated office, position or duty; and

2. No employee of the City will hire, participate in the hiring, supervise or otherwise exercise discretion concerning a paid employee who is related to that employee by blood or marriage within the second degree.
- C. An employee whose relative is subsequently elected may be eligible to retain his/her position and pay increases as allowed by relevant provisions of Idaho law, including Idaho Code § 18-1359(5).

V. SCOPE:

This Policy applies to all regular, part-time, casual, seasonal, and temporary employees, including employees who are subject to a collective bargaining agreement, 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 regulations adopted by ordinance or by statute, provided, however, in the event of any irreconcilable inconsistency, then such collective bargaining agreement, regulations or statutes shall prevail.

VI. CHANGES:

Changes may be made to this Personnel Policy by the Council, at the recommendation of a Department Director, Human Resources staff, or Elected Officials. Employees shall be given thirty (30) days advanced notification about proposed changes and given the opportunity, either orally or in writing, to offer comment regarding proposed changes to the Council.

VII. 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. "Casual Employee" means any regular employee who is assigned to work nineteen and a half (19.5) or fewer hours per work week. A casual employee has an unlimited length of service as long as they remain under the nineteen and a half (19.5) hours per work week and shall not be eligible for benefits (see Table 1).
 2. "Child" means a natural born child, a legally adopted child or a child for whom an employee or their spouse has been appointed as guardian by a decree issued by a Court of Competent Jurisdiction.
 3. "City" means the City of Idaho Falls."
 4. "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.

5. “Employee” means a person who is employed by the City for compensation, but excluding elective officers, volunteers and independent contractors.
6. “Full-Time Employee” means any regular employee who is assigned to work thirty-five (35) to forty (40) hours during a work week and is eligible for full benefits.
7. “Work Week (FLSA)” runs from 12:00 a.m. Sunday to 11:59 p.m. Saturday and is a regular occurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods. The Human Resources Department should be consulted regarding long term flexible working arrangements to ensure compliance with the Fair Labor Standards Act (FLSA) or other related employment laws.
8. “Hours of Work” means the normal workday for full-time employees shall be eight (8) hours and the normal work week will be forty (40) hours, except in certain circumstances approved by the Department Director.
9. “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 stepparent of an employee or spouse of an employee.
 - 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.

10. “Part-Time Employee” means any regular employee who is assigned to work between twenty (20) and thirty-four (34) hours per work week. “Part Time 20” employees work between twenty (20) and twenty-nine (29) hours per work week and have the option to participate in health insurance benefits at a pro-rated rate (see Table 1). “Part Time 30” employees work between thirty (30) and thirty-four (34) hours per work week and have the option to participate in health insurance benefits at a pro-rated rate (see Table 1). Employees who perform work thirty-five (35) or more hours during any work week shall not be deemed to be a full-time employee, unless a change in status is approved by written personnel action.
11. “Regular Employee” means any full or part-time employee who is assigned to work a continuous and indefinite tour of duty.

12. “Retirement” means a termination of employment while eligible to receive retirement benefits under the Idaho Public Employees Retirement System.
13. “Seasonal Employee” means any employee assigned a limited position that is weather-related (as defined by PERSI) and with a firm start and end date. Seasonal employees work no longer than eight (8) consecutive months (see Table 1). A Seasonal employee must be terminated before the end of the eight (8) months fixed term of service but can be rehired after a break of not fewer than thirty-one (31) consecutive days.
14. “Stepchild” means a child of the spouse of an employee, but who is not the natural-born or adopted child of such employee.
15. “Temporary Employee” means any employee assigned a limited position that is not weather-related and with a firm start and end date. Temporary employees work no longer than five (5) consecutive months (see Table 1). A Temporary Employee shall be terminated before the end of the five (5) months fixed term of service but can be rehired after a break of not fewer than thirty-one (31) days.

Table 1. Employment Definitions by Type.

Status Name	Hours/Week	Benefits	PERSI Implications	Notes
Regular Full Time	35-40	Full Benefits	Full Participation	No limitations
Regular Part Time: Part Time 20 Part Time 30	20-29 30-34	Pro-rated Benefits Pro-rated Benefits	Full Participation Full Participation	Employee pays 50% of benefits cost Employee pays 25% of benefits cost
Casual	19.5 or Less	No Benefits	No Participation	Unlimited length of service
Seasonal (weather-related)	Up to 40	No Benefits	No Participation*	Up to 8 months max if weather-related Must have firm start and end date Prior to the end of 8-month max, terminate After a 31-day break in service, can rehire
Temporary (NOT weather-related)	Up to 40	No Benefits	No Participation*	Up to 5 months max if NOT weather related Must have firm start and end date Prior to the end of 5-month max, terminate After a 31-day break in service, can rehire

*Employee may become PERSI eligible only when employee works outside the parameters listed in the table. See PERSI policy for full details or consult with the Human Resources Department.

VIII. ADMINISTRATION AND RECRUITMENT:

- A. The Mayor may delegate administrative authority to the Department Directors. The Department 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 Department Directors shall be consistent with the terms of this Policy.

- B. Each Department Director is responsible for the hiring of employees within their department, 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 Department Director assumes responsibility for the following:
 - 1. Reviewing applications received by the Department of Human Resources.
 - 2. Interviewing applicants received by the Department of Human Resources and hiring the applicant the Department Director deems to be the best qualified.
 - 3. As part of the employment offer, the applicant must successfully comply with, and complete the required background check. The Department must obtain necessary approval as indicated on the Personnel Action request.
 - 4. Submitting file of successful applicant and approved Personnel Action request to Department of Human Resources for payroll action and personnel records.

IX. DISCRIMINATION AND HARASSMENT POLICY:

- A. Unlawful Discrimination and Harassment Prohibited. Unlawful discrimination and harassment are forms of misconduct that undermine the integrity of the employment relationship. Unlawful discrimination or 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, harassment and 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 or harassment participates as a witness or assists another employee in making a claim of discrimination or harassment.
- C. Definition of Unlawful Discrimination and Harassment.
 - 1. Unlawful harassment is unwelcome conduct toward a person because of a legally protected personal characteristic including race, color, national origin, religion, age, sex, sexual orientation, gender identity/expression, disability, veteran status, or any other basis 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.
 - 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, veteran status,

sexual orientation and/or gender identity/expression, or any other basis protected by law.

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 workplace.

2. Race, color, national origin, religion, sex, 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, sexual orientation, or gender identity/expression.
- b. No employee shall be unlawfully denied equal employment opportunity because of race, color, national origin, religion, sex, 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, sexual orientation, gender identity/express or national origin or because an employee has a surname associated with a national origin group.

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 or 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.

5. Veteran Status Discrimination

a. No employee shall be discriminated against with respect to compensation, terms, conditions, or privileges of employment because of that individual’s veteran status.

E. Reporting a Complaint. All employees are strongly encouraged to report behavior which may constitute unlawful discrimination or 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 harassed should, whenever possible, tell the offender that their behavior is unwelcome. However, such confrontation is not always feasible or productive and is not required. Any employee who believes they have been or is being unlawfully discriminated against or harassed should report the situation immediately to one or more of the following persons:

(i) employee’s immediate Supervisor,

(ii) any Department Director of the City (preferably, the Department Director of the department in which the employee is employed);

(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 harassment has occurred or is occurring in the workplace, they shall report the matter to

- (i) employee's immediate Supervisor;
- (ii) any Department Director;
- (iii) the Director of Human Resources; or
- (iv) the City Attorney.

The officer receiving such report shall maintain a file documenting such report and shall ensure the matter is resolved appropriately. All such complaints and complaint resolutions must be reported to the Director of Human Resources within seventy-two (72) hours of receipt. All supervisory employees to whom a report of unlawful discrimination or 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 harassment complaint cannot be resolved, the matter may be referred to the City Attorney or the Director of Human Resources to conduct a confidential investigation. The City Attorney or the Director of Human Resources 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 or the Director of Human Resources may take the following immediate steps:

- (i) have the complainant complete a written report describing the discrimination or harassment;
- (ii) obtain a statement from the accused;
- (iii) obtain statements from any witnesses;
- (v) 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 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 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. 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.

X. 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., full-time, part-time, casual, seasonal, temporary) shall be determined at the time of hire and shall be reflected in a Personnel Action form. The status of all employees at any given time shall be based upon the most recent Personnel Action form signed by the Respective Department Director, Human Resources Director, and Controller, irrespective of whether the employee's work schedule, hours, assignment or duties shall be changed by their 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 Department 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 Department 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 Department of Human Resources. No person shall be hired unless their name has been placed on a qualified list by the Department 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.

XI. 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.
- 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 Department Director over such employee, the Department of Human Resources, and the Division of Municipal Services.

XII. DETERMINATION OF BENEFITS:

- A. Employee insurance benefits for eligible employees, as determined by this Section will begin on the first day of the month after their hire date. In addition, if an employee changes status to a benefit's eligible status, their benefit will begin on the first of the month following that status change. For example, if an employee's hire date is in January, their benefits will begin February 1. If an employee changes status from seasonal to full time in March, their benefits will begin on April 1. The insurance start date for new IBEW employees will be determined as outlined in the current labor agreement or as determined by the Power Department General Manager.

Benefits will end for a terminated employee at the end of the month of their termination whether the termination is voluntary or involuntary. For example, an employee with a termination date in June will no longer receive benefits after June 30.

- B.. Full-time employees shall receive full benefits in accordance with the terms of this policy. Part-time employees who are assigned to work thirty (30) 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. Part-time employees who are scheduled 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. Casual, Seasonal, and Temporary employees who work less than twenty (20) hours per regular work week are not entitled to receive benefits.

XIII. CLASSIFICATION 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 Department 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 Department 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 Department 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. Department 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. 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 the appropriate lower pay grade, and result in a reduction in pay as determined by the Department 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 Department Director and Director of Human Resources.

6. Salary on Position Reclassification. An employee whose position is reclassified by the Department 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 Department of Human Resources, with the assistance of, and in collaboration with, the appropriate Department Director shall cause a job description for that position of employment to be prepared. Each job description shall be classified by the Department 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 Department 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. Department Directors.
3. Idaho Falls Power
4. Golf Operations Managers.
- 5.. 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.

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

XIV. OVERTIME, COMP-TIME, AND TIME KEEPING FOR T EMPLOYEES:

- A. Overtime work and comp-time is work officially ordered or approved in excess of the work week of 40 hours and shall exclude benefit time.
 1. Unscheduled overtime/comp-time or overtime/comp-time ordered to meet emergency work situations should be ordered and approved by the Department 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 Department Director or manager with delegated authority.
 3. Employees shall not work overtime or comp-time of any kind without the approval of their Supervisor, Department 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 fifteen (15) minutes.
 2. As defined by this policy, standby time shall mean time that an employee must be available to report to work in addition to the basic work week and overtime. "Available to report to work" means that an employee must be available to answer their cell phone, remain within fifty (50) miles of the City, and, when called to report for work, must report to workplace as soon as possible. While an employee is on standby time, an employee may conduct personal business, provided that the employee remains available to report to work.
 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.
 4. The pay for any work performed on standby time shall be paid at the rate of one and one-half (1½) times the base hourly rate, and the hours worked during standby time 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.

D. Overtime and Time Keeping for Exempt Employees.

1. Employees who are designated as Exempt in accordance with the Fair Labor Standards Act are ineligible for overtime and comp time.
2. For public accountability purposes, exempt employees shall take vacation time and sick time in half-day (four (4) hours) or full day increments. Exempt employees must record any vacation, sick or other such leave whether paid or unpaid to ensure proper accrual and accounting of leave benefits. It is the employee's responsibility to sign or electronically sign their time record to certify the accuracy of all time recorded.
3. The exempt employee's supervisor must approve flexible working schedules and other arrangements that differ from the standard workweek or working schedule.
4. Exempt Employees (including Department Directors) who are directed to work emergency response during a disaster, disaster emergency, or emergency, officially declared by the Mayor, the Bonneville County Commissioners, the Governor, the President of the United States, or any other person or governmental entity authorized to declare such a disaster, disaster emergency, or emergency, shall be paid for hours worked over forty (40) hours a week at their regular hourly rate. "Emergency response" means work specifically performed to mitigate the impact of the declared emergency.

E. Time Keeping for Employees

1. Nonexempt employees must accurately record the time they begin and end their work and any sick, vacation, holidays, or other such leaves of absence whether paid or unpaid. The department Director or designated manager will review and sign or electronically sign the employee's time record prior to being submitted to payroll for processing. In the event of an error in the time record, the employee will immediately report such error to their department Director or designated manager. The department Director or designated manager will report the error to payroll for investigation into the error.
2. Altering, falsifying, tampering with time records, recording time for another employee or failure to comply with this policy may result in disciplinary action, up to and including termination of employment.

XV. FLEXIBLE WORK SCHEDULE POLICY

- A. The City recognizes the value of helping employees face the demands of work, family, and personal obligations by offering, when feasible, certain flexible working arrangements. These arrangements provide employees with increased flexibility with their work schedule while allowing the City to maintain a progressive and productive work environment.

As a means of achieving administrative efficiencies this policy defines flexible work hours. Flexible work options are available when both the employee and the job are

suited to such an arrangement. Flexible work schedules may be appropriate for some employees and jobs but not for others. Flexible work schedules are not an entitlement, are not a citywide benefit, and in no way change the terms and conditions of employment with the City of Idaho Falls.

Any flexible working arrangements, including working from home, must be approved by the Department Director and conform with the needs of the City. The authorization of flexible working arrangements can be terminated at any time by the Department Director. Violating the expectations and/or guidelines of flexible working arrangements may result in disciplinary action up to and including termination.

The Human Resources Department should be consulted regarding long term flexible working arrangements to ensure compliance with the Fair Labor Standards Act (FLSA) or other related employment laws.

B. Flexible working arrangements may include:

1. Flextime, in which an employee can work 8 hours per day, but there is flexibility in the employee's set starting and ending times.
2. Compressed work weeks. For example, an employee may be allowed to work a 10-hour workday, reducing the work week to 10 hours per day, four days per week. (Other examples could be cited.)
3. In certain circumstances, an employee may be allowed to work from home. In those circumstances, the following guidelines must be followed:
 - a. Amount of time working from home will be limited to a maximum of two days per week. Exceptions must be approved by the Department Director and the Human Resource Director.
 - b. The duties of the job clearly lend themselves to effective work at home. For instance, jobs which require public contact would be unlikely to allow working from home.
 - c. Working from home must not interfere with the ability to do the job effectively and productively.
 - d. If at any time, during regular business hours, a Director or Manager requires that an employee be at the worksite, the employee must be there.
 - e. The employee will be responsible for providing a reliable internet connection when working from home.
 - f. A City-issued laptop must be provided for remote access to city networks when working from home.

- g. Work from home IT support is limited to regular business hours: Monday to Friday 8:00 a.m. to 5:00 p.m. via help desk phone call. No on-site support will be provided.
- h. Needs to conform to the needs of the City.

XVI. CLOCK PATTERN PREMIUM PAY

- A. A clock pattern premium pay is an additional payment for work performed outside the hours established as the City's basic 7:00 AM to 7:00 PM workday. The City shall pay a clock pattern premium pay to nonexempt employees (excluding those under separate collective bargaining agreements) who work during the hours of 7:00 PM to 7:00 AM.

The clock pattern premium pay shall be added to any hours worked by an employee during the hours from 7:00 PM to 7:00 AM.

The rate of the clock pattern premium pay shall be \$.50 per hour worked during the shift and shall be added to the employees' base hourly rate.

Clock pattern premium pay compensation will not be added to any type of leave, holiday, or vacation hours.

Department Directors, in consultation with the Human Resources Department, have the ability to review clock pattern premium pay positions every 6 months.

Examples:

If the shift worked lasts from 9:00 PM to 7:00 AM, all ten (10) hours of such shift shall be paid as clock pattern premium pay.
 $10 \text{ hours} * \$.50 = \5.00

If the shift worked lasts from 4:00 PM to 2:00 AM, then 4:00 PM to 6:59 PM shall be paid at the employee's base hourly rate and the hours worked from 7:00 PM to 2:00 AM shall be paid as clock pattern premium pay.
 $7 \text{ hours} * \$.50 = \3.50

If the shift worked lasts from 6:00 AM to 2:00 PM, then the time worked from 6:00 AM to 6:59 AM shall be paid as clock pattern premium pay and the hours worked from 7:00 AM to 2:00 PM shall be paid at the employee's base hourly rate.
 $1 \text{ hour} * \$.50 = \$.50$

XVII. HOLIDAYS:

- A. Regular Employees who are not generally required to work on holidays, shall be paid their established wage for such holiday. A holiday is considered to be eight (8) hours for full-time employees. Employees working less than full-time are eligible for a pro-rated paid leave on holidays based on the number of hours the employee is normally scheduled to work weekly.
- B. Twelve (12) annual holidays will be observed. Holidays are: New Year's Day, Martin Luther King, Jr. -Idaho Human Rights Day, President's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. No other holiday designated by the State will be observed unless specifically approved by the Council.
1. Whenever any holiday falls on Saturday, the preceding Friday shall be a holiday and whenever any holiday falls on Sunday, the following Monday shall be a holiday.

Provision for Idaho Falls Public Library employees: 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 work week, the nearest working day will be declared a holiday.

XVIII. VACATIONS:

- A. Vacation Benefits. 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:

Completed Years of Service	Vacation Hours	Days	Accrued Hours Per Pay Period
Date of Hire-4 years	140	17.5	5.38
5 years	160	20	6.15
10 years	180	22.5	6.92
15 years	220	27.5	8.46
20 or more	240	30	9.23

1. Maximum vacation accrual is 240 hours. The maximum eligibility for accumulated vacation pay at termination or retirement shall not exceed two-hundred and forty 240 hours or thirty (30) days.

2. Employees are not permitted to use more than 3 days of vacation after their last full week on the job.
 3. Vacation cannot be used prior to being accrued.
 4. Vacation will not be considered as time worked for purposes of calculating overtime compensation.
- B. Scheduling of Vacation. Eligible employees may take their vacations in accordance with the following:
1. Use of vacation must be approved in advance by employee's supervisor or Department Director.
 2. Department or Division Directors may deny requests for vacation leave based on workload.
 3. Employees with a balance above 240 hours must request approval for rollover. Under extenuating circumstances and subject to recommendation from the Department Director, Director of Human Resources, and Director of Municipal Services and final approval from the Mayor, the excess amount (hours over 240), may be rolled over to the next year. If such request is approved, the overage amount must be used within the immediately succeeding year, after which no accrued vacation totals will exceed the 240 hour maximum.
 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. Minimum Amount of Leave. Vacation leave will be used in increments of fifteen (15) minutes.
- D. Pay During Vacations. Vacation pay shall be calculated in accordance with the employee's regular job classification rate and work schedule, exclusive of any clock pattern premium pay where applicable.
- 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 not exceed 240 hours (30) days. For members of IAFF Local No. 1565, refer to the current union contract.
- F. Voluntary Shared Leave Policy. An employee may donate vacation hours to benefit another employee who has or who will exhaust all leave time due to a serious illness or injury to the employee or immediate family member.

An employee requesting additional leave must exhaust all available leave (i.e., vacation, sick, comp time) before requesting donated leave.

Upon approval, Human Resources will notify City employees of the need for donated hours.

Donated vacation hours will be transferred on an hour-for-hour basis. Employees receiving donated hours will be paid for such hours based on their work schedule and their own base hourly rate.

Maximum amount of donated leave an employee can use is 240 hours annually.

Once a donation is made, it cannot be withdrawn. The requesting employee cannot carry unused donated hours forward. All unused donated hours will be returned to the donors.

All donor names and contributions will be kept confidential.

XIX. 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.

XX. SICK LEAVE

A. Sick Leave Benefit.

Regular full-time employees will be eligible to accrue and use sick leave. The City recognizes that there are times when employees have health problems that require time away from work. An employee is allowed to use sick leave for:

- 1. Personal medical needs including:
 - Medical, dental, or optical examinations or treatments
 - Physical or mental illness, injury, pregnancy, childbirth, adoption-related purposes, or for scheduled medical, dental, or optical or similar appointments.
 - Possibly jeopardizing the health of others by their presence on the job because of exposure, as determined by a health care provider.
- 2. Care of an immediate family member
- 3. Bereavement – after Bereavement Leave has been exhausted.

Description	Accrued Hours Per Pay Period	Total Hours Per Year
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Full-time employees	3.69	96
Part-time 30 employees	2.77	72
Part-time 20 employees	1.85	48

B. Sick Leave Accrual

1. Sick leave may accrue up to a maximum of 1,040 hours total.
2. Sick leave cannot be used prior to being accrued.
3. Sick leave will not be considered as time worked for calculating overtime compensation.
4. Employees with five (5) or more years of service may choose to convert sick leave annually into an employer sponsored tax deferred compensation plan, transfer hours to vacation hours, or cash out hours. Annual selection to convert sick leave must be made between April 1st and April 30th and shall be converted the first payday in November of the same year. A balance of at least one hundred twenty (120) hours must be left in the employee's sick leave balance. Sick leave will be converted/cashed out at one-third (33%) of the employee's regular hourly rate of pay not to exceed a maximum of \$2,500.
5. If the employee meets the requirements for PERSI retirement, one-third (33%) of the sick leave balance is converted to an HRA VEBA plan upon retirement. For members of IAFF Local No. 1565, refer to the current union contract.
6. Upon the death of an active employee, sick leave benefits will be paid 100% to the employee's estate, in the form of cash.

C. Notification Requirements.

A department may require employees to request advanced approval for sick leave for their own medical, dental, or optical examination or treatment. To the extent possible, an employee may be required to request advanced approval for sick leave to attend to a family member receiving medical, dental, or optical examination or treatment, to care for a sick immediate family member or with a serious health condition, for bereavement purposes, and for adoption-related proceedings. If the employee complies with the department notification and medical evidence requirements, the department must grant sick leave.

D. Denial of Sick Leave.

For absences in excess of three (3) days, a department may require a medical note. If the employee fails to provide the required medical note within 15 calendar days after the department's request, they are not entitled to sick leave. Any employee who is on Accident on Duty (AOD) 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.

E. Minimum Amount of Leave. Sick leave will be used in increments of fifteen-minutes.

F. Grandfathering Clause: Sick

1. Any employee who currently has more than 1,040 hours of sick leave accrued can choose to remain on the sick leave policy on or before November 21, 2017 (previous sick leave policy) or to move to the sick leave policy in effect adopted on or after November 21, 2017 (the new sick leave policy). If the employee chooses to stay on the previous sick leave policy, that employee will be subject to the previous sick leave policy guidelines (see #3 below), will continue to accrue sick hours and (if they meet the requirements for PERSI retirement), that employee's sick leave balance will be converted to an HRA VEBA at the employee's retirement.
2. Any employee who has over 940 hours of accrued sick leave under the previous sick leave policy can choose (only during December of 2017) to sell up to 96 hours of such accrued sick leave at 33% of the total number of accrued sick leave hours converted and can continue to accrue sick leave during the first year of the policy change. Any employee who has accrued sick leave over 1,040 hours under the previous policy and chooses to be governed by the new policy will lose all accrued sick leave in excess of 1,040 hours and can also choose to sell up to 96 hours of accrued sick leave at one-third (33%) in order to continue to accrue this first year of the policy change.

a. Previous Sick Leave Policy

- b. 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 childbirth, which (i) renders an employee substantially incapable of performing the essential functions of their 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.

- c. 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) workdays 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
- d. Sickness In Family. Regular employees are allowed up to five (5) workdays with pay per calendar year for Sickness in Immediate Family. Such leave is not cumulative and will be deducted from accumulated sick leave.
- e. Death In Family. Regular employees may be allowed leave with pay at their base rate for a period not exceeding three (3) workdays, when authorized by the Department Director, for death in their Immediate Family. The Department Director may authorize two (2) additional workdays whenever, in the opinion of the Department Director the employee needs additional time to travel to and from their destination. Such additional travel time will be deducted from accumulated sick leave.
- f. Conversion Benefit for Qualified Retirees. 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 minus 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.
 - i. First sixty (60) working days or thirty (30) shifts for Fire Fighters exempt.
 - ii. Forty percent (40%) of all hours remaining over the deductible in 3.e.

XXI. BEREAVEMENT LEAVE

Bereavement Leave for regular employees may be allowed at their base rate for a period not exceeding three (3) workdays, for a death in their immediate family.

XXII. 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 twelve (12) weeks (or up to 26 weeks of military caregiver leave to care for a covered service member 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) childcare 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 single 12-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 wish 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;
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 their 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.

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 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 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 their 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 Department . The

HR Department will notify the employee's department of the request for FMLA. Employees will be asked to complete an FMLA leave request form. Within five business days after the employee has provided this notice, the Department 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 (5) business days after the employee has submitted the appropriate certification form, the Department 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.

XXII. PHYSICAL EXAMINATION:

- A. The Department Director, in coordination with the Human Resources 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 their personal physician.

XXIV. ACCIDENT ON DUTY:

- A. If an employee is injured in the performance of their assigned duties, they must report such injury as soon as reasonably possible to their immediate Supervisor.
- B. The Supervisor will immediately report each injury verbally to the Department 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 Department Director shall ensure the injured employee reports to the Department 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 A.O.D. benefit which will equal the difference between their regular straight time wages, excluding shift differential, and their time loss workers compensation income. Such leave ("A.O.D. Leave") shall be limited to fifty (50) calendar days. An employee who has exhausted all of their occupational injury time and has returned to work may be granted additional employee paid time for any medical appointments associated with their occupational injury.
- E. Supplementation of Accident on Duty Benefit. The City may allow an employee who has used all Accident on Duty benefits to supplement their A.O.D. Benefit, by using accumulated sick leave/vacation benefits to supplement the difference between A.O.D. 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. Total compensation not to exceed one hundred percent (100%) of employee's regular salary (Example: If A.O.D. pays employee sixty percent [60%] of regular salary, employee would use sick leave/ vacation benefit to make up additional forty percent [40%]).
 - 2. Employee must, on a monthly basis, provide their Department Director, a written medical update and prognosis from the attending physician at no expense to the City.
 - 3. Employee must keep Department Director informed on a weekly basis of existing conditions and circumstances regarding extended leave.
 - 4. The employee must provide an appropriate written release from the attending physician before employee is allowed to return to work.
- F. Conditions for A.O.D. Benefit. An employee who is eligible to receive A.O.D. leave may, as a condition for receipt of A.O.D. benefits, be required to report to work to perform portions of their job duties to the extent his or her physical condition does not impair his or her ability to safely perform such functions.

XXV. EDUCATION:

A. Education Assistance:

1. Purpose: The Education Assistance Program shall be a concerted effort to invest and contribute to City of Idaho Falls Employees' education relative to their existing job position.
2. Policy: Education assistance is available for regular, full-time employees. Recognizing the constraints of budgetary resources, the amount approved for educational assistance shall be determined by each Department's Director. The employee's Department Director shall also evaluate whether a class/education program is **relevant to the employee's current job position**.
3. Requirements and Procedures: Regular full-time employees with at least one (1) year of service may be eligible to be reimbursed for tuition expenses incurred for classes that are work-related as determined by the employee's Department Director.
 - a. Education programs must be reviewed to determine **relevance to their job** and approved by the employee's Department Director **prior** to registration.
 - b. A final grade of "C" or better for the class must be achieved in order to receive reimbursement. The employee must fully complete a class and receive a final grade before reimbursement will be considered. Withdrawal from a class will not be reimbursed.
 - c. Transcripts and receipts must be submitted to the employee's Director following the completion of the course to receive reimbursement.

Employees are expected to schedule class attendance and the completion of study assignments outside of the employee's regular working hours. If it is necessary to schedule a class during normal working hours, the employee and his/her supervisor will mutually agree on a plan to make up the lost work time. It is expected that educational activities will not interfere with the employee's work, and unsatisfactory job performance during enrollment may result in forfeiture of educational assistance and termination of employment.

B. 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.

XXVI. LEAVE OF ABSENCE WITHOUT PAY:

Department Directors may grant a leave of absence without pay, provided the employee has no other leave benefits available. An employee must have prior approval from their Department Director to be on Leave of Absence Without Pay. 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 their continuous service period.

Department Director may grant a leave of absence without pay for an employee serving on military leave even if the employee has other leave benefits available.

XXVII. MILITARY LEAVE:

- A. Purpose. The Uniformed Service Employment and Reemployment Rights Act of 1994 (“USERRA”) prohibits employers from discriminating against employees who fulfill non-career military obligations in the Uniformed Services and requires employers to provide a leave of absence within the parameters described below to allow employees to perform military obligations. The purpose of this Military Leave Policy is to provide military leave as required by law and to comply with the other relevant provisions of USERRA.
- B. Eligibility. This Military Leave Policy applies to all full-time and part-time employees of the City who are also members of one of the Uniformed Services.
- C. Definitions. For the purposes of this Military Leave Policy, the following definitions apply:
 - 1. “Benefit,” “Benefit of Employment,” “Rights and Benefits,” or any variation of these—Any advantage, privilege, or gain (other than wages or salary for work performed) that accrues by reason of employment.
 - 2. “Calendar Year”—October 1 through September 30 of each year.
 - 3. “Military Service”—The performance of military duty on a voluntary or involuntary basis in a Uniformed Service.
 - 4. “Partial Pay”—Partial pay is the difference between the employee’s regular salary and the employee’s full-time military salary, excluding expenses, Basic Allowance for Substance (BAS), Basic Allowance for Housing (BAH), or combat pay where the employee’s City salary is more than the employee’s full-time military salary.
 - 5. “Seniority”—Longevity in employment together with any benefit(s) that accrue with or are determined by longevity.
 - 6. “Uniformed Service(s)” —The Armed Forces of the U.S. Army, Navy, Marine Corps, Air Force, and Coast Guard; the reserve components of the Armed Forces; the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty; and any other category of service designated by the President of the United States in time of war or national emergency.
 - 7. “Working day(s)” —A working day for a City employee is comprised of:
 - (a) an eight (8) hour day as outlined in “Hours of Work” in SECTION VII of this manual.
 - (b) part-time employees will be evaluated on a case-by-case basis.
- D. Requests for Military Leave: All requests for military leave shall comply with the following:

1. Every employee requesting military leave shall notify their supervisor either verbally or in writing of the orders requiring military service as soon as they have knowledge of upcoming military service or as soon as practicable thereafter.
2. All military leave requests shall be accompanied by a copy of the order, directive, notice, or other documentation requiring absences from scheduled work. Employees shall complete the Military Leave Request Form.
3. An employee in a reserve program often has some discretion on dates for annual training exercises. The City may request that the employee select dates that will least interfere with the City's objectives or may lessen the impact of the employee's absence. If the employee has a choice, it shall be the employee's responsibility to discuss scheduling of the training with his/her supervisor and will be up to the military unit to accept agreed upon or recommended dates.
4. An employee returning from military service retains all rights to reemployment and certain seniority entitlements, as provided for by USERRA and this Policy. The employee must report back to work or request reemployment pursuant to USERRA by contacting the Human Resources office and the employee's Department Director in advance of returning to work.

E. Benefits:

1. Continuation of insurance benefits is available in accordance with USERRA based on the length of leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible. While the employee is on military leave, accrued non-seniority-based leave (such as vacation, sick leave, or holiday pay) will continue to accrue at the rate the employee was accruing when the employee was called to active duty.
2. The employee who is a member of the Uniformed Services and called to active duty can continue regular employee insurance benefits for thirty (30) calendar days for military service pursuant to this Policy. The City will pay the City's portion of the employee's insurance premium during such thirty (30) calendar days. The employee will pay the employee's portion of the insurance premium during those thirty (30) calendar days.
3. Should the employee's active duty continue longer than thirty (30) calendar days, the employee will pay the employee's portion of the insurance premium if they decide to remain on the City insurance. If the employee's City paycheck is not substantial enough to cover the cost of the insurance premiums or other automatic deductions the employee participates in, the employee may make arrangements to pay to the City those premiums.

F. Leave(s) of Absence for Military Service:

1. An employee who is a member of the Uniformed Services will be granted up to fifteen (15) working days or one hundred twenty (120) hours of paid leave per calendar year for days during which the employee is engaged in authorized training or duty ordered or authorized by the proper authority.
2. If leave(s) of absence for military service exceed the fifteen (15) working days or

one hundred twenty (120) hours of paid military leave, an employee shall be permitted upon request to use any accrued vacation and/or compensatory time during military leave past the fifteen (15) working days or one hundred twenty (120) of paid military leave. The employee must provide a written request to their supervisor prior to the use of such time.

3. If leave(s) of absence for military service exceeds more than thirty (30) consecutive calendar days of military leave, then after the first thirty (30) day period of active duty, the City will pay to the employee partial pay during the remainder of active-duty service up to a maximum of two (2) years from the first day when partial pay for active duty began. Partial pay during this period will be paid on the same schedule that the employee would be paid if they were not on active duty.
4. An employee called for active duty shall, upon their return to City employment, receive credited service hours for regularly scheduled hours away from work while on federal active duty. In other words, there will be no break in the employee's City employment that may disrupt benefits that are based on continuous employment.

XXVIII. JURY DUTY AND OTHER REQUIRED APPEARANCES:

- A. Jury Duty. If, during regular scheduled workdays, a regular employee is summoned for jury duty, they shall receive compensation for the hours off, but not to exceed the number of hours the employee would normally have worked on their 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, a 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 they shall receive their regular pay, but not to exceed the amount they would normally have received if they had worked their 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.

XXIX. 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. Department 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. Progressive Discipline. The City encourages the use of progressive discipline to address performance problems, when feasible.

Progressive discipline is a tool used to counsel and to discipline employees for poor or inadequate performance or for inappropriate behaviors by increasing the level of the discipline to meet the need for change in performance. It provides opportunities for an employee to correct an issue before it becomes too severe and provides the City, the supervisor, and the employee with performance-related documentation. The purpose of any discipline imposed is to encourage better performance, not simply to punish unwanted behavior.

- C. General Guidelines. Progressive discipline is the responsibility of the supervisor, with review by the Department Director, and as needed, Human Resources. Generally speaking, employees should be provided with an opportunity to correct deficiencies in performance or behavior, when deemed appropriate by management. Some infractions of City policies/Code of Conduct will be cause for immediate termination.

1. Factors which may be considered when determining a course of disciplinary action:

- a. Whether the employee had reasonable notice of what is expected;
- b. The extent to which the employee has been given an opportunity to correct the deficiency;
- c. The degree to which the employee had advance notice of the potential consequences of not meeting the expectations;
- d. An evaluation of the employee's explanation (if any) of why expectations were not achieved;
- e. The relationship between the failure of performance and the discipline imposed or "proportionality" (e.g., seriousness of the offense, employee's past performance, circumstances surrounding the particular event, Department practice in similar events).

- D. Discipline Process. Progressive discipline may include any of the following steps:

1. Informal Verbal Coaching/Warning
In most cases, informal coaching should be an ongoing part of the supervisor/employee relationship so that problems can be addressed as they

arise (rather than putting them off). Informal coaching may be carried out by the supervisor verbally discussing the problem with the employee and explaining that this is (usually) the first step in the improvement process. The supervisor should keep a written record of discipline-related discussions.

2. Written Warning

If improvement in an employee's performance or behavior is not apparent after the informal coaching/verbal warning, a formal written warning could be given. The purpose of a written warning is to impart to the employee the gravity of the situation and to document performance expectations and the need for improvement. This should be a written document with verbal discussion that is delivered by the employee's supervisor. A copy of the warning should be provided to the employee and the supervisor. The original warning letter should be signed by the employee and placed in the employee's personnel file. Acknowledgement by the employee in this case means that the employee received the written warning, not necessarily that the employee agrees with the written warning. If the employee fails to sign an acknowledgement of written warning receipt, the supervisor should note delivery of the written warning.

3. Work Improvement Plan (WIP)

If the performance or behavioral problem continues despite verbal and written warnings, a formal WIP may be appropriate. The purpose of the WIP is to document a formal plan to improve employee performance, which should include a specified timetable by which the employee must meet acceptable performance or be subject to behavioral standards and consequences for not doing so. A copy of the WIP should be provided to the employee and supervisor. The original WIP should be acknowledged by the employee and placed in the employee's personnel file. Acknowledgement by the employee in this case means that the employee received the WIP, not necessarily that the employee agrees with the WIP. If the employee fails to sign an acknowledgement of WIP receipt, the supervisor should note delivery of the WIP.

4. Meets Performance Standards OR Demotion / Suspension / Termination

If the employee's performance or behavior improves enough by the target date of the WIP to meet all performance standards for the employee's position, the employee can be removed from the Plan. If the performance or behavior does not improve sufficiently enough to meet performance standards, the next discipline step may include a job demotion, a suspension, or termination from employment. The employee's Department Director and the Human Resources Department must be contacted before a demotion, suspension, or termination occurs.

- E. Management Discretion. These progressive discipline steps merely provide a framework for approaching a performance issue. Because no two disciplinary situations will be the same, strict adherence to these steps may not be appropriate. For instance, some performance issues may require immediate suspension or termination. Other situations may allow for multiple incidents of verbal and/or written warnings. The course of action to correct deficiencies in job performance or inappropriate behavior will depend on how management views the nature or severity of the problem. Management has discretion to determine what steps of the progressive discipline process, if any, are appropriate in a particular case.

The Human Resources Department is available to assist in constructing a discipline plan. If an issue is raised to the level of demotion, suspension or termination, the Department Director and Human Resources must be contacted prior to taking the action.

All employees of the City are employed “at will” and at the discretion of the Mayor and City Council, except as may be agreed in writing or in an approved collective bargaining agreement.

- F. Involuntary Termination of Employment. Regular employees may be terminated only by a Department Director or by the Mayor, with approval of the Human Resources Director and the City Attorney. A Supervisor may, with the concurrence of a Department Director and approval from the Human Resources Director and the City Attorney, 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 and prior to the termination or suspension of any benefit of employment, the Department Director shall notify the employee involved, in writing, of their intent to do so. The notice must set forth in general terms the basis for the proposed action and give the employee an opportunity to be heard before the Department Director prior to such termination or any suspension of any benefit of employment.
- G. 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.
- H. 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 workplace, 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 without a valid prescription while on duty, or reporting to work when under the influence of such beverages or substances. This prohibition also applies to employee breaks and lunch periods and also includes controlled substances which are illegal in the State of Idaho, even if the substance was purchased legally in another state or prescribed legally in another state.
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 workplace 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 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 harassment.
22. Knowing submission of materially false information in an employment application.
23. Use of City's tax-exempt status for personal use.
24. Loss of CDL or regular driver's license for positions that require CDL or regular driver's license.
25. Falsification of time records, personnel records, or other City records.

XXX. GRIEVANCE PROCEDURES:

A. Purpose.

The purpose of this grievance procedure is to maintain a productive, cooperative, efficient and experienced work force, thereby enhancing the public welfare; to not unjustifiably terminate or treat employees inappropriately; to afford the City administrative staff and employees opportunity to resolve errors, disputes, without the need for judicial intervention. This grievance procedure is the exclusive procedure to be applied to all City employees other than an employee who is a member of a collective bargaining unit, a Police Department employee covered by the Police Department grievance procedure, or a Department Director. 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. Grievance Defined.

"Grievance" is any complaint by a regular employee who is subject to this Grievance Procedure and related to the following:

1. A disciplinary action applied to an employee,
2. Action taken by an employee which results in unfair or discriminatory treatment, inequity, or arbitrary or capricious action relative to another employee, based on a legally protected status,

3. Any interpretation or dispute regarding the terms and conditions of the City Personnel Policy, or
4. Retaliation or recrimination as result of any action by a superior that violates public policy or law.

C. No Retaliation.

An employee who files a grievance shall be free from restraint, interference, discrimination or reprisal by the City, its officers or employees, for having filed a grievance.

D. Privacy.

All documents, records and information generated, compiled or kept in conjunction with a grievance shall be exempt from disclosure to the public to the extent allowed by the Idaho Code (especially Title 74, Chapter 1, commonly known as the "Idaho Public Records Act"). An employee who files a grievance may obtain copies of records related to a grievance pursuant to the Idaho Public Records Act.

E. Commencing a Grievance.

Every employee is encouraged not to file a grievance until after they have made a reasonable effort to resolve the subject matter of the grievance with their immediate supervisor or other person against whom the grievance could be filed. Examples of reasonable effort include: meeting informally with the person(s) affected to discuss the matter; engaging a supervisor to assist in resolving a matter; suggesting a compromise or resolution; self-assessment; reviewing a policy with a peer or supervisor to clarify expectations; and/or meeting with the Human Resources Department Director.

A grievance shall be commenced by filing the grievance with the Director of the Department out of which the grievance arises. Such grievance shall be in writing and shall contain the following:

1. The name and job classification of the grievant;
2. The date of the alleged action(s) or omission(s) which form the basis of the grievance;
3. A statement of the facts, materials, and arguments supporting the grievance;
4. A list of all articles, sections, or rules of the Department, City policy, or law which are alleged to have been violated; and
5. The remedy or resolution sought.

Failure of the City to comply with the time limits specified in this grievance process shall automatically and immediately advance the grievance to the next Step in the grievance process. Failure of a grievant to comply with the time limits specified in this grievance policy automatically and immediately results in the denial of the grievance.

"Day" as used in this Policy, shall mean one (1) twenty-four (24) hour calendar day beginning at midnight and ending twenty-four (24) hours later, whether or not the City is open for business.

When time is calculated for a deadline, counting begins on the day following the date of determined event. Where a due date falls on a day that the City is officially closed for business (e.g., a weekend or official or declared holiday), the document is due or

the event must occur on the first date that the City is open for business following the due date.

The time limits herein stated may be extended only by prior written mutual agreement of the parties.

F. Grievance Process:

Step 1. Department Director's Review. The grievance process shall be initiated by submitting the written grievance to the Department Director within fourteen (14) days following the disputed grieved action or inaction or the date that the employee knew or should have known of the action or inaction, whichever is earlier. This requirement is meant to encourage prompt reporting and resolution of the matter grieved.

Within fourteen (14) days following the Department Director's receipt of the written grievance, the Department Director shall meet with the grievant to discuss the grievance. The Department Director shall provide a written response to the grievant within fourteen (14) days following such meeting.

Step 2. Mayor's review. If the grievant does not agree with the Department Director's response in Step 1, the grievance and Director's response may be submitted by the grievant to the Mayor within fourteen (14) days following the Department Director's response.

Within fourteen (14) days following receipt of the grievance and materials from Step 1, the Mayor shall provide a written response to the grievant.

Step 3. Independent Review. If the grievant does not agree with the Mayor's response in Step 2, the grievance may be submitted for independent third-party review in the following manner:

Within twenty-one (21) days following the grievant's receipt of the Mayor's response in Step 2, the grievant shall deliver a written request for independent review to the City Human Resources (HR) Director. The grievant and the HR Director shall meet to select an independent reviewer from a list of qualified reviewers within fourteen (14) days following the receipt of the demand from the grievant for such review.

The HR Director shall maintain a list of not less than five (5) qualified independent reviewers. If the parties are unable to agree upon an independent reviewer, the HR Director and grievant shall alternately strike a name from the list (the first to strike a name shall be determined by coin flip) until the name of only one (1) individual from the list remains. The remaining person shall be the independent reviewer for the grievance.

The independent reviewer shall be selected and engaged within fourteen (14) days following a meeting between the grievant and HR Director to select a reviewer. The review will commence within fourteen (14) days following the reviewer's receipt of grievance material provided by the HR Director. The failure of the reviewer to commence and to complete review within the time periods established shall result in selection of a new reviewer, who will proceed with the process outlined in this Step 3 until a review is completed.

The scope of review by the independent reviewer in Step 3 shall be limited to whether the action taken against the grievant was or resulted in something unfair, discriminatory, inequitable, arbitrary, or capricious, based upon 1. a legally protected status, or 2. whether any Department or City policy was vague, subject to misinterpretation, or erroneously or wrongly applied to the grievant. The reviewer shall have no authority to rule contrary to, expand upon, or eliminate any terms or conditions of a Department policy or City Personnel policy.

The grievant and the City may submit materials and/or testimony in support of their relative positions, the weight, materiality, and persuasiveness of which shall be determined solely by the reviewer. The reviewer may request additional information or clarification of any party or person and may independently research the matter; however, the reviewer shall have no authority to compel production of any information nor have the authority to compel the presence or testimony of any person. The reviewer shall not attribute any adverse motive or inference to materials not proffered by the grievant or the City.

The reviewer shall be requested to provide the parties with a written statement of relevant criteria and standards and a decision justifying the reviewer's decision regarding the grievance within thirty (30) days of commencement of the review.

An informal group comprised of the Department Director, a representative from the HR Department and from the City Attorney's office will meet to confer about the reviewer's decision within fourteen (14) days following the City's receipt of the decision (to consider it and to take action, if any, deemed appropriate).

XXXI. 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 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, telephones, cell phones, , radios, associated peripherals and software, copiers, fax machines, and municipal provided access to electronic mail, the City's network.
- 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.

XXXII. 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.

XXXIII. 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 their 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 twenty-six (26) 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 constitutes 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 they deem it necessary for the employee to reach their 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, whichever is greater. Such leave is to be deducted from accumulated sick leave.

XXXIV. ASSOCIATION BUSINESS:

Regular 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 Department 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.

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.

A Reduction in Force shall not be used to address employee performance or behavioral problems. For employee disciplinary issues follow Section XXIX DISCIPLINARY ACTIONS AND TERMINATIONS in the Personnel Policy Manual.

- 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 Department 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 Department Director will be provided to the employee at least ten (10) working days prior to separation. This notice will specify the separation date.

XXXVI. DRUG & ALCOHOL-FREE WORKPLACE POLICY:

- A. The City 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 use and misuse pose a threat to the health and safety of City employees, residents, and visitors and to the security of our equipment and facilities. For these reasons, it is the policy of the City to prohibit the use or misuse of drugs and/or alcohol in the workplace (and outside of the workplace when it impacts the work of the City. This Drug Free Workplace Policy outlines the practice and procedure designed to address these impacts on the City.
- B. This policy applies to all employees and all applicants for employment with the City. This policy, shall, to the extent possible, be interpreted in a manner consistent with the provisions of any collective bargaining agreement approved by the Council in the event of any irreconcilable inconsistency, then the respective collective bargaining agreement shall prevail.
- C. Compliance with the following rules is a condition of employment for all City employees. A violation of this policy or any of these rules may subject the employee to disciplinary actions, up to and including termination.
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 is prohibited at all times an employee is working, operating any City vehicle, is present on City premises, or is conducting City related work off-site.
 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 be considered to have violated this policy.
 3. An employee who has a commercial driver's license or regular driver's license expire, revoked, or suspended shall notify their Department Director prior to employee's return to work and immediately discontinue operation of any City vehicle. Failure to do so will result in disciplinary action, up to and including termination.
 4. If an employee's position requires a commercial driver's license or regular driver's license and the employee's commercial driver's license or regular driver's license is expired, revoked or suspended, the employee's employment will result in disciplinary action up to and including termination.
 5. Any illegal drugs or drug paraphernalia found at the workplace or in the possession of an employee while on duty will be turned over to an appropriate law enforcement agency.

6. An employee must notify his/her Department Director in writing of any on-duty or off-duty criminal drug or alcohol related allegation, citation, 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 workplace, no later than five (5) calendar days after such allegations, citation, incident or violation.
 7. The use of drugs/medicines prescribed by a licensed medical practitioner will be permitted provided that it will not and in fact does not adversely affect work performance, nor impair the employee's ability to safely operate equipment or machinery. The City reserves the right to have a licensed medical provider who is familiar with the employee's medical history and assigned duties determine if use of a prescription drug will produce effects which will increase the risk of injury to the employee or others while the employee is working. The City may limit or suspend the work activity of the employee during the period that the medical provider advises that the employee's ability to perform their job safely may be adversely affected by medication. Any employee who has been informed by their physician, health care provider, 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 their supervisor prior to using the medication while at work.
 6. Use of a legally prescribed controlled substance or medication which may adversely affect an employee's ability to safely perform the job must be disclosed by the employee to their supervisor prior to its use while at work. Any accommodations for the use of that prescription must be approved by the Human Resources Department and the employee's supervisor in a manner that provides for the safe performance of the employee's job.
- 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 XXXVIII.D.1. of this policy. The term "DOT regulated positions" 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 XXXVIII.D.2 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 their job. No employee shall have used alcohol or controlled substances within four (4) 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 their blood alcohol concentration is two tenths (0.02) or greater.

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 disqualifies applicants from employment. Additionally, this applies to current employees who are transferring from a non-DOT regulated position to a City DOT regulated position.
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:
 - i. Direct observation of drug use or possession.
 - ii. Direct observation of the physical symptoms of being under the influence of drugs or alcohol, such as impairment of motor functions or speech.
 - iii. A pattern of abnormal conduct or erratic behavior.

- iv. 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.
 - v. 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 the Human Resources Department prior to submitting the employee for testing when possible. If not possible prior to testing, the form should be returned to the Human Resources Department as soon as possible.

d. 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:
 - i. The accident results in a fatality or
 - ii. 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 twenty-four (24) hours for drug testing. Any employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until they undergo 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 their selection for a test, they 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 their 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 their position duties immediately and will lead to disciplinary action up to and including termination. Any employee who challenges 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 Department 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 Department
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. Any employee whose position requires a CDL or regular driver's license, who loses their CDL or regular driver's license due to a positive drug or alcohol test or a DUI will be immediately removed from their position. The employee will be placed on administrative leave pending a disciplinary hearing procedure. The employee will be subject to discipline up to and including termination.
4. 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.
5. 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.
 6. 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.
 7. 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 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 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 will follow the testing guidelines and minimum thresholds established by the DOT as set forth in Sections XXXVIII.D.1.f-h.

XXXVII. SOCIAL MEDIA:

- A. Purpose. The City supports the use of social media to enhance communications from the City and inform the public about the missions of its Departments.

Social media accounts provide general interest information to the community about City services, issues, news, programs, and activities. City social media accounts are also an important tool in providing emergency communications.

This policy establishes guidelines for City use of social media including guidelines and procedures that govern the creation, use, and administration of all official City social media accounts.

- B. **Limited Public Forum.** City social media accounts are limited public forums under the First Amendment; therefore, all content published is subject to monitoring and is considered a public record. City social media accounts shall provide notice to site visitors regarding the City's standards of use. The City social media account administrator must post the City's standards of use prominently on all of the City social media accounts. Social media sites are generally third-party owned. User-generated posts may be reported and/or rejected when the content violates legal standards of use. Prior to rejecting or removing user-generated posts, the City's social media account administrator shall consult with the City Attorney's Office.
- C. **Creation of City Social Media Accounts.** City social media accounts may be created only with approval from the Office of the Mayor and, for Departmental sites, the appropriate Department Director. All City social media accounts shall follow the City's Graphical Standards Manual and must include the City's standards for use statement.

Guidelines for administration and posting on City social media accounts are governed by the established Social Media Guidelines and Procedures administered through the Office of the Mayor and the Public Information Officers a copy of which may be obtained from any Public Information Officer.

City social media accounts will be regularly maintained by a site administrator who is approved by the Office of the Mayor and appropriate Department Director. Additionally, site administrator privileges shall be granted to the City's Public Information Officers to serve as secondary administrators.

Only administrators or spokespeople officially authorized by the City may make official posts to City social media accounts. City's social media accounts are to be used for City and Department business purposes only.

City posted information shall follow professional standards for good grammar, spelling, brevity, clarity, and accuracy. Jargon, obscure terminology, or acronyms should be avoided when possible. City employees or authorized social media administrators recognize that the content and messages they posted on social media accounts are public and may be cited or considered to be official City statements.

City social media accounts may not be used for political purposes, to conduct private commercial transactions, or to engage in private business activities.

Social media should not be used to circumvent other City communication policies, including the news media policy. City employees who are administering official City social media accounts may not publish information on those accounts that include:

1. Confidential information;
2. Profanity, racist, sexist, or derogatory content or comments;
3. Partisan political views; or
4. Commercial endorsements or “spam”.

Memorandum

File #: 21-432

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Friday, March 4, 2022
DEPARTMENT: Municipal Services

Subject

Bid IF-22-11, Niche Columbarium for Parks and Recreation

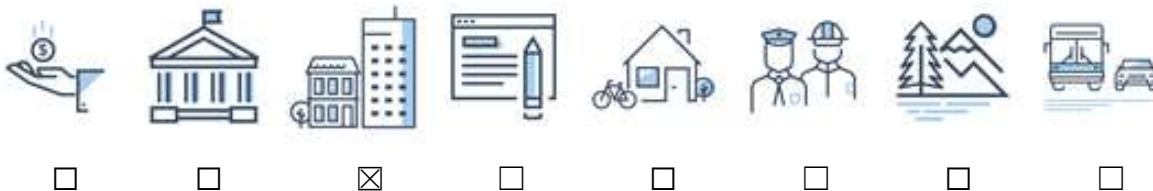
Council Action Desired

☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
 Accept and approve the lowest responsive responsible bidder, Monument Warehouse, LLC., for a total of \$84,300.00 (or take other action deemed appropriate).

Description, Background Information & Purpose

This request is to construct a new niche wall at Rosehill Cemetery.

Alignment with City & Department Planning Objectives



The construction of the new niche wall at Rosehill Cemetery supports the well-planned growth and development community-oriented result by planning for infrastructure and public amenities needs in the community.

Interdepartmental Coordination

Parks and Recreation department representatives concur with the award recommendation.

Fiscal Impact

Funds to construct the new niche wall are within the 2021/22 Parks and Recreation Cemetery division budget in the amount of \$80,000. The additional \$4,300 of funding needed will come from reprioritizing cemetery operating funds.

Legal Review

The City Attorney concurs that the desired Council action is within State Statute.

			VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4
Vendor			Idaho Falls Monument	Monument Warehouse, LLC		
City			Idaho Falls, ID	Elberton, GA		
DELIVERY TIME	6 - 8 Months		180 Days			
Price Per Each	\$28,982.00		\$28,100.00			
Lump Sum Price	\$86,946.00		\$84,300.00			

File #: 21-441

City Council Meeting

FROM: Rick Cloutier, C.M., Airport Director
DATE: Monday, March 7, 2022
DEPARTMENT: Airport

Subject

City Council Acting as Idaho Falls Airport Board

Council Action Desired

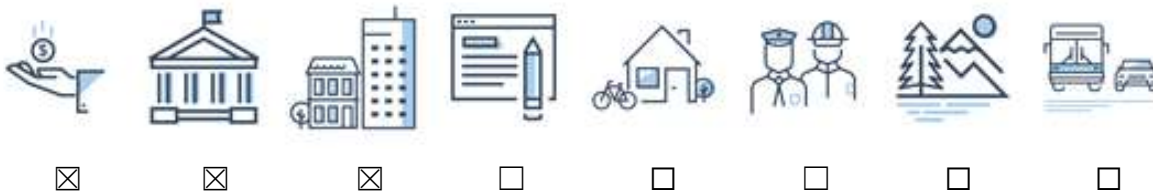
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

To approve the policy and procedures manual for the Idaho Falls Regional Airport (or take other action deemed appropriate).

Description, Background Information & Purpose

IDA is a city-owned enterprise funded largely by FAA grants-with other federal funds. Governance at IDA therefore must focus both fiduciary duty and management efforts on grant assurances, while at the same time ensuring that the passenger experience at IDA is convenient, comfortable, and safe. Throughout the airport management profession, these goals are met with board management. After a period of meeting in "Airport Leadership Workshops," the Idaho Falls City Council is well suited to oversee airport policy, management, and overall disposition of federal and local funds. Approval of this manual will memorialize the practice of the City Council serving as the Idaho Falls Airport (IDA) Board of Directors.

Alignment with City & Department Planning Objectives



Meeting as a Board of Directors represents best practice in financial management, airport infrastructure management, and good governance by facilitating transparency of airport operations.

Interdepartmental Coordination

N/A

Fiscal Impact

N/A

Legal Review

The Policy and Procedure Manual was prepared by the City Attorney Department.



POLICY & PROCEDURE MANUAL

NUMBER: 22-POL-00
SECTION: Board Policies
SUBJECT: City Council Acting as Idaho Falls Airport Board

Approved by City Council on March 10, 2022

I. Purpose of the Policy

Memorialize practice of City Council acting as the Idaho Falls Airport (IDA) Board of Directors. This policy identifies best practices for the Board of Directors in terms of meeting periodicity and identifies key regional meetings that members are encouraged to attend on behalf of the airport.

II. Policy Statement

Idaho Falls Airport, a municipally owned primary nonhub airport, is governed by the Mayor and City Council of Idaho Falls. The Mayor and City Council act as the Board of Directors setting and approving policies such as: service policy, rates and fees, and strategic direction. The Mayor functions as the President of the Board. The Board directs the Director of Aviation to carry out policies as set by the Board of Directors. Functioning as a Board of Directors requires attendance at airport meetings, training and general industry education as necessary to govern the enterprise with an understanding of challenges and opportunities unique to the aviation industry, and adherence to Federal Aviation Administration (FAA) law, rules, and policies. Transportation Security Administration (TSA), and other Federal, State, and Local laws, rules, regulations, and policies governing commercial and civil aviation.

III. Procedure:

The Mayor and City Council meet regularly (usually quarterly) as the IDA Board of Directors. These meetings are scheduled on days and times as agreed to by

the Mayor and Council.

Regular meetings provide staff the opportunity to deliver briefings related to industry issues that affect the airport. Board meetings cover a broad array of topics and items, including but not limited to setting and reviewing strategic areas of focus, monitoring progress with respect to strategic direction, monitoring financial condition, reviewing aviation risks and strategies, providing policy level direction to the Director of Aviation, and maintaining a general understanding of the unique challenges a regional airport faces.

Board meetings are not typically used for City Council action unless it is approval of an internal policy or agreement that directs the management and operations of the airport. Formal actions such as ordinance changes, rate/fee changes, vendor contract approvals, bid awards, etc. normally will be scheduled for City Council action through the established procedure for the biweekly City Council meetings.

In addition, the American Association of Airport Executives (AAAE) and Airports Council International (ACI) provide additional resources and trainings to better understand the aviation industry. The AAAE has seven regional chapters which provide conferences/symposiums on areas such as finance, operations, and leadership for members to attend. ACI also provides trainings in security, operations, leadership, and airport economics. IDA Board of Directors are encouraged to attend these conferences as recommended by the Director of Aviation.

Idaho Falls Airport also contracts with The Ferguson Group in Washington DC providing consulting and advocacy for the airport in the nation's capital. Occasional travel to meet with The Ferguson Group to discuss issues affecting IDA may be necessary.

All travel is subject to Idaho Falls Airport budget availability and is paid by IDA in accordance with the City Travel Policy.

IV. Change History.

Revision	Date	Action	Name of Editor
0	3/1/2022	Create Board Policy	

Memorandum

File #: 21-439

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Thursday, March 3, 2022
DEPARTMENT: Public Works

Subject

Iona Bonneville Sewer District (IBSD) - Request for Sewer Service Area Expansion

Council Action Desired

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

Approval of the request to expand the Sewer Service Area for IBSD (or take other action deemed appropriate).

Description, Background Information & Purpose

Public Works is in receipt of a request from the IBSD to increase the District's sewer service area boundary by 102.68 acres. The proposed expansion included two separate areas. Exhibit A is for inclusion of 20.181 acres of property located generally east of North 45th East and north of East 49th North. Exhibit B is for inclusion of 82.499 acres of property located generally west of North 55th East and north of East 65th North.

Section 8 of the Cooperative Agreement for Sewage Collection and Treatment between Idaho Falls and the District requires that enlargements to the sewer service area be approved by the City of Idaho Falls. The City had previously requested that the District not expand its sewer service area unless alternative means were secured for sewage to reach the Wastewater Treatment Plant. Currently, the Sunnyside Sanitary Sewer Trunk line carries all flow from the District to the Plant. The District did reduce its service area in response to our request and is approximately 114.83 acres smaller than when originally requested by the City.

The District's sewer service area would still be approximately 12.15 acres smaller than it was in 2016, if this request is approved.

Alignment with City & Department Planning Objectives





This request is in conformance with community-oriented results of well-planned growth and development and environmental sustainability.

Interdepartmental Coordination

N/A

Fiscal Impact

Expansion of the sewer service area will have no out of pocket expense to the city.

Legal Review

N/A

2022-20

Exhibit A

February 23, 2022

1" = 300'

IDAHO FALLS
PUBLIC
WORKS



**Proposed IBSD
Service Area Annexation**

**Jaynes Vonnie Rockwood
& Rockwood Farms
20.181 Acres**

N 45th E

E 49th N

N 44th E

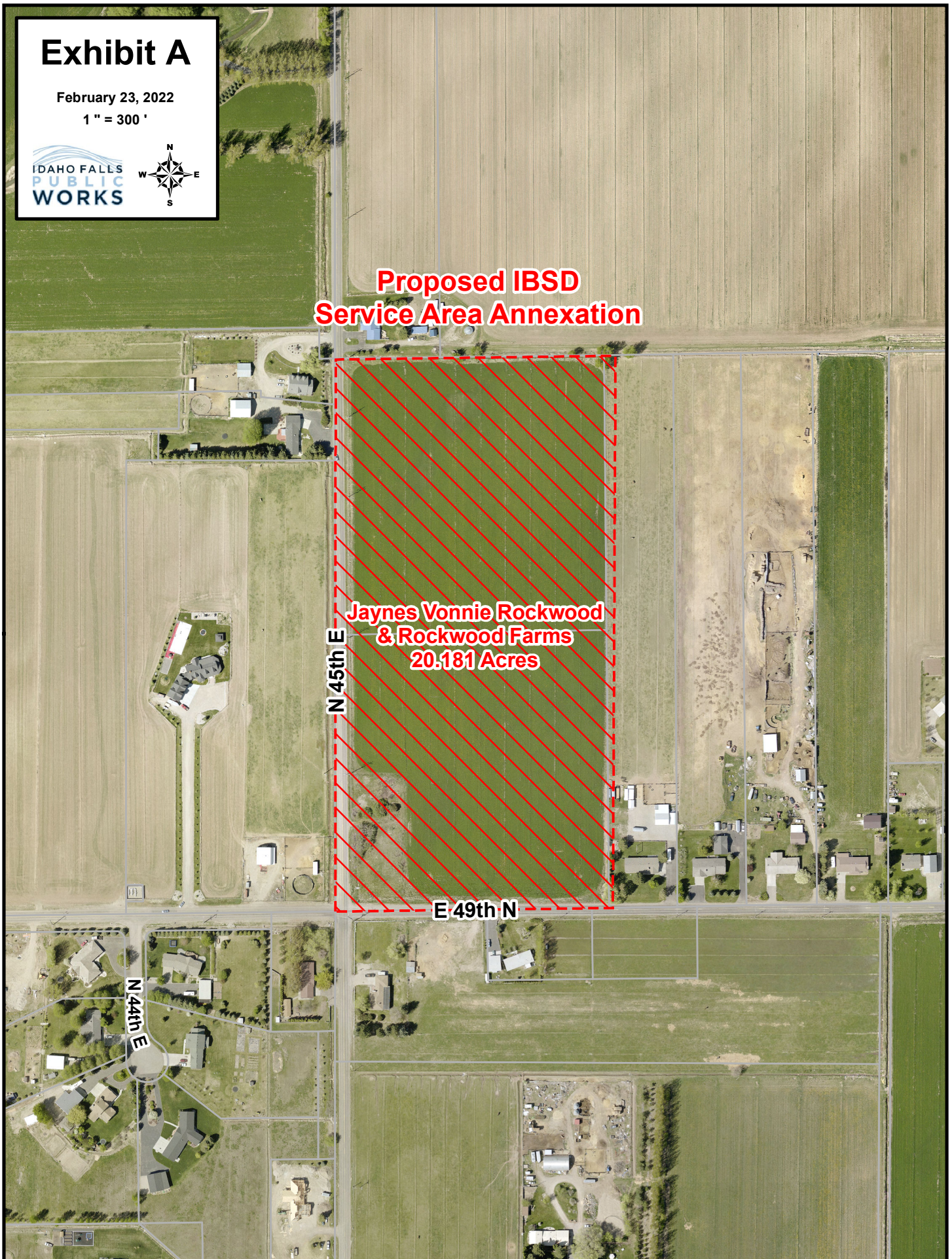


Exhibit B

February 23, 2022

1" = 500'

IDAHO FALLS
PUBLIC
WORKS



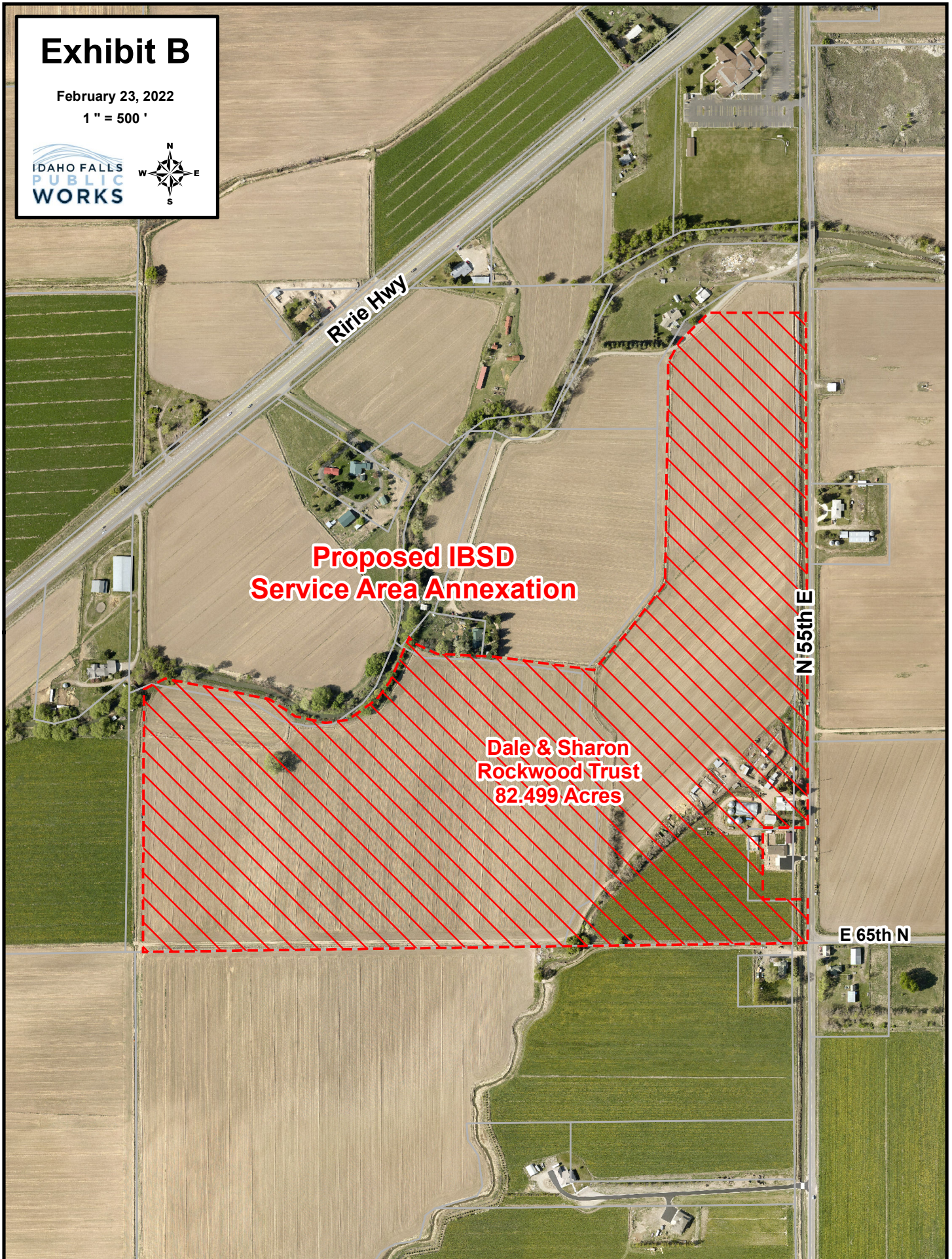
Ririe Hwy

**Proposed IBSD
Service Area Annexation**

**Dale & Sharon
Rockwood Trust
82.499 Acres**

N 55th E

E 65th N



Memorandum

File #: 21-426

City Council Meeting

FROM: Brad Cramer, Director
DATE: Thursday, February 24, 2022
DEPARTMENT: Community Development Services

Subject

Development Agreement, Final Plat and Reasoned Statement of Relevant Criteria and Standards, Riverfront Luxury Townhomes Division 1.

Council Action Desired

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

1. Approve the Development Agreement for Riverfront Luxury Townhomes Division 1 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).
2. Accept the Final Plat for Riverfront Luxury Townhomes Division 1 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).
3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Riverfront Luxury Townhomes Division 1 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is the application for the Development Agreement, Final Plat and Reasoned Statement of Relevant Criteria and Standards for the Riverfront Luxury Townhomes Division 1. The Planning and Zoning Commission considered this item at its April 20, 2021, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



Consideration of the Final Plat must be consistent with the principles of the Comprehensive Plan and Zoning Ordinance, which include many policies and goals related to Good Governance, Growth, Sustainability, Transportation, and Livable Communities.

Interdepartmental Coordination

The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, Water, Planning, Sewer, Engineering, Survey, and Parks and Rec


Fiscal Impact

NA






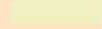

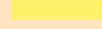









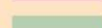
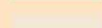



Legal Review

This application has been reviewed by the City Attorney pursuant to applicable law.

Legend

-  Townhomes
-  City Limits
-  Area of Impact

Overlays

-  PT
-  PT&T-1
-  PUD
-  T-1
-  T-2
-  RE
-  RP
-  R1
-  R2
-  TN
-  RMH
-  R3
-  R3A
-  PB
-  DT
-  CC
-  LC
-  HC
-  R&D
-  LM
-  I&M
-  P



Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276





SURVEYOR'S CERTIFICATE

I, Rodney L. Ellsworth, a licensed professional land surveyor in the State of Idaho, do hereby certify that the survey of this subdivision, designated as Riverfront Luxury Townhomes, Division No. 1, was made under my direction, and that said subdivision is truly and correctly surveyed and staked as provided by law and in accordance with the accompanying plat as described hereon.



SURVEYOR'S NARRATIVE

CLIENT REQUESTED A RE-PLAT OF LOTS 18-24, BLOCK 22, HIGHLAND PARK ADDITION, AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, INSTRUMENT NO. 1597107, AS WELL AS THE EAST 141.00 FEET OF PARK VILLAGE ADDITION, AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, INSTRUMENT NO. 611373, TO THE NORTH RIGHTS-OF-WAY OF HIGHWAY ST.

A FOUND 1/2" IRON ROD WITH PLASTIC CAP STAMPED L.S. NO. 8795 WAS FOUND ON THE NORTHWEST CORNER OF LOT 24, BLOCK 22, HIGHLAND PARK ADDITION, INSTRUMENT NO. 1597107. A FOUND 1/2" IRON ROD WITH A PLASTIC CAP STAMPED L.S. NO. 8252 WAS FOUND 105.00 FEET TO THE EAST OF THE FOUND 1/2" IRON ROD STAMPED L.S. NO. 8795. THESE MONUMENTS WERE USED TO DETERMINE THE SOUTH LINE OF PRESTO STREET. A FOUND 1/2" IRON ROD WITH PLASTIC CAP STAMPED L.S. NO. 8252 THAT CONTROLS THE SOUTH LINE OF PRESTO STREET. A 1/2" IRON ROD WITH NO CAP WAS FOUND 155.28 FEET SOUTH OF THE BEFORE MENTIONED 1/2" IRON ROD WITH PLASTIC CAP STAMPED L.S. NO. 8252, AND ACCEPTED TO BE THE SOUTHEAST CORNER OF LOT 18, BLOCK 22, HIGHLAND PARK ADDITION, INSTRUMENT NO. 1597107. THESE MONUMENTS WERE USED TO DETERMINE THE WEST LINE OF LATAH AVENUE.

A FOUND 1/2" IRON ROD WITH NO CAP WAS FOUND 20.00 FEET WEST OF THE TRUE SOUTHEAST CORNER OF LOT 1, BLOCK 22, HIGHLAND PARK ADDITION, INSTRUMENT NO. 1597107, AND ACCEPTED AS THE POINT OF TANGENT MONUMENT ON THE NORTH RIGHTS-OF-WAY LINE OF HIGHWAY STREET AS SHOWN ON PARK VILLAGE ADDITION, DIVISION NO. 1, INSTRUMENT NO. 611373. THIS MONUMENT, AS WELL AS A FOUND 1/2" IRON ROD WITH PLASTIC CAP, STAMPED L.S. NO. 8252, THAT WAS FOUND 226.88 FEET TO THE WEST, AND ACCEPTED AS THE POINT OF CURVE MONUMENT SHOWN ON PARK VILLAGE ADDITION, DIVISION NO. 1, INSTRUMENT NO. 611373, 227.01 FEET FROM SAID POINT OF TANGENT MONUMENT. THESE MONUMENTS WERE USED TO DETERMINE THE NORTH LINE OF HIGHWAY STREET, AND USED AS THE SOUTH LINE OF THE PROPOSED PLAT.

A 1/2" IRON ROD WITH PLASTIC CAP STAMPED L.S. NO. 8795 WAS FOUND 325 FEET SOUTH OF THE SOUTH RIGHT-OF-WAY OF PRESTO STREET, AND MATCHED THE LOCATION OF AN ALTA / ACSM SURVEY DONE BY MOUNTAIN RIVER ENGINEERING, AS THE WEST SIDE OF THE ALLEY PLATTED IN HIGHLAND PARK ADDITION. THIS MONUMENT WAS USED TO DETERMINE THE WEST LINE OF THE PROPOSED SUBDIVISION PLAT.

FOUND MONUMENTS ARE AS SHOWN. SECTION LINE BASIS OF BEARING IS CITY OF IDAHO FALLS 2004 COORDINATE SYSTEM.

ATTACHED HOMES NOTIFICATION

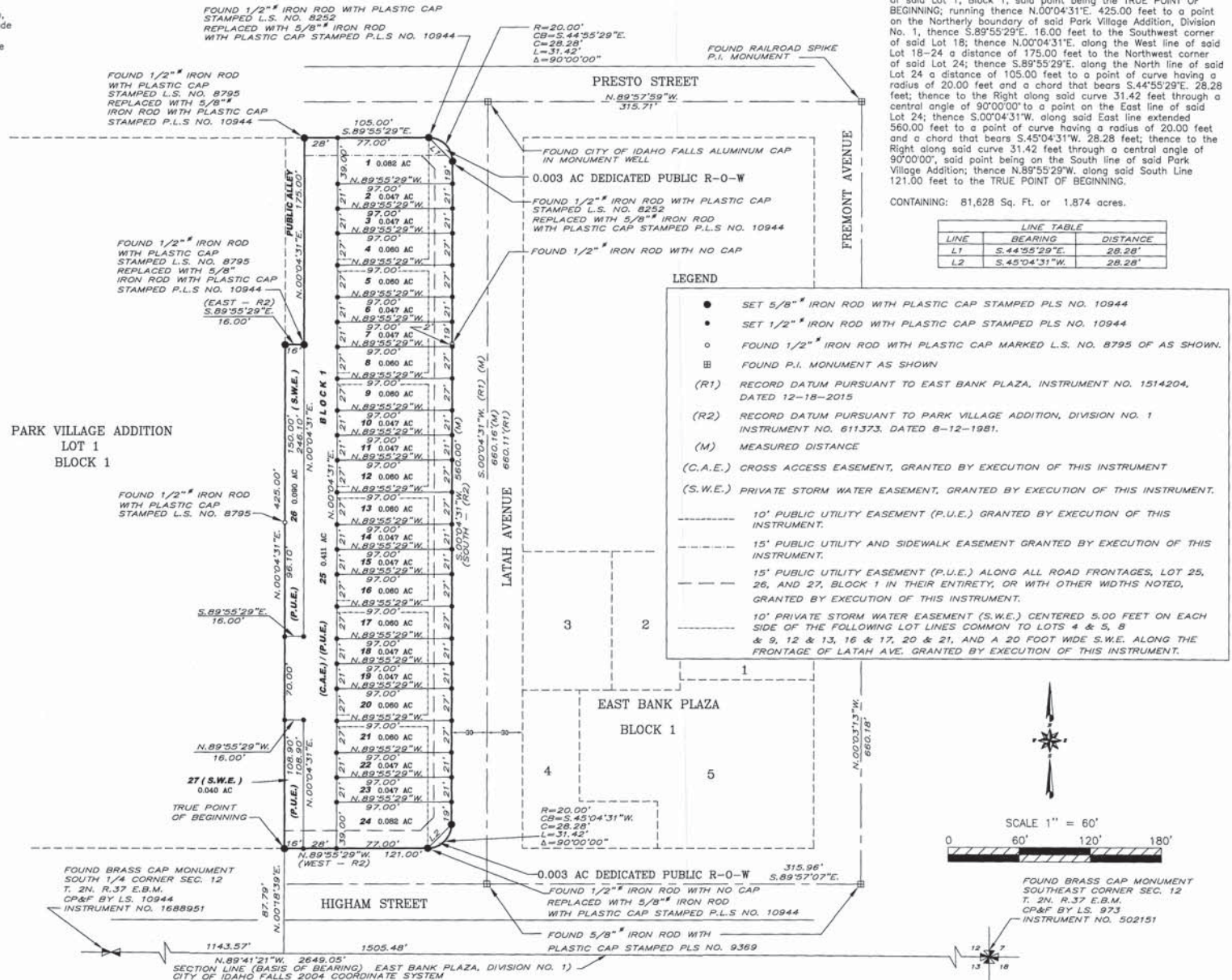
Lots 1-24, Block 1 are platted for use by attached single unit dwellings as permitted by the Comprehensive Zoning Ordinance. Other residential use types shall be required to meet the standards of the Comprehensive Zoning Ordinance, as it is amended from time to time.

NOTES

Lot 25 in its entirety is a public utility easement, and a cross access easement to lots 1-24. Lot 26 and Lot 27, Block 1 in their entirety are private storm water easements, as well as public utility easements.

THIS REGION LIES WITHIN THE NOISE IMPACT AREA OF IDAHO FALLS REGIONAL AIRPORT. APPROACHING AND DEPARTING AIRCRAFT FROM THE IDAHO FALLS REGIONAL AIRPORT CAN BE EXPECTED TO FLY OVER THIS PROPERTY AT APPROVED AND PRESCRIBED ALTITUDES. PROPERTY OWNERS AND OCCUPANTS WILL EXPERIENCE NOISE LEVELS FROM AIRCRAFT ENGINES. NOISE LEVELS MAY BE INTERMITTENT AND WILL VARY DEPENDING ON THE LOCATION, APPROACH AND DEPARTURE REQUIREMENTS, FREQUENCY, AND TYPE OF AIRCRAFT.

RIVERFRONT LUXURY TOWNHOMES, DIVISION NO. 1 A SUBDIVISION OF THE CITY OF IDAHO FALLS BONNEVILLE COUNTY, IDAHO BEING A RE-PLAT OF LOTS 18-24, BLOCK 22, HIGHLAND PARK ADDITION AND BEING A RE-PLAT OF PART OF LOT 1, BLOCK 1, PARK VILLAGE ADDITION, DIV. NO. 1 PART OF THE S.E. 1/4 OF SECTION 12 TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN



STAFF REPORT

Final Plat Riverfront Luxury Townhomes, Division No. 1 March 10, 2022



Community
Development
Services

Applicant: Connect Engineering

Location: Generally North of Higham St, East of the Snake River, South of Presto St, West of Latah Ave.

Size: Approx. 1.874 acres

Residential Lots: 24

Common lot for rear access

Density: 12.8 units per acre

Allowed Density: 17 units

Existing Zoning: R2

North: R1

South: LC

East: R1/PT Overlay

West: R2

Existing Land Uses:

Site: Vacant

North: Residential

South: Commercial

East: Commercial

West: Vacant/ Residential

Future Land Use Map:

Urban Core

Attachments:

1. Subdivision and Zoning Ordinance Requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos

Requested Action: To **approve** the final plat for Riverfront Luxury Townhomes, Division No. 1

History: This property is part of the Original Townsite. It was annexed into the Village of Idaho Falls in 1906. A majority of the property has been zoned R2 since 1987. A small portion of the property, at the corner of Latah and Presto was rezoned from PB to R2 in January of this year.

Staff Comments: The property is zoned R2. The final plat includes 24 residential with common lots on the west side of the plat that will serve as access for the homes that will face Latah Avenue.

When this area was platted as part of the original town site the lots were 25' X 125'. This area was replatted in 1981 as one large lot to accommodate the development of condominiums. Condos were constructed in the northwest corner of this area, but not on the remaining portion of the property.

The proposed lots will be for attached multi-unit structures; 2 or more dwelling units attached by a common wall, where each dwelling is on a separate lot. The lots will range in width from 21 to 27 feet and 97 feet long with common access from the rear.

Currently, Latah Avenue has no curb, gutter and sidewalk on the west side. As part of the platting and development the street will be brought up to city standards.

The property lies within the Limited Development Airport Overlay Zone. Residential development is allowed within this zone, but an airport disclosure note is required on the plat prior to recording.

Staff Recommendation: Staff has reviewed the final plat and finds that it complies with the subdivision ordinance and the development standards of the R2 Zone. Staff recommends approval of the plat.

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

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	NA
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	X
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
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 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.	NA
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	No new Streets

Comprehensive Plan Policies:

Residential development should reflect the economic and social diversity of Idaho Falls. New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces, and streets. (p.40)

Higher density housing should be located closer to service areas and those streets designed to move traffic, such as arterials and collectors, with access only to the collector streets. Apartments and townhouses are located adjacent to arterial and collector streets for two reasons. Larger lots necessary for higher density housing

offer opportunities for building layout, setbacks, and buffering with berms and fences to minimize the impact of street noise. If apartments and townhouses are located close to arterial streets, traffic from apartments will not move through neighborhoods. However, higher density housing should still be clustered: it should not be used to line arterial streets. (p. 43)

Land Use Categories: (p. 63)

Planned Transition: Arterial street areas where land uses are changing.

Encourage development in areas served by public utilities or where extension of facilities are least costly.
(p. 67)

Zoning Ordinance:

11-3-3: PURPOSE OF RESIDENTIAL ZONES

(D) R2 Mixed Residential Zone. This zone provides a residential zone characterized by smaller lots and dwellings, more compact and denser residential development; and higher volumes of vehicular and pedestrian traffic than are characteristic of the RE, RP and R1 Zones. The principal uses permitted in the R2 Zone shall be one (1), two (2), three (3), and four (4) dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.

Dwelling, Single Unit Attached	A structure containing two (2) dwelling units attached by a common wall or walls, where each dwelling unit is located on a separate lot.
Dwelling, Single Unit Detached	A structure consisting of only a single dwelling unit separated from all other dwelling units by open space.

11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft ²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft ²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25*	25*
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	24	*			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	8

*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.

April 20, 2021

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Gene Hicks, Natalie Black, George Morrison, Joanne Denney.

MEMBERS ABSENT: Margaret Wimborne, Lindsey Romankiw, Arnold Cantu

ALSO PRESENT: Assistant Planning Directors Kerry Beutler, Naysha Foster, Caitlyn Long and interested citizens.

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

CHANGES TO AGENDA: None.

MINUTES: Morrison moved to approve the Minutes of the March 16, 2021 with requested corrections, Hicks seconded the motion and it passed unanimously.

Business:

4. PLAT 21-008: FINAL PLAT. Final Plat for Riverfront Luxury Townhomes, Division No. 1.

Applicant: Blake Jolley, Connect Engineering, 1150 Hollipark Drive, Idaho Falls, Idaho. Jolley indicated that this is a straightforward request to plat these parcels that are just off Latah.

Dixon asked if there is storm retention. Jolley stated that the storm water developed on the lots, will be contained on the lots, and as part of the plat they will be required to finish Latah so it will be improved to City standards.

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

Black asked what the long lot on the back is for. Beutler stated that the long lots are for rear loaded access into the properties.

Morrison asked about the spaces on the front of the lot. Beutler stated that the east side is Latah that runs down the east. Beutler stated that they will have smaller pads of green space, and immediate access to the park.

Dixon asked if there is any cross access with the existing condos. Beutler is unaware of any existing easements or agreements.

Morrison would like to see more open space, even though it is close to the park. Morrison doesn't want to set a precedent.

Black asked if this has landscaping requirements. Beutler stated that they will have to meet the requirements for that zone as they develop each lot. Black asked if there will be rear parking. Beutler stated that he understands they will load from the rear which will help with street scape along Latah, so there aren't driveways breaking up the sidewalk, but rather a nice street scape with the front of buildings and rear access.

Morrison asked if there is tandem parking. Beutler stated that they will have to meet the parking requirements for the zone (2 parking spaces for each unit). Morrison asked if they are part of the HOA for the other units. Dixon stated that it appears to be independent, and Beutler agreed.

Morrison moved to recommend to the Mayor and City Council approval of the Final Plat for Riverfront Luxury Townhomes, Division No. 1, as presented, Denney seconded the motion. Dixon called for roll call: Black, yes; Denney, yes; Hicks, yes; Morrison, yes. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF RIVERFRONT LUXURY TOWNHOMES, DIVISION NO. 1, LOCATED GENERALLY NORTH OF HIGHAM ST, EAST OF THE SNAKE RIVER, SOUTH OF PRESTO ST, WEST OF LATAH AVE

WHEREAS, the applicant filed an application for a final plat on February 23, 2021; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on April 20, 2021; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on March 10, 2022; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. 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.
2. The property is an approximate 1.874 acre parcel located generally North of Higham St, East of the Snake River, South of Presto St, West of Latah Ave
3. The property is zoned R2.
4. The plat includes 24 residential lots, all of which meet the minimum standards for the R2 Zone for attached dwellings.
5. The proposed lots will be for attached multi-unit structures.
6. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
7. The proposed development is consistent with the principles of the City's Comprehensive Plan.

II. DECISION

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

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2022

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT
RIVERFRONT LUXURY TOWNHOMES NO. 1

This DEVELOPMENT AGREEMENT RIVERFRONT LUXURY TOWNHOMES NO. 1 ("AGREEMENT"), made this _____ day of _____, 2022, by and between the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, ("CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and RIVERFRONT LUXURY TOWNHOMES, LLC., a limited liability company ("DEVELOPER"), whose mailing address is 2184 Channing Way #227, Idaho Falls, ID 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 "Subdivision"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and,

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer, and the Idaho Falls Planning and Zoning Commission, have recommended such development be allowed, subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to allow the development of the Subdivision within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines and other public improvements within the CITY; and

WHEREAS, DEVELOPER specifically waives DEVELOPER's right to protest development requirements 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 understands that the public improvements required herein are standards required pursuant to Idaho Falls City Code, Title 10, Chapter 1, and are authorized by Idaho Code §§ 67-6513 and 67-6518; and,

WHEREAS, DEVELOPER and CITY believe that without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Subdivision; and,

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this AGREEMENT, including Special Conditions for the Subdivision, are constructed; and,

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to Idaho Falls City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this AGREEMENT; 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 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 Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and,

WHEREAS, CITY is willing to approve the Subdivision to CITY, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. Approval of Subdivision. CITY hereby approves the Subdivision plat as described in Exhibit "A" attached hereto and made a part to this AGREEMENT by reference, and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines, storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas, electricity, fiber optic and irrigation facilities) and other public improvements contemplated within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted and considered for the Subdivision development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the Subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity), and irrigation facilities affected by the development of such phase or division of the Subdivision. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

3. Construction of Public Improvements. Unless otherwise agreed in the Special Conditions, DEVELOPER shall, at its expense, design and construct all public improvements shown in the Exterior Improvement Plans and Interior Improvement Plans. 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 and compliance to the Standard Specifications is a condition of this AGREEMENT.

4. Permits. DEVELOPER shall obtain all right-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.

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 within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

6. Corrected Improvement Plans. Prior to acceptance of any phase or division of the Subdivision, DEVELOPER will file "As Constructed"/ "As Built" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the Final Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such 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. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans 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 and shall execute and record an instrument documenting such acceptance. Acceptance of the Subdivision Improvements and recording the acceptance instrument 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.

8. 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 Improvement Plans 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.

9. 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.

10. Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho.

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the

Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

12. 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.

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct, at DEVELOPER's expense, 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.

14. 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 shown on the Improvement Drawings.

15. Construction Schedule Change. Any modification to the public improvements shown in the Improvement Drawings or to the construction phase limits shall be approved by City Engineer. Prior to said approval, revised Improvement Drawings shall be resubmitted to City Engineering Department showing the proposed changes.

16. 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.

17. 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.

18. 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 the Idaho Falls City Code; and
- F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

19. 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.

20. 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.

21. Irrigation District Release. Prior to the approval of the Subdivision plat, DEVELOPER shall obtain a certification upon the plat signed by any irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision. This certification shall state that the water rights for all property within the Subdivision have been transferred from the property and that all liens and assessments of such water delivery entity have been released.

22. Storm Water Discharge Certification. Prior to the acceptance and approval of Final Improvement Plans for any division or phase of the Subdivision, DEVELOPER shall obtain the certification of any Irrigation District, canal company or other entity into which any storm water from such phase or division will be discharged. The certification shall state that such water delivery entity has reviewed and approved the Final Improvement Plans for such phase or division and that the discharge of storm waters from such area into their canal or ditch in the manner shown in the Final Improvement Plans is approved and accepted by such entity.

23. Conflict With Standard Specifications. In the event of any conflict between the terms of this AGREEMENT or the Improvement Plans and the Standard Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of the Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and the Improvement Plans, the terms of this AGREEMENT shall prevail.

24. 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.

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

28. 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.

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

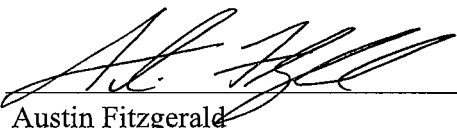
ATTEST:

CITY OF IDAHO FALLS, IDAHO

Kathy Hampton, City Clerk

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

RIVERFRONT LUXURY TOWNHOMES, LLC.

By _____
Austin Fitzgerald

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2022, 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 they are authorized to execute the same for and on behalf of said City.

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

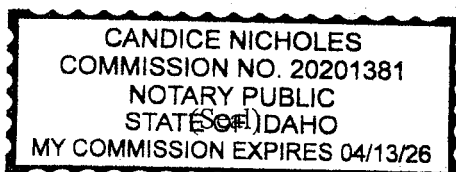
(Seal)

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

STATE OF Idaho)
) ss:
County of Bonneville)

On this 15th day of February, 2022, before me, the undersigned, a notary public, in and for said State, personally appeared Austin Fitzgerald, known or identified to me to be the authorized signator for Riverfront Luxury Townhomes, LLC., and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf of said company.

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



Came

Notary Public of Idaho
Residing at: Idaho Falls
My Commission Expires: 4/13/26

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION

Riverfront Luxury Townhomes
Division No. 1

Being a re-plat of Lots 18-24, Block 22, Highland Park Addition, to the City of Idaho Falls, Bonneville County, Idaho, and a portion of Lot 1, Block 1, Park Village Addition, Division No. 1, to the City of Idaho Falls, Bonneville County, Idaho, more particularly described as follows:

Commencing at the Southeast Corner of Section 12, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, running thence N.89°41'21"W. along the Section Line 1505.48 feet; thence N.00°18'39"E. 87.79 feet to the South line of said Lot 1, Block 1, said point being the TRUE POINT OF BEGINNING; running thence N.00°04'31"E. 425.00 feet to a point on the Northerly boundary of said Park Village Addition, Division No. 1, thence S.89°55'29"E. 16.00 feet to the Southwest corner of said Lot 18; thence N.00°04'31"E. along the West line of said Lot 18-24 a distance of 175.00 feet to the Northwest corner of said Lot 24; thence S.89°55'29"E. along the North line of said Lot 24 a distance of 105.00 feet to a point of curve having a radius of 20.00 feet and a chord that bears S.44°55'29"E. 28.28 feet; thence to the Right along said curve 31.42 feet through a central angle of 90°00'00" to a point on the East line of said Lot 24; thence S.00°04'31"W. along said East line extended 560.00 feet to a point of curve having a radius of 20.00 feet and a chord that bears S.45°04'31"W. 28.28 feet; thence to the Right along said curve 31.42 feet through a central angle of 90°00'00", said point being on the South line of said Park Village Addition; thence N.89°55'29"W. along said South Line 121.00 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO: existing easements of record.

CONTAINING: 81,628 Sq. Ft. or 1.874 acres.

EXHIBIT "B"

SPECIAL CONDITIONS

RIVERFRONT LUXURY TOWNHOMES DIVISION NO. 1

S-C 1.00 Arterial Street and Bridge Fees. The Bridge and Arterial Streets fee for this Subdivision is Four Thousand Eight Hundred Dollars \$4,800.00 (24 lots zoned residential at \$200 per lot); payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this AGREEMENT	\$ 480.00
May, 2022	\$ 1,080.00
August 1, 2022	\$ 1,080.00
November 1, 2022	\$ 1,080.00
February 1, 2023	\$ 1,080.00
TOTAL	\$ 4,800.00

S-C 2.00 Surface Drainage Fee. The surface drainage fee for this Subdivision is Six Hundred Twenty-Four dollars and Twenty-Four Cents \$612.24 (81,631 square feet net area at \$.0075 per square foot) payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this AGREEMENT	\$ 612.24

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 Existing Infrastructure. When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY right-of-way, DEVELOPER shall coordinate such activities with the applicable owner, (e.g., poles owned by PacifiCorp, dba Rocky Mountain Power). Any existing electrical infrastructure owned by PacifiCorp, dba Rocky Mountain Power, will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out, if any, is to be initiated by DEVELOPER following annexation.

S-C 5.00 Street Section Improvements for Latah Avenue. DEVELOPER shall be responsible for the design and construction of Residential Street (620 feet) improvements in Latah Street through the limits of the Subdivision in accordance with CITY Approved Improvement Drawings throughout the limits of this Subdivision. DEVELOPER shall be responsible for the construction costs per City Code 10-2-4 (D), DEVELOPER shall also provide for the landscaping in the park strip between the curb and the sidewalk. Maintenance of the landscape buffer shall be the responsibility of DEVELOPER or DEVELOPER'S heirs, successors, or assigns.

S-C 6.00 Subdivision Seal Coat. In order to preserve the long-term effectiveness of required roadway seal coat in the Subdivision, DEVELOPER shall pay all seal coat costs associated with Subdivision improvements rather than applying the seal coat. In lieu of DEVELOPER seal coat application, DEVELOPER shall pay Three Thousand Sixty-One Dollars and Thirty Cents (\$3,061.30) (1,265 square yards at \$2.42 per square yard). CITY shall use such payment to apply the required seal coat at a later date, when Subdivision building permits are completed and at CITY's sole discretion on timing.

S-C 7.00 Water Line Connection in Latah Avenue. CITY agrees to allow DEVELOPER to connect to the water main located in the Latah Avenue, subject to DEVELOPER's payment of the water main connection fees in the amount of Twenty-Seven Thousand Two Hundred and Eighteen Dollars (\$27,218.00; 620 feet currently at \$43.90 per foot), upon execution of this AGREEMENT, pursuant to Section 8-4-14 (C) of the City Code. Pursuant to Section 8-4-14 (B) of the City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual water system connection fees each time an individual water service line is connected to CITY water systems. Such fees shall be paid in the amounts and manner set forth in the relevant City Code Section.

S-C 8.00 Sewer Main Connection Fee Latah Avenue. CITY agrees to allow DEVELOPER to connect to the sewer previously constructed within the Subdivision, subject to DEVELOPER's payment of the sewer main connection charge pursuant to Section 8-1-23(C) of the City Code in the amount of Fifteen Thousand Nine Hundred Thirty-Four Dollars (\$15,634.00; 620 feet; currently at \$25.70 per foot). Mainline connection fee costs will be adjusted in the event that such connections are not made before CITY Fee Resolution rates are increased. Pursuant to Section 8-1-23(B) of the City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual sewer connection fees each time an individual sewer service line is connected to CITY sewer system. Such fees shall be paid in the amounts and manner set forth in the relevant City Code Section.

S-C 9.00 Storm Drainage. Storm Drainage shall be designed and constructed by DEVELOPER to accommodate drainage of the lots within this Subdivision. The storm drainage system shall comply with CITY Storm Drainage policy. The storm pond to be constructed as shown on the improvement drawings. DEVELOPER shall provide for the installation of grass and an irrigation system in the Subdivision. Maintenance of the storm pond shall be the responsibility of DEVELOPER or DEVELOPERS's heirs, successors, or assigns.

Memorandum

File #: 21-437

City Council Meeting

FROM: Brad Cramer, Director
DATE: Wednesday, March 2, 2022
DEPARTMENT: Community Development Services

Subject

Development Agreement, Final Plat and Reasoned Statement of Relevant Criteria and Standards, Sand Creek Estates Division 3.

Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Development Agreement for Sand Creek Estates Division 3 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).
 2. Accept the Final Plat for Sand Creek Estates Division 3 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).
 3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Sand Creek Estates Division 3 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is the application for the Development Agreement, Final Plat and Reasoned Statement of Relevant Criteria and Standards for Sand Creek Estates Division 3. The Planning and Zoning Commission considered this item at its September 7, 2021, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



Consideration of the Final Plat must be consistent with the principles of the Comprehensive Plan and Zoning Ordinance, which include many policies and goals related to Good Governance, Growth, Sustainability, Transportation, and Livable Communities

Interdepartmental Coordination

The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, Water, Planning, Sewer, Engineering, Survey, and Parks and Rec.

Fiscal Impact

NA

Legal Review

This application has been reviewed by the City Attorney pursuant to applicable law.

Legend

 Division 3


 City Limit

Overlays

 PT


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 PUD

 T-1

 T-2

Zoning


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 R1

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 R3

 R3A

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
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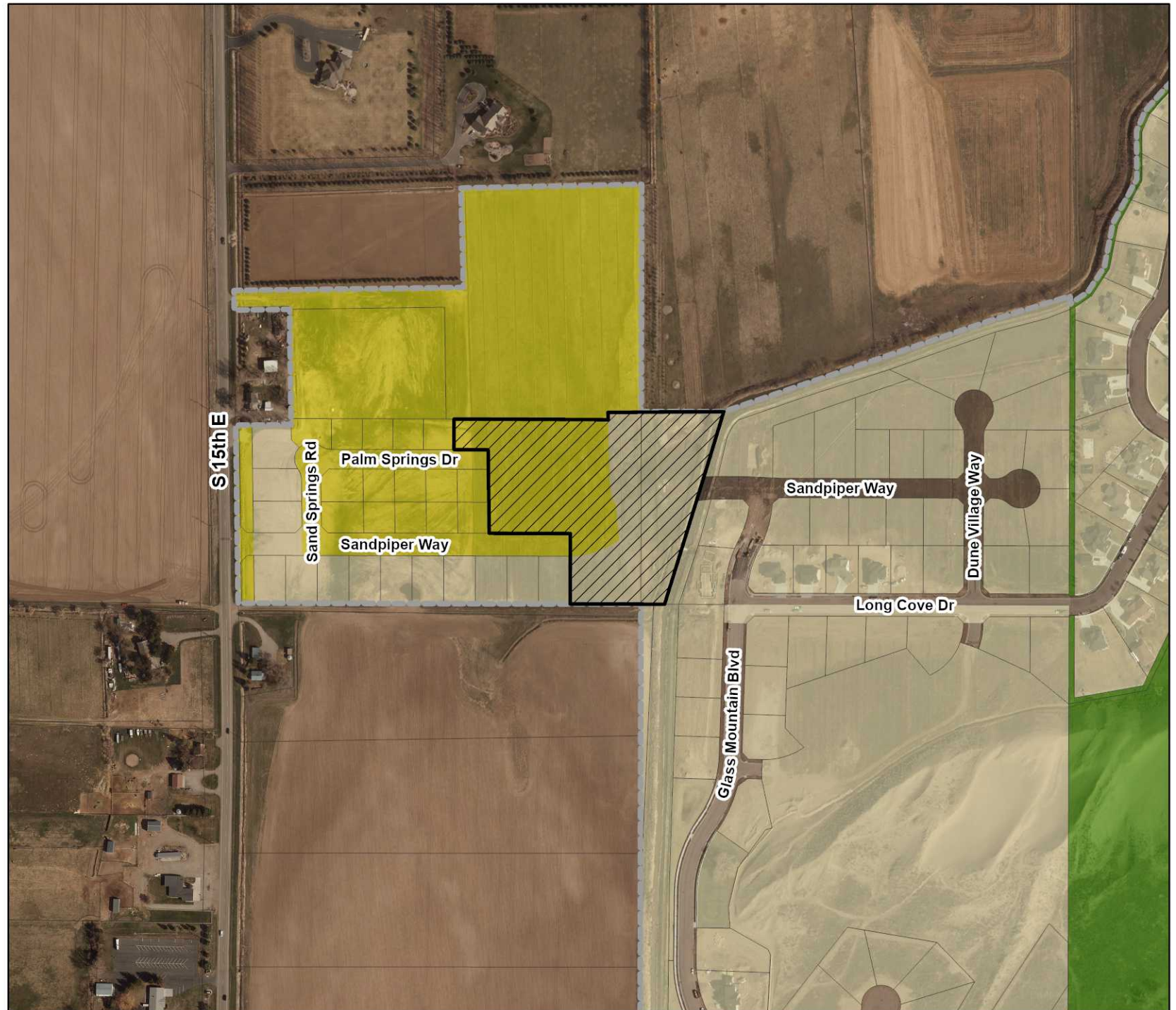
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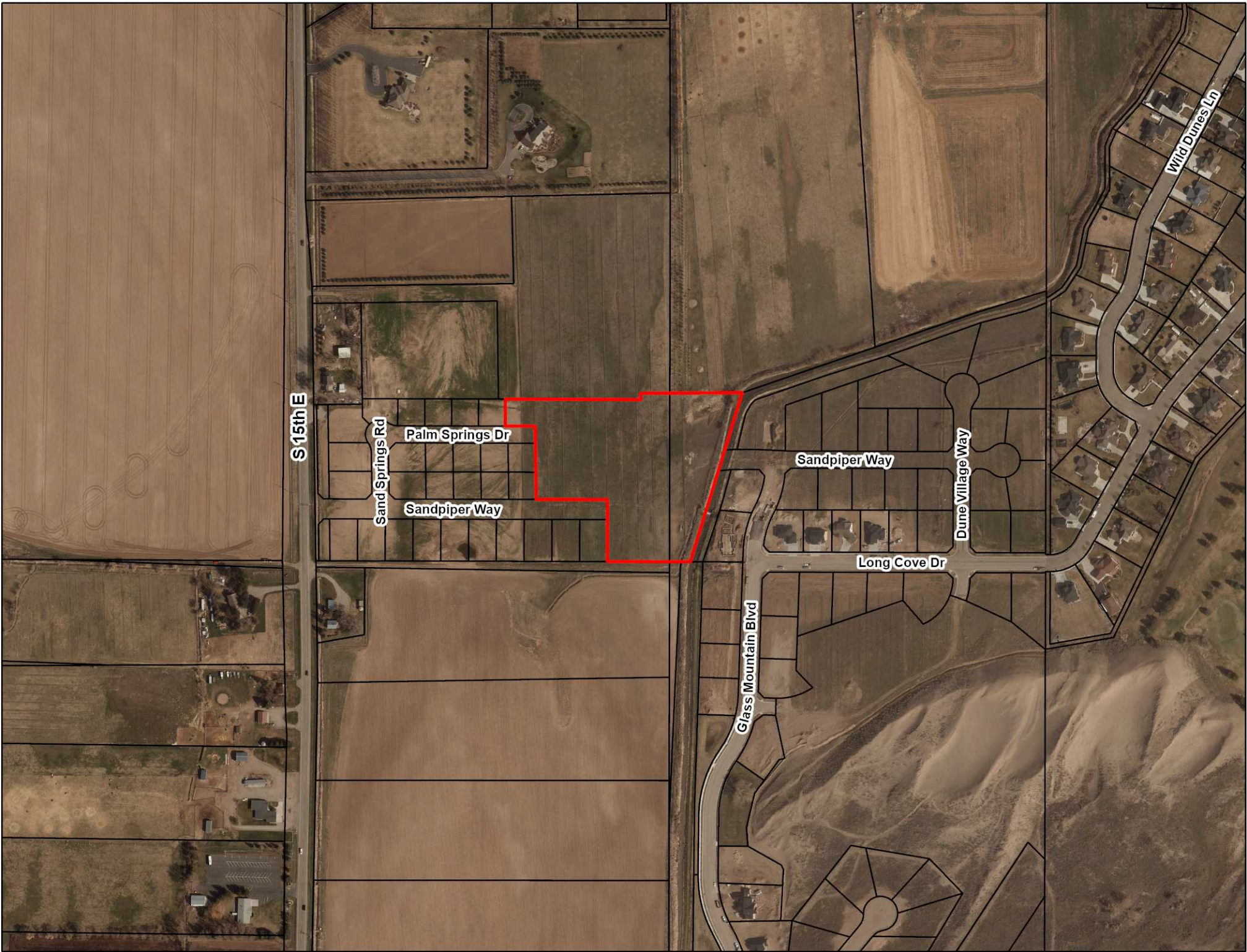
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Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276





INTERIOR MONUMENT COMPLETION CERTIFICATE

Pursuant to the requirements of I.C. §50-1331, I.C. §50-1332, and I.C. §50-1333, I, Justin M. Steffler, certify that the interior monuments shall be set in accordance with the requirements of I.C. §50-1303 on or before December 31st, 2022.

SAND CREEK ESTATES DIVISION NO. 3

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO,
BEING LOCATED IN THE S 1/2 OF THE NW 1/4 OF SECTION 4,
TOWNSHIP 1 NORTH, RANGE 38 EAST, BOISE MERIDIAN

BOUNDARY DESCRIPTION

Commencing at the Center Quarter corner of Section 4, Township 1 North, Range 38 East, B.M., Bonneville County, Idaho; thence N 89° 50' 15" W along the east-west center section line of said Section 4 for a distance of 1245.73 feet to the TRUE POINT OF BEGINNING;

Thence, N 89° 50' 15" W for a distance of 290.74 feet to a point lying on said east-west center section line, from which point the West Quarter corner of said Section lies N 89° 50' 24" W a distance of 1100.73 feet; Thence, N 00° 09' 27" E for a distance of 217.05 feet; Thence, N 89° 50' 32" W for a distance of 249.97 feet; Thence, N 00° 45' 51" W for a distance of 256.99 feet; Thence, N 89° 50' 16" W for a distance of 105.17 feet; Thence, N 00° 09' 44" E for a distance of 94.66 feet; Thence, S 89° 50' 16" E for a distance of 414.58 feet; Thence, N 01° 28' 03" W for a distance of 20.04 feet; Thence, N 88° 31' 57" E for a distance of 60.00 feet; Thence, N 88° 33' 55" E for a distance of 102.46 feet; Thence, S 89° 53' 24" E for a distance of 254.40 feet; Thence, S 17° 06' 04" W a distance of 620.39 feet to the TRUE POINT OF BEGINNING.

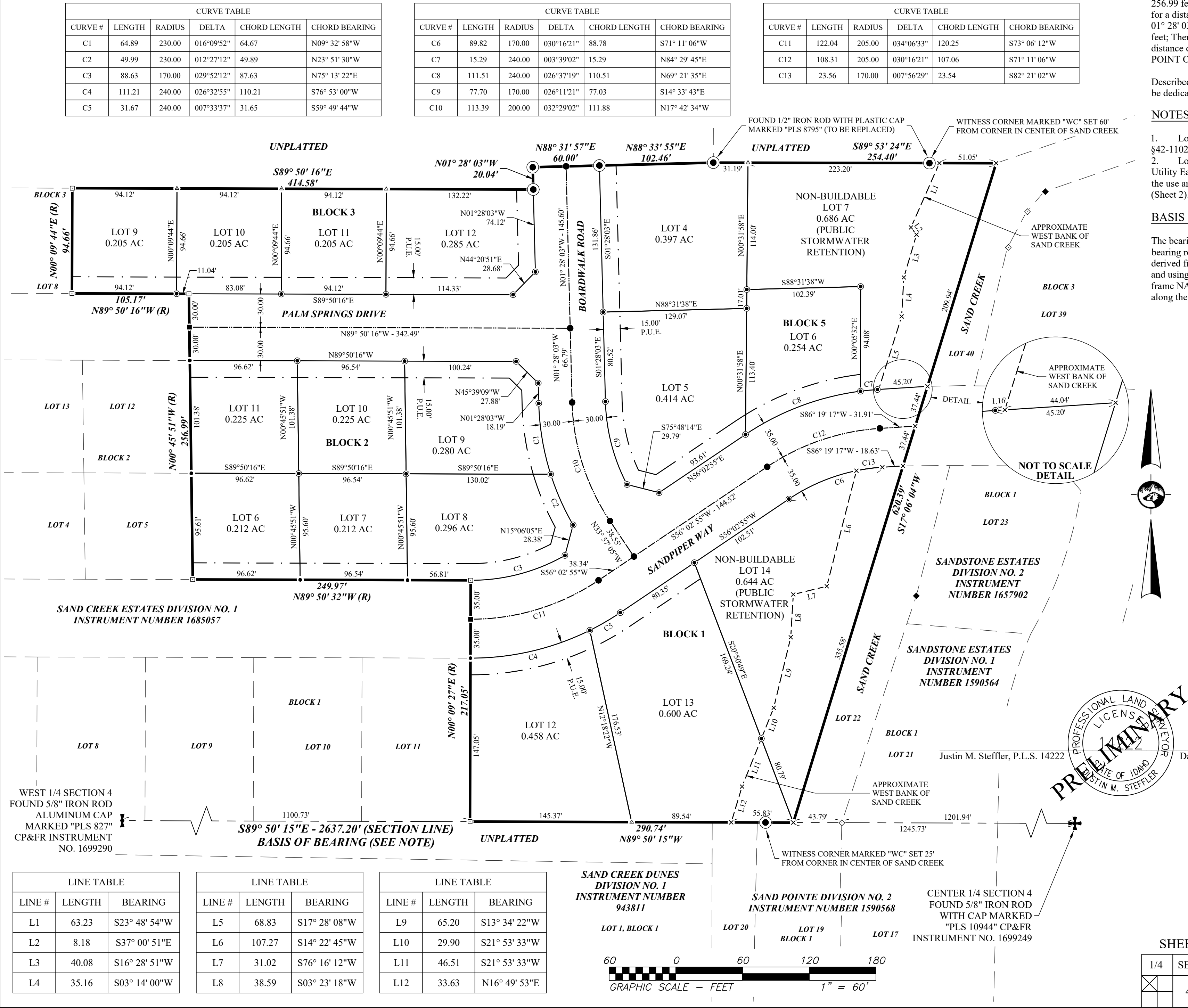
Described parcel contains 7.419 acres, more or less, including 1.617 acres of right-of-way to be dedicated.

NOTES

- Lot 14, Block 1 and Lot 7, Block 5 are subject to canal right-of-way pursuant to I.C. §42-1102.
- Lot 14, Block 1 and Lot 7, Block 5 are non-buildable lots that include a blanket Public Utility Easement and a blanket Public Storm Water Retention Easement, all being subject to the use and restrictions of the Irrigation Canal as listed on the Canal right-of-way Certificate (Sheet 2).

BASIS OF BEARING NOTE

The bearing along this line is the basis for all other bearings listed on this survey. This bearing relates directly to the "City of Idaho Falls Coordinate System of 2004", which is derived from the Idaho State Plane Coordinate System (East Zone 1101), US Survey Feet, and using a combined scale factor of 1.000277265 for a grid-to-ground conversion (reference frame NAD 83(2011), epoch 2010.0000). The system orientation is based on grid north along the East Zone central meridian. No convergence angle has been applied.



OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: that the undersigned HARVEST HOMES AT SAND CREEK ESTATES, LLC, an Idaho Limited Liability Company, is the lawful OWNER of the tract of land included within the boundary description shown hereon and has caused the same to be platted and divided into blocks, lots, and streets, which plat shall hereafter be known as SAND CREEK ESTATES, DIVISION NO. 3, a subdivision of the City of Idaho Falls, Idaho, Bonneville County, Idaho.

BE IT FURTHER KNOWN, that OWNER does hereby dedicate grant and convey to the public, all streets and right-of-ways shown hereon, that OWNER also does hereby grant and convey to the City of Idaho Falls all public easements forever as irrevocable permanent non-exclusive public easements as shown and described hereon.

OWNER, or its heirs and assigns, agree they will construct no permanent structure within or upon any easement shown hereon, and the City of Idaho Falls and its successors, assigns, permittees or licensees shall also have the right, to remove, cut or trim any trees, brush, ornamental shrubbery or plant which may injure or interfere with the use thereof for its intended purposes, such right may be exercised without prior notice to OWNER or its heirs, successors or assigns.

OWNER or its heirs, successors or assigns further agree that they shall not plant any trees, brush, ornamental shrubbery or plants which may hinder the safe and efficient utilization of said easements.

OWNER or its heirs, successors or assigns hereby releases the City of Idaho Falls and its successors, assigns, permittees or licensees from any claim for damages, based upon concealed or undisclosed private improvements constructed or permitted to be constructed by OWNER or its successors or assigns within any public easements, subsequent to recording this subdivision, that may be incurred as a result of the City of Idaho Falls and its successors, assigns, permittees or licensees ordinary use of the public easements with due care.

OWNER or its heirs, successors or assigns do hereby warrant and shall defend such dedication and conveyances in the quiet and peaceful possession of the public or the City of Idaho Falls, as the case may be, against said OWNER and its heirs, successors and assigns, and against every person whomsoever who lawfully holds or who later claims to have lawfully held any rights in said estate as of the date hereof.

IN WITNESS WHEREOF, OWNER has hereunto subscribed its seals and signatures this _____ day of _____, 2021.

HARVEST HOMES AT SAND CREEK ESTATES, LLC

Brett Falkenrath, Managing Member

Steve Lawson, Managing Member

DRINKING WATER SYSTEM CERTIFICATE

Pursuant to I.C. §50-1334, the OWNER does hereby, certify that all lots shown on this plat are eligible to receive water from the City of Idaho Falls municipal water system, and said City has agreed in writing to provide culinary water service to said lots pursuant to the provisions of Title 8, Chapter 4 of the Idaho Falls City Code, as amended from time to time.
IN WITNESS WHEREOF, OWNER has hereunto set its signatures this _____ day of _____, 2021.

HARVEST HOMES AT SAND CREEK ESTATES, LLC

Brett Falkenrath, Managing Member

Steve Lawson, Managing Member

IRRIGATION WATER RIGHTS STATEMENT

The property included in this plat has petitioned for and been removed from all future irrigation water rights.

Date: February 11, 2021 Instrument No. 1674924

RECORDER'S CERTIFICATE

I hereby certify that the foregoing plat SAND CREEK ESTATES, DIVISION NO. 3, was filed in the Office of the Recorder of Bonneville County, Idaho

BONNEVILLE COUNTY RECORDER DATE



SAND CREEK ESTATES DIVISION NO. 3

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO,
BEING LOCATED IN THE S 1/2 OF THE NW 1/4 OF SECTION 4,
TOWNSHIP 1 NORTH, RANGE 38 EAST, BOISE MERIDIAN

CITY'S ACCEPTANCE

The accompanying plat was duly accepted and approved by the City Council of Idaho Falls adopted this _____ day of _____, 2021.

MAYOR

CITY CLERK

CITY ENGINEER
Kent J. Fugal, PE 9247

CITY SURVEYOR
Kenneth Baldwin Roberts, PLS 9755

CANAL RIGHT-OF-WAY

All canals, as shown hereon, exist within a right-of-way defined by I.C. §42-1102 and must have written permission of the owner or operator of the right-of-way to construct anything within, under, upon or over the area, to ensure that any such encroachments will not unreasonably or materially interfere with the use and enjoyment of the right-of-way.

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

Sanitary restrictions as required by I.C. §50-1326 have been satisfied based on the Department of Environmental Quality (DEQ) approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water or sewer/septic facilities were constructed. Building construction can be allowed with appropriate building permits if drinking water or sewer facilities have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities or meet the other conditions of DEQ, then sanitary restrictions may be reimposed, in accordance with I.C. §50-1326, by the issuance of a certificate of disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

EASTERN IDAHO PUBLIC HEALTH DISTRICT

ENVIRONMENTAL HEALTH SPECIALIST, REHS Date:

TREASURER'S CERTIFICATE

I, the undersigned County Treasurer in and for the County of Bonneville, State of Idaho, pursuant to the requirements of I.C. §50-1308, do hereby certify that all County property taxes due for the property included in the Boundary Description shown hereon are current.

Date: _____
BONNEVILLE COUNTY TREASURER

ACKNOWLEDGMENT

STATE OF _____)
:SS.
COUNTY OF _____)

On this _____ day of _____, 20____, before me the undersigned, a notary public in and for said state, personally appeared Brett Falkenrath, known or identified to me to be a managing member of the limited liability company of Harvest Homes at Sandcreek Estates LLC, and the person who subscribed said limited liability company's name to the foregoing OWNER'S Dedication and the Drinking Water System Certificate and acknowledged to me that he executed the same in said limited liability company's name as a person authorized to bind such limited liability company.

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

Notary Public for the State of _____

Residing at: _____

Commission Expiration Date: _____

ACKNOWLEDGMENT

STATE OF _____)
:SS.
COUNTY OF _____)

On this _____ day of _____, 20____, before me the undersigned, a notary public in and for said state, personally appeared Steve Lawson, known or identified to me to be a managing member of the limited liability company of Harvest Homes at Sandcreek Estates LLC, and the person who subscribed said limited liability company's name to the foregoing OWNER'S Dedication and the Drinking Water System Certificate and acknowledged to me that he executed the same in said limited liability company's name as a person authorized to bind such limited liability company.

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

Notary Public for the State of _____

Residing at: _____

Commission Expiration Date: _____

COUNTY SURVEYOR'S VERIFICATION

I certify that I am a licensed professional land surveyor in the State of Idaho and that I have examined this plat and find that it complies with I.C. §50-1305.

Date: _____
BONNEVILLE COUNTY SURVEYOR

SURVEY NARRATIVE

- The purpose of this survey is to plat the property for development.
- Record documents used in conjunction with this survey include Instrument No.'s 1268226, 1541216, 718231, 587395, 1277638, 1252388, 1523269, 1657902, 1590564 & 1247752.
- The west boundary is based on monuments found and detailed on the Sand Creek Estates Division No. 1 plat (Instrument No. 1685057). The south line, as shown, is the south line of the northwest quarter of Section 4. The majority of the north line is arbitrary. Record of Survey Instrument No.'s 1541216, 1230437, and 1268226 were utilized in establishing the northerly boundary at the northeast corner. The boundary along Sand Creek and the boundary shared with Parks and Wood (Warranty Deed Inst. No. 1091619) differ from the Frank Peterson's Record of Survey (Instrument No. 1541216) in both bearing and distance; this is assumed to be a difference between coordinate systems used in the two surveys, as the Peterson ROS does not utilize the City of Idaho Falls Coordinate System of 2004; the boundary as shown hereon is consistent with the monuments found during the survey. The eastern boundary and monuments to the east are, however, consistent with the plats for Sandstone Estates Division No. 1 (Instrument No. 1590564) and Sandstone Estates Division No. 2 (Instrument No. 1657902).

SURVEYOR'S CERTIFICATE

I, Justin M. Steffler, a licensed professional land surveyor in the State of Idaho, do hereby certify that the survey of this subdivision, designated as SAND CREEK ESTATES DIVISION NO. 3, was made under my direction, and that said subdivision is truly and correctly surveyed and staked as provided by law and in accordance with the accompanying plat as described hereon.



Justin M. Steffler, P.L.S. 14222



The Civil Connection

TITLE		SAND CREEK ESTATES DIVISION NO. 3	
DATE:	01/07/22	DRAWN/CHK BY:	PS/JS
PROJECT:		20089/T1NR38E/S4	
402 VAN DREFF ST. SALMON, ID 83467 208-756-3070		4141 S 58 W IDAHO FALLS, ID 83402 208-715-4380	

SHEET 2 OF 2

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**STAFF REPORT
FINAL PLAT
Sand Creek Estates Div. 3
March 10, 2022**



Community
Development
Services

Applicant: Connect Engineering

Project Manager: Caitlin Long

Location: Generally, north of E 73rd S, east of S 15th E, south of E 49th S, west of Dune Village Way

Size: 7.419 Acres

Lots: 18

Avg Lot Size: 14,026 Sq Ft

Existing Zoning:

Site: R1 & RP

North: R1

South: County A-1

East: RP

West: R1 & RP

Existing Land Uses:

Site: Vacant

North: Vacant

South: Agriculture

East: Residential

West: Residential

Future Land Use Map:

Suburban

Attachments:

1. Subdivision and Zoning Ordinance Requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos
4. Final Plat

Requested Action: To approve the final plat for Sand Creek Estates Div. 3.

Staff Comments: This parcel was annexed in December 2020 with the initial zoning of R1 and RP. The Preliminary Plat was approved in July 2020. This final plat has sixteen buildable lots and two non-buildable lots for storm ponds for a total of eighteen lots. Access for these lots will be from S 15th E by way of Sandpiper Way on the west and through the Sand Point Subdivision by way of Long Cove Dr on the east. The plat will complete the connection between Sand Creek Estates and Sand Pointe and will allow access for both subdivisions out to S 15th E. The Final Plat is consistent with the Preliminary Plat.

Staff Recommendation: Staff has reviewed the final plat and finds it complies with the Subdivision Ordinance and is consistent with the development standards of the R1 and RP Zones. Staff recommends approval of the plat.

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

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

Subdivision Ordinance:**Section 10-1-9A**

(9) If the final plat conforms to the provisions of this Chapter and all other applicable State or Federal laws, or local ordinances, the Council shall approve the final plat and authorize the Mayor and Clerk to sign the original plat.

Zoning Ordinance:**11-3-3: PURPOSE OF RESIDENTIAL ZONES**

(B) RP Residential Park Zone. This zone provides a residential zone which is representative of an automobile-oriented, suburban development pattern and characterized by large lots. The principal use permitted in this Zone shall be single unit dwellings.

(C) R1 Single Dwelling Residential Zone. This zone provides a residential zone which is representative of a less automobile-oriented, more walkable development pattern, characterized by somewhat smaller lot widths; and a somewhat denser residential environment than is characteristic of the RP Residential Park Zone. The principal uses in the R1 Residential Zone shall be single detached and attached dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.

11-3-4: STANDARDS FOR RESIDENTIAL ZONES.**Table 11-3-1: Standards for Residential Zones**

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft ²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft ²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25*	25*
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	24	*			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	8
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

(Ord. 3218, 9-13-18)

(A) Minimum and Maximum Lot Area.

- (1) In the R1 Zone, the maximum lot size shall be thirteen thousand five hundred square feet (13,500 ft²), except for corner lots, wedge-shaped lots in cul-de-sacs, or other unusual shaped lots. This shall also not apply to conditional uses such as schools and religious institutions.

Comprehensive Plan Policies:

Residential development should reflect the economic and social diversity of Idaho Falls.

New and existing development should foster inclusiveness and connectivity through mixed housing types and sizes. Neighborhood connections through paths, parks, open spaces, and streets. (p 40.)

Encourage development in areas served by public utilities or where extensions of facilities are least costly. (p.67)

September 7, 2021

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Natalie Black, Lindsey Romankiw, Joanne Denney, Gene Hicks, George Morrison, Margaret Wimborne, Arnold Cantu.

MEMBERS ABSENT: none.

ALSO PRESENT: Assistant Planning Director Kerry Beutler, and planners Naysha Foster and Caitlin Long, and interested citizens.

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

CHANGES TO AGENDA: None.

MINUTES: Hicks moved to approve the Minutes from August 3, 2021 with two minor corrections, Denney seconded the motion and it passed unanimously.

Business:

2. PLAT 21-026: FINAL PLAT. Final Plat for Sand Creek Estates Division No. 3.

Applicant: Blake Jolley, Connect Engineering, 1150 Hollipark Drive, Idaho Falls, Idaho. Jolley learned with this application that they do not have to continue to use the plat numbers in order. Jolley stated that they have done Division 1, and according to the preliminary plat this is Division 3, so they are calling it 3. Jolley indicated that east of Sand Creek 1 is Sandstone, S 15th East on the west, and Sandy Downs to the south ½ mile. Jolley is asking for the 3rd Division to be approved with some additional lots to make a connection to a road for both subdivisions out to S. 15th East.

Dixon noted that there is a curve in the road to calm traffic and he offered his appreciation therefor.

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

Dixon asked about the requirement for corner lots being 10% larger than the average lot and how it applies in cases like this with the smaller lots on the upper left, and medium sized lots on the left and to the right are large lots. Long stated that the corner lots only apply to lots that are not on a cul-de-sac or an unusual, shaped lots. Long pointed out the two lots that would fall under the necessity to be 10% larger.

Romankiw moved to recommend to the Mayor and City Council approval of the Final Plat for Sand Creek Estates Division 3, Hicks seconded the motion. Dixon called for roll call vote: Black, yes; Cantu, yes; Denney, yes; Hicks, yes; Morrison, yes; Romankiw, yes; Wimborne, yes. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF SAND CREEK ESTATES DIVISION 3, LOCATED GENERALLY NORTH OF E 73RD S, EAST OF S 15TH E, SOUTH OF E 49TH S, WEST OF DUNE VILLAGE WAY

WHEREAS, the applicant filed an application for a final plat on July 9, 2021; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on September 7, 2021; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on March 10, 2022; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 7.419 acre parcel located generally north of E 73rd S, east of S 15th E, south of E 49th S, west of Dune Village Way.
3. The property is zoned R1 and RP.
4. The plat includes 16 residential lots and 2 non buildable lots, all of which meet the minimum standards for the R1 and RP Zone.
5. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
6. The proposed development is consistent with the principles of the City's Comprehensive Plan.
7. The Planning and Zoning Commission recommended approval of the final plat as presented.

II. DECISION

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

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2022

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT
SAND CREEK ESTATES DIVISION NO. 3

This DEVELOPMENT AGREEMENT SAND CREEK ESTATES DIVISION NO. 3 ("AGREEMENT"), made this _____ day of _____, 2022, by and between the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, ("CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and HARVEST HOMES AT SAND CREEK ESTATES, LLC., a limited liability company ("DEVELOPER"), whose mailing address is 3584 S. Holmes Avenue, Idaho Falls, Idaho 83404.

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 "Subdivision"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and,

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer, and the Idaho Falls Planning and Zoning Commission, have recommended such development be allowed, subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to allow the development of the Subdivision within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines and other public improvements within the CITY; and

WHEREAS, DEVELOPER specifically waives DEVELOPER's right to protest development requirements 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 understands that the public improvements required herein are standards required pursuant to Idaho Falls City Code, Title 10, Chapter 1, and are authorized by Idaho Code §§ 67-6513 and 67-6518; and,

WHEREAS, DEVELOPER and CITY believe that without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Subdivision; and,

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this AGREEMENT, including Special Conditions for the Subdivision, are constructed; and,

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to Idaho Falls City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this AGREEMENT; 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 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 Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and,

WHEREAS, CITY is willing to approve the Subdivision to CITY, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. Approval of Subdivision. CITY hereby approves the Subdivision plat as described in Exhibit "A" attached hereto and made a part to this AGREEMENT by reference, and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines, storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas, electricity, fiber optic and irrigation facilities) and other public improvements contemplated within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted and considered for the Subdivision development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the Subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity), and irrigation facilities affected by the development of such phase or division of the Subdivision. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

3. Construction of Public Improvements. Unless otherwise agreed in the Special Conditions, DEVELOPER shall, at its expense, design and construct all public improvements shown in the Exterior Improvement Plans and Interior Improvement Plans. 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 and compliance to the Standard Specifications is a condition of this AGREEMENT.

4. Permits. DEVELOPER shall obtain all right-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.

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 within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

6. Corrected Improvement Plans. Prior to acceptance of any phase or division of the Subdivision, DEVELOPER will file "As Constructed"/ "As Built" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the Final Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such 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. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans 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 and shall execute and record an instrument documenting such acceptance. Acceptance of the Subdivision Improvements and recording the acceptance instrument 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.

8. 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 Improvement Plans 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.

9. 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.

10. Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho.

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the

Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

12. 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.

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct, at DEVELOPER's expense, 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.

14. 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 shown on the Improvement Drawings.

15. Construction Schedule Change. Any modification to the public improvements shown in the Improvement Drawings or to the construction phase limits shall be approved by City Engineer. Prior to said approval, revised Improvement Drawings shall be resubmitted to City Engineering Department showing the proposed changes.

16. 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.

17. 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.

18. 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 the Idaho Falls City Code; and
- F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

19. 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.

20. 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.

21. Irrigation District Release. Prior to the approval of the Subdivision plat, DEVELOPER shall obtain a certification upon the plat signed by any irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision. This certification shall state that the water rights for all property within the Subdivision have been transferred from the property and that all liens and assessments of such water delivery entity have been released.

22. Storm Water Discharge Certification. Prior to the acceptance and approval of Final Improvement Plans for any division or phase of the Subdivision, DEVELOPER shall obtain the certification of any Irrigation District, canal company or other entity into which any storm water from such phase or division will be discharged. The certification shall state that such water delivery entity has reviewed and approved the Final Improvement Plans for such phase or division and that the discharge of storm waters from such area into their canal or ditch in the manner shown in the Final Improvement Plans is approved and accepted by such entity.

23. Conflict With Standard Specifications. In the event of any conflict between the terms of this AGREEMENT or the Improvement Plans and the Standard Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of the Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and the Improvement Plans, the terms of this AGREEMENT shall prevail.

24. 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.

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

28. 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.

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

ATTEST:

CITY OF IDAHO FALLS, IDAHO

Kathy Hampton, City Clerk

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

HARVEST HOMES AT SAND CREEK
ESTATES, LLC.

By   _____
Brett Falkenrath

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2022, 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 they are authorized to execute the same for and on behalf of said City.

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

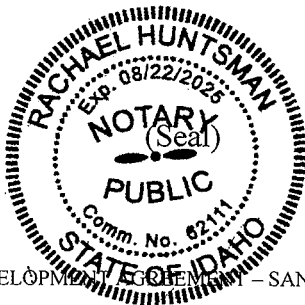
(Seal)

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

STATE OF Idaho)
County of Bonneville) ss:

On this 25 day of February, 2022, before me, the undersigned, a notary public, in and for said State, personally appeared Brett Falkenrath, known or identified to me to be the authorized signator for Harvest Homes at Sand Creek Estates, LLC., and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf of said company.

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



Rachael Huntsman
Notary Public of Idaho
Residing at: Idaho Falls, Bonneville
My Commission Expires: August 22, 2025

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION

SAND CREEK ESTATES DIVISION NO. 3

Beginning at the Center Quarter corner of Section 4, Township 1 North, Range 38 East, B.M., Bonneville County, Idaho; thence N 89° 50' 15" W along the east-west center section line of said Section 4 for a distance of 1245.73 feet to the TRUE POINT OF BEGINNING;

Thence, N 89° 50' 15" W for a distance of 290.74 feet to a point lying on said east-west center section line, from which point the West Quarter corner of said Section lies N 89° 50' 15" W a distance of 1100.73 feet; Thence, N 00° 09' 27" E for a distance of 217.05 feet; Thence, N 89° 50' 32" W for a distance of 249.97 feet; Thence, N 00° 45' 51" W for a distance of 256.99 feet; Thence, N 89° 50' 16" W for a distance of 105.17 feet; Thence, N 00° 09' 44" E for a distance of 94.66 feet; Thence, S 89° 50' 16" E for a distance of 414.58 feet; Thence, N 01° 28' 03" W for a distance of 20.04 feet; Thence, N 88° 31' 57" E for a distance of 60.00 feet; Thence, N 88° 33' 55" E for a distance of 102.46 feet; Thence, S 89° 53' 24" E for a distance of 254.40 feet; Thence, S 17° 06' 04" W a distance of 620.39 feet to the TRUE POINT OF BEGINNING.

Described parcel contains 7.419 acres, more or less.

EXHIBIT "B"

SPECIAL CONDITIONS SAND CREEK ESTATES DIVISION NO. 3

S-C 1.00 Arterial Street and Bridge Fees. The Bridge and Arterial Streets fee for this Subdivision is Three Thousand Dollars and Zero Cents (\$3,000.00; 15 platted lots of R-1 zone at \$200 per platted lot), payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this AGREEMENT	\$ 300.00
May 1, 2022	\$ 675.00
August 1, 2022	\$ 675.00
November 1, 2022	\$ 675.00
February 1, 2023	<u>\$ 675.00</u>
TOTAL	\$ 3,000.00

S-C 2.00 Surface Drainage Fee. The surface drainage fee for this Subdivision is One Thousand Eight Hundred Ninety-Five Dollars and Fifty-One Cents (\$1,895.51; 252,735 square feet net area at \$.0075 per square foot), payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this AGREEMENT	\$ 189.55
May 1, 2022	\$ 426.49
August 1, 2022	\$ 426.49
November 1, 2022	\$ 426.49
February 1, 2023	<u>\$ 426.49</u>
TOTAL	\$ 1,895.51

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 CITY Engineer.

S-C 4.00 Existing Infrastructure. When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY right-of-way, DEVELOPER shall coordinate such activities with the applicable owner, (e.g., poles owned by Pacificorp, dba Rocky Mountain Power). Any existing electrical infrastructure owned by Pacificorp, dba Rocky Mountain Power, will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out, if any, is to be initiated by DEVELOPER following annexation.

S-C 5.00 Water Line Connection in Sandpiper Road. CITY agrees to allow DEVELOPER to connect to the water main located in Sandpiper Road, subject to DEVELOPER's payment of the water main connection fees in the amount of Thirty-Three Thousand Four Hundred Ninety-Five Dollars and Seventy Cents (\$33,495.70); 763 feet currently at \$43.90 per foot, upon execution of this AGREEMENT, pursuant to Section 8-4-14 (C) of the City Code. Pursuant to Section 8-4-14 (B) of the City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual water system connection fees each time an individual water service line is connected to CITY water systems. Such fees shall be paid in the amounts and manner set forth in the relevant City Code Section.

S-C 6.00 Bridge Across Sand Creek. This Subdivision is near a connection on the East side of the Subdivision (where Sandpiper Road crosses Sand Creek). Recognizing that a portion of the future and current traffic on Sandpiper Road originates from properties outside the Subdivision, DEVELOPER will pay for one half (1/2) of the cost to design and construct the crossing of Sand Creek on Sandpiper Road. DEVELOPER's cost for this work is based on actual costs is One Hundred Forty-Seven Thousand Three Hundred Thirty Dollars (\$147,330.00). DEVELOPER acknowledges that the construction of the bridge over Sand Creek has been completed. Payment for improvements, in lieu of installation, shall be as follows: DEVELOPER has paid Ninety-One Thousand Seven Hundred Seventy Dollars (\$91,770) at the time Division 1 was constructed, the remaining cost to be paid is Fifty-Five Thousand Five Hundred Sixty Dollars (\$55,560.00) based on actual costs. The remaining Fifty-Five Thousand Five Hundred Sixty Dollars (\$55,560.00) shall be payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this AGREEMENT	\$ 5,556.00
May 1, 2022	\$ 12,501.00
August 1, 2022	\$ 12,501.00
November 1, 202	\$ 12,501.00
February 1, 2023	<u>\$ 12,501.00</u>
TOTAL	\$ 55,560.00

S-C 7.00 Subdivision Seal Coat. In order to preserve the long-term effectiveness of required roadway seal coat in the Subdivision, DEVELOPER shall pay all seal coat costs associated with Subdivision improvements rather than applying the seal coat. In lieu of DEVELOPER seal coat application, DEVELOPER shall pay Eleven Thousand Twenty-Five dollars and Fifty-Two cents (\$11,025.52) (4,556 square yards at \$2.42 per square yard). CITY shall use such payment to apply the required seal coat at a later date, when Subdivision building permits are completed and at CITY's sole discretion on timing.

S-C 8.00 Storm Drainage. Storm Drainage shall be designed and constructed by DEVELOPER to accommodate drainage of the lots within this Subdivision. The storm drainage system shall comply with CITY Storm Drainage policy. The storm pond to be constructed as shown on the improvement drawings. DEVELOPER shall provide for the installation of grass and an irrigation system in the Subdivision. Maintenance of the storm pond shall be the responsibility of DEVELOPER or DEVELOPERS's heirs, successors, or assigns.

Memorandum

File #: 21-427

City Council Meeting

FROM: Brad Cramer, Director
DATE: Thursday, February 24, 2022
DEPARTMENT: Community Development Services

Subject

Public Hearing - Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Skyline Manor Townhomes Division 2 PUD.

Council Action Desired

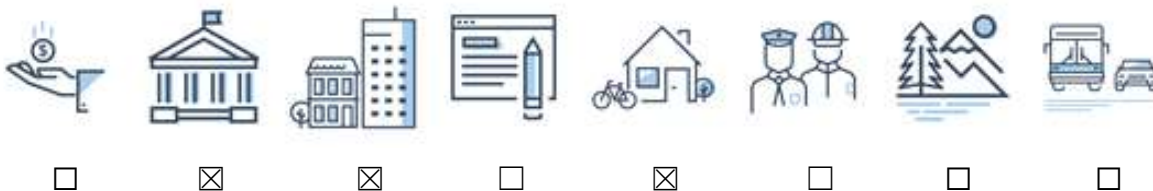
- ☐ Ordinance
 ☐ Resolution
 ☒ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

1. Approve the Planned Unit Development for Skyline Manor Townhomes Division 2 PUD as presented (or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Skyline Manor Townhomes Division 2 PUD and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is the application for the PUD and Reasoned Statement of Relevant Criteria and Standards for Skyline Manor Townhomes Division 2 PUD. The Planning and Zoning Commission considered this item at its December 7, 2021, meeting and unanimously voted to recommended approval of the PUD as presented. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



Consideration of the PUD must be done consistent with the principles of the Comprehensive Plan, which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

Interdepartmental Coordination

The PUD plan has been reviewed by Engineering, Fire, Parks, Planning, Sanitation, Sewer, and Water Divisions.


Fiscal Impact

NA

Legal Review

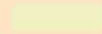





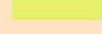

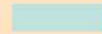


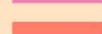
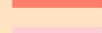



This application has been reviewed by Legal pursuant to applicable law.

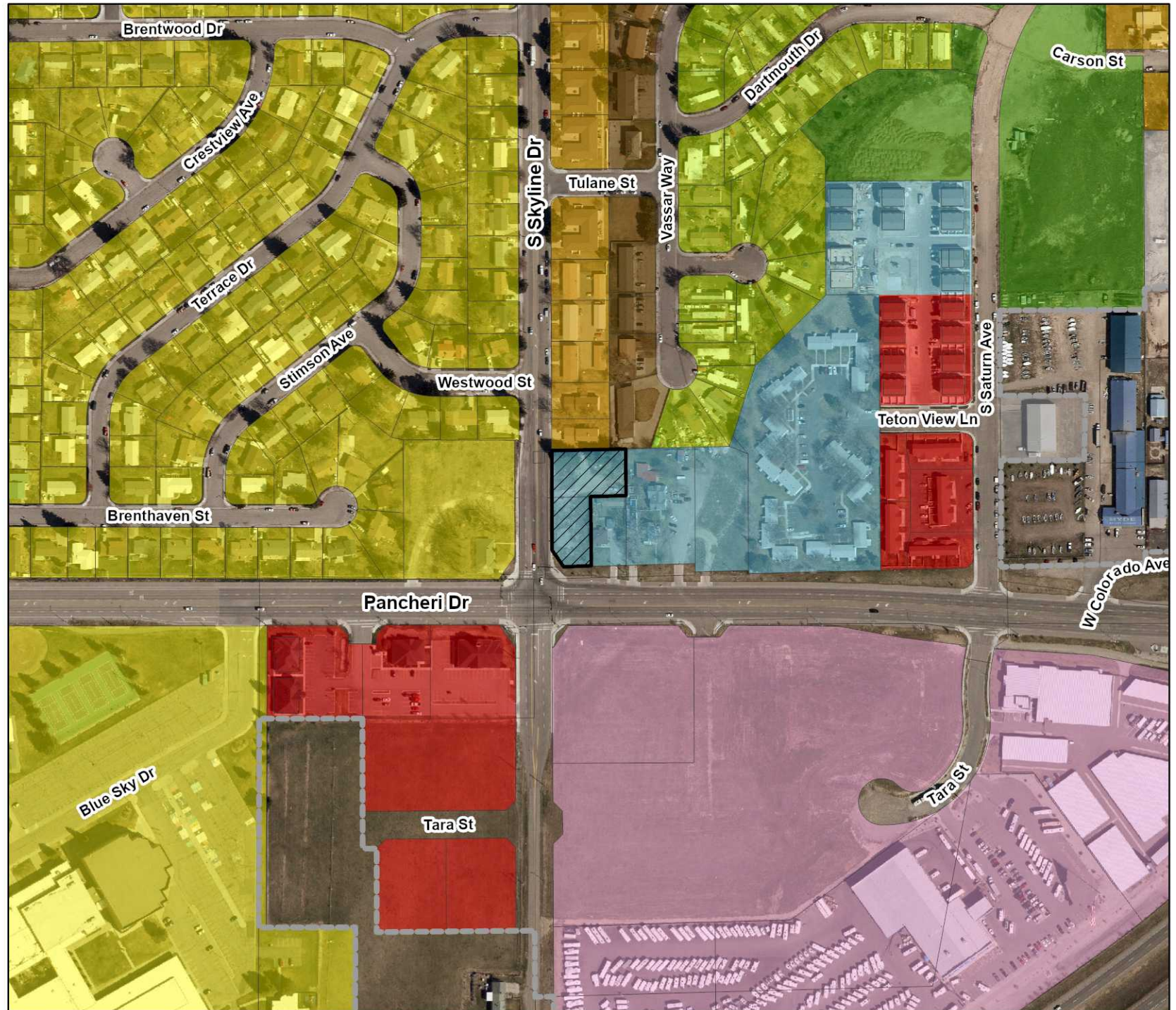
Legend

 PUD21-005

 City Limit

Zoning

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



Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276















Legend

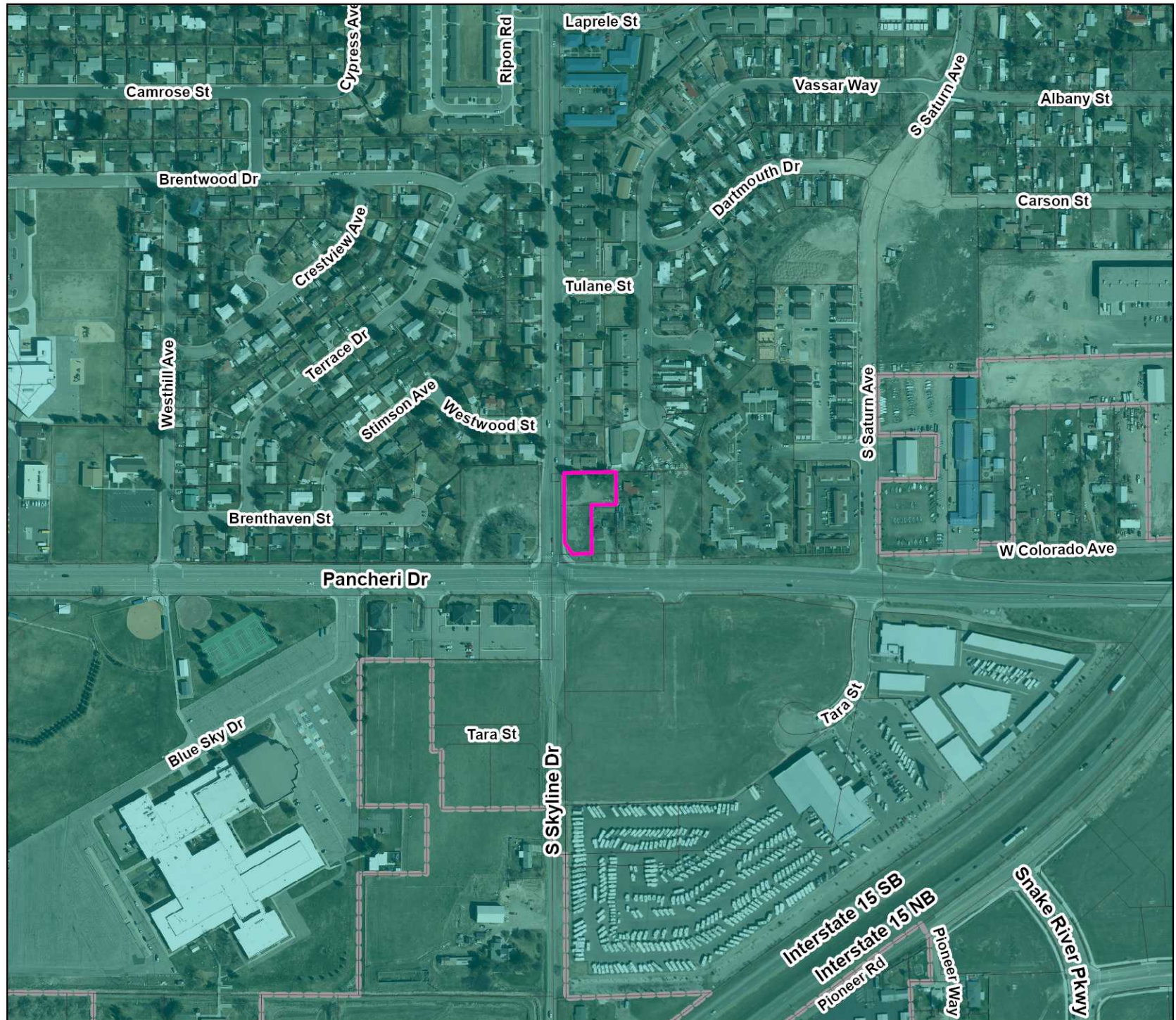
IFRA Off Airport Land Use

Compatible Land Use

-  Approach Surface
-  Controlled Development
-  Controlled Development Approach Surface
-  Limited Development
-  Limited Development Approach Surface
-  No Development
-  Parcel
-  City Limit
-  Street Names
-  PUD21-005



Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276



SURVEY NOTE:
This site plan conforms to an actual survey that was performed on the ground by a licensed land surveyor in and for the State of Idaho. It is the owner's responsibility to construct all structures shown on this site plan in accordance with said survey.

SITE INFORMATION

PARCEL ZONING = R3
TOTAL BUILDINGS = 2
BUILDING TYPE: VB
MAX BUILDING HEIGHT: 26 FT.
SINGLE FAMILY ATTACHED BUILDINGS = 2 (10 ATTACHED HOMES)
TOTAL AREA OF PROPERTY = 28111.56 SQ. FT. (0.65 acres)
ALLOWED DENSITY = 35 UNITS PER ACRE
DESIGN DENSITY = 15.38 UNITS PER ACRE

VARIANCES

1. REDUCED REAR SET BACK ON NORTH SIDE OF BUILDING IN THE FAR NORTHWEST CORNER OF LOT.

PARKING REQUIREMENTS

PARKING SPACES REQUIRED = 2 SPACES PER DWELLING UNIT
18 SPACES

PARKING SPACES PROVIDED:
GARAGE PARKING 1 PER = 10
DRIVEWAY SPACES 2 PER = 18
TOTAL PROVIDED: 28 SPACES

LANDSCAPING REQUIREMENTS

TOTAL REQUIRED(25%) = 7027.89 SQ. FT. (0.161 ACRES)
TOTAL PROVIDED = 10,590.07 SQ. FT. (0.301 ACRES)
PROVIDED PERCENT = 37.67%

COMMON SPACE REQUIREMENTS

TOTAL REQUIRED(25%) = 24,054.44 SQ. FT. (0.161 ACRES)
TOTAL PROVIDED = 24,343.66 SQ. FT. (0.189 ACRES)
PROVIDED PERCENT = 25.3%

PROPOSED PROJECT AMENITIES

1. 8' WIDE PATHWAY CONNECTING TO PUBLIC PATHWAY.
2. PLAYGROUND AREA IN DIV. 1

PLANNED UNIT DEVELOPMENT NOTES

1. ALL STREETS AND PARKING AREA INSIDE P.U.D. WILL BE PRIVATELY MAINTAINED AND OPERATED. THE CITY OF IDAHO FALLS WILL NOT TAKE OVER PRIVATE STREETS.
2. ALL EASEMENTS INSIDE P.U.D. ARE CONSIDERED PUBLIC UTILITY EASEMENTS. WIDTH VARIES DEPENDED ON USE.
3. POTABLE WATER AND SANITARY SEWER WILL BE INSTALLED IN A 30" AND 48" WIDE P.U.E FOR CITY MAINTENANCE.

UTILITIES NOTE

1. SEE SITE PLAN FOR FULL UTILITY DETAILS.
2. 18" VERTICAL SEPARATION TO BE MAINTAINED BETWEEN POTABLE AND NON-POTABLE WATER LINES AT MAIN LINE CROSSING.
3. 10' HORIZONTAL SEPARATION TO BE MAINTAINED BETWEEN POTABLE AND NON-POTABLE WATER LINES AT ALL LOCATIONS.
4. 6" HORIZONTAL SEPARATION TO BE MAINTAINED BETWEEN POTABLE AND NON-POTABLE SERVICE LINES
5. ALL WATER SERVICE LINES TO BE SLEEVED WHEN PLACED UNDER CONCRETE.

GENERAL NOTE:

1. ALL PUBLIC IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT CITY OF IDAHO FALLS ENGINEERING STANDARD SPECIFICATIONS AND STANDARD DRAWINGS.
2. ALL ON-SITE IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT CITY OF IDAHO FALLS ENGINEERING STANDARD SPECIFICATIONS STANDARD DRAWINGS OR ISPPWC
3. SEE ARCHITECTURAL PLANS FOR ALL BUILDING DETAILS.
4. ALL FIRE ACCESS ROADS SHALL MEET THE LATEST VERSION OF THE INTERNATIONAL FIRE CODE REQUIREMENTS FOR FIRE APPARATUS ROAD.

SANITATION NOTE:

1. EACH OWNER WILL HAVE AN INDIVIDUAL CANISTER TO BE PUSHED TO THE CURB ON SERVICE DAYS BY OWNERS.

ELECTRICAL NOTES:

1. ALL NEW ELECTRICAL FACILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT IDAHO FALLS POWER SERVICE POLICY. COORDINATE ALL ELECTRICAL CONSTRUCTION WITH IDAHO FALLS POWER.
2. PRIMARY SECTIONALIZING CABINETS, TRANSFORMER GROUND SLEEVES, SECONDARY PEDESTALS, FIBER BOXES, AND GROUND RODS SHALL BE PROVIDED BY IFP, BUT SHALL BE PICKED UP AT THE IFP WAREHOUSE AND/OR WEST SIDE YARD AND INSTALLED BY THE CONTRACTOR.
3. ALL PVC ELECTRIC CONDUITS SHALL BE PVC SCHEDULE 40 (SEE NOTE 5 AND 6 FOR EXCEPTIONS). ALL ELBOWS SHALL BE PVC SCHEDULE 40 LARGE RADIUS SWEEP (36") OR AS OTHERWISE SPECIFIED BY IFP (SEE NOTE 5 AND 6 FOR EXCEPTIONS). RGS CONDUIT MUST BE USED AT RISER POLES. CONDUITS MUST BE CAPPED AND LABELED TO IDENTIFY ROUTING.
4. THE MINIMUM POWER TRENCH SHALL HAVE A MINIMUM DEPTH OF FIFTY-FOUR INCHES (54") AND MAXIMUM DEPTH OF SIXTY INCHES (60") BELOW FINISH GRADE (CONDUIT TO BE INSTALLED 48" BELOW FINISH GRADE). INCLUDING 6" OF SAND BEDDING BELOW AND ABOVE TOP OF CONDUITS. MINIMUM TRENCH WIDTH SHALL BE TWENTY-FOUR INCHES (24"), UNLESS OTHERWISE NOTED. ALL PRIMARY CONDUIT MUST HAVE A MINIMUM OF ONE (1) FOOT SEPARATION BETWEEN OTHER CONDUITS IN TRENCH. BOTTOM OF TRENCHES MUST BE LEVEL FOR CONDUIT INSTALLATION. ALL TRENCHES AND CONDUITS (INCLUDING ROAD CROSSINGS) MUST BE INSPECTED BY IDAHO FALLS POWER PRIOR TO BACK-FILLING. BACKFILL AND COMPACT ALL TRENCHES TO A MINIMUM OF 95% OF MAX DENSITY. (SECONDARY CONDUITS CAN BE REDUCED TO 30" OF COVER)
5. MINIMUM CONDUIT DEPTH CAN BE REDUCED TO EIGHTEEN INCHES (18") OF COVER BELOW FINAL GRADE THROUGH BASALT OR OTHER ROCK UPON PRIOR APPROVAL OF IFP. RIGID GALVANIZED STEEL (RGS) CONDUIT SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR. IFP WILL SPECIFY THE CONDUIT SIZE.
6. 2" HDPE SDR 13.5 CONTINUOUS DUCT WITH PRE-LUBRICATED RIBBED INTERIOR WALL CAN BE UTILIZED BY THE CONTRACTOR INSTEAD OF 2 1/2" PVC SCHEDULE 40 AS SPECIFIED ON THE CONTRACTOR MAP FOR PROPOSED 1/0 SINGLE PHASE PRIMARY CONDUCTOR. CONDUIT TO BE RED IN COLOR OR BLACK WITH RED STRIPES (RED CONDUIT PREFERRED). IF POSSIBLE HDPE TO BE ORDERED WITH "IFP" STAMPED ON CONDUIT. THE HDPE CAN BE TURNED UP INSIDE OF GROUND SLEEVES OR CONTRACTOR MAY TRANSITION TO 2" PVC SCHEDULE 40 LARGE RADIUS SWEEP (36") WITH PERMA-GUARD/UL FITTINGS BY ARNCO SHUR-LOCK II OR APPROVED EQUAL BY IFP.
7. CONTRACTOR / DEVELOPER TO INSTALL A 2500 LB MULE TAPE STRING THROUGH EACH PRIMARY POWER CONDUIT RUN MORE THAN 75 LF. ALL SERVICES FROM THE METER BASE TO THE TRANSFORMER / SECONDARY PEDESTAL, AND INSTALL PULL STRING FOR FIBER OPTIC CONDUIT RUNS. THE DEVELOPER/CONTRACTOR SHALL PROVIDE ALL STAKING AND LAYOUT OF NEW ELECTRICAL AND FIBER FACILITIES INCLUDING POWER POLES. ALL LOT CORNERS ADJACENT TO ALL POWER TRENCHES MUST BE CLEARLY MARKED FOR INSTALLATION OF ELECTRICAL FACILITIES.
8. THE CONTRACTOR SHALL RETAIN AND PROTECT ALL EXISTING CITY POWER POLES AND ELECTRICAL AND FIBER FACILITIES DURING CONSTRUCTION. ALSO, REPAIR / REPLACE ALL CONCRETE, ASPHALT, AND LANDSCAPING THAT IS DISTURBED DURING CONSTRUCTION.
9. IT SHALL BE THE CUSTOMER OR CONTRACTOR'S RESPONSIBILITY TO PROVIDE ILLUMINATION (STREET LIGHTS) ALONG OR WITHIN THE PUBLIC RIGHTS-OF-WAY CONTAINED WITHIN A NEW DEVELOPMENT.
10. ALL NEW LIGHT POLE FOUNDATIONS AND LIGHTING CONDUITS SHALL BE CONSTRUCTED BY THE CONTRACTOR IN ACCORDANCE WITH CURRENT CITY OF IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS. IFP WILL FURNISH TO THE CONTRACTOR A BOLT HOLE TEMPLATE (PENDING AVAILABILITY), ANCHOR BOLTS, NUTS, WASHERS, GROUNDING BUTT PLATE, AND GROUND WIRE NEEDED FOR THE INSTALLATION OF THE LIGHT POLES.
11. IFP WILL INSTALL POLES AND LUMINAIRES WITH THE COST OF MATERIALS PAID BY THE CONTRACTOR PRIOR TO INSTALLATION.
12. ON ALL SUBDIVISIONS THE PADMOUNTED EQUIPMENT (INCLUDING GROUND SLEEVES / PEDESTALS, ETC.) WILL NOT BE PROVIDED OR SET UNTIL CURB AND GUTTER HAS BEEN INSTALLED. IDAHO FALLS POWER WILL PROVIDE GROUND RODS AND CONTRACTOR WILL INSTALL GROUND RODS PRIOR TO INSTALLATION OF CONDUIT.

BASIS OF BEARING

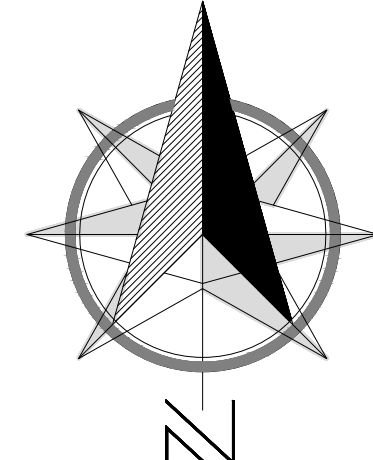
CITY OF IDAHO FALLS 2004 CONTROL

BENCHMARK NAVD 88

B.M. #163 NAVD88 CITY OF IDAHO FALLS ELEVATION 4707.24
SKYLINE DR. & PANCHERI DR. A RAILROAD SPIKE IN THE E SIDE OF A TELEPHONE POLE ON THE NW CORNER OF THE INTERSECTION

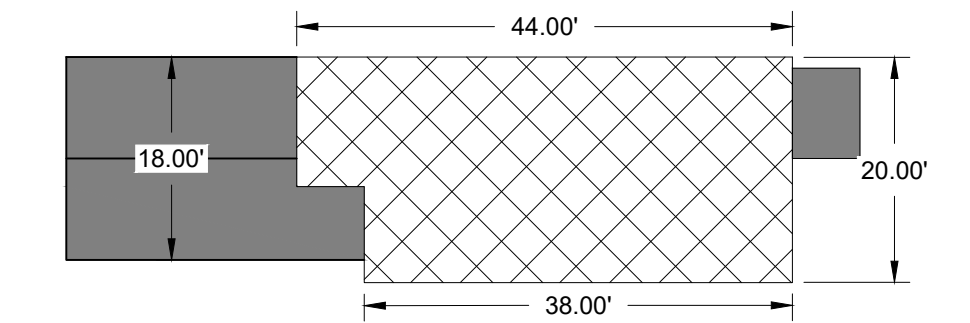
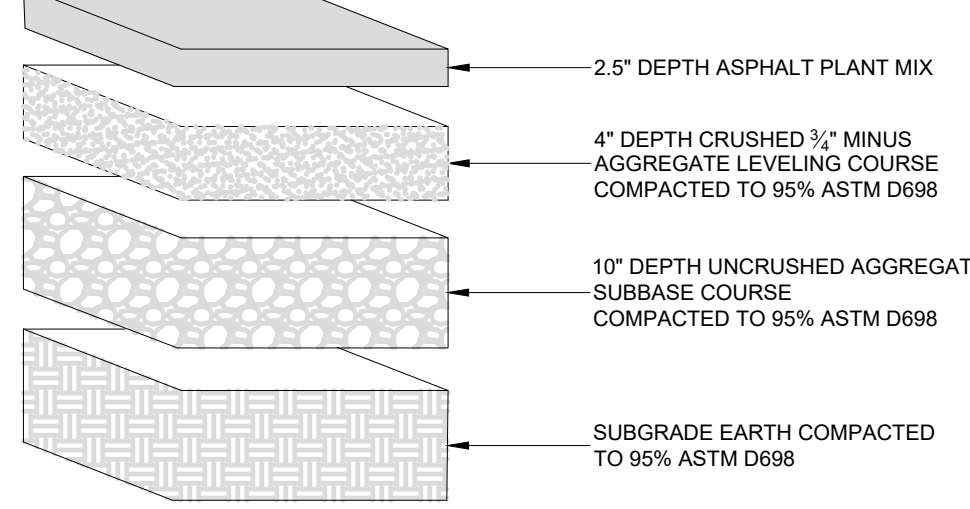
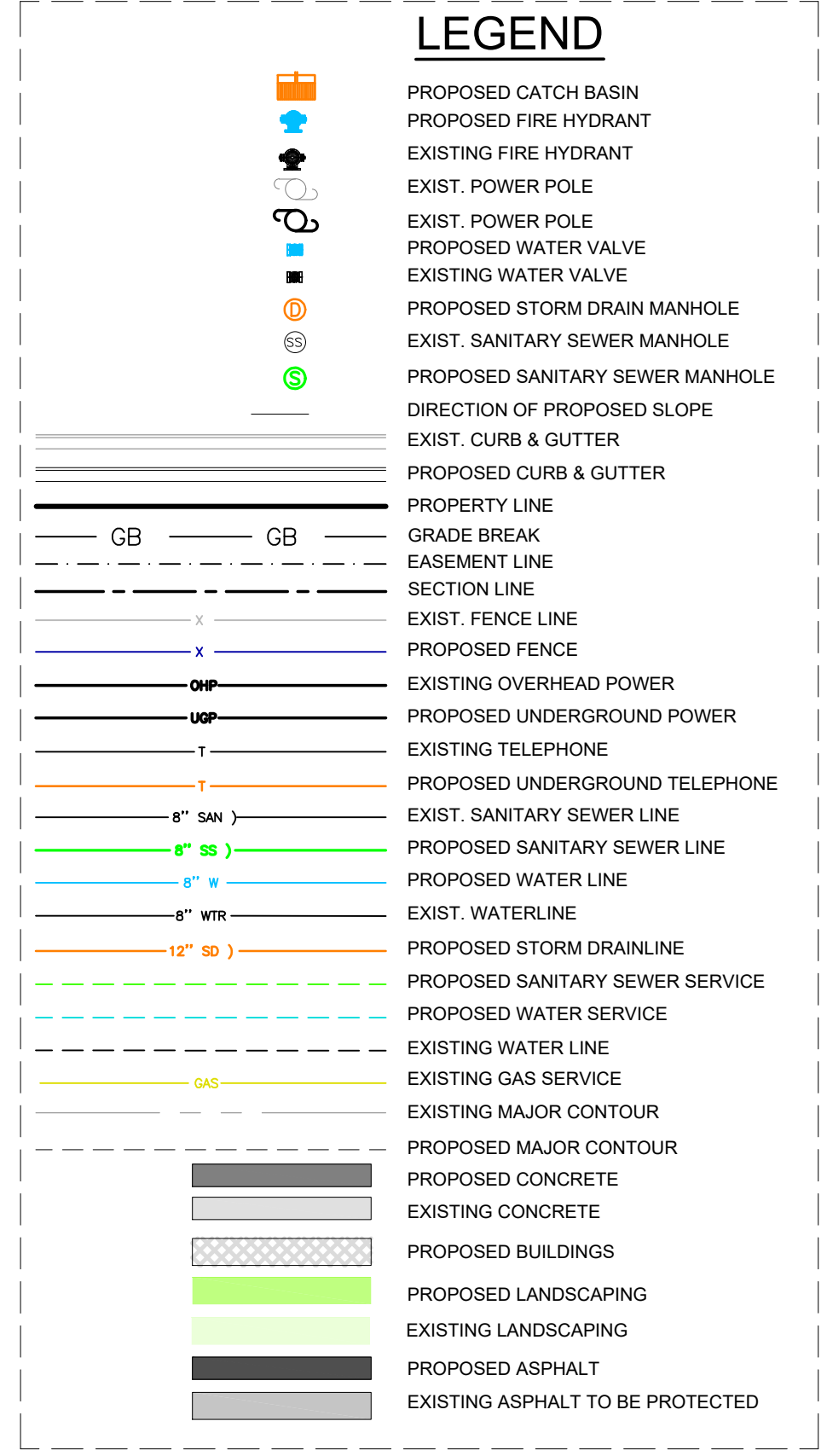
PUD CONCEPT FOR:

SKYLINE MANOR TOWN HOMES DIV. 2

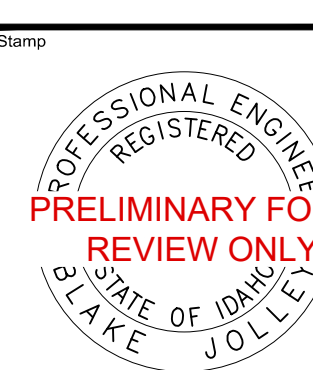


GRAPHIC SCALE

(IN FEET)
1" = 20'



SINGLE BUILDING FOOTPRINT



ENGINEERING DEPT.	
SEWER FRONT FOOTAGE	275 FT.
WATER FRONT FOOTAGE	275 FT.

NOTES:

1. The address shall be posted and maintained on every job site prior to and during construction. **NO ADDRESS = NO INSPECTION.**
2. A **Site Plan** including a completed City review block shall be on the job site at all times during construction.
3. **Any changes** to this site plan shall be submitted to the City of Idaho Falls Planning and Building Division for approval prior to construction.
4. **Failure to comply** with the requirements of this plan may result in the City withholding building permits, certificates of occupancy, water or electrical service.
5. **Approval of the City Engineer** is required for any proposed construction within a public right-of-way or easement and shall be in accordance with the **current City of Idaho Falls Standard Specifications and Drawings**.
6. A **City of Idaho Falls Public Works License** is required for any contractor working in a public right-of-way or easement.
7. A **Public Right-of-Way Use Permit** is required for any work in any public right-of-way or easement. The City Engineering Department must be notified at least two (2) days prior to any excavation under this permit (208-612-8250).
8. **Placing Concrete** within the public right-of-way requires inspection and approval by the City Engineering Department. The department shall be notified at least four (4) hours prior to placing (208-612-8250).
9. All **Driveway Approaches** shall be concrete and meet the requirements of the current City of Idaho Falls Standard Specifications and Drawings. All driveways and parking areas shall be hard surface.
10. **Replace** all broken or poor quality curb, gutter, and sidewalk.
11. **Remove** all unused driveway approaches and replace with standard full height curb, gutter and sidewalk.
12. A Licensed Idaho Professional Engineer shall inspect, certify to City Standards, and prepare "As-built" drawings for all **Water, Sanitary Sewer and Storm Sewer Main Lines**.
13. All **Water Service Lines** less than four (4) inches and **Sanitary Service Lines** less than eight (8) inches shall be inspected by the City Sewer Department prior to backfilling (612-8108).
14. Pursuant to IDAPA 58.01.08, all new construction shall install provisions for a future water meter to capture domestic and landscape irrigation uses. Provisions shall be installed per City of Idaho Falls Standard Drawing 600-1 or 600-3. Contact Water Supt. (208-612-8471) to determine if meter itself is required. Meters or meter idlers shall be on approved material list and may be purchased from Water Department warehouse (208-612-8474).
15. **Fire flow and access road requirements for commercial buildings** are based on building construction type, height, and total square footage of all floors. This information must be provided on the site plan.
16. **Private fire service water mains** shall be installed by, or under the supervision of, a city licensed fire sprinkler contractor. Fire service mains must be tested and approved by the Fire Marshal prior to backfilling.
17. All **Electrical Facilities**, including new services or the relocating of existing, shall be in accordance with the current Idaho Falls Power Service Policy. Service Policy available at I.F.P. office or I.F.P. website. The developer must submit two (2) copies of these plans directly to Idaho Falls Power for the design and/or approval of electric service. Contact Idaho Falls Power prior to construction of electrical facilities (612-8430).
18. All single-family attached dwellings shall have separate electrical, water, and sewer service lines without any common facilities.
19. Appropriate erosion and sediment control requirements associated with construction shall be shown on the Site Plan or a separate attached plan.
20. In compliance with Idaho Code § 55-1613 a field search and location survey has been conducted under the direction of a professional land surveyor prior to this project's construction.



CITY OF IDAHO FALLS SITE PLAN APPROVAL
Revision 10/2018

Approved _____ Date _____
City of Idaho Falls

PROPERTY LEGAL DESCRIPTION

SKYLINE MANOR TOWNHOMES DIV. 2
AN ADDITION TO THE CITY OF IDAHO FALLS
LOCATED IN THE NORTHWEST 1/4 OF SECTION 24, 2 N., R. 37 E., B.M., BONNEVILLE COUNTY, IDAHO
LOTS 1-11

SITE PLAN CONTACT PERSON

NAME: BARRY BAME
ADDRESS: 2295 N Yellowstone Hwy. #6, Idaho Falls, ID ZIP 83404
PHONE: 208.881.0081

SITE PLAN NAME AND ADDRESS

SKYLINE MANOR DIV. 2 PUD
1560 W PANCHERI DR

FILE NO.	DRAWN BY:	DATE PLOTTED:	SHEET NO.
21-091	TT	Feb. 1, 22	1 of 1
SCALE: 1" = 20'	CHECKED BY: BDJ	REVIEW NO.: 2	



1 Front Elevation
1/4" = 1'-0"



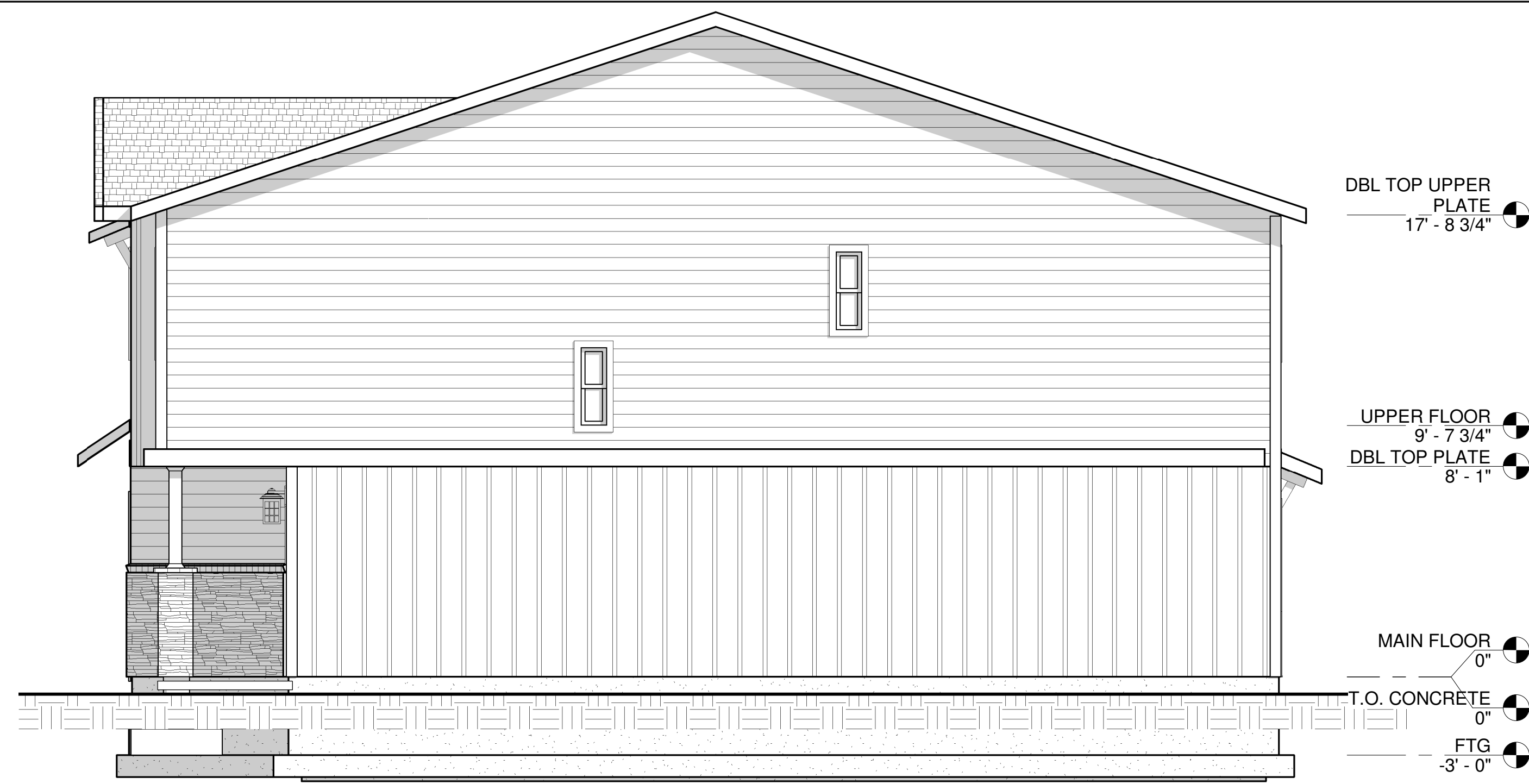
2 Rear Elevation
1/4" = 1'-0"

**B'n'R Drafting
Services LLC**
1993 N. 37th E
Idaho Falls, Idaho
83401
208-589-8383

TOWNHOUSES	
DATE: 11 Nov 2020	FOR: Harris -, Idaho
DRAWN BY: RRS	
PROJECT: 20101012	

REV	DATE	DESCRIPTION

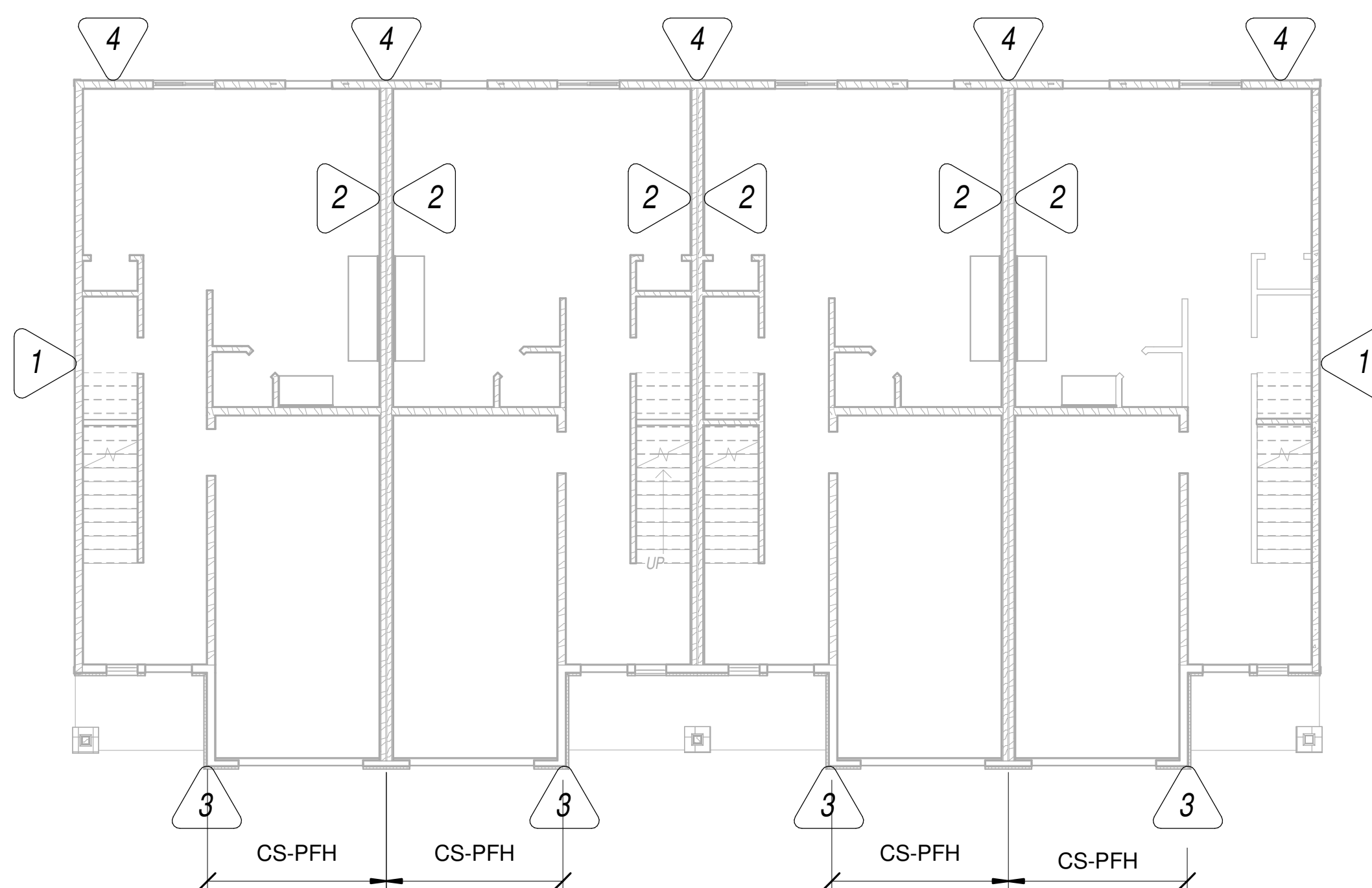
ELEVATION
7 of 8



1 Right Elevation
1/4" = 1'-0"



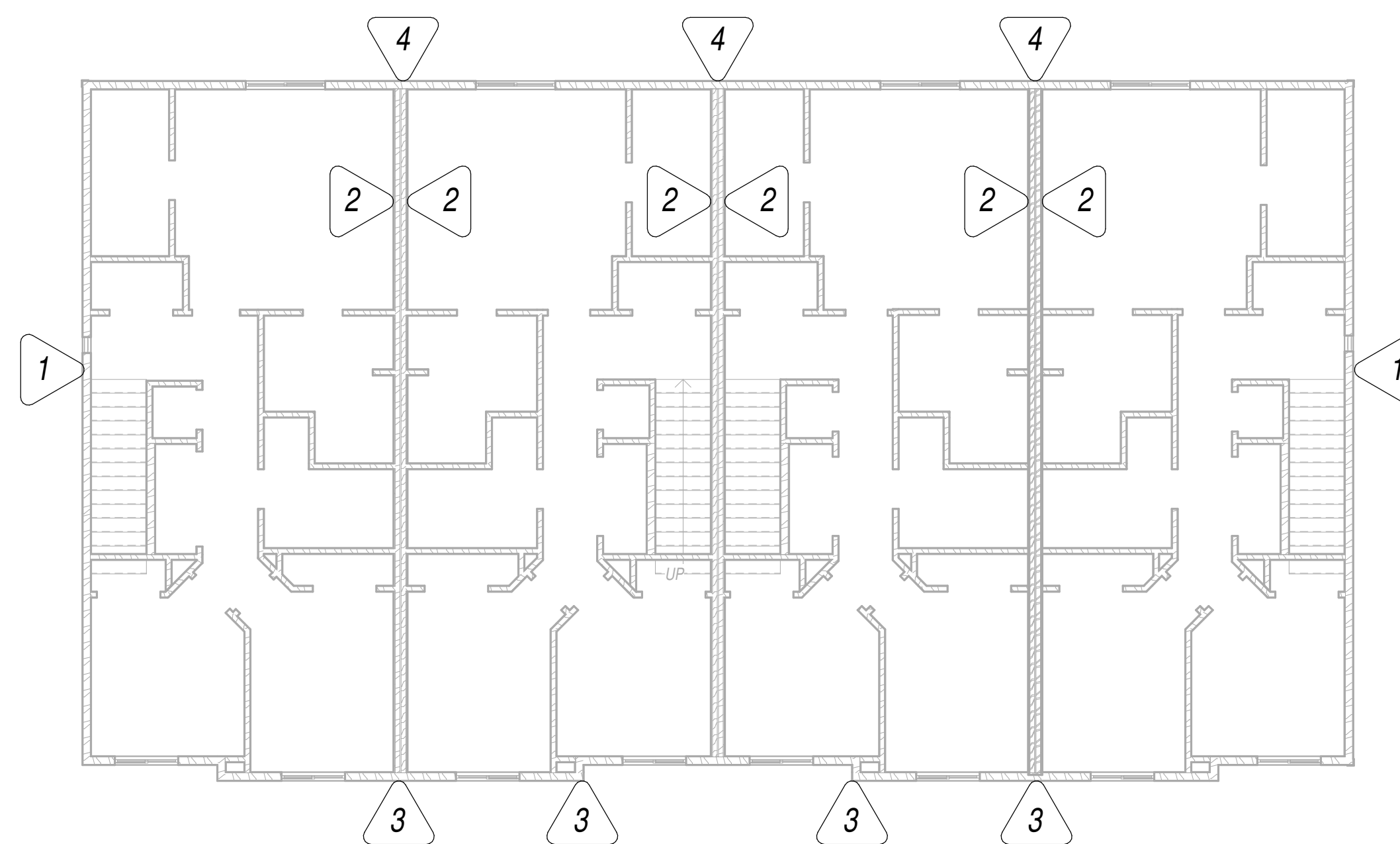
2 Left Elevation
1/4" = 1'-0"



- 1 Continuous Sheathing
6d @ 6" o.c. (Panel Edge) and @12" (Intermediate)
or (16ga x 1 3/4 staples @ 3" o.c. (Panel Edge)
and 6" o.c. (Intermediate)
- 2 Gypsum Board (min 24.34' of wall)
Nail or Screws @ 7" o.c. (@ all Panel Edge)
- 3 Continuous Sheathing -Portal Frame
See Detail
- 4 Continuous Sheathing
6d @ 6" o.c. (Panel Edge) and @12" (Intermediate)
or (16ga x 1 3/4 staples @ 3" o.c. (Panel Edge)
and 6" o.c. (Intermediate)
- 5 Continuous Sheathing (min 9.59' of wall)
6d @ 6" o.c. (Panel Edge) and @12" (Intermediate)
or (16ga x 1 3/4 staples @ 3" o.c. (Panel Edge)
and 6" o.c. (Intermediate)
- X HOLDOWN - CAPACITY 1,000 LBS UPLIFT

Note: * A BWP is to be Located within 10' of end of the Brace Wall Line
and are to Be Located not More than 20' Apart.
* Separation Wall to Extend to Exterior Sheathing

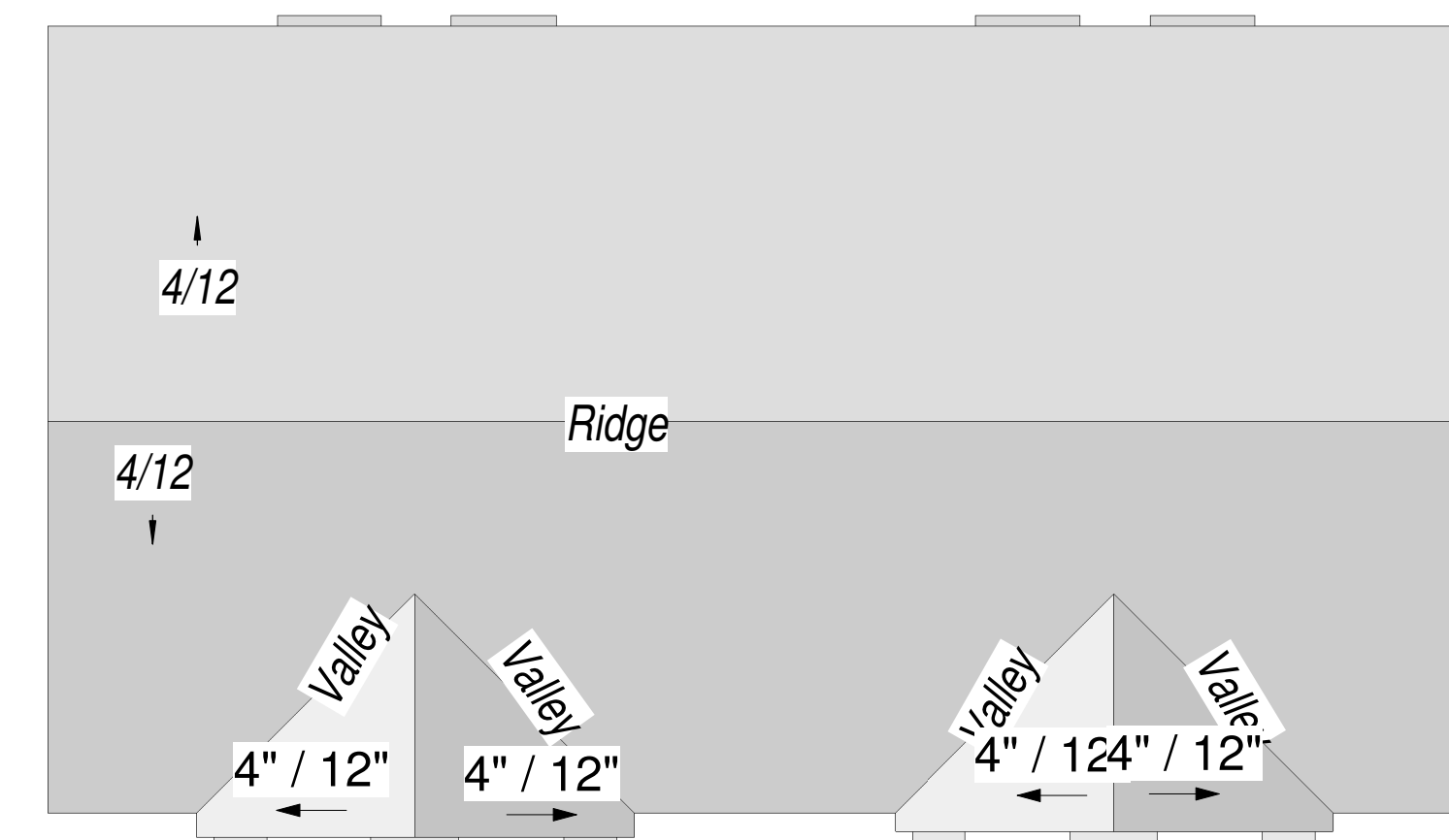
4 BRACE WALL PANEL
LAYOUT
1/8" = 1'-0"



- 1 Continuous Sheathing
6d @ 6" o.c. (Panel Edge) and @12" (Intermediate)
or (16ga x 1 3/4 staples @ 3" o.c. (Panel Edge)
and 6" o.c. (Intermediate)
- 2 Gypsum Board (min 11.37' of wall)
Nail or Screws @ 7" o.c. (@ all Panel Edge)
- 3 Continuous Sheathing
6d @ 6" o.c. (Panel Edge) and @12" (Intermediate)
or (16ga x 1 3/4 staples @ 3" o.c. (Panel Edge)
and 6" o.c. (Intermediate)
- 4 Continuous Sheathing
6d @ 6" o.c. (Panel Edge) and @12" (Intermediate)
or (16ga x 1 3/4 staples @ 3" o.c. (Panel Edge)
and 6" o.c. (Intermediate)

Note: * A BWP is to be Located within 10' of end of the Brace Wall Line
and are to Be Located not More than 20' Apart.
* Separation Wall to Extend to Exterior Sheathing

5 BRACE WALL PANEL
LAYOUT - UPPER
1/8" = 1'-0"



3 ROOF CONTOUR
3/32" = 1'-0"

CRICKETS ARE TO BE FIELD LOCATED AS
NEEDED TO INSURE PROPER DRAINAGE.



1993 N. 37th E
Idaho Falls, Idaho
83401
208-589-8383

TOWNHOUSES	
DATE: 11 Nov 2020	FOR: Harris
DRAWN BY: RRS	- , Idaho
PROJECT: 20101012	

These plans have been prepared by an ADDA Certified Drafter to approved
drafting practices. All information contained in these plans have been
checked and approved by the drafter. The drafter is not responsible for
any errors or omissions. The drafter is not responsible for any errors or
omissions. The drafter is not responsible for any errors or omissions.
Electrical Engineering for this project unless explicitly noted. B'n'R Drafting
Services will not perform any services reserved for an Architect or Engineer.
All Liability for this project remains solely with the contractor, subcontractors
and Owner. Final Plans are accepted AS IS.

REV	DATE	DESCRIPTION

ELEVATION
8 of 8

STAFF REPORT
Planned Unit Development
Skyline Manor Townhomes Div. 2
March 10, 2022



Applicant: Connect Engineering

Project Manager:
Naysha Foster

Location: Generally located north of Pancheri Dr, east of S Skyline Dr, south of Tulane St, west of S Saturn Ave.

Size: 0.65 acres

Units: 10

Existing Zoning:

Site: R3
 North: R2
 South: HC
 East: R3
 West: R1

Existing Land Uses:

Site: Vacant
 North: Res/Multi-Fam
 South: Vacant
 East: Res/ Single Fam
 West: Single Fam

Future Land Use Map:

General Urban

Attachments:

1. Maps
2. Aerial photos
3. PUD Site Plan
4. Elevations
5. PUD Standards

Requested Action: To **recommend** to the Mayor and City Council approval of the Planned Unit Development of Skyline Manor Div. 2.

History: This property was annexed in July of 1969 with an initial zoning of R-1. In June 1976 the property was rezoned from R-1 to R-2. April of 2018 the property was rezoned a part of the City-wide initiated zone change from R-2 to R3A. The Airport Overlay Zone was added in May of 2019. The property has not been platted since annexation and will have to be platted prior to development.

Staff Comments: The application for the proposed PUD was submitted on October 27, 2021. The proposed PUD consists of two buildings, one triplex and one seven plex for a total of ten units and is an extension of Skyline Manor Townhomes Division 1 PUD, that was approved in August of this year. The dwellings will be townhomes style units. Each unit will have a one car garage and two additional parking spaces, for a total of 30 parking spaces. Only 20 are required. The proposed amenities include sidewalks throughout the PUD that connect to the pathway to Pancheri and a playground area in Division 1. Pathway connection to Pancheri will allow residents to connect into the Riverwalk to the east and several school facilities to the west. The proposed PUD meets the 25% landscape requirement with 25.3%. The landscape strip contiguous to the street must be a minimum of 10 ft. and will require trees every 40 ft. on center and grass or other ground cover as required by the Zoning Ordinance. Access is from Skyline Dr for Division 2 and will extend through Division 1 with an access to Pancheri, both are minor arterials. The streets within the PUD will be privately owned and maintained. Water, sewer and power are easily accessible to this property. Storm water will be retained on site. The density allowed is 35 units per gross acre. The airport Overlay Zone, Controlled Development allows for residential structures of multiple stories. The developer is asking for a variance for the rear setbacks of the units in the northwest corner of the development. The minimum setback in the R3A zone is 25 ft., however the purpose of the PUD is to provide flexibility from traditional zoning standards and encourage the most suitable use of the site. A rear setback variance of 10 feet was granted as part of Division 1.

Staff Recommendation: Staff recommends approval of the PUD. The PUD conforms to the requirements outlined in section 11-26(W) of the Zoning Ordinance.

PUD Standards	Staff Comments
Siting Requirements: Minimum site size shall be two (2) acres.	The PUD consists of 0.65 acres. The minimum site size for a PUD shall be 2 acres, with the exception in Section 11-2-6(W)(4)(a), that allows a smaller lot if it is considered redevelopment or provides a public benefit or amenity.
Regulations and Uses: Function as an overlay zone, all regulations and uses shall be the same as the underlying zoning district unless modified as part of the PUD.	The underlying district is R3A. The R3A use and standards shall govern the project.
Unified Control:	The PUD will include a Homeowners Association.
Density: The residential density in the R3A zone with a PUD is 35 units per gross acre.	The developer is proposing 15.38 units per gross acre.
Location of Buildings and Structures: The maximum structure height for a residential PUD shall be determined by the underlying base zone, except where a structure is set back from required setback lines by at least one foot (1') for each additional foot of building height	There are no building height restrictions in the R3A Zone, unless the wall is taller than 24 ft and it is adjacent to a residential zone, then additional setbacks are required. The proposed structures do not exceed the 24 ft wall height.
Arrangement and Design: Residential buildings include a high quality of design and should be separated and arranged to provide for private space in addition to common areas.	The arrangement of the townhomes will provide some private space, but also be open to the common areas.
Landscaping: All areas within the PUD not covered by buildings, parking spaces, sidewalks or driveways shall be landscaped and maintained.	All non-hard surfaced areas are proposed to be covered by landscaping.
Common Space: All PUDs shall provide common and landscaped areas. Not less than twenty five percent (25%) of the gross area of a PUD shall be designated and maintained as common space.	The proposed PUD meets the twenty five percent requirement. The proposed landscape area is 25.3%.
Amenities: PUDs shall provide amenities in addition to the common space required by this Section. The number and size of the amenities should increase as overall acreage and scale of the development increases.	This development would be required to have one amenity. The developer is proposing connectivity of sidewalks within the PUD to the public walk path along Pancheri and Division 1 includes a playground.
Pedestrian System: Walkways shall form a logical, safe, and convenient system for pedestrian access to all structures and amenities.	The PUD will provide sidewalks within the development.
Phasing:	Division 2 will be constructed in one phase.

Comprehensive Plan Policies:

Residential development should reflect the economic and social diversity of Idaho Falls. New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through parks, open spaces and streets. (p. 40)

A park sufficient to meet neighborhood needs shall be provided to serve residential development. (pg. 40)

Encourage development in areas served by public utilities or where extensions of facilities are least costly. (pg. 67)

Zoning:

11-6-3: APPLICATION PROCEDURES.

(1) Application Procedures for a Planned Unit Development (PUD).

(8) Approval of the PUD shall expire if no effort is made to complete the PUD within eighteen months from the date of Council's approval of the development plan.

11-2-6: (W) Planned Unit Development (PUD).

(1) Purpose. The purpose of the Planned Unit Development (PUD) regulations is to allow for residential and limited commercial uses, or a mix of residential and limited commercial uses, in an overall site development that may vary from the requirements of this Code. The intent of the PUD regulations is also to:

- (a) Allow for flexibility from traditional zoning standards that results in development providing an improved living environment, including usable common space, amenities or services, increased landscaping, additional architectural features or standards, and compatibility with the contiguous neighborhood.
- (b) Promote flexibility and innovation of design while permitting diversification of development types in order to encourage the most suitable use of a site.
- (c) Achieve a compatible land use relationship with the surrounding area.
- (d) Promote redevelopment and reuse of previously developed property.
- (e) Encourage development of vacant properties within developed areas.
- (f) Provide usable and suitably located common space, recreation facilities or other public/common facilities.
- (g) Facilitate functional and efficient systems of streets, pathways, utilities, and municipal services on and off site.
- (h) Promote efficient use of land with a more flexible arrangement of buildings and land uses.
- (i) Provide for master planned development that includes interconnected design elements between structures or phases, increased amounts of landscaping or natural features, connections to the surrounding neighborhood or public lands and unique architectural features.
- (j) Ensure appropriate phasing of development and amenities.

(k) Provide for attractive streetscapes that are not dominated by parked vehicles or garage entrances.

(2) Allowed Uses.

(a) All uses allowed in the underlying zone.

(b) Limited commercial uses in mixed use developments not otherwise allowed in the base zone as set forth in Chapter 2 Land Use Regulations of when:

(i) The uses are consistent with the character of the neighborhood, mitigate impacts to the surrounding area and are sited and designed such that the activities present will not detrimentally affect residential uses.

(ii) The uses do not create a traffic or pedestrian safety hazard or generate traffic more than the capacity of the public streets serving the development or its own proposed access points to those streets.

(iii) The limited commercial uses within a residential zone do not constitute more than twenty percent (20%) of the gross land area of the PUD.

(3) General Requirements.

(a) Unified Control. The development site of a PUD shall be under unified ownership or control and shall be planned as a whole so all landscaping, off -street parking and other common areas can be properly maintained.

(b) Establishing Additional Standards. In addition to general building and development standards, additional design standards may be imposed in the approval of a conditional use to satisfy the criteria for PUD development as set forth in this Section. The requirement of additional conditions to implement these standards shall be consistent with the process for approval of a conditional use permit for a PUD as set forth in Chapter 6 Administration.

(c) Applicability of Other Regulations. Unless otherwise approved through the Conditional Use Permit, a PUD shall conform to all requirements set forth elsewhere in this Code, Subdivision Regulations, Standard Specifications and Drawings, and all other applicable regulations and standards of the City of Idaho Falls.

(d) Approval Process. The application requirements, review steps and approval process for a PUD as set forth in Chapter 6 Administration.

(4) Dimensional Requirements. Dimensional standards, including minimum lot size, setbacks, maximum density and height, and required parking and parking dimensional standards, if different from the regular requirements of this code shall be established for each individual PUD based upon the following criteria:

(a) PUD Size. The minimum site size for a PUD shall be two (2) acres. Smaller acreage may be considered for a PUD on land that the Council finds is redeveloping or provides a public benefit or amenity.

(b) Lot Size. There shall be no minimum lot size.

(c) Density.

(i) The maximum density allowed in residential zones is set forth in Table 11-2-4

Maximum Residential Density:

Table 11-2-4: Maximum Residential Density

Base Residential Zone	Dwelling units/gross acres
RE	2
RP	5
RMH	8
R1	8
R2	17
TN	17
R3	35
R3A	35

- (ii) For other base zones where residential uses are allowed, the maximum density allowed shall be thirty-five (35) dwelling units per gross acre.
- (iii) The maximum number of units permissible in each individual zone shall be calculated separately, and no allowed dwelling unit density can be transferred between zones.
- (d) Setbacks shall reflect the general standards of the area and character of the neighborhood in which the PUD is located.
 - (i) In residential PUDs, the established setbacks of residential properties contiguous to or across the street from the PUD, shall constitute the minimum setback for the perimeter area of the PUD which it is contiguous to.
 - (ii) Internal setbacks between buildings or internal lot lines within residential PUDs may be established as part of the PUD process.
- (e) Height. The maximum structure height for a residential PUD shall be determined by the underlying base zone, except where a structure is set back from required setback lines by at least one foot (1') for each additional foot of building height.

(5) Landscaping and Buffering.

- (a) All areas within the PUD not covered by buildings, parking spaces, sidewalks or driveways shall be landscaped and maintained.
- (b) Landscape plans shall be submitted as part of the PUD application.
- (c) Internal landscaping area, excluding required buffers, shall provide the following, a minimum one (1) tree per five thousand square feet (5,000 ft²). A minimum of two (2) shrubs for each required tree. The use of native vegetation which reduces water consumption is encouraged.
- (d) Alternate tree spacing can be requested as part of the PUD, but shall not reduce the total minimum number of trees required.
- (e) All PUDs that include limited commercial uses or residential uses contiguous to existing commercial uses shall provide a buffer from contiguous residential uses that are not part of the PUD development.
 - (i) The buffer shall be no less than ten feet (10') in width and shall include trees with no less than twenty foot (20') centers separating them; and
 - (ii) A six foot (6') opaque fence (opaque fence shall not include chain link fencing with or without slats) or a dense hedge of shrubbery which shall attain a height of at least six feet (6').

(7) Streetscapes.

- (a) All PUDs shall have frontage on a public or an approved private street.
- (b) The development shall provide safe, inviting, and attractive streetscapes.
- (c) Except for the area occupied by a permitted driveway, a landscape strip shall be provided and maintained along the side of the property bordering any public or private street that is closest to the portion of the lot containing a structure or other development.
 - (i) The landscape strip contiguous to perimeter public streets shall be no less than twenty feet (20') in width and shall include trees (with no less than thirty feet (30') centers separating them) and lawn or other ground cover.
 - (ii) The landscape strip contiguous to internal public and private streets shall be no less than ten feet (10') in width and shall include trees (with no less than forty feet (40') centers separating them) and lawn or other ground cover.
- (d) Trash enclosures and dumpsters shall not be located within setbacks or contiguous to any Street.

(8) Common Space. All PUDs shall provide common space and landscape areas as follows:

- (a) Not less than twenty-five percent (25%) of the gross area of a PUD shall be designated and maintained as common space for the recreational and/or common use of the occupants of the development.
- (b) Common space may include an open space parcel or parcels of land, an area of water, or a combination of land and water, recreational facilities, either public or private, ball courts, swimming pools, playgrounds, drainage facility developed with physical amenities, exercise rooms or similar facilities.
- (c) Common spaces shall not include areas within any road, driveway, parking area, sidewalk contiguous to a public or private street, required landscape strip or buffer, and a drainage facility that does not include additional physical amenities, as identified in this Section, beyond open space.

(9) Amenities. All PUDs shall provide amenities in addition to the common space required by this Section as follows:

- (a) The number and size of amenities should increase as overall acreage and scale of the development increases. At least one (1) amenity shall be provided for the first fifty (50) residential units proposed, and one (1) additional amenity shall be provided for each fifty (50) residential units proposed thereafter.
- (b) Amenities should be placed in logical areas that allow convenient access to most of the occupants of the development.
- (c) PUDs shall provide at least one (1) of the following amenities:
 - (i) Private or public recreational facility, such as a swimming pool, ball courts, or playground, in scale with the development.
 - (ii) Private or public plaza, pedestrian mall, garden, arboretum, square or other similar open space.
 - (iii) Public access to or additions to the greenbelt, neighborhood park systems or other public open space or enhanced pedestrian connections to adjacent employment and shopping centers.

- (iv) Trail system or pedestrian paths in addition to necessary circulation paths that would be required if the development was not a PUD.
- (v) Water features, sculptures or work of art.
- (vi) Private streets that include landscaped medians.
- (vii) A drainage facility developed with additional physical amenities beyond open space.
- (viii) Similar amenities which reflect the purposes of this Section as approved.

(10) Pedestrian system.

- (a) PUDs shall provide pedestrian connections to existing or proposed schools, parks, public lands or pathways on adjacent properties.
- (b) The pedestrian connections shall form a logical, safe, and convenient system for pedestrian access to all structures, project facilities and amenities, and principal off -site pedestrian destinations.

(11) Phasing. Phasing of development and associated public and private improvements is permitted, subject to an approved phasing schedule. Phased development shall be considered with the initial PUD approval process and a phasing schedule shall be approved as part of the development plan. Proposed amenities shall be constructed with the first phase or approved according to the phasing schedule, provided that a majority of the improvements occur within the first phase. Upon approval of the development plan and schedule for all phases of the PUD, each phase of the development may occur in accordance with the review and approval procedures, as specified by this Code.

December 7, 2021

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Natalie Black, Joanne Denney, Gene Hicks, George Morrison, Arnold Cantu

MEMBERS ABSENT: Lindsey Romankiw, Margaret Wimborne

ALSO PRESENT: Planning Director Brad Cramer, Assistant Planning Director Kerry Beutler, and planners Naysha Foster and interested citizens.

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

CHANGES TO AGENDA: None.

MINUTES: Black moved to approve the Minutes from November 9, 2021 with a minor correction on Jennie Lee spelling, Denney seconded the motion and it passed unanimously.

Public Hearing (s):

2. PUD 21-005: PLANNED UNIT DEVELOPMENT. Planned Unit Development for Skyline Manor Division 2.

Dixon opened the public hearing.

Applicant: Barry Bane, Connect Engineering 2295 N. Yellowstone, Unit 6, Idaho Falls, Idaho. Bane presented .65 acres and the PUD will have single family lots. Bane stated that each townhome will be subdivided to be sold individually. Bane stated that there will be some cross over from Division 1 and Division 2. Bane stated that all the storm water from Division 2 will go to Division 1 and that pond will still be used as an amenity. Bane stated that Division 2 Common lot next to Skyline and Pancheri could have been a storm pond, but they felt it was better used as flat common area for kids to play. Bane stated there will be a pathway that is 8' that will connect to Skyline. Bane stated that they are proposing a fence to go along the south property line and the west side of Skyline to help with security for the common space. Bane stated that there will also be a landscape buffer. Bane stated each car will have a 1 car garage as well as 2 spaces out in front for parking. The PUD is 10 units with a total of 30 parking spaces. Bane is asking for a variance in the setback to the north (which is the same variance they asked for in Division 1). Bane stated that the setback is smaller than the minimum and where they don't own the property in the middle, it complicates the road placement going out to Skyline, so the north setback is smaller.

Black asked if the reason for the PUD is the variance. Bane stated that the reason for the PUD is so they can have sellable lots. Residential lots need to have public street frontage, and these are private streets, so in order to have sellable lots they had to have a PUD. Bane indicated that the density for R3A could be 35 units to the acre, and they're less than half that.

Dixon asked what type of fence they plan to install. Bane stated that the drawing indicates 6' vinyl fence. Dixon confirmed that they will be enlarging the north end of the drainage. Bane agreed that it will be a teared system. Dixon asked if the middle property owner decides to sell, they can put in more units. Bane agreed.

Hicks asked what access points they have. Bane indicated they will have access to Pancheri from Division 1 and access to Skyline from Division 2.

Dixon asked what type of property is immediately to the north. Bane is unsure. Beutler indicated that it is a duplex. Foster indicated that it is multi-family. Beutler stated that the way the structures are oriented it has a driveway and 2 car garage that faces Skyline and then the front door to the units are on the north side. Beutler clarified that they do have back doors on the south side of the building so it would be back doors facing each other with this development.

Bane stated that the smaller setback is consistent with what is in the area with smaller setbacks. Beutler stated that a typical side yard setback would be 6' so that is what the code allows now, and they are proposing just under 8' in the narrowest part and widens out to 11.5', and Division 1 had the smallest area being 10'. Bane stated that good engineering practices require the road to meet up with Skyline at 90 degrees, so rather than coming in at an angle they came in at 90 degrees, but it lessens the setback.

Dixon stated that they could move the buildings to the south. Bane stated that they can't move the road north. Dixon stated that if they did a slight angle, it wouldn't make the last 3 so pinched, but he is not sure how much difference it would make. Bane stated that it is hard to get the S curve to come back in at a 90 degree. Dixon asked about the 3rd unit in on the north side how much of a setback does it have. Bane stated that it has 9.18' so the difference is less than 2 feet.

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

Dixon asked if the 1 amenity that is required is the total. Foster stated that the amenity is already in Division 1, so the 2 Divisions combined only need one amenity. Bane confirmed that they do have 2 amenities. Foster indicated that they consider connectivity to Pancheri an amenity too.

No one appeared in support of opposition.

Dixon closed the public hearing.

Morrison expressed his appreciation to the engineer in being a leader for the pathways on applications that are put in voluntarily. Morrison feels it will be a good addition to the community.

Morrison moved to recommend to the Mayor and City Council approval of the Planned Unit Development for Skyline Manor Townhomes Division 2, as presented, Hicks seconded the motion. Dixon called for roll call vote: Black, yes; Cantu, yes; Denney, yes; Hicks, yes; Morrison, yes. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

PLANNED UNIT DEVELOPMENT OF SKYLINE MANOR TOWNHOMES DIVISION 2, LOCATED GENERALLY NORTH OF PANCHERI DR, EAST OF S SKYLINE DR, SOUTH OF TULANE ST, WEST OF SATURN AVE.

WHEREAS, the applicant filed an application for a PUD on October 27, 2021; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on December 7, 2021; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on March 10, 2021; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls 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.
2. The PUD is a 0.65-acre parcel located generally north of Pancheri Dr, east of S Skyline Dr, south of Tulane St, and west of S Saturn Ave.
3. The property is currently zoned R3, Multiple Dwelling Residential.
4. The proposed PUD consists of triplex and seven plex totaling 10 townhome style units.
5. The PUD provides required amount of landscaping, there will be two amenities, including a play area in Division 1 and connectivity of walk path to City walk path.
6. All streets within the PUD will be private.
7. A variance for reduced rear setbacks on the north side of the building in the northwest corner was granted.
8. The PUD complies with the requirements of the Zoning Ordinance of the City of Idaho Falls.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the PUD for Skyline Manor Townhomes Division 2.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____ 2022

Rebecca L. Noah Casper, Mayor

Memorandum

File #: 21-428

City Council Meeting

FROM: Brad Cramer, Director
DATE: Thursday, February 24, 2022
DEPARTMENT: Community Development Services

Subject

Ordinance to amend Title 7, Chapter 9 to add public transportation facility signs to the sign code.

Council Action Desired

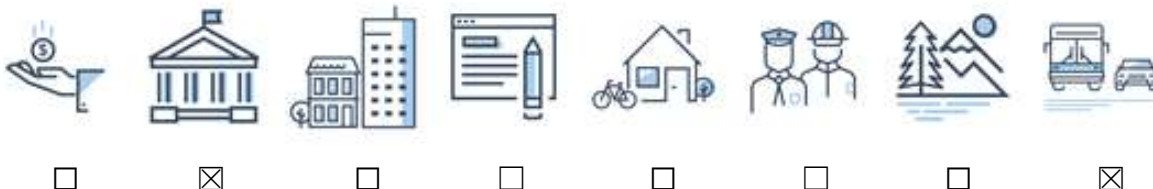
☒ Ordinance ☐ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)

To approve the amendment of Title 7, Chapter 9 to add public transportation facility signs to the sign code under a suspension of the rules requiring three complete and separate readings and request 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, reject the Ordinance, or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is an ordinance amending Title 7, Chapter 9 to add public transportation facility signs to the sign code. This ordinance is in response to the recent efforts to launch Greater Idaho Falls Transit (GIFT) to provide public transportation in Idaho Falls. Although the program at this point is focused on micro-transit, as the system grows it may eventually include fixed routes with benches and shelters. Advertising is traditionally a part of such facilities, but the sign code does not currently accommodate off-premise advertising of this type. This proposal modifies the code to allow advertising on benches and shelters only associated with the official public transportation provider for the City.

Alignment with City & Department Planning Objectives



The proposed ordinance is consistent with principles of Good Governance and Transportation.

Interdepartmental Coordination

CDS has worked with the City Attorney's office on the drafting of the ordinance.

Fiscal Impact

NA

Legal Review

Legal has reviewed the attached ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 7, CHAPTER 9 TO CLARIFY AND ADD WATER PLAN DEVELOPMENT, ELECTRONIC MESSAGE CENTER, AND PUBLIC TRANSPORTATION TO THE SIGN CODE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City adopted the City Sign Code with its latest change the 9th day of August 2018 associated with amending the standards related to Master Planned Development Signs and Electronic Message Center Signs within proximity to the freeway and state highway, and

WHEREAS, the City desires for language and tables of the sign code to be consistent and clear; and

WHEREAS, upon the review of the sign code Planning Division Staff has determined there are minor updates needed to improve the consistency and clarity of the code: and

WHEREAS, the City desires to add standards related to Public Transportation Facility Signs within all city zones.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, THAT:

SECTION 1: Title 7, Chapter 9 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

7-9-12: DEFINITIONS: The words and terms used in this Sign Code shall have the meanings indicated below.

...

PROFESSIONAL OFFICE ZONE: Professional office zones shall be the R3A and PB zones.

PUBLIC TRANSPORTATION SERVICE PROVIDER: A person, company, or other entity approved by the City to provide public transportation services within City limits.

RESIDENTIAL, LOW DENSITY: Low density residential zones shall include the RE, RP, and R1 zones.

...

SIGN, PROJECTING: Any sign attached to a building or structure and extending perpendicularly from said building or structure.

SIGN, PUBLIC TRANSPORTATION FACILITY: A sign attached to a bench, shelter, or other similar facility owned and operated by the City's approved Public Transportation Service Provider.

SIGN, REVOLVING: A sign which has vertical or horizontal rotation of any of its parts by mechanical means.

...

7-9-16: OFF-PREMISE SIGNS PROHIBITED: All off-premise signs are prohibited, except for Billboards and Public Transportation Facility Signs allowed pursuant to this Sign Code.

...

7-9-49: BILLBOARD SIGNS:

(A) No billboard sign may installed within the following locations:

- (1) Within a seven hundred and fifty foot (750') radius from any other billboard sign.
- (2) Within seven hundred and fifty feet (750') of the nearest boundary of the Snake River, the Riverwalk, and land owned by the City of Idaho Falls contiguous with the Snake River.
- (3) Within seven hundred and fifty feet (750') from properties or districts listed on the National Register of Historic Places.
- (4) Within five hundred feet (500') from any residential zone.

(C) Stacking or side-by-side billboards are not allowed.

(D) Billboards shall only be used for off-premise signs.

(E) LED and Tri-vision billboards must adhere to the following regulations:

- (1) Billboards shall not include any illumination or image which moves continuously, appears to be in motion, or has any moving or animated parts, or video displays, or broadcasts. No such sign shall include any illumination which is flashing or moving.
- (2) The message or image must remain static for a minimum of eight (8) seconds.
- (3) An automated change of message or image must be accomplished within two (2) seconds or less and contain a default design that will freeze the sign face in one (1) position should a malfunction occur.
- (4) Each electronic message center shall be equipped with a photocell dimmer to automatically dim with changes in ambient light. When requesting a permit for an electronic message center, the applicant shall submit documentation certifying the sign is equipped with a photocell dimmer and the dimmer shall be used at all times the sign

is in operation.

(5) The night-time illumination of LED billboards shall conform to the criteria in this section. The difference between off and solid-message measurements of an LED billboard shall not exceed 0.3 footcandles at night, applicable one-half (1/2) hour after sunset. The illuminance of an LED billboard shall be measured with an illuminance meter set to measure footcandles accurate to at least two decimals. Illuminance shall be measured with the sign off, and again with the sign displaying a white image for a full color-capable sign or a solid message for a single-color sign. All measurements shall be taken perpendicular to the face of the LED billboard at the distance determined by the total square footage of the sign as set forth in the following table:

Area of Sign in sq. ft.	Measurement Distance in ft.
200	141
220	148
240	155
260	161
280	167
300	173
480	219
672	259
For signs with an area in square feet other than those specifically listed in the table the measurement distance may be calculated with the following formula: Measurement Distance = $\sqrt{\text{Area of Sign sq. ft.} \times 100}$	

7-9-49: PUBLIC TRANSPORTATION FACILITY SIGNS: Public Transportation Signs shall be permitted:

(A) When located at public transportation stops on routes designated by the City's Public Transportation Service Provider.

(B) When such signs attached to public transportation facilities are not larger or taller than the facility to which they are attached.

(C) In Low-Density Residential Zones and certain Medium Density Residential Zones as described in the table below, such signs shall only be permitted on the inward facing walls of a shelter. Signs on the outside walls of a shelter or on bus benches shall not be permitted in these zones.

Table 1: Low Density Residential Zones

	RE	RP	R1
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PORTABLE FREESTANDING	Not allowed	Not allowed	Not allowed
ENTRANCE SIGNS (1 per entrance)	Residential Subdivision Entrances: -32 sq. ft. maximum. -Top of sign maximum 6' above grade.	Residential Subdivision Entrances: -32 sq. ft. maximum. -Top of sign maximum 6' above grade.	Residential Subdivision Entrances: -32 sq. ft. maximum. -Top of sign maximum 6' above grade.
BILLBOARDS	Not allowed	Not allowed	Not allowed
FREESTANDING SIGNS (1 per street frontage)	Not allowed	Not allowed	Not allowed
POLE SIGN:	Not allowed	Not allowed	Not allowed
MONUMENT SIGN	Not allowed	Not allowed	Not allowed
REVOLVING INTERIOR ILLUMINATION, NON- FLASHING	Not allowed	Not allowed	Not allowed
BUILDING SIGNS (The allowed square footage can be made up of any combination of the following sign types.)	Not allowed, except as allowed under the requirements of a home occupation.	Not allowed, except as allowed under the requirements of a home occupation	Not allowed, except as allowed under the requirements of a home occupation
WALL	Not allowed	Not allowed	Not allowed
PROJECTING	Not allowed	Not allowed	Not allowed
AWNING SIGN	Not allowed	Not allowed	Not allowed
ROOF	Not allowed	Not allowed	Not allowed
WINDOW	Not allowed	Not allowed	Not allowed
SHOPPING CENTER SIGNS	Not allowed	Not allowed	Not allowed
ELECTRONIC MESSAGE CENTER	Schools only with conditional use permit	Schools only with conditional use permit	Schools only with conditional use permit
<u>PUBLIC TRANSPORTATION FACILITY SIGNS</u>	<u>Inside of Shelter</u>	<u>Inside of Shelter</u>	<u>Inside of Shelter</u>

Table 2: Medium Density Residential Zones

	R2	TN	RMH
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PORTABLE FREESTANDING	Not allowed	Not allowed	Not allowed
ENTRANCE SIGNS (1 per entrance)	Residential Subdivision Entrances: -32 sq. ft. maximum. -Top of sign maximum 6' above grade. Commercial Uses: -9 sq. ft. maximum -Top of sign maximum 3' above grade.	Residential Subdivision Entrances: -32 sq. ft. maximum. -Top of sign maximum 6' above grade. Commercial Uses: -9 sq. ft. maximum -Top of sign maximum 3' above grade.	Residential Subdivision Entrances: -32 sq. ft. maximum. -Top of sign maximum 6' above grade.
BILLBOARDS	Not allowed	Not allowed	Not allowed
FREESTANDING SIGNS (1 per street frontage)	Commercial Uses: 1 sq. ft. per lineal ft. of building frontage.	Commercial Uses: 1 sq. ft. per lineal ft. of building frontage.	Not allowed
POLE SIGN:	Not allowed	Not allowed	Not allowed
MONUMENT SIGN	-64 sq. ft. maximum -Top of sign maximum 6' above grade.	-64 sq. ft. maximum -Top of sign maximum 6' above grade.	Not allowed
REVOLVING INTERIOR ILLUMINATION, NON- FLASHING	Not allowed	Not allowed	Not allowed
BUILDING SIGNS (The allowed square footage can be made up of any combination of the following sign types.)	Commercial Uses: Not to exceed ten (10) percent of the total square footage of the building elevation.	Commercial Uses: Not to exceed ten (10) percent of the total square footage of the building elevation.	Not allowed
WALL	-No higher than top of building or parapet wall. -Cannot project more than 18" beyond building wall or facade. Must be parallel to wall.	-No higher than top of building or parapet wall. -Cannot project more than 18" beyond building wall or facade- Must be parallel to wall.	Not allowed
PROJECTING	-15 sq. ft. maximum. -No higher than the top of building or parapet.	-15 sq. ft. maximum. -No higher than the top of building or parapet.	Not allowed
AWNING SIGN	Canvas or nylon awning that includes the name of the business or its logo, provided the lettering or logo occupies no more than twenty (20) percent of the surface area of the awning	Canvas or nylon awning that includes the name of the business or its logo, provided the lettering or logo occupies no more than twenty (20) percent of the surface area of the awning.	Not allowed
ROOF	Not allowed	Not allowed	Not allowed
WINDOW	No more than 1/3 of the transparency that contains the sign	No more than 1/3 of the transparency that contains the sign	Not allowed
SHOPPING CENTER SIGNS	Not allowed	Not allowed	Not allowed
ELECTRONIC MESSAGE CENTER	Schools only with conditional use permit	Schools only with conditional use permit	Schools only with conditional use permit
<u>PUBLIC TRANSPORTATION FACILITY SIGNS</u>	<u>Inside of Shelter</u>	<u>Inside of shelter. May be outside of shelter when located on streets designated in the Zoning Code for commercial uses in the TN zone; not larger or taller than the facility to which they are attached</u>	<u>Inside of Shelter</u>

Table 3: High Density Residential Zones

	R3	R3A
PORTABLE FREESTANDING	Not allowed	Not allowed, except properties that fall under the requirement of section 7-9-41.G
ENTRANCE SIGNS (1 per entrance)	Residential Subdivision Entrances: -32 sq. ft. maximum. -Top of sign maximum 6' above grade.	Residential Subdivision Entrances: -32 sq. ft. maximum. -Top of sign maximum 6' above grade. Commercial Uses: -9 sq. ft. maximum -Top of sign maximum 3' above grade.
BILLBOARDS	Not allowed	Not allowed
FREESTANDING SIGNS (1 per street frontage)	Not allowed	Commercial Uses: 1 sq. ft. per lineal ft. of building frontage.
POLE SIGN:	Not allowed	-Not to exceed two-hundred (200) square feet maximum. -Top of sign maximum 15' above grade.
MONUMENT SIGN	Not allowed	Not to exceed two-hundred (200) square feet maximum and not to exceed fifteen (15) feet above grade to top of sign
REVOLVING INTERIOR ILLUMINATION, NON- FLASHING	Not allowed	Not allowed
BUILDING SIGNS (The allowed square footage can be made up of any combination of the following sign types.)	Not allowed	Commercial Uses: Not to exceed ten (10) percent of the total square footage of the building elevation.
WALL	Not allowed	-No higher than top of building or parapet wall. -Cannot project more than 18" beyond building wall or facade. Must be parallel to wall.
PROJECTING	Not allowed	Not allowed
AWNING SIGN	Not allowed	Canvas or nylon awning that includes the name of the business or its logo, provided the lettering or logo occupies no more than twenty (20) percent of the surface area of the awning.
ROOF	Not allowed	Not allowed
WINDOW	Not allowed	No more than 1/3 of the transparency that contains the sign
SHOPPING CENTER SIGNS	Not allowed	See section 7-9-38
ELECTRONIC MESSAGE CENTER	Schools only with conditional use permit	See section 7-9-43
<u>PUBLIC TRANSPORTATION FACILITY SIGNS</u>	<u>Inside or outside of shelter; not larger or taller than the facility to which they are attached</u>	<u>Inside or outside of shelter; not larger or taller than the facility to which they are attached</u>

Table 4: Commercial Zones

	PB	LC	CC	HC	PT
PORTABLE FREESTANDING	Not allowed, except properties that fall under the requirement of Section 7-9-41.G	-One per business. -12 sq. ft. maximum. -6' maximum height -3' maximum height in front setback.	-One per business. -12 sq. ft. maximum. -6' maximum height -3' maximum height in front setback.	-One per business. -12 sq. ft. maximum. -6' maximum height -3' maximum height in front setback.	Not allowed, except properties that fall under the requirement of Section 7-9-41.G
ENTRANCE SIGNS (1 per entrance)	-9 sq. ft. maximum -Top of sign maximum 3' above grade.	-9 sq. ft. maximum -Top of sign maximum 3' above grade.	-9 sq. ft. maximum -Top of sign maximum 3' above grade.	-9 sq. ft. maximum -Top of sign maximum 3' above grade.	-9 sq. ft. maximum -Top of sign maximum 3' above grade.
BILLBOARDS	Not allowed	Not allowed	Not allowed	-300 sq. ft. maximum -Within 100 feet of I-15: 672 sq. ft. maximum -LED and tri- vision billboards: 300 sq. ft. in all locations except 672 sq. ft. within 100 feet of I-15, -45 ft. from grade to top of sign -See Section 7-9- 49 for additional restrictions.	Not allowed
FREESTANDING SIGNS (1 per street frontage)	1 sq. ft. per lineal ft. of building frontage.	1 sq. ft. per lineal ft. of building frontage.	1 sq. ft. per lineal ft. of building frontage.	1 sq. ft. per lineal ft. of building frontage times the number of habitable floors.	1 sq. ft. per lineal ft. of building frontage.
POLE SIGN	-Not to exceed two-hundred (200) square feet maximum. -Top of sign maximum 15' above grade.	-Not to exceed six-hundred (600) square feet maximum. -If the building frontage is less than one hundred feet (100'), then the maximum sign area shall be one hundred (100) square feet. -Top of sign maximum 60' above grade.	-Not to exceed six-hundred (600) square feet maximum. -If the building frontage is less than one hundred feet (100'), then the maximum sign area shall be one hundred (100) square feet. -Top of sign maximum 60' above grade.	-Not to exceed six-hundred (600) square feet maximum. -If the building frontage is less than one hundred feet (100'), then the maximum sign area shall be one hundred (100) square feet. -Top of sign maximum 60' above grade.	-Not to exceed two-hundred (200) square feet maximum. -Top of sign maximum 20' above grade.
MONUMENT SIGN	Same as Pole Sign	Same as Pole Sign	Same as Pole Sign	Same as Pole Sign	Same as Pole Sign
REVOLVING INTERIOR ILLUMINATION, NON- FLASHING	Not allowed	-Visible portion area, 400 sq. ft. maximum. -Top of sign maximum 60' above grade -Light globes not to exceed 40 watts -10 RPM maximum	-Visible portion area, 400 sq. ft. maximum. -Top of sign maximum 60' above grade -Light globes not to exceed 40 watts -10 RPM maximum	-Visible portion area, 400 sq. ft. maximum. -Top of sign maximum 60' above grade -Light globes not to exceed 40 watts -10 RPM maximum	Not allowed
BUILDING SIGNS (The allowed square footage can be made up of any combination of the following sign types.)	Not to exceed ten (10) percent of the total area of the building front.	Not to exceed twenty (20) percent of the total area of the building front.	Not to exceed twenty (20) percent of the total area of the building front.	Not to exceed twenty (20) percent of the total area of the building front.	Not to exceed ten (10) percent of the total area of the building front.

	PB	LC	CC	HC	PT
WALL	-No higher than top of building or parapet wall. -Cannot project more than 18" beyond building wall or facade. Must be parallel to wall.	-No higher than top of building or parapet wall. -Cannot project more than 18" beyond building wall or facade. Must be parallel to wall.	-No higher than top of building or parapet wall. -Cannot project more than 18" beyond building wall or facade. Must be parallel to wall.	-No higher than top of building or parapet wall. -Cannot project more than 18" beyond building wall or facade. Must be parallel to wall.	-No higher than top of building or parapet wall. -Cannot project more than 18" beyond building wall or facade. Must be parallel to wall.
PROJECTING	Not allowed	-40 sq. ft. maximum. -No higher than top of the building or parapet.	-15 sq. ft. maximum. -No higher than top of the building or parapet. -See 7-9-47.F for additional restrictions.	-40 sq. ft. maximum. -No higher than top of the building or parapet.	Not allowed
AWNING SIGN	Canvas or nylon awning that includes the name of the business or its logo, provided the lettering or logo occupies no more than twenty (20) percent of the surface area of the awning.	Canvas or nylon awning that includes the name of the business or its logo, provided the lettering or logo occupies no more than twenty (20) percent of the surface area of the awning.	Canvas or nylon awning that includes the name of the business or its logo, provided the lettering or logo occupies no more than twenty (20) percent of the surface area of the awning.	Canvas or nylon awning that includes the name of the business or its logo, provided the lettering or logo occupies no more than twenty (20) percent of the surface area of the awning.	Canvas or nylon awning that includes the name of the business or its logo, provided the lettering or logo occupies no more than twenty (20) percent of the surface area of the awning.
ROOF	Not allowed	-One per street frontage. -Maximum area 200 sq. ft. per visible area. -10 ft. above roof maximum. -Must be designed as part of the building with all structural members enclosed.	-One per street frontage. -Maximum area 200 sq. ft. per visible area. -10 ft. above roof maximum. -Must be designed as part of the building with all structural members enclosed.	-One per street frontage. -Maximum area 200 sq. ft. per visible area. -10 ft. above roof maximum. -Must be designed as part of the building with all structural members enclosed.	Not allowed
WINDOW	No more than 1/3 of the transparency that contains the sign	No more than 1/3 of the transparency that contains the sign	No more than 1/3 of the transparency that contains the sign	No more than 1/3 of the transparency that contains the sign	No more than 1/3 of the transparency that contains the sign
SHOPPING CENTER SIGNS	See Section 7-9-38	See Section 7-9-38	See Section 7-9-38	See Section 7-9-38	See Section 7-9-38
ELECTRONIC MESSAGE CENTER	See Section 7-9-43	See Section 7-9-43	See Section 7-9-43	See Section 7-9-43	See Section 7-9-43
<u>PUBLIC TRANSPORTATION FACILITY SIGNS</u>	<u>Inside or outside of shelter; not larger or taller than the facility to which they are attached</u>	<u>Inside or outside of shelter; not larger or taller than the facility to which they are attached</u>	<u>Inside or outside of shelter; not larger or taller than the facility to which they are attached</u>	<u>Inside or outside of shelter; not larger or taller than the facility to which they are attached</u>	<u>Inside or outside of shelter; not larger or taller than the facility to which they are attached</u>

Table 5: Industrial and Special Purpose Zones

	LM	I&M-1	R&D
PORTABLE FREESTANDING	-One per business. -12 sq. ft. maximum. -6' maximum height -3' maximum height in front setback.	-One per business. -12 sq. ft. maximum. -6' maximum height -3' maximum height in front setback.	Not allowed, except properties that fall under the requirement of Section 7-9-41.G
ENTRANCE SIGNS	-9 sq. ft. maximum -Top of sign maximum 3' above grade.	-9 sq. ft. maximum -Top of sign maximum 3' above grade.	-9 sq. ft. maximum -Top of sign maximum 3' above grade.
BILLBOARDS	-480 sq. ft. maximum -Within 100 of I-15: 672 sq. ft. maximum -LED and tri-vision billboards: 300 sq. ft. in all locations except 672 sq. ft. within 100 feet of I-15, -45 ft. from grade to top of sign, -See Section 7-9-49 for additional restrictions.	-480 sq. ft. maximum -Within 100 of I-15: 672 sq. ft. maximum -LED and tri-vision billboards: 300 sq. ft. in all locations except 672 sq. ft. within 100 feet of I-15, -45 ft. from grade to top of sign, -See Section 7-9-49 for additional restrictions.	Not allowed
FREESTANDING SIGNS (1 per street frontage)	1 sq. ft. per lineal ft. of building frontage.	1 sq. ft. per lineal ft. of building frontage.	1 sq. ft. per lineal ft. of building frontage.
POLE SIGN	-Not to exceed six-hundred (600) square feet maximum. -If the building frontage is less than one hundred feet (100'), then the maximum sign area shall be one hundred (100) square feet. -Top of sign maximum 60' above grade.	-Not to exceed six-hundred (600) square feet maximum. -If the building frontage is less than one hundred feet (100'), then the maximum sign area shall be one hundred (100) square feet. -Top of sign maximum 60' above grade.	-Not to exceed two-hundred (200) square feet maximum. -Top of sign maximum 15' above grade.
MONUMENT SIGN	Same as Pole Sign	Same as Pole Sign	Same as Pole Sign
REVOLVING INTERIOR ILLUMINATION, NON- FLASHING	-Visible portion area, 400 sq. ft. maximum. -Top of sign maximum 60' above grade -Light globes not to exceed 40 watts -10 RPM maximum	-Visible portion area, 400 sq. ft. maximum. -Top of sign maximum 60' above grade -Light globes not to exceed 40 watts -10 RPM maximum	Not allowed
BUILDING SIGNS (The allowed square footage can be made up of any combination of the following sign types.)	Not to exceed twenty (20) percent of the total area of the building front.	Not to exceed twenty (20) percent of the total area of the building front.	Not to exceed ten (10) percent of the total area of the building front.
WALL	-No higher than top of building or parapet wall. -Cannot project more than 18" beyond building wall or facade. Must be parallel to wall.	-No higher than top of building or parapet wall. -Cannot project more than 18" beyond building wall or facade. Must be parallel to wall.	-No higher than top of building or parapet wall. -Cannot project more than 18" beyond building wall or facade. Must be parallel to wall.
PROJECTING	-40 sq. ft. maximum. -No higher than top of the building or parapet.	-40 sq. ft. maximum. -No higher than top of the building or parapet.	Not allowed
AWNING SIGN	Canvas or nylon awning that includes the name of the business or its logo, provided the lettering or logo occupies no more than twenty (20) percent of the surface area of the awning.	Canvas or nylon awning that includes the name of the business or its logo, provided the lettering or logo occupies no more than twenty (20) percent of the surface area of the awning.	Canvas or nylon awning that includes the name of the business or its logo, provided the lettering or logo occupies no more than twenty (20) percent of the surface area of the awning.
ROOF	-One per street frontage. -Maximum area 200 sq. ft. per visible area. -10 ft. above roof maximum.	-One per street frontage. -Maximum area 200 sq. ft. per visible area. -10 ft. above roof maximum.	Not allowed

	LM	I&M-1	R&D
	-Must be designed as part of the building with all structural members enclosed.	-Must be designed as part of the building with all structural members enclosed.	
WINDOW	No more than 1/3 of the transparency that contains the sign	No more than 1/3 of the transparency that contains the sign	No more than 1/3 of the transparency that contains the sign
ELECTRONIC MESSAGE CENTER	See Section 7-9-43	See Section 7-9-43	See Section 7-9-43
SHOPPING CENTER SIGNS	See Section 7-9-38	See Section 7-9-38	See Section 7-9-38
<u>PUBLIC TRANSPORTATION FACILITY SIGNS</u>	<u>Inside or outside of shelter; not larger or taller than the facility to which they are attached</u>	<u>Inside or outside of shelter; not larger or taller than the facility to which they are attached</u>	<u>Inside or outside of shelter; not larger or taller than the facility to which they are attached</u>

SECTION 2. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

SECTION 3. Codification Clause. The Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

SECTION 4. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2021.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

KATHY HAMPTON, CITY CLERK

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

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO
HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the
Ordinance entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS,
IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO;
AMENDING TITLE 7, CHAPTER 9 TO CLARIFY AND ADD WATER
PLAN DEVELOPMENT, ELECTRONIC MESSAGE CENTER, AND
PUBLIC TRANSPORTATION TO THE SIGN CODE; PROVIDING
SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY,
AND ESTABLISHING EFFECTIVE DATE.”

KATHY HAMPTON, CITY CLERK

(SEAL)