



City Council Meeting

Agenda

680 Park Avenue
Idaho Falls, ID 83402

Thursday, June 9, 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.

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. Mayor's Office

- 1) Appointments to City Boards, Commissions, and Committees **21-525**

Attached please find communication from Parks and Recreation Director PJ Holm regarding the citizen volunteer the Mayor's Office is appointing to serve on the following City of Idaho Falls Committee:

Name	Board, Commission, Committee	Term Expires	Status
Brent Robertson	War Bonnet Round Up Advisory Committee	12/31/2025	New Member

The applicant, Brent Robertson, has been screened and subsequently recommended by Director Holm. This office reviewed the appointment recommendation and met with Mr. Robertson. We are confident he meets the criteria set forth in City Code and anticipate that he will make positive contributions to the good work of the city.

Your vote is requested giving consent to this appointment at the regular City Council Meeting on Thursday, June 9, 2022. If you have questions, please feel free to contact Bud Cranor or Director Holm.

Attachments: P&R Memo - WBRU.pdf

B. Airport

- 1) Minutes from Idaho Falls Airport (IDA) Board Meeting **21-528**
March 15, 2022, Airport Board Meeting Minutes

Attachments: 20220315 Airport Board Minutes.docx

C. Public Works

- 1) Bid Award - 25th Street/Gallatin Avenue Lift Station Improvements **21-533**
On Tuesday, May 31, 2022, bids were received and opened for the 25th Street/Gallatin Avenue Lift Station Improvements project. A tabulation of the bid results is attached. The purpose of the proposed bid award is to enter into contract with the lowest bidder to upgrade the storm lift station near this intersection.

Attachments: SDN-2022-11 Bid Tab.pdf

- 2) Bid Award - Sunnyside Road and Crestwood Lane Intersection Improvements **21-534**
On Wednesday, June 1, 2022, bids were received and opened for the Sunnyside Road and Crestwood Lane Intersection Improvements project. A tabulation of the bid results is attached. The purpose of the proposed bid award is to enter into contract with the lowest bidder to make improvements to this intersection. Improvements include adding an additional northbound lane to Crestwood Lane and adjusting one of the existing traffic signal poles to accommodate the road widening.

Attachments: TRF-2020-32 Bid Tab.pdf

- 3) Bid Award - New Road at Sunken Diamond (Tautphaus Park) **21-535**
On Wednesday, June 1, 2022, bids were received and opened for the New Road at Sunken Diamond project. A tabulation of the bid results is attached. The purpose of the proposed bid award is to enter into contract with the lowest bidder to build a new road in Tautphaus Park connecting Sunken Diamond Drive and North Park Drive.

Attachments: PRK-2022-13 Bid Tab.pdf

D. Municipal Services

- 1) Treasurer's Report for April 2022 **21-529**
A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending April 2022, total cash, and investments total \$143.8M. Total receipts received and reconciled to the general ledger were reported at \$16.2M, which includes revenues of \$14M and interdepartmental transfers of \$2.2M. Total distributions reconciled to the general ledger were reported at \$18.8M, which includes salary and benefits of \$7.8M, operating costs of \$8.8M and interdepartmental transfers of \$2.2M. As reported in the attached investment report, the total investments reconciled to the general fund were reported at \$134M.

Attachments: April 2022 Treasurers Report.pptx

- 2) Minutes from Council Meetings 21-531
May 26, 2022 City Council Meeting

Attachments: 20220526 Council Meeting - Unapproved.pdf

- 3) License Applications, all carrying the required approvals

Action Item:

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

5. **Regular Agenda.**

A. **Fire Department**

- 1) 2022-2023 Local 1565 Labor Agreement 21-532
Labor agreement with Idaho Falls Firefighters Local 1565 and the CITY. The overall agreement reflects 2022 collective bargaining negotiations and includes a negotiated inflation adjustment, paramedic selection, bilingual pay, and incorporation of special provisions from the City Personnel Policy into the Labor agreement.

Action Item:

Approve the 2022-2023 Labor Agreement with Idaho Falls Firefighters Local No. 1565 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: 2022-2023 Local No. 1565 Labor Agreement DRAFT Review
2022-2023 Local No. 1565 Labor Agreement-FINAL.pdf

B. **Public Works**

- 1) Professional Services Agreement with Forsgren Associates, Inc., for 21-536
Pancheri Bridge Design Work and Construction Support
The purpose of this Agreement is to establish a contract with Forsgren Associates, Inc., to provide engineering design and construction assistance to replace a select number of girders, jack the structure to replace beam seat bearings, completion of minor deck repairs including an epoxy overlay of the entire deck and replacement of joint seals for the Pancheri Bridge over the Snake River.

Action Item:

Approval of a Professional Services Agreement and authorization for Mayor and City Clerk to execute the document (or take other action deemed appropriate).

Attachments: Professional Services Agreement - Forsgren 6.1.22.pdf

- 2) Professional Services Agreement with Civil Science, Inc., For 21-537
Construction Engineering and Inspection for the Higbee Bridge over the Idaho Canal
The purpose of this Agreement is to establish a contract with Civil Science, Inc., to provide construction

engineering and inspection for the Higbee Bridge over the Idaho Canal project. This bridge replacement project is federally funded and expected for construction the fall/winter of 2022/2023.

Action Item:

Approval of a Professional Services Agreement and authorization for Mayor and City Clerk to execute the document (or take other action deemed appropriate).

Attachments: Higbee Bridge CEI.pdf

C. Community Development Services

- 1) Resolution approving the CDBG PY 2021 Consolidated Annual Performance and Evaluation Report (CAPER). **21-526**

Pursuant to HUD requirements, entitlement communities receiving CDBG funds must complete an annual performance and evaluation report (CAPER). As part of the reporting process, information on projects completed and funds spent were presented in a public hearing and posted for public comment. The public hearing was held at the April 28, 2022, City Council regular meeting. The meeting was followed by a 15-day public comment period. No comments were received. The CAPER must be submitted to HUD no later than June 30, 2022. Questions about the CAPER or the projects presented may be directed to the CDBG Administrator, Lisa Farris.

Action Item:

Approve the Resolution for the 2021 CAPER (or other action as deemed appropriate).

Attachments: 18th Annual 2021 CAPER Resolution .doc

- 2) Public Hearing-Rezone from Planned Transition Zone (PT) with no underlying zone district to LC, Limited Commercial and R2, Mixed Residential Zones, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 16.692 acres, Lot 41, Block 9, Martin's Amended #1 known as 535 E 17th ST, Lot 42, Block 9, Martin's Amended #1 known as 587 E 17th ST, Lot 1 Block 1, Willard-Warr known as 925 E 17th ST, Lot 1, Block 1, Turnbull known as 985 E 17th ST, Lots 1-2, Block 1, Desborough Place known as 1354 E 16th St. **21-523**

Attached is the application for Rezoning from PT with no underlying zone to LC and R2, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 16.692 ACRES, Lot 41, Block 9, Martin's Amended #1 known as 535 E 17th ST, Lot 42, Block 9, Martin's Amended #1 known as 587 E 17th ST, Lot 1 Block 1, Willard-Warr known as 925 E 17th ST, Lot 1, Block 1, Turnbull known as 985 E 17th ST, Lots 1-2, Block 1, Desborough Place known as 1354 E 16th St. This is a city-initiated rezoning application that will assign these parcels a zoning designation. The properties are in a Planned Transition Zone, which is an overlay zone that will be removed, but have no underlying zones. The rezoning is occurring because no underlying zone was ever assigned to the property. The zones being assigned match the current use. Staff held a neighborhood meeting to discuss the rezone with property owners, but no one attended. The Planning and Zoning Commission considered this item at its May 3, 2022, meeting and recommended to the Mayor and City Council approval of the zone changes with a unanimous vote. Staff concurs with this recommendation.

Action Item:

1. Approve the Ordinance Rezoning approximately 16.692 acres, Lot 41, Block 9, Martin's Amended #1 known as 535 E 17th ST, Lot 42, Block 9, Martin's Amended #1 known as 587 E 17th ST, Lot 1 Block 1, Willard-Warr known as 925 E 17th ST, Lot 1, Block 1, Turnbull known as 985 E 17th ST, Lots 1-2, Block 1, Desborough Place known as 1354 E 16th St from PT with no underlying zones to LC and R2, under 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).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from PT with no underlying zone to LC and R2 and give authorization for the Mayor to execute the necessary documents (or take other action as deemed appropriate).

Attachments: Zoning Map.jpg
 Aerial.jpg
 Comp Plan Map.jpg
 Staff Report.docx
 PC Minutes.docx
 Ordinance
 Exhibit A
 Reasoned Statement.docx

6. Executive Session

The Executive Session is being called pursuant to the provisions of Idaho Code Section 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated, but imminently likely to be litigated. The Executive Session will be held in the City Annex Conference Room. At the conclusion of the Executive Session the Council will reconvene into Regular Council Meeting.

7. Regular Agenda.

A. City Attorney

- 1) Settlement Agreement: Christopher Tapp v. City of Idaho Falls, Case No. **21-539**
 4:20 CV-476-CWD

This Settlement Agreement formalizes the terms on which the parties are settling Mr. Tapp's 42 U.S.C. § 1983 claims against the City and its employees surrounding Mr. Tapp's wrongful conviction and incarceration.

Action Item:

To approve the negotiated settlement agreement as presented in Executive Session and authorize the Mayor to execute the necessary documents (or take other action deemed appropriate).

8. Announcements.

9. Adjournment.

Memorandum

File #: 21-525

City Council Meeting

FROM: Bud Cranor
DATE: Tuesday, May 24, 2022
DEPARTMENT: Mayor's Office

Subject

Appointments to City Boards, Commissions, and Committees

Council Action Desired

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

Approval of appointment to City Boards, Commissions, and Committees

Description, Background Information & Purpose

Attached please find communication from Parks and Recreation Director PJ Holm regarding the citizen volunteer the Mayor's Office is appointing to serve on the following City of Idaho Falls Committee:

Name	Board, Commission, Committee	Term Expires	Status
Brent Robertson	War Bonnet Round Up Advisory Committee	12/31/2025	New Member

The applicant, Brent Robertson, has been screened and subsequently recommended by Director Holm. This office reviewed the appointment recommendation and met with Mr. Robertson. We are confident he meets the criteria set forth in City Code and anticipate that he will make positive contributions to the good work of the city.

Your vote is requested giving consent to this appointment at the regular City Council Meeting on Thursday, June 9, 2022. If you have questions, please feel free to contact Bud Cranor or Director Holm.

Alignment with City & Department Planning Objectives



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

Interdepartmental Coordination

N/A

Fiscal Impact

Any activities for this committee will be accounted for in the department's budget.

Legal Review

N/A



MEMORANDUM

TO: Honorable Mayor Rebecca Casper

FROM: PJ Holm, Director, Parks and Recreation Department

DATE: Friday, May 20, 2022

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

Mayor:

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

Brent Robertson

Brent will replace Kyle Searle who resigned in March. This appointment is for a three year term.



City of Idaho Falls
Boards, Committees and Commissions
Citizen Application

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

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

Name:	Brent Robertson		
Mailing Address:	10968 E 145 N		
City, State, Zip:	Rigby, ID 83442		
Email Address:	jbrobertson53@hotmail.com		
Daytime Phone:		<input type="checkbox"/> Message? <input type="checkbox"/> Text?	
Evening Phone:		<input type="checkbox"/> Message? <input type="checkbox"/> Text?	
Cell Phone:	2082013055	<input checked="" type="checkbox"/> Message? <input checked="" type="checkbox"/> Text?	

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

I was asked to do it and I have a love for rodeo

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

20+ year in high school rodeo - District 7, Idaho State High School Rodeo President for 2 years; National Director for 12 years, Executive Board for 5 years, Assistant Timed Event Director for 7 years, and Timed Event Director for 5 years, Rodeo Coordinator for 2 years, and currently President - all of these for the NHSRA

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

Kelly Canyon Ski Patrol CPR and 1st Aid Trained, Animal Welfare Committee for NHSRA

FOR OFFICE USE ONLY:

Date received by Mayor's Office: 6.20.2022

Date appointed:

City Division(s) application forwarded to:

Board, Committee or Commission appointed to:

File #: 21-528

City Council Meeting

FROM: Rick Cloutier, Director
DATE: Tuesday, March 15, 2022
DEPARTMENT: Airport

Subject

Minutes from Idaho Falls Airport (IDA) Board Meeting

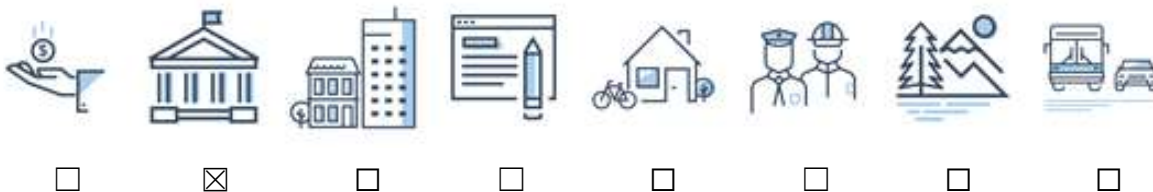
Council Action Desired

- ☐ 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

March 15, 2022, Airport Board Meeting Minutes

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

March 15, 2022

The Board of Directors for the Idaho Falls Airport (IDA) met in Board Meeting, Tuesday, March 15, 2022, in the City Council Chambers, located at 680 Park Avenue in Idaho Falls, Idaho at 7:00 a.m.

Call to Order and Roll Call:

There were present:

Chair Rebecca L. Noah Casper

Director Thomas Hally

Director Jim Francis

Director Lisa Burtenshaw

Director Michelle Ziel-Dingman

Director Jim Freeman

Also present:

Rick Cloutier, Airport Director

Brook Edwards, Airport Administration Assistant

Jayne Verish, Airport Assistant Director Operations & Maintenance

Bruce Young, Airport Assistant Director Finance & Administration

Randy Fife, City Attorney

Jack Penning, Volaire Aviation

Phone:

Nathan Cuvala, T-O Engineers

Absent:

Director John Radford

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

Announcements:

Airports Council International-North America/American Association of Airport Executives (ACI-NA/AAAE)
Airport Board & Commissioners Conference April 24-26, 2022, Louisville, Kentucky.

Airport Updates/Terminal Expansion – Rick Cloutier, Idaho Falls Airport

Director Cloutier reviewed the following with general discussion throughout:

Last meeting in the council chambers as the completion of the old restaurant into a board room is coming to a finish.

Officially welcome Bruce Young on board as the Assistant Airport Director of Finance and Administration.

Welcome of the new Airport Safety and Security Coordinator, Grant Kendall.

Next board meeting will be held in the Airport board room June 21st, 2022.

If you are planning on attending the ACI-NA/AAAE Airport Board & Commissioners Conference April 24-26th please see Brook Edwards.

Mr. Cloutier talked about the growth of the Idaho Falls Regional Airport and in January and February the total operations (take-off and landings) are up by 20%. Passenger count is up, compared to last January and February we are up 80%. Car rentals are up by 40% over the same period as last year. Parking, we have a 60 a day lag from when we receive the report, in January we have been at a 75-80% capacity everyday compared to last year.

March 15, 2022

Overflow parking will be off International Way and will become a permanent parking lot called the “remote lot”. Starting in April we will be installing gate arms and pay by phone features, with no cost to us through a company called Spaces.

Jackson Hole Airport closes April 8th – June 28th, 2022, our flights will increase substantially in May with the Mainline aircraft 737 Airbus’ that hold 150 – 175 passengers, where normally we have the 75 passenger planes. In May we have 50,000 available departing seats and June we have 60,000 available departing seats. Last year, in July, which was our busiest month, we had 39,000 available departing seats.

Our second flight to Seattle starts May 17, 2022.

Allegiant starts Orange County, California May 12, 2022, twice a week year a round.

Alaska Airlines Boise flight starts June 16, 2022.

Financial Update – Bruce Young, Idaho Falls Airport

Mr. Bruce Young reviewed the FY 2022 Budget

Expenditures:

Administration: Professional Services, Interfund Transfers, Utilities and Travel/Personnel Training

Buildings: Remodel of restaurant and refinishing the main terminal flooring (Terrazzo)

Grounds: Normal winter operational expenditures, will be looking to split snow removal operations

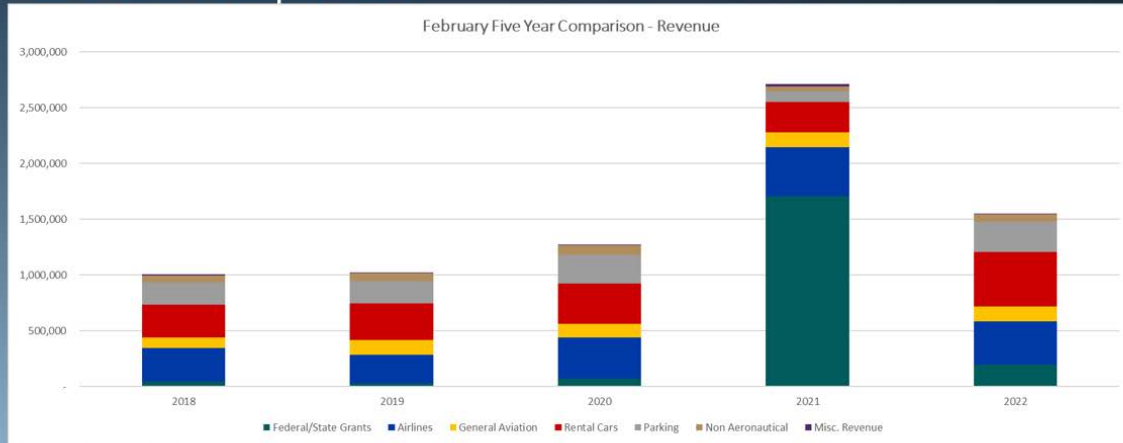
Police and Fire agreements

Year-To-Date Actuals (February 2022)



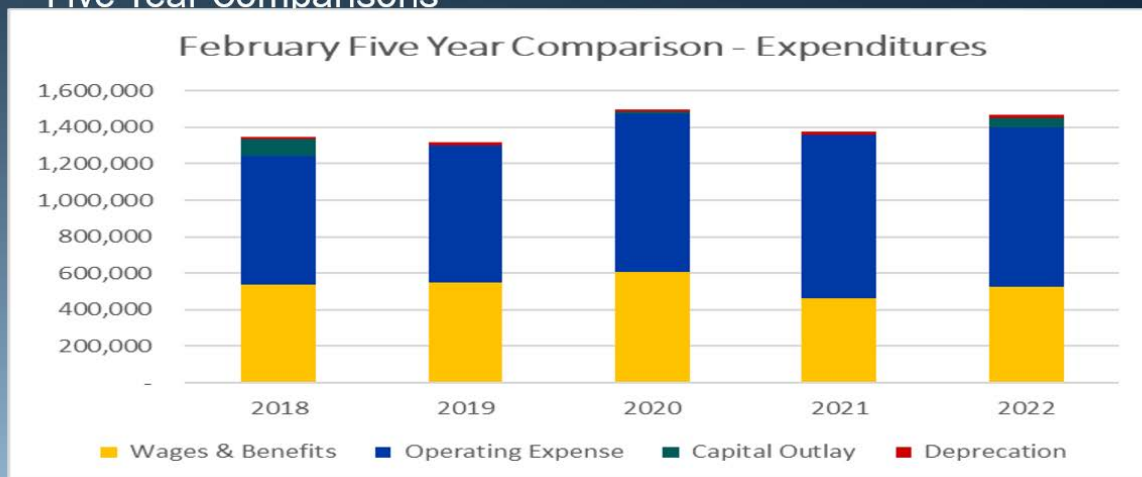
Excludes FAA Grant and Airline PFC Revenue and FAA Project Expenditures.

Five Year Comparisons



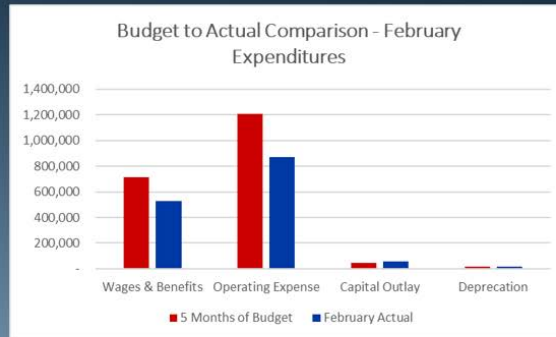
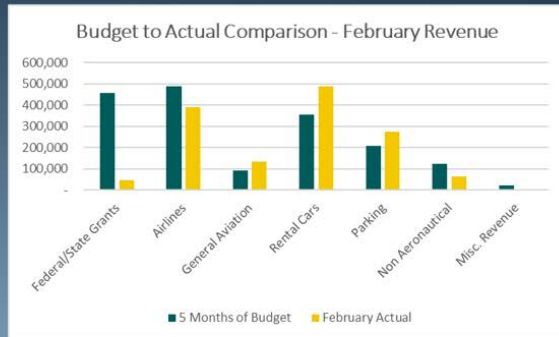
CARES Act and ARPA

Five Year Comparisons



COVID

Budget to Actual Comparisons



Net surplus of \$391,881 excluding FAA projects.

Air Service Development – Jack Penning, Volaire Aviation

Since the pandemic began, we have recruited new service on seven new routes and two new airlines:

- American Airlines to Dallas Fort-Worth, Texas
- American Airlines to Phoenix, Arizona
- Allegiant to San Diego, California
- Alaska to Seattle, Washington
- Allegiant to Portland, Oregon
- Alaska to Boise, Idaho
- Allegiant to Orange County, California

Idaho Falls March capacity is 48% above the previous market high, with 10 departures a day.



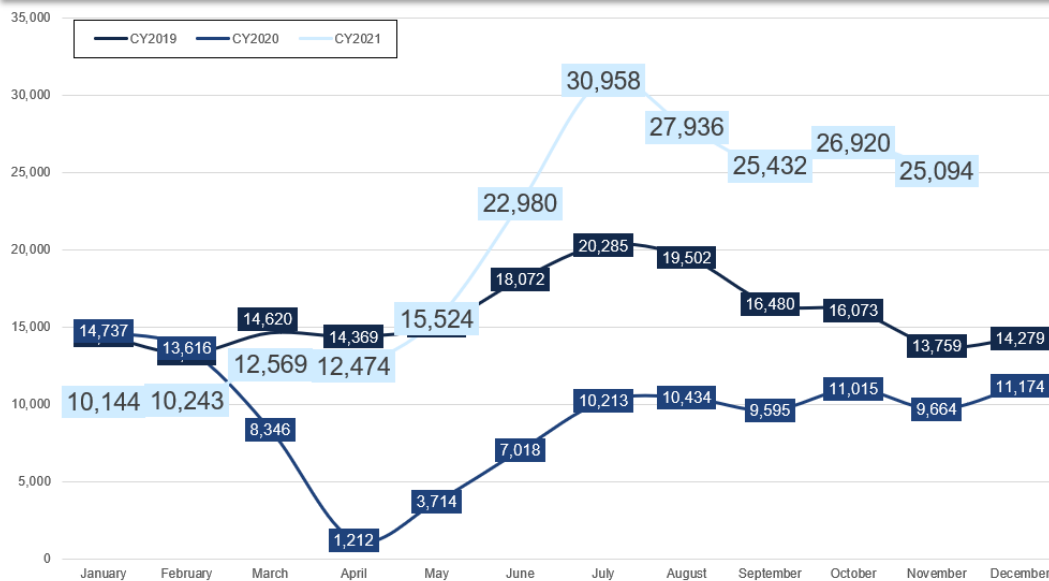
March 15, 2022

Idaho Falls has three more flights per day and 260 more daily seats than it had in the previous peak.

- Previous Peak
 - 5 nonstop cities
 - 7 departures per day
 - 500 seats per day
- Today
 - 13 nonstop cities
 - 10 departures per day
 - 760 seats per day

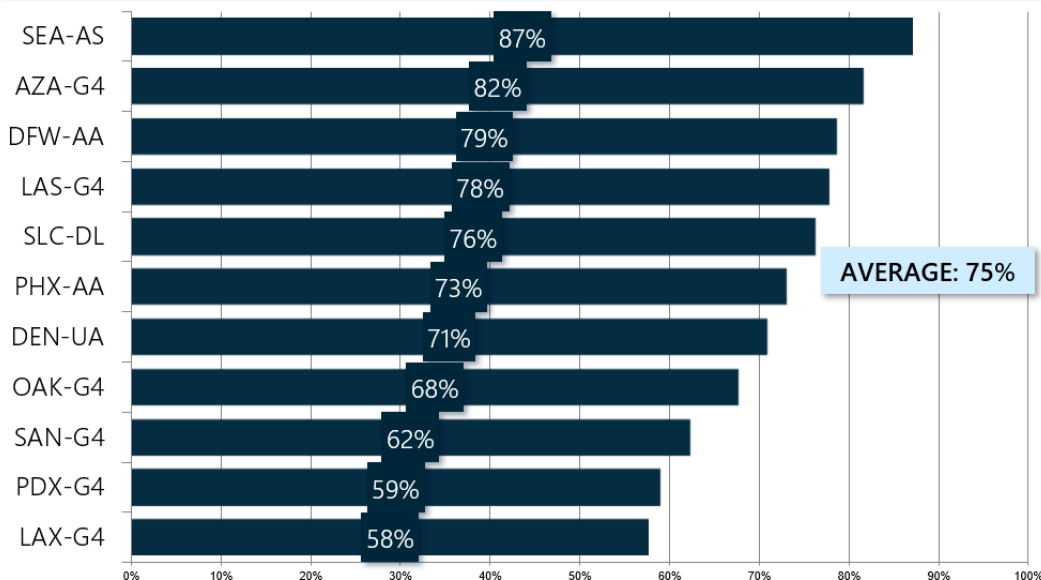
Idaho Falls set an all-time record for July passengers, with TSA screenings 54% above 2019.

IDAHO FALLS MONTHLY TSA SCREENINGS
JANUARY 2019 – NOVEMBER 2021



Alaska was Idaho Falls' number one load factor airline over the summer, filling 87% of seats.

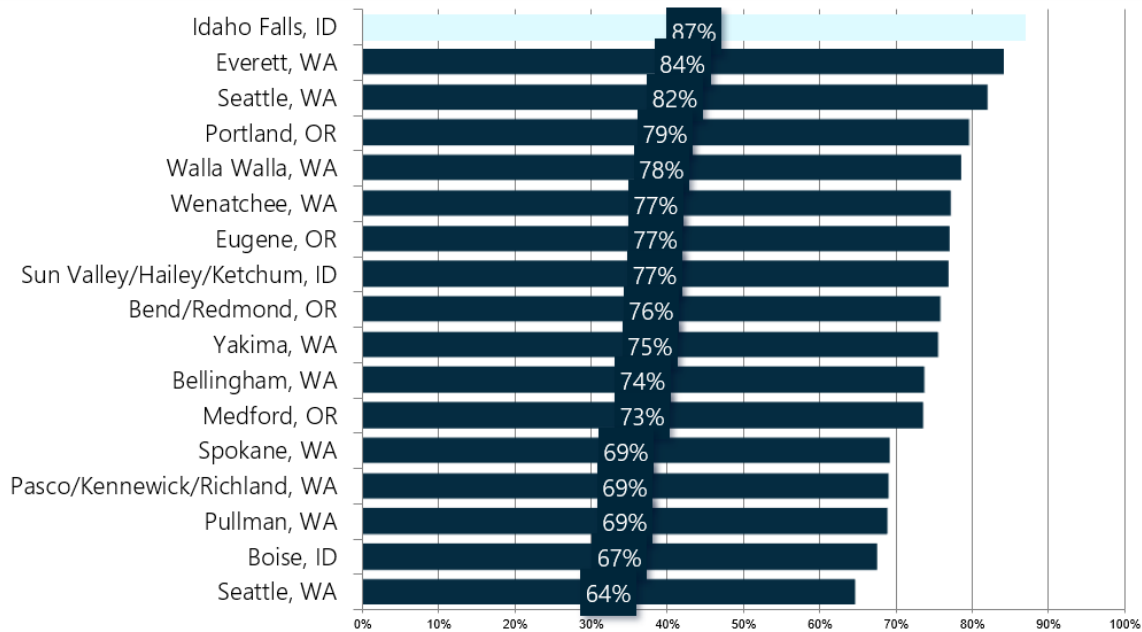
IDAHO FALLS LOAD FACTOR BY ROUTE
JUNE TO OCTOBER 2021



March 15, 2022

Idaho Falls was Alaska's number one market for Load factor in the summer, at 88% of seats filled.

ALASKA AIRLINES' AVERAGE LOAD FACTOR IN PACIFIC NORTHWEST MARKETS
THIRD QUARTER 2021



In the summer, Idaho Falls filled the highest percentage of seats in the Pacific Northwest at 75%.

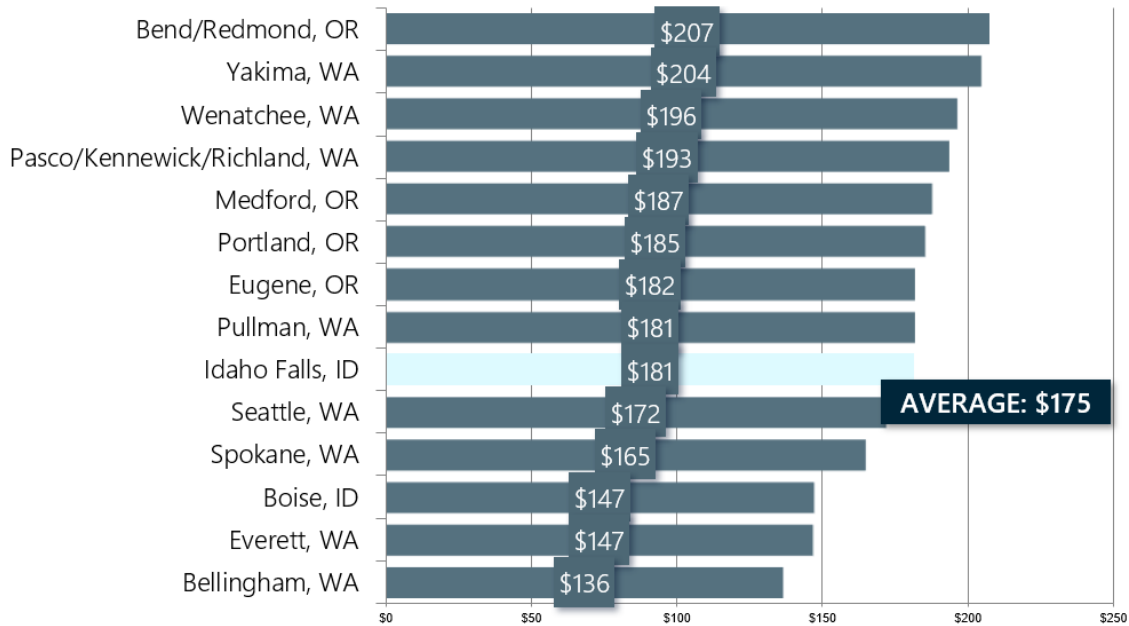
AVERAGE LOAD FACTOR IN PACIFIC NORTHWEST MARKETS
THIRD QUARTER 2021



March 15, 2022

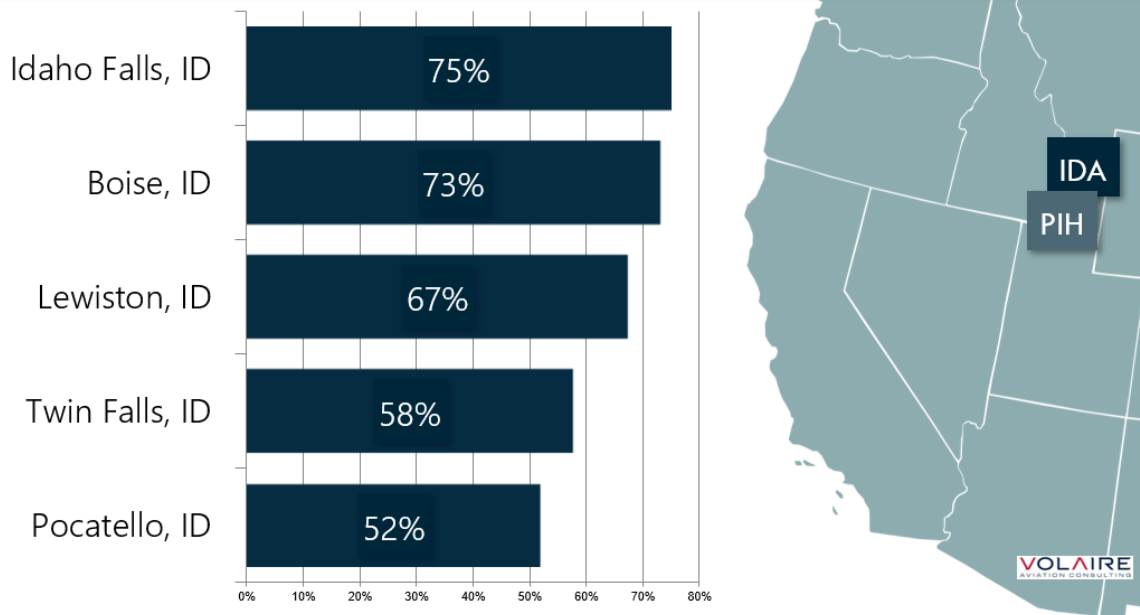
Idaho Falls fares have fallen from \$240 one way down to \$181 – flying IDA is more affordable.

AVERAGE ONE WAY FARE IN PACIFIC NORTHWEST MARKETS
THIRD QUARTER 2021



While Delta does well in Idaho Falls, it continues to struggle in Pocatello with one flight per day.

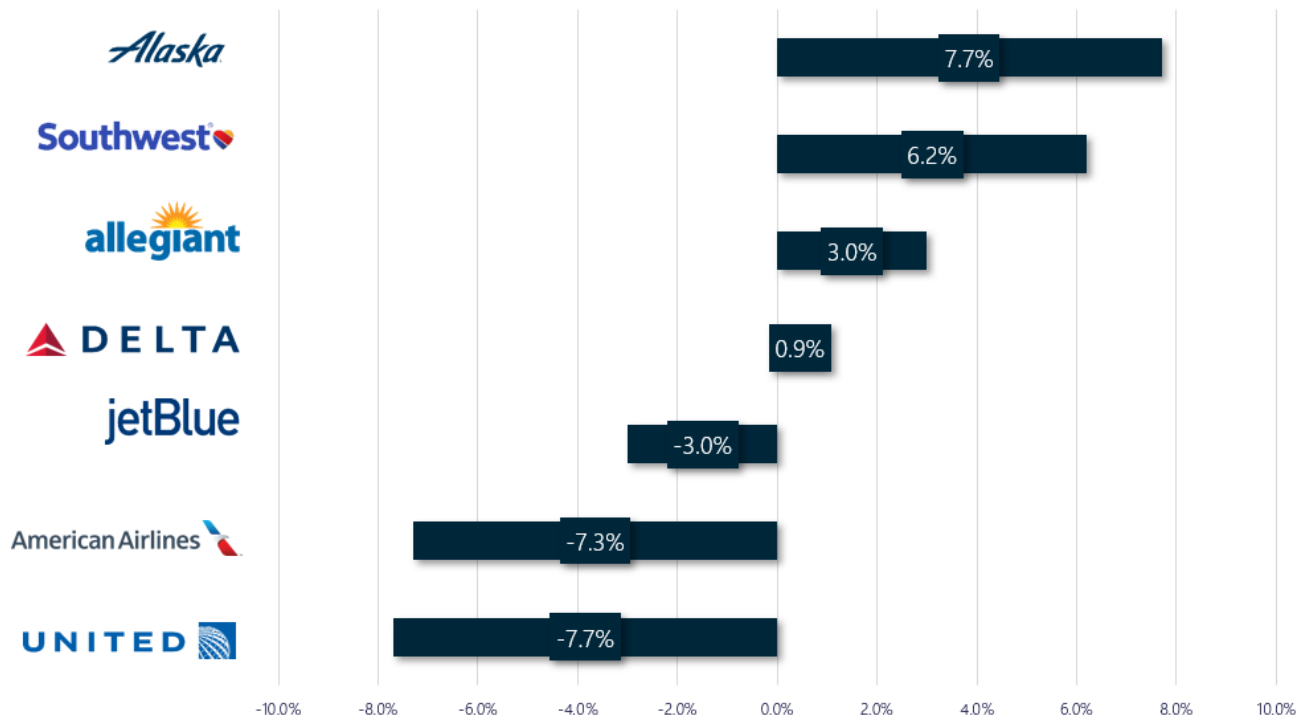
DELTA AIR LINES' AVERAGE LOAD FACTOR IN IDAHO MARKETS
THIRD QUARTER 2021



March 15, 2022

Alaska and Allegiant continue to perform well and are poised to become IDA's top airlines.

PROFIT MARGIN FOR MAJOR US CARRIERS
CALENDAR YEAR 2021



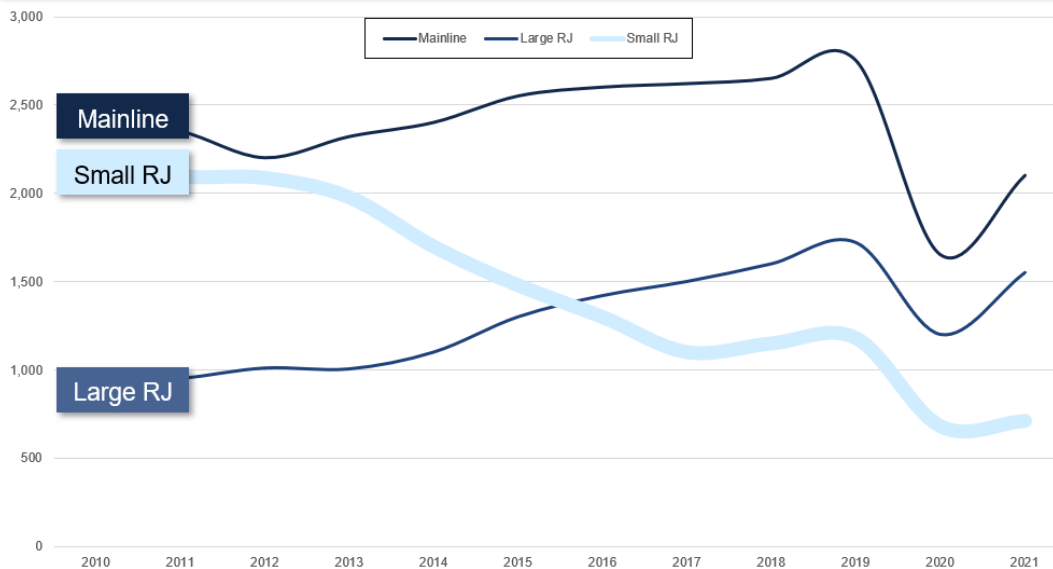
Mr. Penning states that Idaho Falls is much better positioned than most to withstand Pilot shortages causing cancellations

- 8,000 Pilots took early retirement buyouts
- 17,000 Pilots were employed at regional airlines
- Huge shortage at regional level

Regional seats are down 40% in summer 2022.

Idaho falls must continue to shift to larger planes as smaller regional jets are permanently retired.

SCHEDULED DEPARTURES BY AIRCRAFT TYPE
CALENDAR YEAR 2010 – CALENDAR YEAR 2021

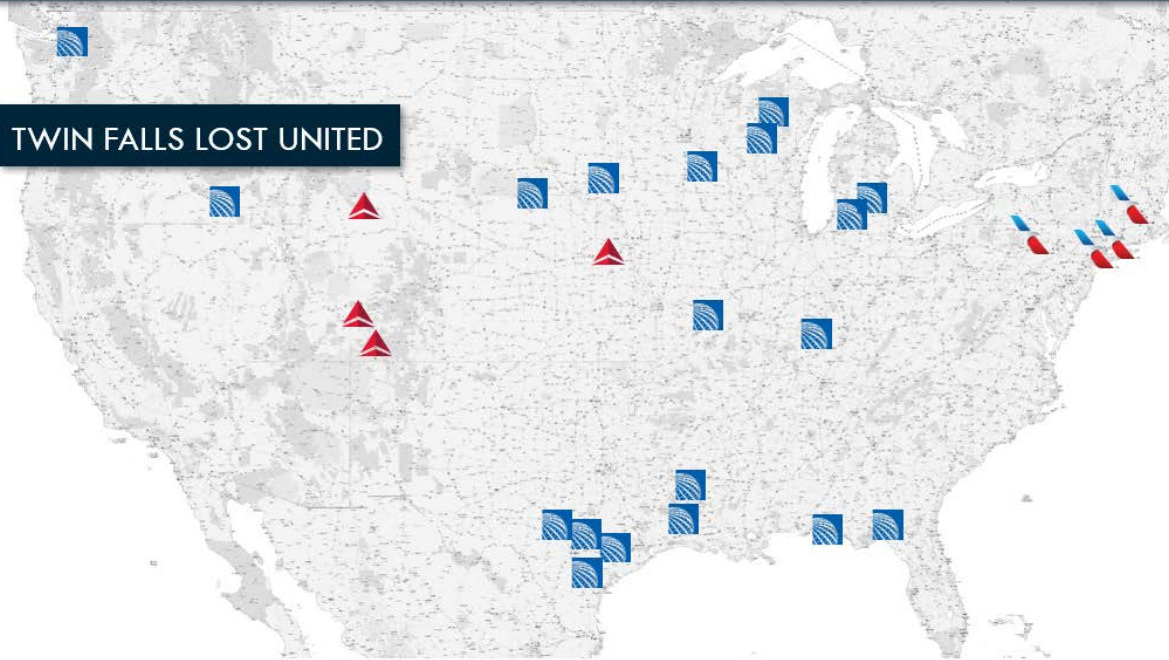


March 15, 2022

27 Airports have lost at least one airline since the pandemic began, and more are likely to lose airlines.

AIRPORTS THAT HAVE LOST SERVICE SINCE THE PANDEMIC BEGAN
MARCH 2020 – PRESENT

TWIN FALLS LOST UNITED

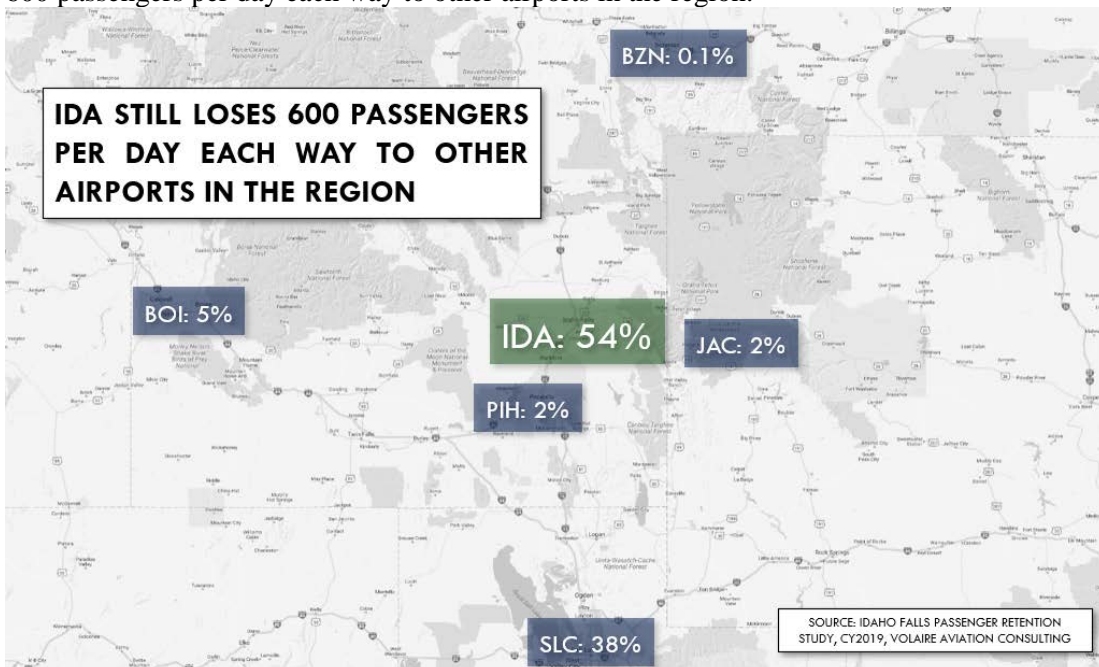


Idaho Falls to Boise generated 42 passengers per day in each direction when it was last flown nonstop in 2011. Idaho Falls to Boise starts in June of 2022. Idaho Falls is getting unprecedented airline attention, with more new routes and service. Other improvements to air service:

- Seattle twice daily
- Orange County launch
- San Diego return
- Minneapolis likely returns

Idaho Falls has more room to grow with another 600 available passengers per day in each direction. IDA still loses 600 passengers per day each way to other airports in the region.

**IDA STILL LOSES 600 PASSENGERS
PER DAY EACH WAY TO OTHER
AIRPORTS IN THE REGION**



March 15, 2022

Despite the growth, Idaho Falls is still underserved, so we continue to meet with airlines.

RECENT AIRLINE MEETINGS



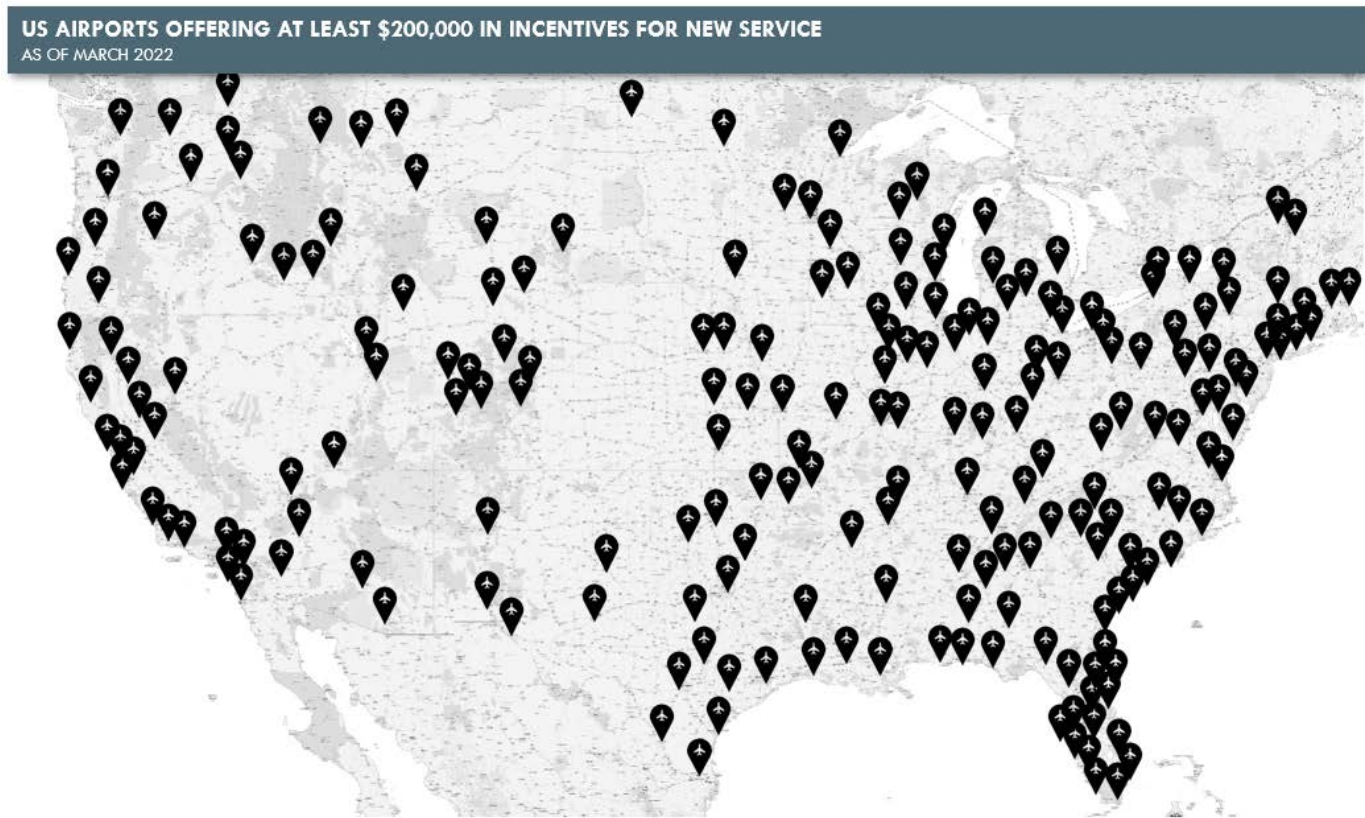
There are several markets where Idaho Falls passengers could support profitable nonstops.

IDAHO FALLS' TOP AIR SERVICE TARGETS AS OF MARCH 2022



March 15, 2022

Idaho Falls competes with airports all over the US for air service – all offer aggressive incentives.



Construction and Remodeling Projects Update – Nathan Cuvala, T-O Engineer

- Land Acquisition
 - LLKM Acquired – FAA grant anticipated this year
 - Johnson – Eminent Domain
 - Peterson – Offer Extended
 - Reed's Dairy – Updated appraisal in progress
- Equipment Acquisition
 - ARFF Vehicle, Tools, and PPE – On Order
 - ARFF Foam Testing Equipment
- Terminal Construction – Phase 2 Central Terminal and Boarding Bridges
- Airport Master Plan
- Terminal Concept Budget Report – Future Terminal Projects

March 15, 2022

Land Acquisition



- Terminal Expansion
 - Ticketing and Baggage Claim – Phase 3
 - Access Road – Phase 4
 - Relocate Air Traffic Control Tower
- Airfield
 - Runway 3-21 Rehabilitation
 - Terminal Apron Rehabilitation and Expansion
 - North Cargo Apron Rehabilitation
 - Red Baron Renovation and Preservation Plan
- Equipment
 - Acquire Snow Removal Equipment

Upcoming Projects



March 15, 2022

Master Plan Update:

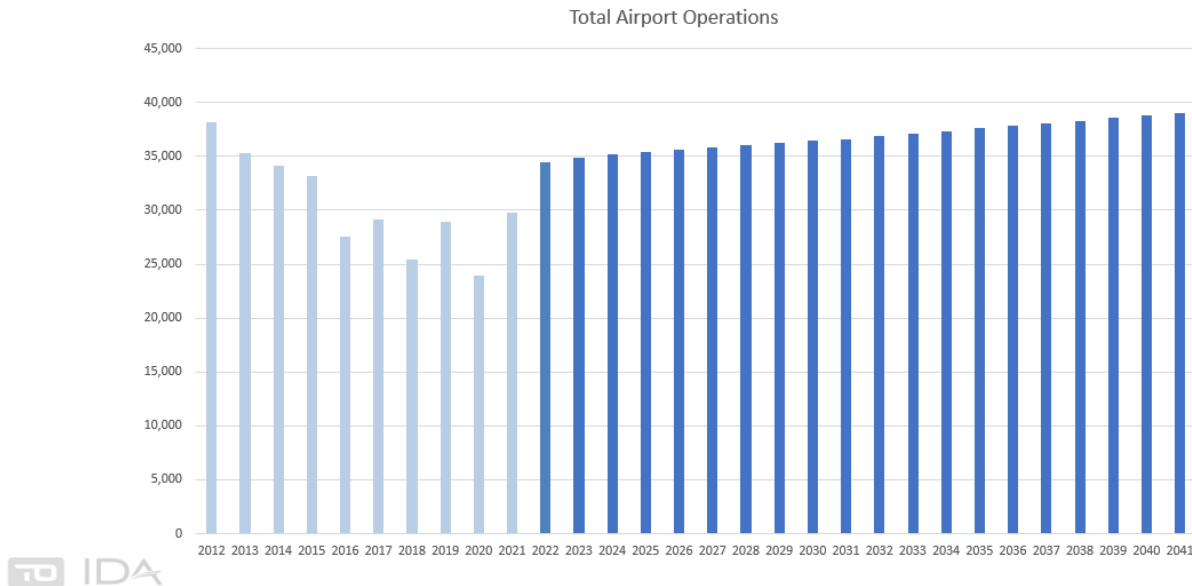
Complete

- Inventory Chapter
- Socio-Economic Chapter
- Forecast Chapter – Pending FAA Approval

In Progress

- Facility Requirements
 - Airside
 - Runways, Taxiways, Aprons, Hangars
 - Landside
 - Terminal Building, Access Roads, Parking
 - Air Traffic Control Tower Siting
- Exhibit A – Property Map

Master Plan Forecast



Runway capacity ~ 200,000. Need to evaluate in Facility Requirements

Operations – General Aviation, Cargo, Military, and Commercial

Total Operations – Runway Capacity

Commercial (Air Carrier) Operations – Terminal Apron Capacity

Cargo Operations – Apron Capacity

Master Plan Forecast

Based Aircraft – Hangar and Apron Capacity

Critical Aircraft

- General Aviation – Challenger 300
- Cargo – ATR 72
- Commercial – Airbus A319/A320

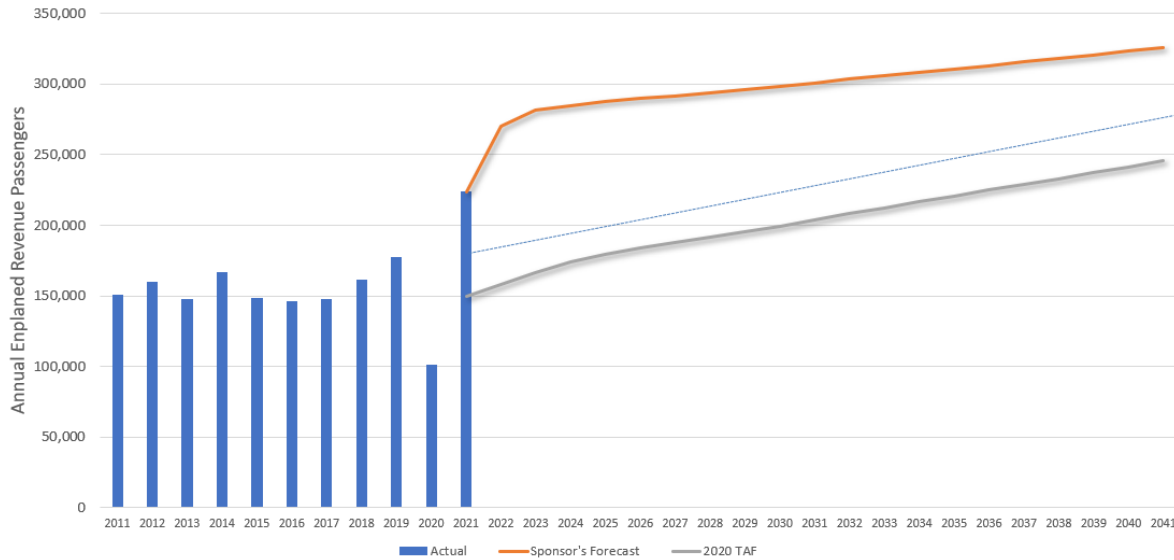
March 15, 2022

IDA Forecast and FAA Terminal Area Forecast (TAF)

IDA is significantly outperforming FAA Terminal Area Forecast

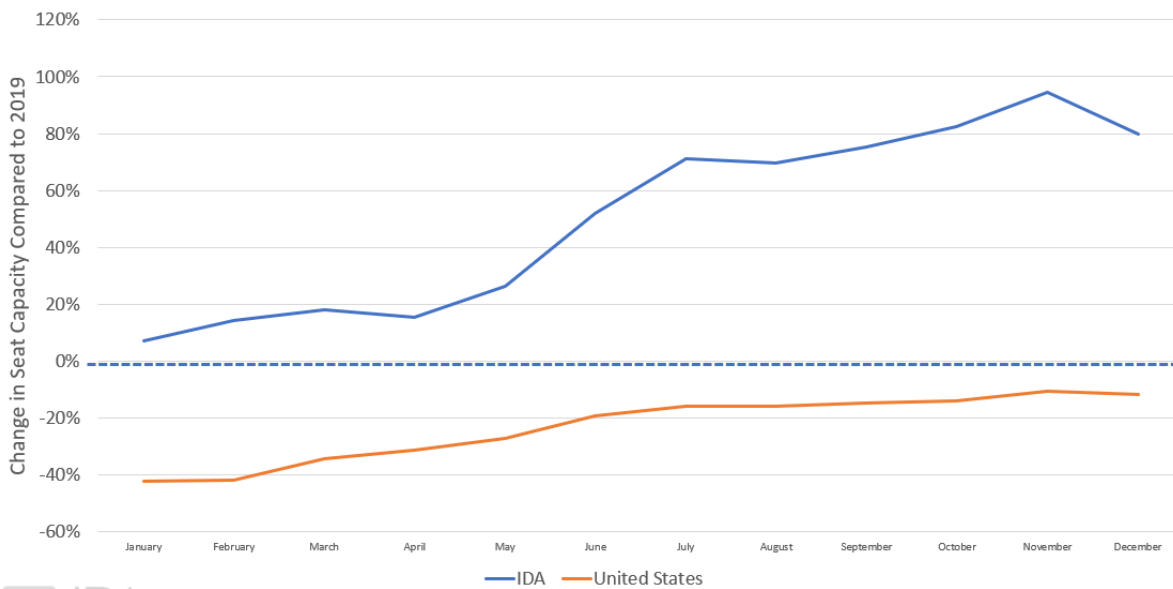
In 2021 IDA was at FAA forecast level for 2035

Must justify difference greater than 10% (2021 exceeded by 49%)



Seat Capacity Recovery, IDA & US (2019)

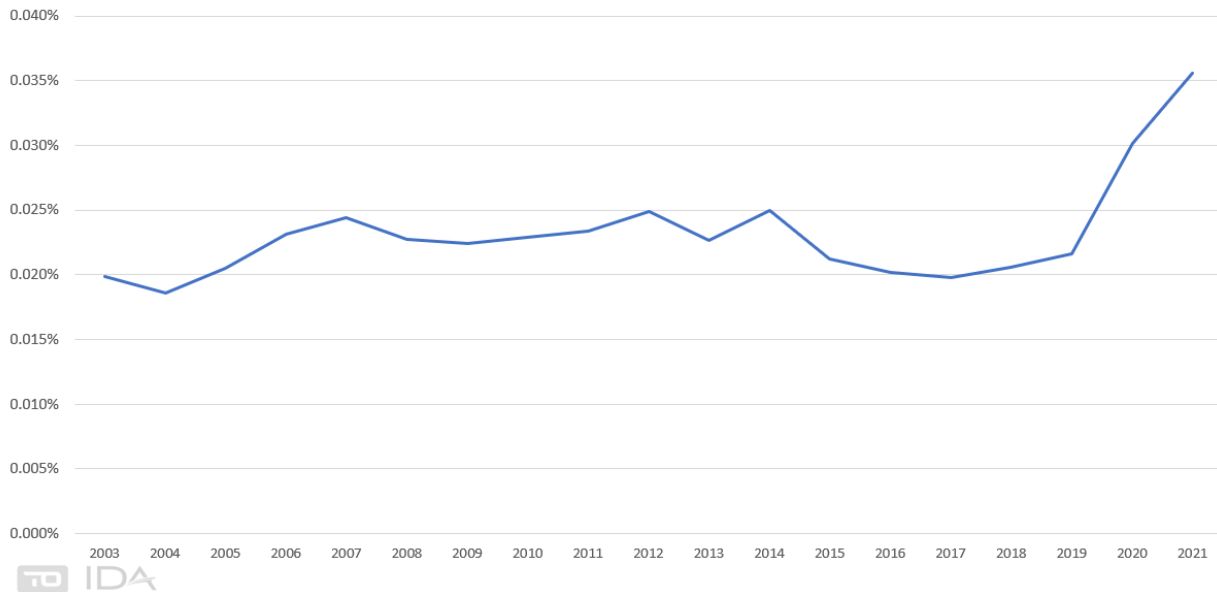
Remainder of US has not reached pre-pandemic levels



March 15, 2022

IDA Share of US Enplanements

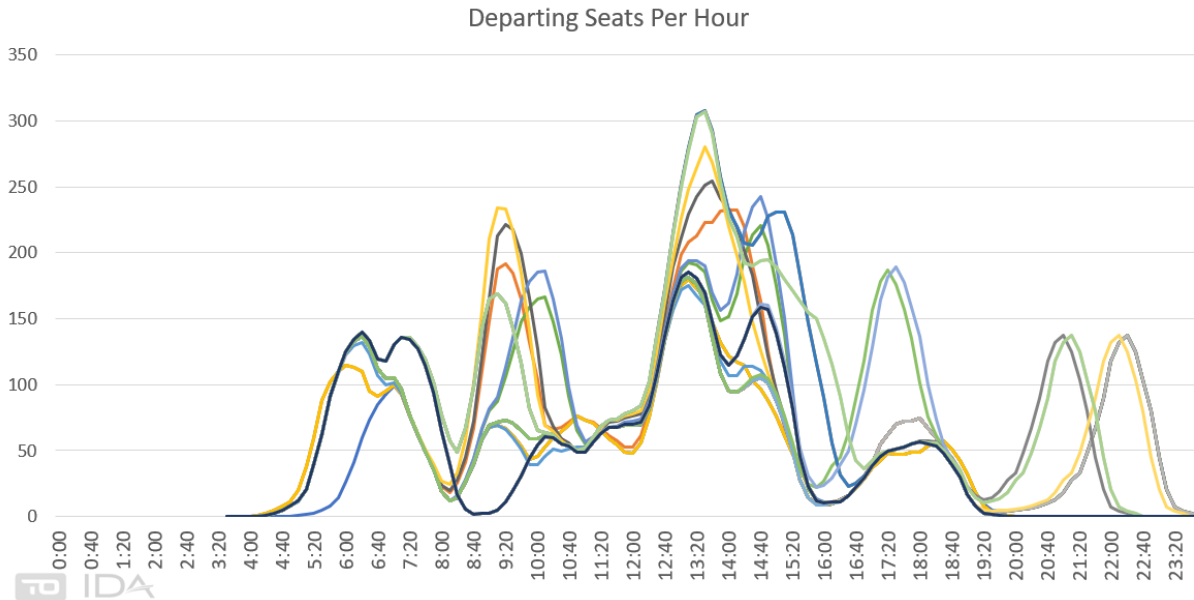
More enplanements = more FAA entitlement funding and BIL entitlement funding



Daily Analysis of Terminal Facilities

Master Plan Forecast is for Annual Enplanements with review of peak periods

Terminal is not constrained by annual level of enplanements but peak hour enplanements



Project Priorities: Target Areas for Alternative Development

Ticketing and Baggage Area

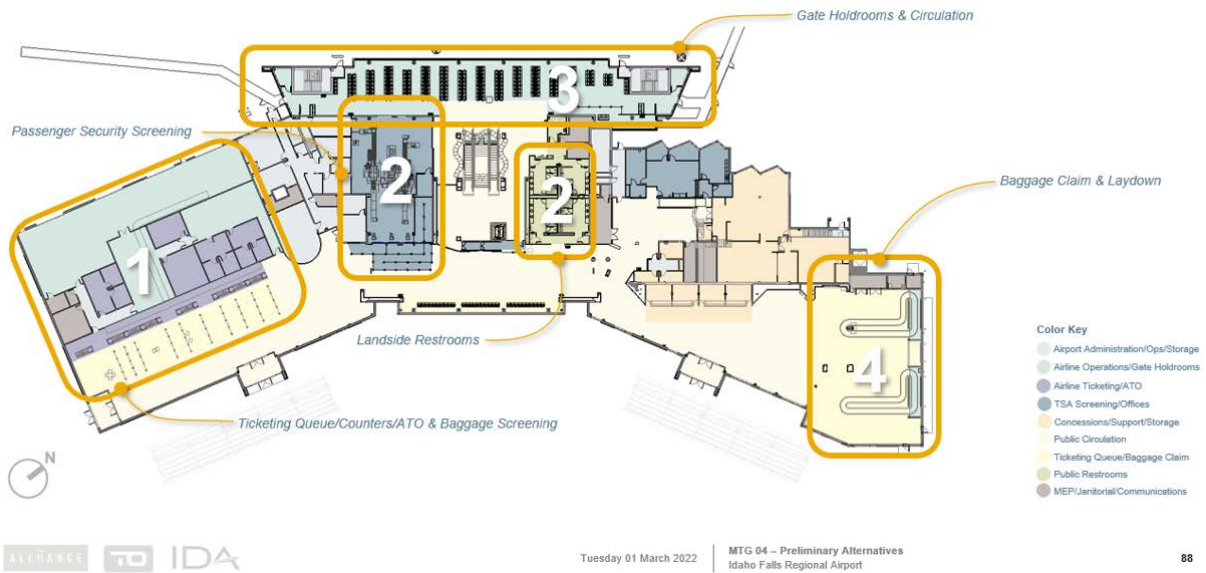
Checkpoint

Restrooms

Gate Hold-Rooms

Baggage Claim Layout

March 15, 2022

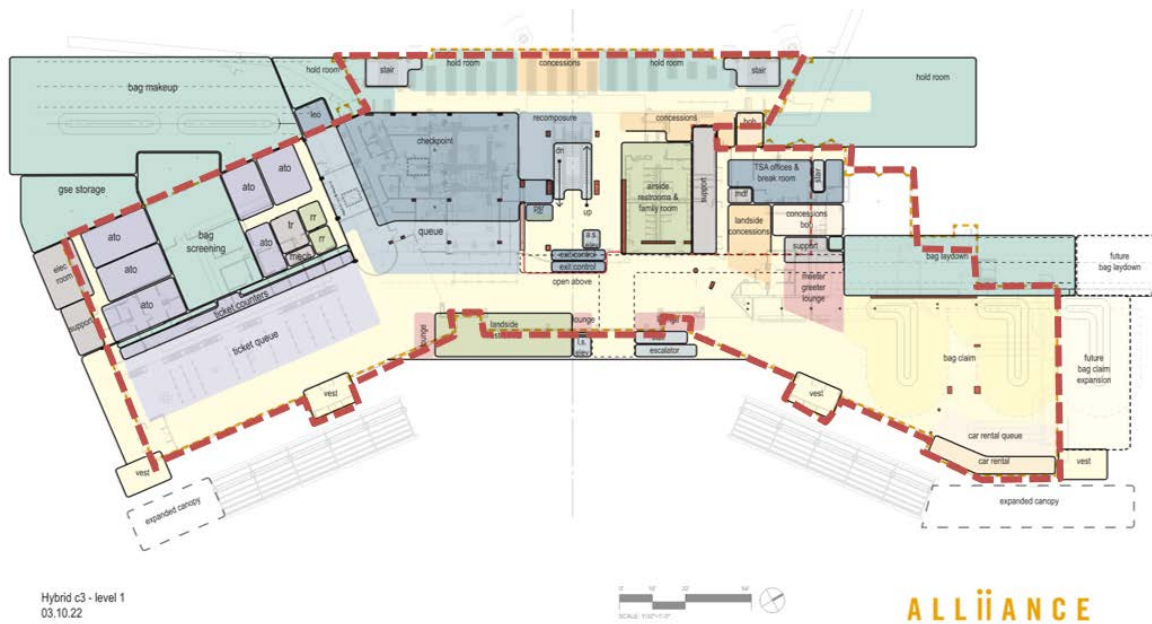


IDA Terminal CBR – Terminal Footprints



March 15, 2022

IDA Terminal CBR



Red Baron Hangar

Facility Assessment and Preservation Plan – Trout Architects



March 15, 2022

Capital Improvement Plan (CIP) – Jayme Verish, Idaho Falls Airport

**Action Desired: To approve the CIP and allow staff to submit to the Federal Aviation Administration (FAA).*

Terms and Abbreviations:

Entitlements - Federal Funding Based on Annual Enplanements

IDA will receive double Entitlement funding for next 5 years

Discretionary – Federal Funding – Airport Improvement Program (funds from the Aviation Trust Fund)

Funding is awarded based on ranking of project by FAA and available AIP funds

BIL – AIG – Supplemental Federal Funding based on AIP program (competitive)

BIL – ATP – Supplemental Federal Funding for Airport Terminal Projects (competitive)

BIL – ATP-ATCT – Supplemental Federal Funding for Airport – Air Traffic Control Tower (competitive)

Summary:

8.5 million for 2022

18 million for 2023

25 million for 2024

9.8 million for 2025

10 million for 2026

11.8 million for 2027

Total CIP funding: \$83,904,075

Total Local Share: \$5,917,525

Total Local Share percentage: 7%

March 15, 2022

IDA – ACIP FY 2022

Project Description	FEDERAL FUNDS						
(by Funding Year in Priority Order)	Entitlements	Discretionary	BIL - AIG	BIL - ATP	BIL - ATP ATCT	LOCAL SHARE	Total \$
Construct Terminal Phase 2 (Central Terminal and Boarding Bridges) - Construction	\$1,550,000	\$0				\$103,333	\$1,653,333
Terminal Concept Budget Report	\$0	\$0	\$263,000			\$17,533	\$280,533
Expand Terminal Building Phase 3 (Ticketing & Bag Makeup) - Design	\$0	\$0		\$1,000,000		\$169,591	\$1,169,591
Rehabilitate Terminal and North Apron - Preliminary Design	\$0	\$0	\$200,000			\$13,333	\$213,333
Rehabilitate Runway 3-21 - Preliminary Design	\$0	\$0	\$200,000			\$13,333	\$213,333
Relocate Air Traffic Control Tower (ATCT) - Environmental Assessment	\$0	\$0			\$450,000	\$0	\$450,000
Land Acquisition North (LLKM)	\$0	\$3,810,000				\$254,000	\$4,064,000
Land Acquisition South (Reed)	\$0	\$190,000	\$310,000			\$33,333	\$533,333
TOTAL FY 2022	\$1,550,000	\$4,000,000	\$973,000	\$1,000,000	\$450,000	\$604,457	\$8,577,457

IDA – ACIP 2023

Project Description	FEDERAL FUNDS						
(by Funding Year in Priority Order)	Entitlements	Discretionary	BIL - AIG	BIL - ATP	BIL - ATP ATCT	LOCAL SHARE	Total \$
Expand Terminal Building Phase 3 (Ticketing and Bag Makeup) - Construction	\$0	\$0		\$9,000,000		\$1,526,316	\$10,526,316
Relocate Air Traffic Control Tower (ATCT) - Design	\$0	\$0			\$800,000	\$0	\$800,000
Land Acquisition North (Johnson)	\$1,550,000	\$2,288,000				\$255,867	\$4,093,867
Land Acquisition South (Peterson)	\$0	\$2,000,000				\$133,333	\$2,133,333
Acquire Snow Removal Equipment - MTE	\$0	\$750,000				\$50,000	\$800,000
TOTAL FY 2023	\$1,550,000	\$5,038,000	\$0	\$9,000,000	\$800,000	\$1,965,516	\$18,353,516

March 15, 2022

IDA – ACIP FY 2024

Project Description	FEDERAL FUNDS						
(by Funding Year in Priority Order)	Entitlements	Discretionary	BIL - AIG	BIL - ATP	BIL - ATP ATCT	LOCAL SHARE	Total \$
Rehabilitate Runway 3-21 including Paved Shoulders	\$755,000	\$10,950,000				\$780,333	\$12,485,333
Construct Runway 3-21 Blast Pads	\$0	\$950,000				\$63,333	\$1,013,333
Replace Runway 3-21 Lighting and Signs	\$0	\$1,500,000				\$100,000	\$1,600,000
Install Runway Weather Information System	\$0	\$400,000				\$26,667	\$426,667
Rehabilitate Taxiway A - Pavement Maintenance	\$800,000	\$0				\$53,333	\$853,333
Expand Terminal Building Phase 4 - Airport Access Road	\$0	\$0		\$2,000,000		\$339,181	\$2,339,181
Relocate Air Traffic Control Tower - Construction	\$0	\$0			\$6,500,000	\$0	\$6,500,000
TOTAL FY 2024	\$1,555,000	\$13,800,000	\$0	\$2,000,000	\$6,500,000	\$1,362,848	\$25,217,848

IDA – ACIP FY 2025

Project Description	FEDERAL FUNDS						
(by Funding Year in Priority Order)	Entitlements	Discretionary	BIL - AIG	BIL - ATP	BIL - ATP ATCT	LOCAL SHARE	Total \$
Rehabilitate North Apron for Cargo Operations	\$1,550,000	\$1,700,000				\$216,667	\$3,466,667
Expand Terminal Building Phase 5 - Aircraft Parking Apron	\$0	\$0	\$5,232,000			\$348,800	\$5,580,800
Acquire Snow Removal Equipment - Blower	\$0	\$750,000				\$50,000	\$800,000
TOTAL FY 2025	\$1,550,000	\$2,450,000	\$5,232,000	\$0	\$0	\$615,467	\$9,847,467

March 15, 2022

IDA – ACIP FY 2026

Project Description	FEDERAL FUNDS						
(by Funding Year in Priority Order)	Entitlements	Discretionary	BIL - AIG	BIL - ATP	BIL - ATP ATCT	LOCAL SHARE	Total \$
Expand Corporate Apron and Hangar Area (South Quad)	\$1,550,000	\$950,000				\$166,667	\$2,666,667
Acquire Snow Removal Equipment - Blower	\$0	\$700,000				\$46,667	\$746,667
Runway Project Phase 1 - FAA Programmed from 2024	\$0	\$6,200,000				\$413,333	\$6,613,333
	\$0	\$0					
TOTAL FY 2026	\$1,550,000	\$7,850,000	\$0	\$0	\$0	\$626,667	\$10,026,667

IDA – ACIP FY 2027

Project Description	FEDERAL FUNDS						
(by Funding Year in Priority Order)	Entitlements	Discretionary	BIL - AIG	BIL - ATP	BIL - ATP ATCT	LOCAL SHARE	Total \$
Runway Project Phase 2 -FAA Programmed from 2024	\$1,550,000	\$4,088,550				\$375,903	\$6,014,453
Expand Terminal Building Phase 5 - Aircraft Parking Apron - FAA Programmed from 2025	\$0	\$5,500,000				\$366,667	\$5,866,667
	\$0	\$0					
TOTAL FY 2026	\$1,550,000	\$9,588,550	\$0	\$0	\$0	\$742,570	\$11,881,120

Airport Staff respectfully request that the Board approve the Airport Capital Improvement Plan (ACIP) and allow submittal to the Federal Aviation Administration (FAA), or take other action deemed appropriate.

PASSED by the Board Members of the Idaho Falls Regional Airport this day of March 15, 2022.

The meeting adjourned at 10:00 a.m.

Brook Edwards

Brook Edwards – Airport Administration

Rebecca Casper, MAYOR

Memorandum

File #: 21-533

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Tuesday, May 31, 2022
DEPARTMENT: Public Works

Subject

Bid Award - 25th Street/Gallatin Avenue Lift Station Improvements

Council Action Desired

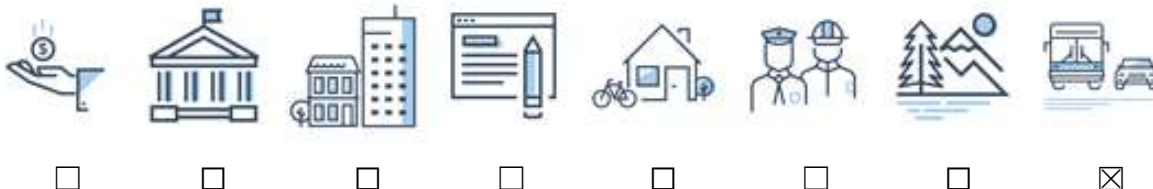
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)

Approve the plans and specifications, award to the lowest responsive, responsible bidder, 3H Construction, Inc., in an amount of \$112,803.00 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, May 31, 2022, bids were received and opened for the 25th Street/Gallatin Avenue Lift Station Improvements project. A tabulation of the bid results is attached. The purpose of the proposed bid award is to enter into contract with the lowest bidder to upgrade the storm lift station near this intersection.

Alignment with City & Department Planning Objectives



This project supports the community-oriented result of reliable public infrastructure by investing in the replacement of this storm lift station.

Interdepartmental Coordination

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

Fiscal Impact

Cost allocation for this project will come from the Wastewater Fund and 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.

2-37-25-1-SDN-2022-11

2022-044

City of Idaho Falls

Engineering Division

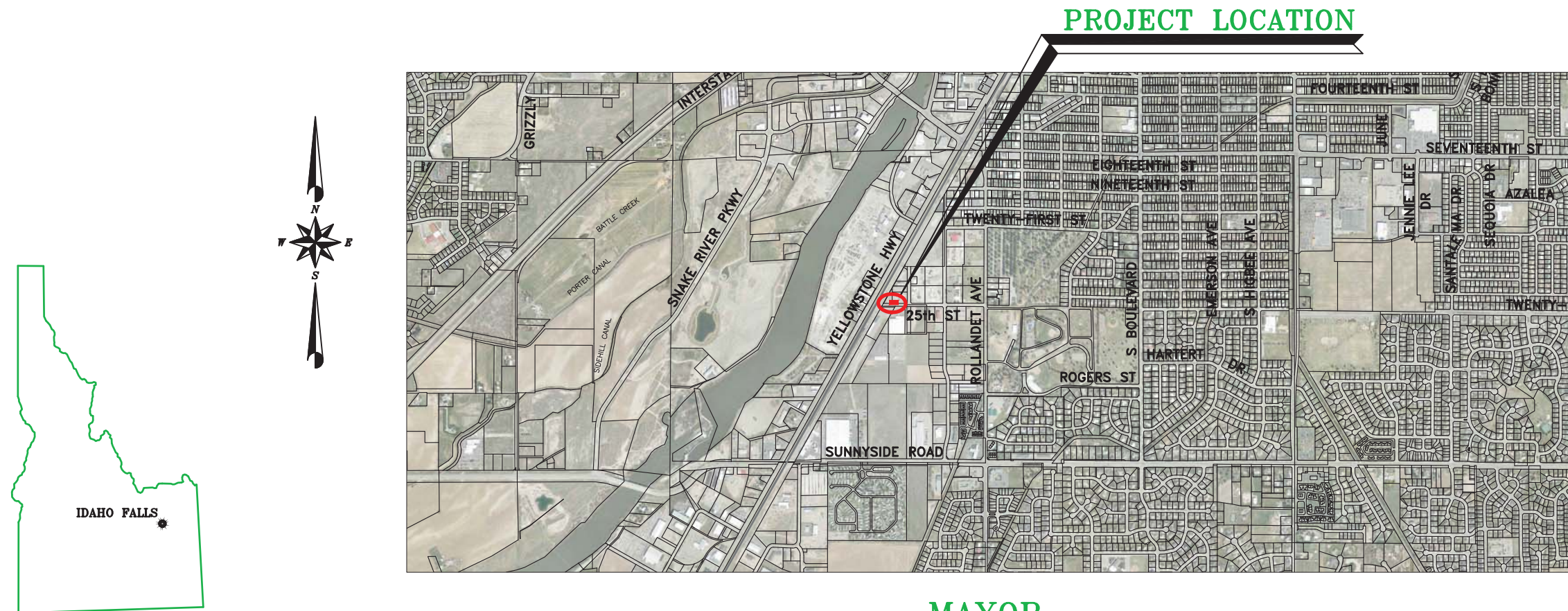
Bid Tabulation

Project: 25th St / Gallatin Lift Station Improvements
Submitted: Kent J. Fugal, P.E., PTOE

Number: 2-37-25-1-SDN-2022-11
Date: May 31, 2022

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		3H Construction, Inc.		Knife River Corporation	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
SP-1	SPECIAL PROVISIONS									
	S0603	Upgrade Storm Lift Station	1	LS	\$120,000.00	\$120,000.00	\$112,803.00	\$112,803.00	\$130,565.00	\$130,565.00
	TOTAL					\$120,000.00	\$112,803.00		\$130,565.00	

25TH ST/ GALLATIN LIFT STATION UPGRADES PROJECT # 2-37-25-1-SDN-2022-11



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

MICHELLE ZIEL-DINGMAN
LISA BURTONSHAW
THOMAS HALLY

JIM FRANCIS
JOHN B. RADFORD
JIM FREEMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR

CHRIS H FREDERICKSEN, P.E.


CITY ENGINEER

KENT J. FUGAL, P.E., PTOE

2022



Digitally signed by Kent J.
Fugal:AO1410C00000177F92E041C00017699
Date: 2022.05.11 08:07:22-06'00'

AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY		IDAHO FALLS PUBLIC WORKS	
ENGINEERING DIVISION			
25TH ST/GALLATIN LIFT STATION UPGRADE			
CHK BY:	CEP	DSG BY:	CW
FILE NO.	LIFT STATION TITLE PAGE	DATE PLOTTED:	SHEET NO.
DWG NO. 2-37-25-1-SDN-2022-11		05/10/22	1 OF 4

Memorandum

File #: 21-534

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, June 1, 2022
DEPARTMENT: Public Works

Subject

Bid Award - Sunnyside Road and Crestwood Lane Intersection Improvements

Council Action Desired

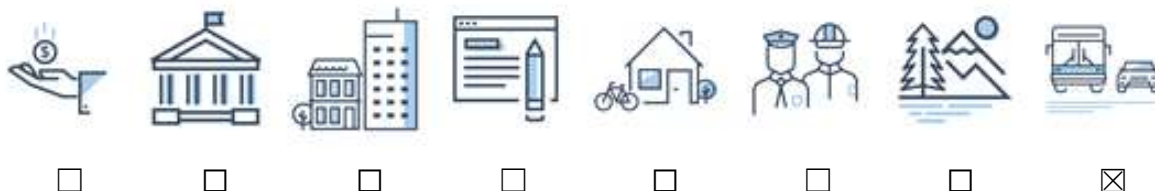
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)

Approve the plans and specifications, award to the lowest responsive, responsible bidder, Knife River Corporation, in an amount of \$339,955.00 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

On Wednesday, June 1, 2022, bids were received and opened for the Sunnyside Road and Crestwood Lane Intersection Improvements project. A tabulation of the bid results is attached. The purpose of the proposed bid award is to enter into contract with the lowest bidder to make improvements to this intersection. Improvements include adding an additional northbound lane to Crestwood Lane and adjusting one of the existing traffic signal poles to accommodate the road widening.

Alignment with City & Department Planning Objectives



This project supports the community-oriented result of reliable public infrastructure by investing in the improvement of this intersection.

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 Traffic Signal Improvement Fund and Municipal Capital Improvement Fund and 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.

2-38-33-1-TRF-2022-32

2022-045

City of Idaho Falls

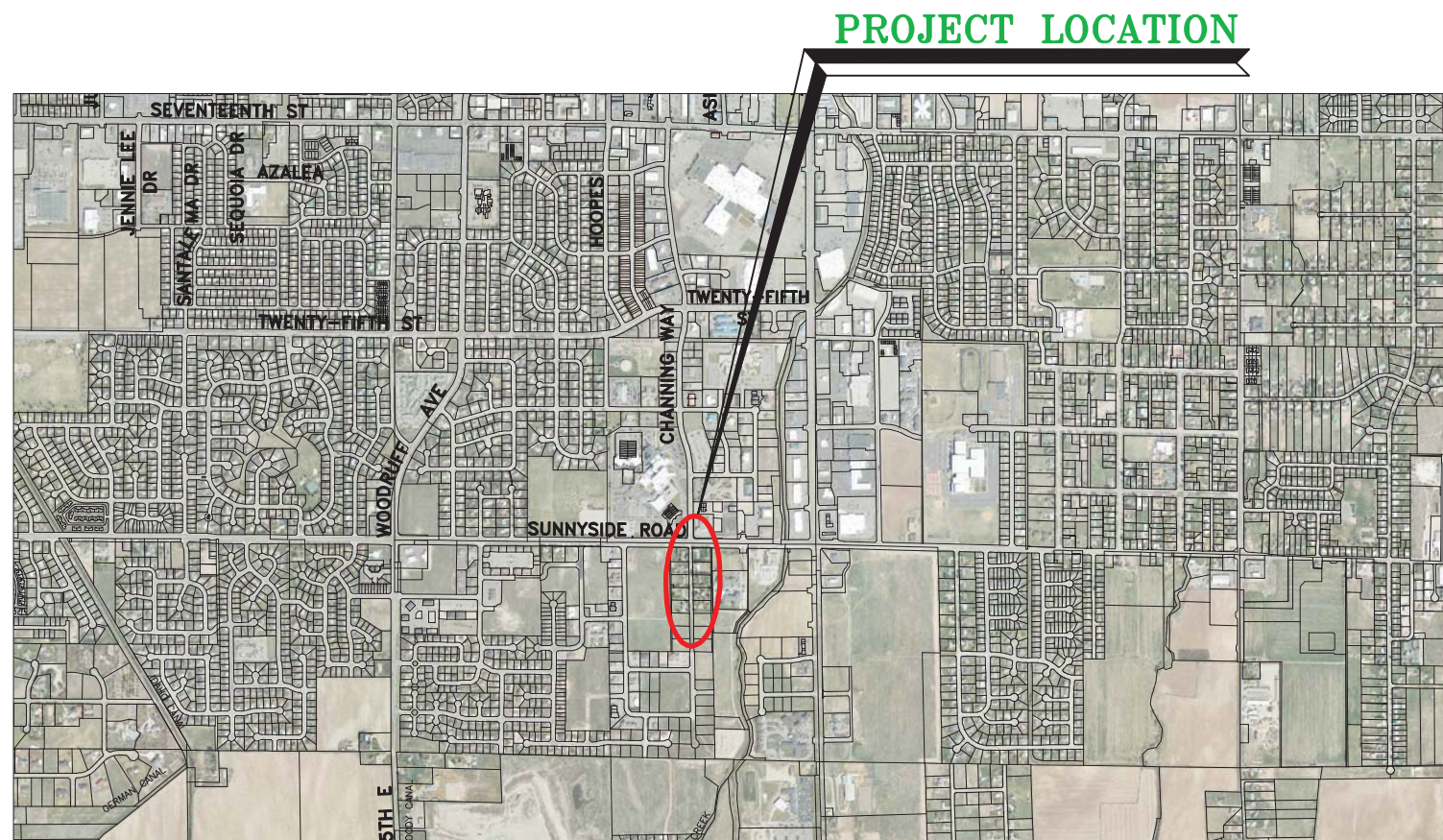
Engineering Division Bid Tabulation

Project: Sunnyside Rd & Crestwood Ln Intersection Improvements
Submitted: Kent J. Fugal, P.E., PTOE

Number: 2-38-33-1-TRF-2020-32
Date: June 1, 2022

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Knife River Corporation		HK Contractors, Inc.		JM Concrete Inc.	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
		DIVISION 200 - EARTHWORK										
2.01	201.4.1.D.1.a	Removal of Sidewalk	227	SY	\$20.00	\$4,540.00	\$15.00	\$3,405.00	\$7.50	\$1,702.50	\$20.00	\$4,540.00
2.02	201.4.1.E.1.a	Removal of Curb & Gutter	144	LF	\$15.00	\$2,160.00	\$8.00	\$1,152.00	\$7.00	\$1,008.00	\$10.00	\$1,440.00
2.03	201.4.1.F.1.a	Removal of Tree (6"-17")	3	EA	\$2,500.00	\$7,500.00	\$625.00	\$1,875.00	\$1,175.00	\$3,525.00	\$1,000.00	\$3,000.00
2.04	201.4.1.F.1.b	Removal of Tree (18"-30")	1	EA	\$4,000.00	\$4,000.00	\$1,225.00	\$1,225.00	\$2,150.00	\$2,150.00	\$2,000.00	\$2,000.00
2.05	202.4.1.C.1	Excavation	1,160	SY	\$20.00	\$23,200.00	\$18.00	\$20,880.00	\$15.25	\$17,690.00	\$50.00	\$58,000.00
		DIVISION 400 - WATER										
4.01	401.4.1.A.1.a	Water Main Pipe – Size 6"	21	LF	\$70.00	\$1,470.00	\$107.00	\$2,247.00	\$325.00	\$6,825.00	\$60.00	\$1,260.00
4.02	401.4.1.A.1.b	Water Main Pipe – Size 8"	165	LF	\$70.00	\$11,550.00	\$48.00	\$7,920.00	\$40.25	\$6,641.25	\$70.00	\$11,550.00
4.03	402.4.1.A.1.a	Valve – Size 6" - Type Gate	1	EA	\$1,000.00	\$1,000.00	\$920.00	\$920.00	\$350.00	\$350.00	\$2,000.00	\$2,000.00
4.04	402.4.1.A.1.b	Valve – Size 8" - Type Gate	1	EA	\$1,000.00	\$1,000.00	\$920.00	\$920.00	\$350.00	\$350.00	\$2,500.00	\$2,500.00
4.05	403.4.1.A.1	Hydrant, Flush	1	EA	\$2,500.00	\$2,500.00	\$2,600.00	\$2,600.00	\$2,150.00	\$2,150.00	\$3,000.00	\$3,000.00
4.06	404.4.1.A.1.a	Water Service Connection, Size 1"	1	EA	\$2,000.00	\$2,000.00	\$2,800.00	\$2,800.00	\$2,700.00	\$2,700.00	\$3,000.00	\$3,000.00
4.07	404.4.1.A.1.b	Water Service Connection, Size 2"	1	EA	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$2,700.00	\$2,700.00	\$3,500.00	\$3,500.00
		DIVISION 500 - SEWER										
5.01	501.4.1.B.1	Gravity Sewer Pipe Size 12"	160	LF	\$100.00	\$16,000.00	\$109.00	\$17,440.00	\$67.00	\$10,720.00	\$120.00	\$19,200.00
5.02	502.4.1.A.1	Sanitary Sewer Manhole – Type A	1	EA	\$6,000.00	\$6,000.00	\$6,500.00	\$6,500.00	\$5,528.00	\$5,528.00	\$5,000.00	\$5,000.00
		DIVISION 700 - CONCRETE										
7.01	706.4.1.A.7.a	Curb and Gutter, Type Standard	464	LF	\$50.00	\$23,200.00	\$53.00	\$24,592.00	\$57.25	\$26,564.00	\$50.00	\$23,200.00
7.02	706.4.1.E.1.a	Concrete Sidewalks, thickness 4"	6	SY	\$150.00	\$900.00	\$150.00	\$900.00	\$155.00	\$930.00	\$100.00	\$600.00
7.03	706.4.1.E.1.b	Concrete Sidewalks, thickness 7"	128	SY	\$150.00	\$19,200.00	\$174.00	\$22,272.00	\$291.50	\$37,312.00	\$150.00	\$19,200.00
7.04	706.4.1.E.1.c	Concrete Sidewalks, thickness 5"	12	SY	\$150.00	\$1,800.00	\$160.00	\$1,920.00	\$123.25	\$1,479.00	\$125.00	\$1,500.00
		DIVISION 800 - AGGREGATES & ASPHALT										
8.01	801.4.1.A.1	Uncrushed Aggregate Base	257	CY	\$45.00	\$11,565.00	\$45.00	\$11,565.00	\$59.00	\$15,163.00	\$50.00	\$12,850.00
8.02	802.4.1.A.1	Crushed Aggregate for Base Type I	257	CY	\$50.00	\$12,850.00	\$50.00	\$12,850.00	\$67.00	\$17,219.00	\$50.00	\$12,850.00
8.03	810.4.1.A.1	Plant Mix Pavement 3/4", PG 58-34	193	CY	\$130.00	\$25,090.00	\$120.00	\$23,160.00	\$113.25	\$21,857.25	\$125.00	\$24,125.00
		DIVISION 1100 - TRAFFIC SIGNALS & STREET LIGHTING										
11.01	1102.4.1.A.1	Street Light	1	EA	\$80,000.00	\$80,000.00	\$107,000.00	\$107,000.00	\$115,345.00	\$115,345.00	\$107,050.00	\$107,050.00
11.02	1104.4.1.A.1	Pavement Line Paint or Painted Pavement Markings	833	SF	\$5.00	\$4,165.00	\$4.00	\$3,332.00	\$10.25	\$8,538.25	\$3.50	\$2,915.50
		DIVISION 2000 - MISCELLANEOUS										
20.01	2010.4.1.A.1	Mobilization	1	LS	\$35,000.00	\$35,000.00	\$49,275.00	\$49,275.00	\$54,500.00	\$54,500.00	\$100,000.00	\$100,000.00
20.02	2030.4.1.A.1	Manhole, Type, Adjust to Grade	1	EA	\$1,000.00	\$1,000.00	\$1,050.00	\$1,050.00	\$472.00	\$472.00	\$2,000.00	\$2,000.00
20.03	2040.4.1.D.1	Remove and Reset Fence, Wood	40	LF	\$60.00	\$2,400.00	\$105.00	\$4,200.00	\$75.00	\$3,000.00	\$10.00	\$400.00
20.04	2050.4.1.C.1	Subgrade Preparation Geotextile	1,160	SY	\$3.50	\$4,060.00	\$3.00	\$3,480.00	\$4.55	\$5,278.00	\$5.00	\$5,800.00
		SPECIAL PROVISIONS										
SP-1	S1150	Remove & Replace Sign	1	EA	\$350.00	\$350.00	\$1,475.00	\$1,475.00	\$1,445.00	\$1,445.00	\$1,200.00	\$1,200.00
		TOTAL				\$307,000.00		\$339,955.00		\$373,142.25		\$433,680.50

SUNNYSIDE RD & CRESTWOOD LN INTERSECTION IMPROVEMENTS PROJECT # 2-38-33-1-TRF-2020-32



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

MICHELLE ZIEL-DINGMAN
LISA BURTENSHAW
THOMAS HALLY

JIM FRANCIS
JOHN B. RADFORD
JIM FREEMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR

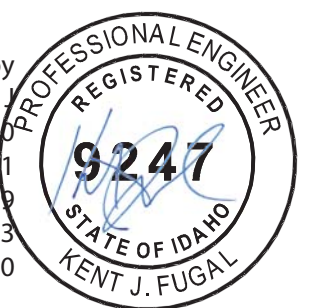
CHRIS H FREDERICKSEN, P.E.


CITY ENGINEER

KENT J. FUGAL, P.E., PTOE

2022

Digitally signed by
Kent J. Fugal
Fugal:A01410C0000
0177F92E041C0001
7649
Date: 2022.05.13
'15:37:06 -06'00



AS BUILT:					
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY					
ENGINEERING DIVISION					
SUNNYSIDE RD & CRESTWOOD LN INTERSECTION IMPROVEMENTS					
CHK BY:	CEP	DSG BY:	MB	DWN BY:	MB
FILE NO. 2-38-33-1-TRF-2020-32		DATE PLOTTED: 05/13/22		SHEET NO. 1 OF 10	

Memorandum

File #: 21-535

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, June 1, 2022
DEPARTMENT: Public Works

Subject

Bid Award - New Road at Sunken Diamond (Tautphaus Park)

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, 3H Construction, Inc., in an amount of \$257,132.00 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

On Wednesday, June 1, 2022, bids were received and opened for the New Road at Sunken Diamond project. A tabulation of the bid results is attached. The purpose of the proposed bid award is to enter into contract with the lowest bidder to build a new road in Tautphaus Park connecting Sunken Diamond Drive and North Park Drive.

Alignment with City & Department Planning Objectives



This project supports the community-oriented results of livable community and reliable public infrastructure by investing in the improvement of our city parks.

Interdepartmental Coordination

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

Fiscal Impact

Cost allocations for this project will come from the Parks and Recreation Fund and Water Fund and 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.

2-38-30-3-PRK-2022-13

2022-046

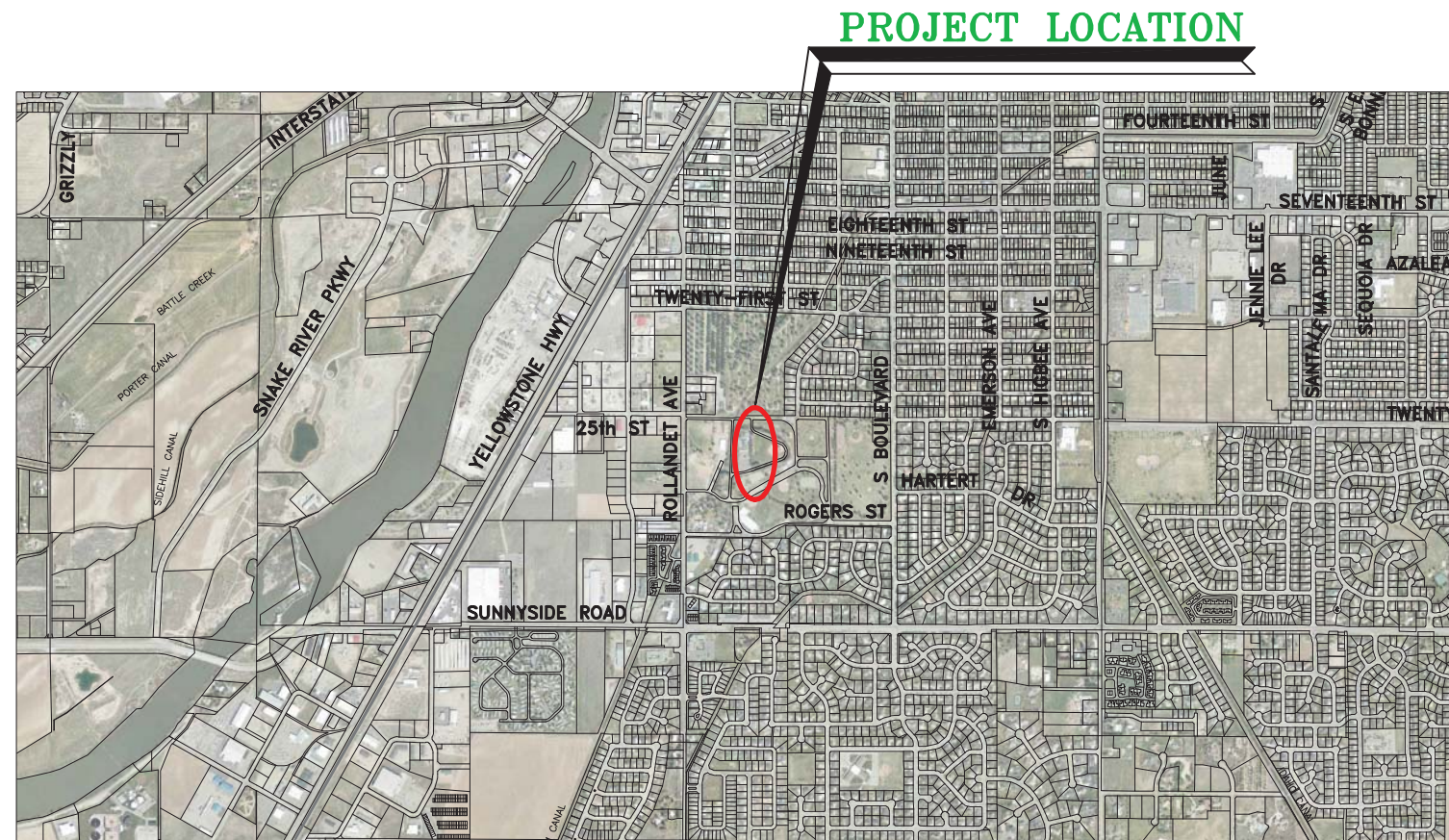
City of Idaho Falls
Engineering Division
Bid Tabulation

Project: New Road at Sunken Diamond (Tautphaus Park)
Submitted: Kent J. Fugal, P.E., PTOE

Number: 2-38-30-3-PRK-2022-13
Date: June 1, 2022

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		3H Construction, Inc.		HK Contractors, Inc.		Knife River Corporation		Vanguard LLC		JM Concrete, Inc.	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
2.01		DIVISION 200 - EARTHWORK														
	202.4.1.A.1	Excavation	1,604	CY	\$15.00	\$24,060.00	\$24.00	\$38,496.00	\$30.50	\$48,922.00	\$23.00	\$36,892.00	\$39.00	\$62,556.00	\$50.00	\$80,200.00
		DIVISION 300 - TRENCHING														
3.01	307.4.1.G.1	Type "P" Surface Restoration (Asphalt Roadway)	196	SY	\$60.00	\$11,760.00	\$90.00	\$17,640.00	\$79.00	\$15,484.00	\$97.50	\$19,110.00	\$61.00	\$11,956.00	\$50.00	\$9,800.00
		DIVISION 400 - WATER														
4.01	401.4.1.A.1.b	Water Main Pipe – Size 8"	1,189	LF	\$60.00	\$71,340.00	\$67.00	\$79,663.00	\$60.00	\$71,340.00	\$45.00	\$53,505.00	\$55.50	\$65,989.50	\$70.00	\$83,230.00
4.02	402.4.1.A.1.b	Valve – Size 8" - Type Gate	13	EA	\$1,000.00	\$13,000.00	\$700.00	\$9,100.00	\$700.00	\$9,100.00	\$1,300.00	\$16,900.00	\$1,200.00	\$15,600.00	\$1,500.00	\$19,500.00
4.03	403.4.1.A.1	Hydrant, Standard	2	EA	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00	\$2,600.00	\$5,200.00	\$4,375.00	\$8,750.00	\$4,500.00	\$9,000.00	\$5,000.00	\$10,000.00
4.04	404.4.1.A.1.b	Water Service Connection, Size 2"	1	EA	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,344.00	\$3,344.00	\$5,475.00	\$5,475.00	\$4,200.00	\$4,200.00	\$5,000.00	\$5,000.00
7.01		DIVISION 700 - CONCRETE														
	703.4.1.A.1	Concrete (Cast-In-Place)	1	CY	\$150.00	\$150.00	\$2,500.00	\$2,500.00	\$3,950.00	\$3,950.00	\$5,555.00	\$5,555.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00
		DIVISION 800 - AGGREGATES & ASPHALT														
8.01	802.4.1.A.1	Crushed Aggregate for Base Type I	678	CY	\$50.00	\$33,900.00	\$38.00	\$25,764.00	\$68.00	\$46,104.00	\$88.00	\$59,664.00	\$79.00	\$53,562.00	\$70.00	\$47,460.00
8.02	810.4.1.A.1	Plant Mix Pavement 3/4", PG 58-34	411	CY	\$125.00	\$51,375.00	\$132.00	\$54,252.00	\$120.00	\$49,320.00	\$173.50	\$71,308.50	\$159.00	\$65,349.00	\$183.00	\$75,213.00
11.01		DIVISION 1100 - TRAFFIC SIGNALS & STREET LIGHTING														
	1105.4.1.E.1	Install Traffic Sign	5	EA	\$350.00	\$1,750.00	\$1,500.00	\$7,500.00	\$1,350.00	\$6,750.00	\$1,925.00	\$9,625.00	\$400.00	\$2,000.00	\$3,000.00	\$15,000.00
		DIVISION 2000 - MISCELLANEOUS														
20.01	2050.4.1.C.1	Subgrade Separation Geotextile	4,062	SY	\$3.00	\$12,186.00	\$3.50	\$14,217.00	\$2.50	\$10,155.00	\$3.25	\$13,201.50	\$3.73	\$15,151.26	\$10.00	\$40,620.00
		TOTAL				\$228,521.00		\$257,132.00		\$269,669.00		\$299,986.00		\$307,363.76		\$387,023.00

NEW ROAD AT SUNKEN DIAMOND (TAUTPHAUS PARK) PROJECT # 2-38-30-3-PRK-2022-13



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

MICHELLE ZIEL-DINGMAN
LISA BURTENSHAW
THOMAS HALLY

JIM FRANCIS
JOHN B. RADFORD
JIM FREEMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR

CHRIS H FREDERICKSEN, P.E.

CITY ENGINEER

KENT J. FUGAL, P.E., PTOE

2022

Digitally signed
by Kent J. Fugal
Fugal:A0141020
0000177F92E04
1C00017649
Date: 2022.05.13
'17:52:41 -06'00



AS BUILT:

SCALE SHOWN IS FOR
SHEET 11 x 17 ONLY

ENGINEERING
DIVISION



NEW ROAD AT SUNKEN DIAMOND
(TAUTPHAUS PARK)
TITLEPAGE

CHK BY: CEP	DSG BY: RS	DWN BY: RS
FILE NO. 2-38-30-3-PRK-2022-13	DATE PLOTTED: 05/13/22	SHEET NO. 1 OF 7
DWG NO. PRK-2022-13-TITLEPAGE		

Memorandum

File #: 21-529

City Council Meeting

FROM: Josh Roos, City Treasurer
DATE: Tuesday, May 31, 2022
DEPARTMENT: Municipal Services

Subject

Treasurer's Report for April 2022

Council Action Desired

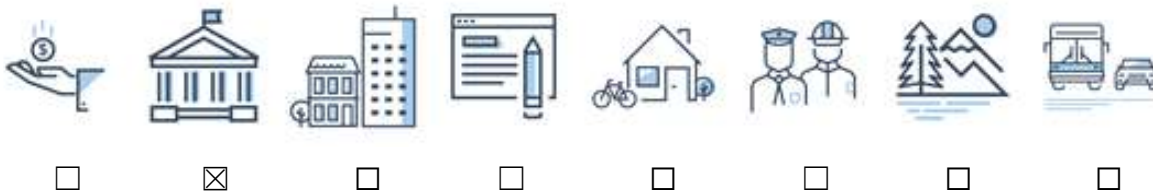
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the Treasurer's Report for the month-ending April 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 April 2022, total cash, and investments total \$143.8M. Total receipts received and reconciled to the general ledger were reported at \$16.2M, which includes revenues of \$14M and interdepartmental transfers of \$2.2M. Total distributions reconciled to the general ledger were reported at \$18.8M, which includes salary and benefits of \$7.8M, operating costs of \$8.8M and interdepartmental transfers of \$2.2M. As reported in the attached investment report, the total investments reconciled to the general fund were reported at \$134M.

Alignment with City & Department Planning Objectives



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

Interdepartmental Coordination

Not applicable.

Fiscal Impact

Not applicable.

Legal Review

Not applicable.

April 2022 Total Fund Cash & Investment

General Fund

- \$5,285,358 is designated for ARPA funding
- \$2,697,041 is designated for MERF Funds
- \$1,668,216 is designated cash

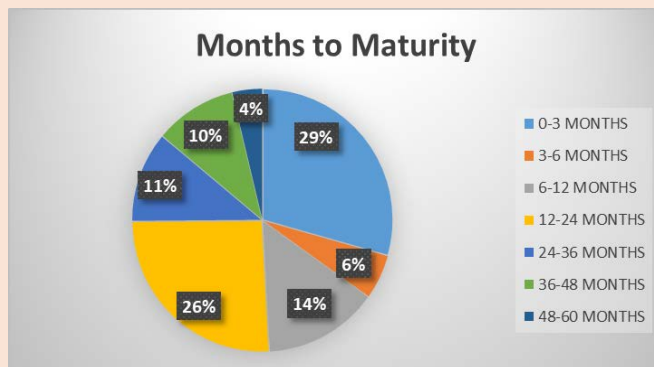
CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT APRIL, 2022

FUND	BEGINNING CASH & INVESTMENTS	Interest Earned	TOTAL RECEIPTS	TOTAL DISBURSEMENTS	ENDING BALANCE CASH & INVESTMENTS
GENERAL	\$26,201,923	\$21,676	\$5,139,007	\$6,696,621	\$24,644,309
STREET	\$4,714,961	\$3,867	\$881,385	\$464,249	\$5,132,098
RECREATION	\$493,458	\$540	\$102,980	\$302,593	\$293,845
LIBRARY	\$4,131,594	\$3,382	\$29,423	\$474,727	\$3,686,290
AIRPORT PFC FUND	\$1,091,191	\$744	\$112,908	\$6,523	\$1,197,576
MUNICIPAL EQUIP. REPLCMT.	\$0	\$0	\$0	\$0	\$0
EL. LT. WEATHERIZATION FD	\$3,756,260	\$2,835	\$8,409	\$38,284	\$3,726,385
BUSINESS IMPRV. DISTRICT	\$107,342	\$81	\$810	\$707	\$107,445
GOLF	(\$538,412)	(\$440)	\$594,474	\$361,520	(\$305,458)
SELF-INSURANCE FD.	\$3,492,080	\$2,879	\$219,858	\$46,360	\$3,665,578
HEALTH & ACCIDENT INSUR.	\$4,552,969	\$3,457	\$3,457	\$30,299	\$4,526,127
EMERGENCY MEDICAL SERVICES	(\$93,532)	(\$431)	\$719,332	\$718,064	(\$92,265)
WILDLAND	\$674,930	\$614	\$614	\$18,072	\$657,472
MUNICIPAL CAPITAL IMP.	\$2,584,686	\$1,954	\$9,441	\$17,127	\$2,577,001
STREET CAPITAL IMPROVEMENT	\$838,705	\$676	\$11,715	\$16,925	\$833,495
BRIDGE & ARTERIAL STREET	\$870,637	\$654	\$13,974	\$24,654	\$859,958
SURFACE DRAINAGE	\$193,801	\$145	\$1,681	\$1,268	\$194,214
TRAFFIC LIGHT CAPITAL IMPRV.	\$1,311,928	\$967	\$36,433	\$8,476	\$1,339,885
PARKS CAPITAL IMPROVEMENT	(\$100,487)	\$45	\$45	\$399	(\$100,840)
ZOO CAPITAL IMPROVEMENT	\$415,160	\$326	\$4,469	\$16,578	\$403,050
CIVIC AUDITORIUM CAPITAL IMP.	\$201,740	\$153	\$153	\$1,340	\$200,553
GOLF CAPITAL IMP.	(\$78,230)	\$406	\$76,003	\$0	(\$2,226)
POLICE CAPITAL IMPROVEMENT	(\$506,021)	\$0	\$0	\$266,086	(\$772,107)
AIRPORT	(\$156,328)	\$21	\$254,535	\$594,904	(\$496,697)
WATER	\$18,431,634	\$13,303	\$1,149,984	\$642,935	\$18,938,682
SANITATION	\$6,021,571	\$4,461	\$532,324	\$553,255	\$6,000,640
IDAHO FALLS POWER	\$37,135,686	\$29,303	\$5,044,582	\$6,206,783	\$35,973,485
FIBER	\$854,143	\$844	\$170,315	\$425,984	\$598,475
WASTEWATER	\$29,850,036	\$22,173	\$1,080,921	\$873,965	\$30,056,992
TOTAL ALL FUNDS	\$146,453,425	\$114,635	\$16,199,233	\$18,808,696	\$143,843,962

APRIL 2021 TOTAL: \$145,938,460

April 2022 Investments Maturity

MONTH	AMOUNT	%
0-3 MONTHS	\$39,355,873.44	29.36%
3-6 MONTHS	\$7,370,508.88	5.50%
6-12 MONTHS	\$19,119,670.28	14.27%
12-24 MONTHS	\$34,522,448.98	25.76%
24-36 MONTHS	\$14,948,517.28	11.15%
36-48 MONTHS	\$13,677,662.52	10.21%
48-60 MONTHS	\$5,031,603.24	3.75%
Total	\$134,026,284.62	100.00%



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

April 2022 Types of Investments

TYPE	AMOUNT	%
Agency	\$18,375,240.74	14%
Bonds	\$53,049,836.70	40%
CD's	\$14,465,673.75	11%
LGIP	\$15,886,368.89	12%
Money Market	\$5,008,398.21	4%
Treasury	\$27,156,065.07	20%
Cash	\$84,701.26	0.06%
Total	\$134,026,284.62	100.00%

BROKER	AMOUNT	%
LPL	\$258,020	0.19%
LGIP	\$15,886,369	11.85%
Wells Fargo	\$93,240,806.09	69.57%
DA Davidson	\$523,004.02	0.39%
WAFED	\$5,269,518.94	3.93%
Lookout CU	\$276,668.41	0.21%
Key Bank	\$5,401,294.71	4.03%
Idaaho Central CU	\$4,469,162	3.33%
Bank of Idaho	\$6,633,219	4.95%
Bank of Commerce	\$2,068,223	1.54%
Total	\$134,026,284.62	100.00%

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

- Yearly Investment Comparison

- City Investment Portfolio

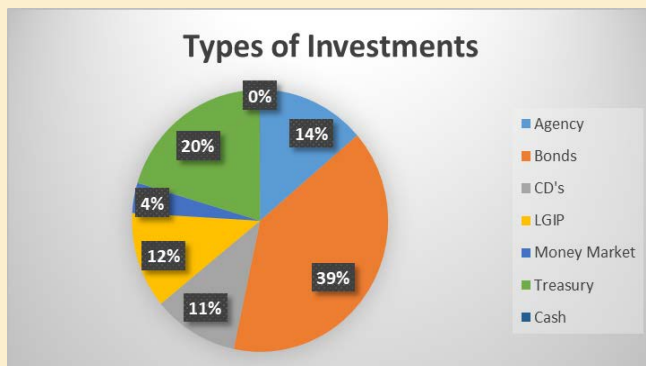
2021: \$132M

2022: \$134M

- Total Cash & Investment

2021: \$146M

2022: \$144M



File #: 21-531

City Council Meeting

FROM: Kathy Hampton, City Clerk
DATE: Wednesday, June 1, 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

May 26, 2022 City Council Meeting

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



City Council Meeting

Minutes - Draft

680 Park Avenue
Idaho Falls, ID 83402

Thursday, May 26, 2022

7:30 PM

City Council Chambers

1. Call to Order.

Present: Mayor Rebecca L Noah Casper, Council President Michelle Ziel-Dingman, Councilor John Radford, Councilor Jim Francis, and Councilor Lisa Burtenshaw

Absent: Councilor Thomas Hally, and Councilor Jim Freeman

Also present:

All available Department Directors

Randy Fife, City Attorney

Kathy Hampton, City Clerk

2. Pledge of Allegiance.

Mayor Casper led those present in the Pledge of Allegiance.

3. Public Comment.

No one appeared.

4. Consent Agenda.

A. Idaho Falls Power

1) IFP 22-15 Electric Wire Purchase for Idaho Falls Power

Idaho Falls Power (IFP) solicited bids from qualified vendors to purchase electrical wire inventory for electric service. Adhering to IFP construction timelines, Irby Utilities, Royal Switchgear and Anixter Power Solutions were the lowest responsive, responsible bidders. Based on construction projections and unit bid prices, the base value is \$168,656.10 with a 5% tolerance of \$8432.81 for a total cost of \$177,088.91.

2) Idaho Falls Power Board Meeting Minutes - May 2022

The Idaho Open Meeting Law requires that the governing body of a public agency must provide for the taking of written minutes of all its meetings.

B. Public Works

1) Bid Award - Sewer Line Rehabilitation 2022

On Tuesday, May 17, 2022, bids were received and opened for the Sewer Line Rehabilitation 2022 project. A tabulation of the bid results is attached. The purpose of the proposed bid award is to enter into contract with the lowest bidder to perform sewer pipe lining on various lines throughout the city.

2) Bid Award - Thermoplastic 2022

On Wednesday, May 18, 2022, bids were received and opened for the Thermoplastic 2022 project. A tabulation of the bid results is attached. The purpose of the proposed bid award is to enter into contract with the lowest bidder to place thermoplastic pavement markings at various locations throughout the city.

C. Municipal Services**1) Upgrade City Servers**

This purchase will upgrade and refresh the city's Cisco servers that are approaching their useful life and recommended for an upgrade. The servers support various city information technology resources including, but not limited to network operations, utility billing, file storage, fire dispatching/station alerting, email services and GIS.

2) Minutes from Council Meetings

May 9, 2022 City Council Work Session; and May 12, 2022 City Council Meeting

3) License Applications, all carrying the required approvals***Recommended Action:***

It was moved by Council President Ziel-Dingman, seconded by Councilor Burtenshaw, to approve, accept, or receive all items on the Consent Agenda according to the recommendations presented. The motion carried by the following vote: Aye - Councilors Francis, Radford, Burtenshaw, Dingman. Nay - none.

5. Regular Agenda.**A. Municipal Services****1) Purchase Generators for Fire Stations 4 and 5**

The purchase and installation of the generators will power Fire Stations 4 and 5 independently during incidences that affect critical response and operational independence. Bids for the two generators were originally received on February 8, 2022, with Wheeler Electric being the sole bidder. The award was placed on hold until it was determined whether American Rescue Plan Act (ARPA) funds could be used for the purchase. Wheeler Electric provided updated quotes along with delivery and installation lead times on May 12, 2022.

Municipal Services Director Pamela Alexander appeared. She stated the total cost for this purchase is \$252,720. Council President Dingman stated this item was recommended by the ARPA Committee. She also stated the generators will allow power services in case of an emergency.

It was moved by Council President Ziel-Dingman, seconded by Councilor Burtenshaw, to accept and approve the quotes received from Wheeler Electric for a total of \$252,720.00 for the purchase and installation of two generators for Fire Stations 4 and 5. The motion carried by the following vote: Aye - Councilors Dingman, Radford, Francis, Burtenshaw. Nay - none.

2) Resolution to Appoint City Impact Fee Administrator

The City's impact fee ordinance, Idaho Falls City Code §10-8-4, authorizes the Mayor to appoint an Impact Fee Administrator. The Mayor is recommending the appointment of Municipal Services Director, Pamela Alexander to serve as the City's Impact Fee Administrator.

Council President Dingman stated she agrees with the director of Municipal Services, as this is the director of financial transactions, and is the steward of how monies are collected and divided. Mayor Casper explained the reason for naming a specific individual, noting another director may have another/better reason to be the administrator in the future. She believes in that instance, the director of the department should be appointed versus a specific individual in the event there's an unanticipated departure.

It was moved by Council President Ziel-Dingman, seconded by Councilor Burtenshaw, to approve the resolution to appoint the Municipal Services Director Pamela Alexander as the City's Impact Fee Administrator and give authorization for the Mayor and City Clerk to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Radford, Burtenshaw, Francis, Dingman. Nay - none.

RESOLUTION NO. 2022-14

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, DESIGNATING PAMELA ALEXANDER AS THE CITY'S IMPACT FEE ADMINISTRATOR; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

B. Public Works

- 1) Memorandum of Understanding and Resolution for Leading Idaho Local Bridge Program Applications
Senate Bill 1359, an appropriations bill, was signed by the Governor on March 16, 2022, funding the Strategic Initiatives Program with up to \$200 Million intended for local bridge maintenance. Two bridges within Idaho Falls are eligible for grant funding and include the bridge crossing the Idaho Canal at E 65th N and the bridge over the Butte Arm Canal at S Emerson Avenue. Approval of the MOU and Resolution will allow the city to submit applications for these bridge replacements.

Public Works Director Chris Fredericksen appeared. He stated the applications for this program are due June 8, 2022. Councilor Burtenshaw stated the grant application for the bridge at E 65th N would include this bridge to be five-lane for the arterial road, which is following the BMPO (Bonneville Metropolitan Planning Organization) recommendation.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the Memorandum of Understanding (MOU) and Resolution for Leading Idaho Local Bridge Program Applications and give authorization for the Mayor and City Clerk to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Burtenshaw, Dingman, Francis, Radford. Nay - none.

RESOLUTION NO. 2022-15

LEADING IDAHO LOCAL BRIDGE PROGRAM – LOCAL HIGHWAY JURISDICTION RESOLUTION

- 2) Ordinance Amending Title 10, Chapter 2, Bridge and Street Regulations and Rescinding Title 10, Chapter 5, Surface Drainage Fees

Attached for your consideration is a proposed Ordinance revising Title 10, Chapter 2, Bridge and Street Regulations and rescinding Title 10, Chapter 5 Surface Drainage Fees in its entirety. The proposed changes are requested due to the recent approval and implementation of development impact fees.

Director Fredericksen stated these changes were discussed during the implementation of the impact fees. He explained the primary change, noting the design and construction of arterial roadways shall now be the responsibility of the city, developers' proportionate share shall be from the payment of impact fees, design and construction of auxiliary lanes or other pertinences shall be paid for by the developer independent of impact fees, and developers shall be required to dedicate the right-of-way (ROW) to support the arterial classification as designated in the BMPO Access Management Plan. He stated this will also eliminate the collection of surface drainage fees. Per Councilor Francis, Director Fredericksen believes this would be effective as of June 1. Mr. Fife clarified this ordinance would be effective once the ordinance is published. Following brief discussion regarding the effective date and duplication of fees, Director Fredericksen does not believe there would be any duplication of fees.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the ordinance amending Title 10, Chapter 2, Bridge and Street Regulations and rescinding Title 10, Chapter 5, Surface Drainage Fees under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. The motion carried by the following vote: Aye - Councilors Burtenshaw, Radford, Dingman, Francis. Nay - none.

At the request of Mayor Casper, the City Clerk read the ordinance by title only:

ORDINANCE NO. 3463

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 10, CHAPTER 2 TO CLARIFY THE RELATIONSHIP OF DEVELOPMENT IMPACT FEES ON CITY BRIDGE AND STREET REGULATIONS, AND RESCINDING CITY CODE TITLE 10, CHAPTER 5 IN ITS ENTIRETY; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

C. Community Development Services

1) Ordinance to change the name of Merlin Court to Sparrow Hill Court.

Attached is an ordinance changing the street name of Merlin Court to Sparrow Hill Court. This change is requested by the developer. This name change would be an advantage to the developer as the project they are working on is called Sparrow Hill and the leasing office for the facility will be located at the end of the cul-de-sac that is currently Merlin Court. There are no buildings on Merlin Court, so no current addresses are affected by the change.

Councilor Burtenshaw noted there are no addresses that need to be changed as no one currently lives on Merlin Court.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the ordinance changing the name of Merlin Court to Sparrow Hill Court under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. The motion carried by the following vote: Aye - Councilors Dingman, Burtenshaw, Francis, Radford. Nay - none.

At the request of Mayor Casper, the City Clerk read the ordinance by title only:

ORDINANCE NO. 3464

AN ORDINANCE CHANGING THE NAME OF MERLIN COURT TO SPARROW HILL COURT; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING AN EFFECTIVE DATE WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE.

2) Public Hearing - Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Caribou Crossing PUD.

Attached is the application for the PUD and Reasoned Statement of Relevant Criteria and Standards for Caribou Crossing PUD. On February 15, 2022, the Planning and Zoning Commission unanimously voted to recommend approval of the PUD as presented with the condition to provide a pedestrian connection from Easy Street to Kelsey Avenue through the 8-foot masonry wall. The applicant has made this adjustment on the attached site plan. Staff concurs with Planning and Zoning's recommendation.

Mayor Casper opened the public hearing and ordered all items presented be entered into the record. She requested applicant presentation.

Barry Bane, Connect Engineering, appeared. He stated the PUD is an island infill behind WinCo, and is approximately 2.68 acres. He also stated the proposal is for seven buildings, mainly consisting of fourplex townhomes, and one fiveplex townhome, for a total of 29 units, which calculates to 11 units per acre. He indicated this area is currently zoned LC (Limited Commercial) which reverts to the R3A (Residential Mixed Use) requirements which would have allowed up to 35 units per acre, noting the proposed PUD is well below the maximum density allowed. Mr. Bane stated the one variance refers to the setbacks on the north and south, noting the required setback is 25', however, they're seeking 16' on the north and 20' on the south which would allow more parking. He indicated he has worked with city staff regarding the parking pads in front of the fourplex units on the north and the south. He also indicated the variance is requested in order to get a full 20' parking pad on those units. Mr. Bane stated there are a total number of 20 spaces for the one-car garage with tandem parking in front of each of these spaces, with an additional ten spaces that are not tandem parking. He also stated the larger units have two-car garages, there are 21 parking stalls throughout the site for a total of 89 stalls, and not including the tandem parking the total is 69, which is over the required parking of 58. Mr. Bane stated there is the required 25% common area with amenities, with plans for a gazebo and a picnic area, as well as a pathway along the east side to cut out an entry way into the block wall on the north side to have access from the street to WinCo and other commercial in that area. He believes with the reduced setback to the north there is an existing 8-9' block wall and there will be additional trees as a required buffer. Mr. Bane indicated these units will be platted and sold individually and are to be considered single-family attached homes. He believes this will add needed middle market housing as well as being close to amenities and commercial shopping as a walkable area. He reiterated this is an infill, noting sewer and water can be easily accessible. Per Councilor Francis, Mr. Bane confirmed they will cut through the wall, he is unsure who owns the wall although he believes the wall is on the property.

Mayor Casper requested staff presentation.

Community Development Services Director Brad Cramer appeared. He presented the following:

Slide 1 - Property under consideration in zoning map

Director Cramer reiterated the site is zoned LC, this same zone is in the adjacent area. He also identified

additional adjacent zoning.

Slide 2 - Additional aerial photo of property under consideration

Director Cramer stated the wall was built as a condition of the WinCo shopping center and does fall on the property. He believes the wall could be cut out for a path as described.

Slide 3 - PUD site plan

Director Cramer stated per the Planning and Zoning (P&Z) minutes, P&Z recommended approval with modifications, which have been made. He identified the pathways behind each unit that connects through the development as well as a direct pathway to the gazebo, and a pathway that connects from Easy Street to the east side of the development. He noted the PUD complies with the standards other than the rear yard setbacks as a variance request.

Slide 4 - Front Elevation

Director Cramer identified the parking garages and additional parking.

Slide 5 - Photo looking from the curve of Caribou Street to the west

Slide 6 - Photo looking from Caribou Street to the northwest

Director Cramer identified where the pathway would be located and connected. He indicated another pathway could connect in the future as well.

Per Mayor Casper, Director Cramer stated WinCo was not a PUD. He stated the city used to plat and dedicate an entrance, which no longer occurs. Also per Mayor Casper, Director Cramer confirmed the wall was built as a buffer to the neighbors, is no longer a concern as a buffer, and is a pedestrian access.

Mayor Casper requested any public comment.

No one appeared.

Mr. Bane reappeared. Per Mr. Bane, Director Cramer stated the name for the PUD will not matter, the name only matters for the plat.

Mayor Casper closed the public hearing.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw, to approve the Planned Unit Development for Caribou Crossing PUD as presented. The motion carried by the following vote: Aye - Councilors Francis, Dingman, Radford, Burtenshaw. Nay - none.

Noting the pathway was not listed in the criterias of the Reasoned Statement, it was moved by Councilor Francis, seconded by Councilor Burtenshaw, to approve the Reasoned Statement of Relevant Criteria and Standards with the addition of adding the pathway from Kelsey Avenue to Easy Street sidewalk to the Planned Unit Development for Caribou Crossing PUD and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye – Councilors Burtenshaw, Dingman, Radford, Francis. Nay – none.

- 3)** Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 5.61 acres of the Southeast ¼ of the

Northeast ¼ of Section 22, Township 2 North, Range 37 East.

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of R2, Mixed Residential with Airport Overlay Limited Development Zone which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 5.61 acres of the Southeast ¼ of the Northeast ¼ of Section 22, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its April 5, 2022, meeting and unanimously voted to recommended approval of the annexation with an initial zoning of R2. Staff concurs with this recommendation.

Mayor Casper opened the public hearing and ordered all items presented be entered into the record. She requested applicant presentation.

Barry Bane, Connect Engineering, appeared. He stated this property is approximately 5.61 acres located on the corner of Bellin and Pancheri on the west side of town, noting the acreage includes a portion of the road, therefore the future development property is less than the 5.6 acres. He also stated this property is a county island surrounded by city, noting sewer and water are close, and the requested initial zoning is R2 (Mixed Residential). Mr. Bane stated the area is designated as General Urban in the Comprehensive Plan, noting the definition of General Urban talks about a wide variety of housing types. He described these various types which are consistent with R2 designation. He believes the R2 is consistent with the surrounding zones and uses, noting there are duplexes to the east, smaller lots and R1 to the south, additional townhomes and multi-family to the west, and LC and R3A. He also believes R2 is not out of the norm for the area. Mr. Bane stated construction and upgrades to Pancheri and Bellin would come with this development, noting the continuation of the walking path on Pancheri would make this a walkable area. He also stated one would typically want medium and higher density on the corner as Bellin is classified as a major collector and Pancheri is classified as a minor arterial. Mr. Bane stated as this property is on a corner, it would be very difficult to develop as R1 as the city most likely would not allow multiple accesses off of Pancheri onto Bellin. He also stated he has talked with city staff, noting the two accesses into the property would be as far west and north as possible to split between the current intersections. Mr. Bane believes the P&Z concern was density and traffic. He stated a traffic impact study will be completed which will show and provide needed data for applicable upgrades as required for the city and the engineers. He also stated there will be 25' rear yard setbacks and 25' along the streets, and the required buffer to the north, which will come forward with the site plans. Mr. Bane stated he sees this as an infill project, reiterating the city utilities are not far, and the R2 fits the area. He believes this would allow the property to be developed, it would bring needed housing, and would be an asset to the city. Per Councilor Francis, Mr. Bane believes the remaining portion of Bellin is already annexed.

Mayor Casper requested staff presentation. Director Cramer appeared. Due to the number of inquiries, Director Cramer explained the process for the property including annexation, zoning, platting, site plans, and permits. He also explained that each of the previously described processes has its own public process, emphasizing this application is annexation and initial zoning. Therefore, the two questions before the council include 1-should this be part of the city and can the city provide services to the site, and if the first question is yes, then 2-is the R2 zone appropriate for the site based on the consistency with the Comprehensive Plan. Director Cramer noted several comments have been received, including a petition for a certain number of apartments. He emphasized there are no plans of development at this time, there is only an application for annexation and initial zoning.

He then presented the following:

Slide 1 - Property under consideration

Director Cramer identified the variety of surrounding zones.

Slide 2 - Comprehensive Plan Future Land Use Map

Director Cramer reiterated the General Urban although there is Suburban to the immediate south, noting a number of things could be appropriate. He also noted that in the Comprehensive Plan for Area 3, which this parcel is part of, the city should allow higher-density housing on the perimeter of neighborhoods and near major intersections. He stated staff believes the requested zone is consistent with the principles of the Comprehensive Plan and is consistent with other zones in the area.

Slide 3 - Aerial photo of property under consideration

Slide 4 - Additional aerial photo of property under consideration

Director Cramer stated this is currently large lot development, single-family attached homes to the east, single-family detached homes to the north, east, and south, and single-family detached and attached to the west. Director Cramer clarified not all of Bellin has been annexed.

Slide 5 - Airport Compatible Land Use

Director Cramer stated the Airport Overlay needs to be included in the initial zone, noting this would not restrict development and the R2 would still work.

Slide 6 - Photo looking northwest from the intersection of Pancheri and Bellin

Slide 7 - Photo looking north from Pancheri

Per Councilor Radford, Director Cramer stated this intersection could see lights as warranted. He also stated the development agreement would include any necessary improvements that are triggered by the development and will also include impact fees. Mayor Casper indicated there were neighbor concerns for safety with the four-way intersection. She believes the necessary foundation will be/has been installed for a light. Mayor Casper reiterated the two questions as explained by Director Cramer, noting future concerns will have their own processes. Director Fredericksen appeared. He does not believe there is underground infrastructure for lights, although he believes this could be warranted in the future. Mr. Fife clarified any development will occur pursuant to other laws.

Mayor Casper requested any public comment.

Jim Key, W. Eldorado, appeared. He requested clarification on the order of comments being submitted.

Jason Anderson, Brentwood Circle, appeared. He stated the remainder of Bellin is not annexed, this is currently county. He also stated the zoning of R2, which would be rentals, may alleviate the strain of availability of housing, however, the more pressing issue is the less availability of housing and the more availability of potential home ownership. Mr. Anderson stated Idaho Falls has about 30% rentals, which has increased over the pandemic, based on city documentation from 2018-2019. He believes with the lowering ability to obtain homeownership it's exasperated by the large rental conglomerates. He also believes zoning of R1 would do more to serve the community than zoning at R2 and building rental units.

Cami Wilkinson, S. Bellin Road, appeared. She stated the intersection is a big concern to the neighborhood. She also stated she did the footwork with a petition for R1 versus R2, noting the petition has 350 signatures. Ms. Wilkinson read the petition. She stated the density of the traffic is horrible, noting there is a wreck at least once a week. She believes something needs to be done with traffic issue as it's not safe for pedestrians or vehicles. Ms. Wilkinson stated she received a lot of comments while collecting petition signatures, as several individuals did not receive a letter about the hearing. She also stated she built her home 33 years ago in the R1 area and she has seen fields turned into single-family housing dwellings, and she indicated the neighbors are kind. She described the pathway, noting where it ends on each side of the road. Ms. Wilkinson stated, while collecting signatures, most neighbors didn't even read the petition, they just signed as they recognize the traffic needs to be looked at. She also stated all signatures prefer zoning of R1 not R2 as that would be an additional 150 cars in this intersection. She is hopeful all land in this area would remain R1, which is also a neighborhood desire. Ms. Wilkinson submitted her signed petition for the record.

Jim Key, W. Eldorado, appeared. He stated he currently resides in the county. He questioned if the council has visited the site as there are very nice houses. He stated he does not have a strong opinion about the annexation although he has a strong opinion about the zoning. He believes there should be familiarity with provisions in R2, realizing there is no request for a plat yet. He believes the worst-case scenario is a lot of three-story fourplexes, which could be built up to 36' high under R2. Mr. Key stated he agrees with the previous traffic comments, stating traffic could be worse. He referenced the P&Z staff report, stating he does not believe this is a good description to the north. He reiterated there are very nice homes in the county, and he believes there is a proposed development of R2 that is completed surrounded by R1, which is not a favorable mix, noting these homes will be in the city someday, as the city wants to annex enclaves. He also believes the mixture of one small area would be small property. Mr. Key also referenced the townhomes and fourplexes in the P&Z staff report, noting vicinity is defined as 500'. He questioned the vicinity. He believes the R2 possibilities are not compatible with the lifestyles that want to be kept. He urged the council to review public comments submitted by Weston Davis as these comments are well thought out and sincere. Mr. Key recapped the P&Z meeting of April 5, 2022, stating P&Z collected comments for and against the annexation proposal, noting most comments pertained to the R2 zoning. He also stated the only comments in favor of the R2 were from the property owner and the developer, all other comments were to leave it alone or make as R1. He indicated Weston Davis has professional experience in dealing with P&Z matters. Mr. Key stated not mentioned in the staff report is that Bellin Road is narrow and is bordered by a canal and telephone poles, noting this point was made in 2013 when P&Z wanted to extend Bellin Road to the development on Sunnyside, and the residents were told that Old Butte Road would be extended south and would become an arterial to loop around Idaho Falls, which has not happened, so there is still the problem.

Shante Anderson, Bellin Circle, appeared. She expressed her appreciation for the opportunity for public comments, recognizing this is the only chance for the neighbors to be heard. She stated the designation of R2 allows a wide expanse of possibility for the developer which can include single-family housing or can include up to 17 units per acres, which the developer has indicated they could not do, however, the developer can change their mind during the process. Ms. Anderson stated this very thing has happened to the west of the small R2 designation as the builder intended to do more R1 housing but built more multi-unit housing, noting the neighbors invested in well-built homes in the R1 section. She believes they need some definition of more constraints of what the builder can do on this property. She agreed that traffic is a problem and traffic will be a mess by time it's all developed. She realizes the need for housing but she hopes in the excitement of the community growing that decisions are not made quickly

and that we ruin the very thing that attracts our city to other people, which includes providing consistent zoning and secure neighborhoods that are appropriate, and R2 would be an island within an island, which does not make sense. Ms. Anderson presumes the road being annexed is for an access point into the property, stating there are IDAPA codes which states there must be 600' from a light to the access point. She indicated Bellin Road is only 500' feet, which would not meet the IDAPA standards and cannot be an access point. She believes there is a challenge to meet the codes and the actual needs of the intersection and the area. She also believes R1-type housing could be constructed, acceptable, and fluent. Ms. Anderson stated the flow of traffic is contributed to four different schools within a mile to the intersection and is also affected and impacted by the INL (Idaho National Laboratory) parking lot which has created a significant amount of traffic on Bellin. She indicated 300 more parking spaces are being built in that parking lot. She is hopeful to maintain the community for those who want to stay.

Justin Yarrington, Periska Lane, appeared. He stated he agrees with the local residents. He indicated there will be potential impacts to this intersection due to the INL Park and Ride as INL has interests to expand that parking lot. He clarified he is not representing the INL but he believes there will be increased traffic on Bellin due to this expansion.

Mr. Fife explained comments should be connected to the annexation and zoning.

Weston Davis, Memorial Drive and representing Bart and Marion Davis as affected landowners, appeared. He questioned which Comprehensive Plan applies stating this application was submitted prior to the adoption of the new Imagine IF. He requested the council consider the Comp Plan that was in place in 2013 which identified this area as Estate and R1 development. If the Imagine IF plan applies, Mr. Davis believes it's important to note that General Urban transect anticipates duplexes, townhomes, and condos, noting the development east of the proposed property are duplexes, townhomes, and condos which meet the R1 density, and the applicant would not lose any property value as the density of R1 can fit. Mr. Davis referred to and read from pages 24, 26, 70, 91, 92, 150, and 162 of the Comprehensive Plan. He believes these considerations should be looked at from the council at this stage. Mr. Davis stated his other comments have been addressed. He also stated these concerns are not personal against the applicant, these are concerns addressing the issue. He requested the council consider the roadway and surrounding area and the continuity of the R1 zoning, which accomplishes the goal of providing additional housing accomplished by the R1, and everyone would maintain their property values.

Marion Davis, Bellin Circle, appeared. She stated they have resided at their home for 32 years due to the opportunity to have a place of respite, peace, and therapy. She also stated because of these reasons, it attracts people to this area. Ms. Davis believes R2 is not appropriate for this site, she requested that those individuals who signed the petition be able to stand to be recognized. She expressed her appreciation for the housing comments for new families moving into the area, not just for apartment rentals. She believes this zoning does not make a promise, and this is the only time to make a comment. She stated changes could become very dense, noting the parking area could be a housing parking lot. Ms. Davis shared a personal experience of friend trying to purchase a home. She reiterated this is not appropriate, there needs to be a little more room, and keep the westside as is. She stated other zoning meets the requirements of apartments, but a traffic fire is not the way to control this place. She expressed her appreciation to the other recommendations. She believes the 25' feet will be a road, not a noise buffer.

Sara Bower, Bellin Road, appeared. She stated she is not opposed to the annexation. She also mentioned the solitude and the peace. She also stated she is not opposed to growth, she welcomes growth as a business owner, however, a patchwork of R1s and R2s doesn't make sense. She believes the noise level will increase, and the traffic is difficult which is a concern. Ms. Bower stated she opposes the R2, although she would be acceptable to townhomes or condos as R1 and to maintain the solitude in the neighborhood.

Mel Bolling, Paron Lane, appeared. He stated he supports the other comments. He also stated the four points important to him include 1-the visual impact of R2 would be out of character of the neighborhood including the visual aesthetics of the neighborhood, 2-privacy, stating the three-story structures would negatively impact the surrounding neighbors in the R1 area, 3-ingress and egress and the traffic impacts, and 4-the impacts to the school system with a high-density situation of R2. Mr. Bowling stated he supports annexation with R1 but would not support annexation with R2.

Jim Parry, Blue Ridge Drive, appeared. He believes with a high-density zoning that the traffic study would come before the zoning decision as it will impact traffic. He requested the condition of the road be considered as Bellin Road is a narrow road and he worries about kids.

Gloria Udy, Plommon Circle, appeared. She stated she would like to see this area made into park, as the city is short on greenspace. She believes R2 is absolutely the wrong way to go and unfortunately, they've been victims of previous developers who made promises, which did not happen. She is unsure who to blame for that.

Ken Anderson, Bellin Circle, appeared. He would prefer to do this as R1 zoning rather than an R2 zoning.

Carl Bower, Bellin Road, appeared. He agrees with the previous testimony. He believes this would create a patchwork, realizing the plan allows for that but the old plan should be considered and what people bought into. Mr. Bower stated new plans should primarily be for new development, not retroactive to existing development. He also stated he would not put R2 next to 600 acres of open land, he believes one would want some R1, R2, and then R3. He believes this is going back on previous promises.

David Kimball, S. Bellin Road and owner of the property in question, appeared. He stated when his family made the decision to make a change, they talked to neighbors who wanted an open field. He also stated 50 years ago it was all an open field, however, this has been developed over the years. Mr. Kimball stated this area is already a patchwork as there is R1 north, R1 south, R2 east, R1 to the immediate west and within eyesight is R2. He also stated traffic is already an issue and will still be an issue whether it's R1 or R2. He indicated the challenge is how to deal with the root cause of the issues as opposed to the advice from the professionals who have studied and made suggestions. In regard to annexation, Mr. Kimball stated utilities have already cut across the property, although he is not allowed to connect to these. He believes it's inevitable this area will be annexed, and there will be the same factual issues with R1 or R2, realizing there are emotional issues. He respectfully requests the annexation with R2 as the studies have suggested.

Forest Ihler, 10th Street, appeared. He stated R2 does not mean rentals, there are plenty of rentals in R1, and if R1 needs to be surrounded by R1 then the whole city would be R1. He questioned when it ends. He also stated in the Comp Plan the arterial and the collector of Pancheri and Bellin states

higher-density can be next to arterial roads as they can handle more traffic. Mr. Ihler stated when this gets developed the developer is required to put in sidewalks, which will be safer for children, including an eventual stop light. He also stated there are rules in place that the developer has to follow. Mr. Ihler believes it's not fiscally responsible to continue to build R1 as it does not maintain itself, there must be higher-density zones. He also believes this must be balanced in the budget, noting every little project adds up with time, especially with the growth. He questioned when it stops. He stated R1 would make that parcel more difficult to develop, and it makes the intersection more dangerous if homes are facing Pancheri and Bellin. He believes it makes the intersection safer with time. He also believes housing is important, it doesn't mean we all want single-family homes, and individuals can find solitude in a townhome with greenspace.

Jason Anderson, Brentwood Circle, reappeared. He believes it's important to recognize the interest of the realtor and the landowner to ensure they both earn the highest possible price and the greatest utility in the future with R1 versus R2 being it offers a greater leeway of what can be built. He also believes it's important to recognize a drop of R2 in an R1 area is nothing more than playing games with the zoning to cause future problems. He referenced the plot directly north which is a cul-de-sac with single-family dwellings, which is narrower than the plot in question.

Council President Dingman questioned the access points relevant to zoning. Director Cramer stated access point standards apply across the board no matter which zone, noting the maximum would be one on each road. Per Mayor Casper, Director Cramer stated fire standards are dependent on how many units are built. Per Councilor Radford, Director Cramer stated it's possible that R1 would only require one access, although, driveways onto Pancheri or Bellin would not be permitted and there would have to be access from one road or another. Council President Dingman questioned if council were to prefer/suggest R1 over R2 that the configuration might be similar to the north end. Director Cramer stated access would not be required, that is the maximum. Councilor Francis believes it's not as simple as multiplying the acreage by 17 units as there are other factors, and he questioned the maximum lot coverage including driveways, pavement, and sidewalks. Director Cramer does not believe R2 includes driveways, noting R1 only includes structures. He stated it would be extremely difficult to achieve the maximum of 17 units per acre. Per Councilor Francis, Mr. Bane confirmed whether R1 or R2, there will not be driveways onto Pancheri or Bellin. Also per Councilor Francis, Mr. Bane does not believe the city wants a street to go in through there. He also stated from the engineering standpoint, there's a huge elevation difference to overcome with either zone.

Mr. Bane indicated R2 allows up to a two-story unit and anything after that there is an additional 2' of setback for every 1' of height, therefore, any three-story building would have the 25' setback plus another 20' of setback. He stated the R2 zone allows for a mix of housing type, and offers a variety of housing that are needed than just single-family lots. He referenced pages 56-59 in the Comp Plan, stating this is occurring with the annexation and initial zoning of R2, and the area is continually growing. Mr. Bane stated the change of housing in need pushes a lot of housing to the townhome style as single-family homes have become out of reach for many individuals. He also stated this could be a rental like any other single-family house, noting any zone could have rentals and any zone could have single-family homes, although, saying this will strictly be rentals is an unfair statement. Mr. Bane believes all housing types fit in the R2 zone, it fits the Comp Plan, and they want higher-density infill on a corner. He confirmed lights and road improvements come with development and will be required as warranted. He also confirmed the traffic impact study will be reviewed by staff and the professionals.

Director Cramer clarified in the R2 the minimum of 20% must be landscaping. In this case, landscaping must occur along both Pancheri and Bellin, and pavement counts against the landscaping. Director Cramer explained the lost acreage, stating the developable ground shrinks on corner lots due to the larger setbacks. Per Councilor Francis, Director Cramer stated R1 would allow single-family attached with two units on separate lots. Mr. Bane stated, per maximum density, he is not aware of any project in Idaho Falls that has hit maximum density due to the additional requirements. Per Mayor Casper, Director Cramer stated the P&Z has a representative from the school district to facilitate communication and coordination between the city and the school district. Mayor Casper stated per City Code, there are 15 different ways that R1 can be used and 19 different ways that R2 can be used, she questioned if the four additional uses can be characterized as higher density. Director Cramer stated these are more intense styles of residential development, noting some things are allowed by a conditional use and some things are allowed by right. Councilor Radford noted ADUs (Accessory Dwelling Units) are now allowed everywhere.

Mayor Casper closed the public hearing.

Councilor Francis stated several concerns already exist, including the intersection and traffic. He believes it will be the developer's responsibility to correct the gaps in the pathway, the intersection problem is not coming or going with this project, and the R2 might not have the impact when landscaping and other restrictions are considered. Councilor Burtenshaw indicated the 315 signatures are addressing the current problems, including traffic issues. She recognizes the traffic with development in this area or any development farther to the west will bring more problems to the intersection. She agrees with Councilor Francis that traffic is a big issue for this area. She doesn't believe this property will lend itself to be a livable walkable area, although high density next to arterial roads is important. She stated the property owner has rights, and the Access Management Plan will be protected. Councilor Radford believes density is important, as it costs taxpayers less money. He stated the city does not have the ability to grow out into the subdivisions as the city can't maintain the infrastructure that cities are required to maintain, and there's already a struggle to fund the city. Councilor Radford stated he would not feel good if he were a renter, and he believes that is problematic as renters add value, which is critically important. He also stated property owners have the right to develop within the rules that have been established. He referenced the traffic, noting the recent impact fees, stating the quicker we can get more people near this area, the quicker we can get lights and safety measures, and this area is built to connect to walkways and pathways and to the retail corridor. Council President Dingman stated she is not against R2 or R3 zones as she tries to follow the Comprehensive Plan as medium and high-density housing and she has supported many of these zones throughout the city. She also stated she has heard that this type of housing is frequently characterized as less favorable, which is a disservice particularly to children who have no control of their residential circumstances. She believes this is disheartening as we live in an amazing and generous community. Council President Dingman concurs with Councilor Burtenshaw that the R2 zone does not lend to a walkable livable lifestyle, and she is unsure how the R2 qualifies as a small incremental change. She recalls having a transitional zone due to the surrounding R1 zone that surrounds this area, including the nature of traffic and safety.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the ordinance annexing 5.61 acres of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 22, Township 2 North, Range 37 East under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. The motion carried by the following vote: Aye - Councilors

Francis, Radford, Dingman, Burtenshaw. Nay - none.

At the request of Mayor Casper, the City Clerk read the ordinance by title only:

ORDINANCE NO. 3465

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 5.61 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 5.61 acres of the Southeast ¼ of the Northeast ¼ of Section 22, Township 2 North, Range 37 East and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Radford, Burtenshaw, Francis, Dingman. Nay - none.

- 4) Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of R2, Mixed Residential with Limited Development Airport Overlay Zone, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 5.61 acres of the Southeast ¼ of the Northeast ¼ of Section 22, Township 2 North, Range 37 East.

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of R2, Mixed Residential with Limited Development Airport Overlay Zone, which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 5.61 acres of the Southeast ¼ of the Northeast ¼ of Section 22, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its April 5, 2022, meeting and recommended approval of R2 by a unanimous vote. Staff concurs with this recommendation.

Councilor Francis believes the petition is important, however, the root of the petition is traffic, which is currently a problem, and it won't be solved with R1 or R2. Councilor Burtenshaw reiterated the property owner has rights, which she values living in this country.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to assign a Comprehensive Plan Designation of "General Urban" and approve the ordinance establishing the initial zoning for R2, Mixed Residential with Limited Development Airport Overlay Zone as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office. The motion carried by the following vote: Aye - Councilors Radford, Francis, Burtenshaw. Nay - Councilor Dingman.

At the request of Mayor Casper, the City Clerk read the ordinance by title only:

ORDINANCE NO. 3566

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 5.61 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R2, MIXED RESIDENTIAL WITH LIMITED DEVELOPMENT AIRPORT OVERLAY ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE

DATE.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R2, Mixed Residential with Limited Development Airport Overlay Zone, and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Francis, Dingman, Radford, Burtenshaw. Nay - none.

Mayor Casper believes, for the most part, there is a desire to get along with ones' neighbors, she expects this to happen when the parcel is developed. She concurs with Councilor Burtenshaw's comments regarding property ownership. She expressed her appreciation to those who offered testimony.

- 5) Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 27.207 acres of the North ½ of the Northwest ¼ of Section 32, Township 3 North, Range 38 East.

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of R3, Multiple Dwelling Residential and R2, Mixed Residential and the Limited Development Approach Surface Airport Overlay Zone which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 27.207 acres of the North ½ of the Northwest ¼ Section 32, Township 3 North, Range 38 East. On April 19, 2022, the Planning & Zoning Commission recommended approval of the annexation with the initial zoning of R3 on the west portion of the property, R1 of the east portion and the Limited Development Approach Surface Airport Overlay Zone of the property to the Mayor and City Council. Voting was 3-1. The zoning discrepancy between applicant and Planning and Zoning Commission is explained in the memo for the next hearing.

Mayor Casper opened the public hearing and ordered all items presented be entered into the record. She requested applicant presentation.

Kurt Roland, Eagle Rock Engineering and representative of the developer, appeared. He stated the request is to annex approximately 27 acres located at E 65th N and the Lewisville Highway. He also stated the zoning request for 19 acres is R3, and the zoning request for 8 acres on the east side is R2, noting they believe R2 would be a good buffer between the county of R1 and the R3. Councilor Francis questioned the original request of all R3. Mr. Roland stated R2 is 17 units per acre and R3 is 35 units per acre, noting they could not get 35 units per acre, nor could they get 17 units per acre on the proposed plat. He believes this is a good buffer due to the request of R1 on the skinnier piece. Per Councilor Francis, Mr. Roland confirmed the proposal is R3 and R2. Per Mayor Casper and Councilor Radford, Mr. Roland stated there were no concerns with the Airport Overlay due to the height.

Mayor Casper requested staff presentation.

Director Cramer appeared. He presented the following:

Slide 1 - Property under consideration

Director Cramer identified the surrounding zones. He stated all zones requested exist in the immediate area.

Slide 2 - Comprehensive Plan Future Land Use Map

Director Cramer stated there is a mix of Mixed Use Centers and Corridors as well as Suburban. He noted

this was a fairly recently change to Comprehensive Plan before Imagine IF was adopted, however, the corner of E 65th N is recognized as a future version of a walkable center as development happens. Director Cramer identified the US20 interchange further to the east.

Slide 3 - Aerial photo of property under consideration

Director Cramer identified single-family development in the county to the north and east, and Sage Lakes Golf Course, Fairway Estates, Teton View Estates, and recently annexed area to the west.

Slide 4 - Additional aerial photo of property under consideration

Director Cramer stated this property is currently agriculture and vacant with some single-family in the immediate area.

Slide 5 - Utility Map

Director Cramer stated there is water in the immediate area, sewer is farther away to the west, and the south is within Fairway Estates development. He also stated expansion of the serviceable sewer line would be required.

Slide 6 - Airport Overlay

Director Cramer stated the Airport Overlay would not affect development of the property.

Slide 7 - Photo looking east from N 5th E

Slide 8 - Photo looking northeast from N 5th E

Director Cramer reiterated the request for two zones, noting the original request was for R3.

Mayor Casper requested any public comment. No one appeared. Mayor Casper closed the public hearing.

Councilor Burtenshaw stated this property is near the bridge that was approved earlier in the meeting, reiterating this is intended to be a five-lane arterial road. She also stated there are several subdivisions to the north that are currently zoned R1. She believes access management on 65th is less than ideal, and she is in favor of annexing property that is contiguous to the city in order to control access management for safety reasons as the city considers growth and the potential US20 interchange. She realizes this property is outside the Area of Impact but is contiguous to the city.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the ordinance annexing 27.207 acres of the North ½ of the Northwest ¼ of Section 32, Township 3 North, Range 38 East under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. The motion carried by the following vote: Aye - Councilors Francis, Radford, Burtenshaw, Dingman. Nay - none.

At the request of Mayor Casper, the City Clerk read the ordinance by title only:

ORDINANCE NO. 3467

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 27.207 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE

COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 27.207 acres of the North ½ of the Northwest ¼ of Section 32, Township 3 North, Range 38 East and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Dingman, Radford, Francis, Burtenshaw. Nay - none.

- 6) Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of R3, Multiple Dwelling Residential, R2, Mixed Residential, and Approach Surface Airport Overlay Zone, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 27.207 Acres, North ½ of the Northwest ¼ of Section 32, Township 3 North, Range 38 East.

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of R3, Mixed Dwelling Residential, R2, Mixed Residential, and Approach Surface Airport Overlay Zone which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 27.207 Acres, North ½ of the Northwest ¼ of Section 32, Township 3 North, Range 38 East. On April 19, 2022, the Planning & Zoning Commission recommended approval of the annexation with the initial zoning of R3 on the west portion of the property, R1 of the east portion and the Approach Surface Airport Overlay Zone of the property to the Mayor and City Council. Voting was 3-1. The applicant, who originally requested the entire property be zoned R3, is requested the eastern portion of the property be zoned R2, rather than R1. Staff concurs with this request as it R2 is a common transition between lower density and higher density development.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to assign a Comprehensive Plan Designation of "Mixed Use Centers and Corridors, General Urban and Suburban" and approve the Ordinance establishing the initial zoning for R3, Mixed Dwelling Residential, R2, Mixed Residential, and Approach Surface Airport Overlay Zone as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office. The motion carried by the following vote: Aye - Councilors Radford, Francis, Burtenshaw, Dingman. Nay - none.

At the request of Mayor Casper, the City Clerk read the ordinance by title only:

ORDINANCE NO. 3468

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 27.207 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R3, MULTIPLE RESIDENTIAL DWELLING, R2 MIXED RESIDENTIAL AND APPROACH SURFACE AIRPORT OVERLAY ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R3, Mixed Dwelling Residential, R2, Mixed Residential, and Approach Surface Airport Overlay Zones and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Burtenshaw, Dingman, Francis, Radford. Nay - none.

D. City Attorney**1) Restated Joint Agreement, Technology Park Project with Bonneville County, City, and Regional Development Alliance (RDA)**

An Economic Development Act grant was awarded in 1994 for purposes of retraining the community's work force. The award was the result of a Joint Agreement (JA) between the County, City, and the Idaho Innovation Center, Inc. EDA grant monies were expended to acquire land, install public improvements, construct a facility, and administer a training program and a revolving loan fund. RDA (successor to IIC) received permission to redirect remaining funds for uses consistent with the original grant purposes. The parties agree that the College of Eastern Idaho will continue the grant programs effectively. The Restated JA resets the relationships of the parties to ensure continued program success. Each party has or will ratify the Restated JA as required by their respective laws or requirements.

Mr. Fife appeared. He stated the county will deed a building and land to the College of Eastern Idaho (CEI) for the Technology Park, and there will be an agreement with CEI so that CEI can administer the project. He also stated the funds that were pledged by the city were given to RDA which will be given to CEI to run the project, with the county being the administrator. Mr. Fife believes this is a more viable option to continue to provide workforce training within the city. He stated the other entities have passed and approved the agreements. He also stated this item was discussed at the April 5, 2022, city/county joint meeting. Mayor Casper read an email from Sean Coletti, stating CEI has signed the documents, she also read a message from CEI President Rick Aman expressing his appreciation to the city, and she referred to comments from Senator Dave Lent.

It was moved by Councilor Radford, seconded by Councilor Francis, to approve the Restated Joint Agreement, Technology Park Project Between Bonneville County, City of Idaho Falls, and Regional Development Alliance, Inc., and authorize the Mayor and City Clerk to sign and execute all necessary associated documents. The motion carried by the following vote: Aye - Councilors Burtenshaw, Radford, Dingman, Francis. Nay - none.

2) Resolution - Amendment of Resolution 2021-11 Condemnation of Property for Expansion, Improvement, and Protection of the Idaho Falls Regional Airport.

On April 22, 2021, the City adopted Resolution No. 2021-11 to initiate legal proceedings to acquire property adjacent to the Idaho Falls Regional Airport ("Airport") for the expansion, improvement, or protection of the Airport. Resolution No. 2021-11 mistakenly made reference to Idaho Code § 50-320(A), which authorizes Idaho's cities to acquire property for cemeteries, instead of Idaho Code § 50-321, which authorizes Idaho's cities to acquire property for airport purposes.

The purpose of this amendment is to correct an obvious scrivener's error to Resolution No 2021-11, to clarify the City's legal authority, and does not substantively change any decision or action taken to date by Council.

Assistant City Attorney Michael Kirkham appeared. He stated the resolution does not materially change anything in the litigation as the city's focus and intention was for the airport.

It was moved by Councilor Radford, seconded by Councilor Francis, to approve the resolution and give authorization for Mayor and City Clerk to sign the document. The motion carried by the following vote: Aye - Councilors Dingman, Burtenshaw, Francis, Radford. Nay - none.

RESOLUTION NO. 2022-16

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

6. Executive Session

It was then moved by Councilor Radford, seconded by Councilor Francis, to move into Executive Session (at 10:42 p.m.). The Executive Session is being called pursuant to the provisions of Idaho Code Section 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated, but imminently likely to be litigated. The Executive Session will be held in the City Annex Conference Room. At the conclusion of the Executive Session the Council will reconvene into regular Council Meeting. The motion carried by the following vote: Aye - Councilors Francis, Dingman, Radford, Burtenshaw. Nay - none.

The City Council of the City of Idaho Falls met in Executive Session, Thursday, May 26, 2022 in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 10:45 p.m.

There were present:

Mayor Rebecca L. Noah Casper

Council President Michelle Ziel-Dingman

Councilor John Radford

Councilor Lisa Burtenshaw

Councilor Jim Francis

Also present:

Randy Fife, City Attorney

Michael Kirkham, Assistant City Attorney (departed at 11:01 p.m.)

Chris Fredericksen, Public Works Director (departed at 10:54 p.m.)

The Executive Session was called pursuant to the provisions of Idaho Code Section 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated, but imminently likely to be litigated. The Executive Session concluded at 11:32 p.m.

The Council then reconvened into regular Council Meeting.

7. Regular Agenda.**A. City Attorney****1) Settlement Agreement for A-Core of Idaho, Inc. v. Thompson Paving, Inc.**

In 2016, the City awarded the Eastside Greenbelt Pathway Project to Thompson Paving, Inc., as the City's general contractor. Thompson Paving, Inc. hired A-Core of Idaho, Inc. as a curb and gutter concrete work subcontractor for the project. After the project was completed, in 2017, A-Core of Idaho, Inc. sued Thompson Paving, Inc. Thereafter, in late 2019, Thompson Paving, Inc. sued the City. The City then counter-claimed against Thompson Paving, Inc.

The settlement agreement presented to Council here would require all parties to dismiss all claims arising and related to the Eastside Greenbelt Pathway Project in exchange of a total payment of \$45,000 to A-Core of Idaho, Inc. The City is funding \$40,000 of the settlement.

There was no additional discussion.

It was moved by Councilor Radford, seconded by Councilor Burtenshaw, to approve the negotiated settlement agreement as presented and authorize the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Burtenshaw, Dingman, Radford, Francis. Nay - none.

8. Announcements.

Council President Dingman announced the Greater Idaho Falls Transit (GIFT) ribbon cutting, and a community-wide BBQ at Snake River Animal Shelter on June 3. Mayor Casper announced a Veteran's breakfast and flag raising ceremony on May 27, city offices will be closed on May 30 for Memorial Day, the Field of Honor Memorial on May 30, the splash pad ribbon cutting on May 31, City Council Work Session and community bike ride on June 6, Idaho Falls Power Board Meeting on June 8, and City Council Meeting on June 9.

9. Adjournment.

There being no further business, the meeting adjourned at 11:38 p.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor

Memorandum

File #: 21-532

City Council Meeting

FROM: Duane A. Nelson; Fire Chief
DATE: Wednesday, June 1, 2022
DEPARTMENT: Fire Department

Subject

2022-2023 Local 1565 Labor Agreement

Council Action Desired

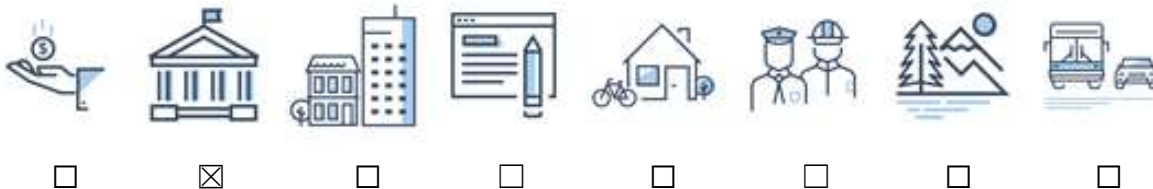
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc)

Approve the 2022-2023 Labor Agreement with Idaho Falls Firefighters Local No. 1565 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Labor agreement with Idaho Falls Firefighters Local 1565 and the CITY. The overall agreement reflects 2022 collective bargaining negotiations and includes a negotiated inflation adjustment, paramedic selection, bilingual pay, and incorporation of special provisions from the City Personnel Policy into the Labor agreement.

Alignment with City & Department Planning Objectives



This supports the Cities oriented results by continuing to attract, develop, reward, and retain a high-quality, engaged, and productive workforce.

Interdepartmental Coordination

The CITY negotiation team was comprised of Human Resources, Municipal Services, and the Fire Department.

Fiscal Impact

The financial terms of the agreement will go into effect at the beginning of the FY 2022/2023 and are included within the Fire Department's budget.

Legal Review

N/A

AGREEMENT
CITY OF IDAHO FALLS
AND
IDAHO FALLS FIREFIGHTERS UNION
LOCAL NO. 1565

May 202~~1~~² through April 202~~2~~³



Table of Contents

ARTICLE I - PURPOSE	4
<i>Section 1. General Purpose</i>	4
<i>Section 2. Public Employees</i>	4
<i>Section 3. Equal Employment</i>	4
ARTICLE II - RECOGNITION	4
ARTICLE III – MANAGEMENT RIGHTS	5 4
ARTICLE IV - TIME OFF FOR UNION BUSINESS	5
ARTICLE V - CHECK OFF	6
ARTICLE VI - SENIORITY LIST	6
ARTICLE VII - PERSONNEL REDUCTION	6
<i>Section 1.</i>	6
<i>Section 2.</i>	6
<i>Section 3.</i>	6
ARTICLE VIII - HOURS OF DUTY	7
<i>Section 1.</i>	7
<i>Section 2.</i>	7
<i>Section 3.</i>	7
<i>Section 4.</i>	8
<i>Section 5.</i>	8
<i>Section 6.</i>	9 8
ARTICLE IX- SALARIES	9 8
ARTICLE X - HOLIDAY PAY	9
ARTICLE XI- LONGEVITY	9
ARTICLE XII - CLOTHING ALLOWANCE	10
<i>Section 1.</i>	10
ARTICLE XIII - PROTECTIVE CLOTHING	10 9
ARTICLE XIV- EMPLOYEE BENEFITS	10 9
<i>Section 1.</i>	10 9
<i>Section 2.</i>	10 9
<i>Section 3.</i>	10 9
<i>Section 4.</i>	10

<i>Section 5.</i>	10
<i>Section 6.</i>	11 10
<i>Section 7.</i>	11 10
<i>Section 8.</i>	12 11
<i>Section 9.</i>	13 11
<i>Section 10.</i>	13 12
ARTICLE XV- MISSION STATEMENT	14 12
ARTICLE XVI - CORRESPONDENCE	14 12
<i>Section 1. Respond in Ten (10) Days</i>	14 12
<i>Section 2. Waiver in Case of Emergency</i>	14 13
ARTICLE XVII- GRIEVANCE PROCEDURE	14 13
<i>Section 1. Purpose</i>	14 13
<i>Section 2. Informal Step</i>	14 13
<i>Section 3. Formal Grievance Procedure</i>	14 13
<i>Section 4.</i>	15 14
<i>Section 5.</i>	15 14
ARTICLE XVIII - PREVAILING RIGHTS	15 14
<i>Section 1. Rights Retained Unaffected</i>	15 14
ARTICLE XIX - NO STRIKE CLAUSE	16 14
ARTICLE XX – VACATIONS	16 14
<i>Section 1.</i>	16 15
<i>Section 2.</i>	17 16
<i>Section 3.</i>	17 16
ARTICLE XXI - VACANCIES AND PROMOTIONS	18 17
ARTICLE XXII - COMMITTEES	19 17
<i>Health and Safety Committee</i>	19 17
<i>Section 1</i>	19 17
<i>Section 2.</i>	19 17
<i>Section 3.</i>	19 18
<i>Training and Technologies Committee</i>	19 18
<i>Section 1.</i>	19 18
<i>Section 2.</i>	19 18
<i>Section 3.</i>	20 18

ARTICLE XXIII- RETIREMENT CONTRIBUTIONS FOR PERSI FIREFIGHTERS	20 <u>18</u>
<i>Social Security and Medicare Refund</i>	20 <u>19</u>
<i>Future Retirement Contributions</i>	20 <u>19</u>
ARTICLE XXIV- DEPLOYMENT OPERATIONS, COMPENSATION, AND MILITARY LEAVE.....	24 <u>20</u>
<i>Military Leave</i>	22 <u>20</u>
ARTICLE XXV- COMPENSATION	22 <u>21</u>
<i>Section 1.</i>	22 <u>21</u>
<i>Section 2. Voluntary Decertification</i>	23 <u>21</u>
<i>Section 3. Involuntary Decertification</i>	23 <u>22</u>
<i>Section 4. Captain/Driver Paramedics</i>	23 <u>22</u>
<i>Section 5. Probationary Firefighters</i>	24 <u>22</u>
<i>Section 6. Non-Discrimination</i>	24 <u>22</u>
<i>Section 7. Paramedic Selection.....</i>	24 <u>23</u>
ARTICLE XXVI- OUT OF CLASSIFICATION WORK	25 <u>23</u>
ARTICLE XXVII- RULES GOVERNING COMPETITIVE EXAMINATIONS, QUALIFICATIONS, APPOINTMENTS, PROMOTIONS, DEMOTIONS AND DISCHARGE OF EMPLOYEES	25 <u>24</u>
ARTICLE XXVIII- SAVING CLAUSE	36 <u>34</u>
ARTICLE XXIX- EFFECTIVE DATES AND DURATION OF AGREEMENT.....	37 <u>35</u>
APPENDIX A- FIRE DEPARTMENT CLASSIFICATION AND PAY GRADE POLICY EFFECTIVE OCT 1, 2021.....	38 <u>36</u>
APPENDIX B- LONGEVITY PROGRAM SCHEDULE EFFECTIVE OCTOBER 1, 2021.....	43 <u>41</u>
APPENDIX C - TRAVEL POLICY AND EXPENSE FORM.....	45 <u>43</u>

**AGREEMENT
CITY OF IDAHO FALLS
AND
IDAHO FALLS FIREFIGHTERS UNION LOCAL NO. 1565**

This Agreement is between the CITY OF IDAHO FALLS, IDAHO (hereinafter referred to as "CITY"), a municipal corporation of the State of Idaho and the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 1565 (hereinafter referred to as "UNION"). It contains the entire Agreement between the parties on these subject matters, which has been reached as the result of collective bargaining and shall be in effect for the period stated herein.

ARTICLE I - PURPOSE

Section 1. General Purpose

The purpose of this Agreement is to increase the general efficiency in the Fire Department and maintain harmonious relations between the Fire Department and its personnel, ~~to~~ promote ~~the~~ staff morale, and protect the rights, well-being, and security of the Fire Department's permanent employees. To accomplish the foregoing, the parties hereto agree as follows:

Section 2. Public Employees

The Fire Department and the individual members of the UNION are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect and confidence of the ~~general~~ public.

Section 3. Equal Employment

There shall be no discrimination between employees of this bargaining unit and CITY and neither shall a non-union member be discriminated against by UNION or CITY with respect to any condition of employment because of membership or non-membership in UNION or because of sex, race, color, religion, national origin, ~~or~~ rank, sexual orientation, gender identity/expression, and any other bases protected by law.

ARTICLE II - RECOGNITION

CITY recognizes UNION as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of duty, and other conditions of employment for all of its employees in the Fire Department with the exception of the Fire Chief, Deputy Chiefs, Division Chiefs, Fire Marshal, Battalion Chiefs, the Public Information Officer, and the clerical staff. Nothing in this article shall be construed as prohibiting the Fire Chief, Deputy Chiefs, Division Chiefs, Fire Marshal, or Battalion Chiefs from voluntarily maintaining UNION membership.

ARTICLE III – MANAGEMENT RIGHTS

It is understood and agreed that management possesses the sole right to operate the Fire Department and that all management rights repose in it, but such right must be exercised consistently with other provisions of this Contract. These rights include, but are not limited to, the following:

1. Discipline or discharge for just cause;
2. Direct the work force;
3. Hire, assign, or transfer employees;
4. Determine the objective of the Fire Department;
5. Determine the methods, means, **and** number of personnel needed to carry out the Fire Department's objectives;
6. Introduce new or improved methods or facilities;
7. Change existing methods or facilities;
8. Relieve employees because of lack of work;
9. ~~To~~ Take whatever actions **are** necessary to carry out the objective(s) of the Fire Department in situations of emergency;
10. **Make** promotions ~~will be made~~ fairly and in accordance with this Agreement.

To aid in the consistent and efficient operation of the Idaho Falls Fire Department, a complete Book of Standard Operating Procedures and /or guidelines shall be maintained. A copy shall be kept electronically and shall be available on the fire server. Proposed changes shall be presented in writing to UNION prior to implementation.

Nothing in this provision shall be construed as a waiver of statutory rights in regards to bargaining of wages, hours, and all conditions of employment.

ARTICLE IV - TIME OFF FOR UNION BUSINESS

Time off with pay shall be granted to members of UNION Negotiating and/or Grievance Committees while in actual negotiations or handling of grievance problems with management; **and for** required P.F.F.I. meetings or required Pension **meetings**, when meetings fall on employee's scheduled work shift. Three (3) personnel per shift **and one (1) Fire Prevention Bureau Representative** will be guaranteed time off for the spring P.F.F.I. Convention in Boise ~~and one (1) Fire Prevention Bureau Representative~~. Requests for time off for UNION business for meetings other than the spring P.F.F.I. Convention in Boise will be granted for four (4) employees for two (2) additional UNION functions; other requests will be considered as travel status requests and granted following UNION contract and minimum **manning**

staffing guidelines. Meetings shall be scheduled as equally as possible ~~between~~ among the three (3) battalions at the convenience of both parties.

ARTICLE V - CHECK OFF

Upon receipt of a lawfully executed written authorization from the employee, which may be revoked in writing at any time, CITY agrees to deduct the regular monthly dues of such employee from the employee's pay and deposit such deduction by the first of the month following the second pay period of the succeeding month in any local bank so designated in writing by UNION President. UNION will notify CITY in writing of the exact amount of such regular Membership Dues to be deducted. UNION agrees to hold CITY harmless against any and all claims, suits, orders, or judgments brought or issued against CITY as a result of any action taken or not taken by CITY under the provisions of this article.

ARTICLE VI - SENIORITY LIST

Seniority, as defined by this Agreement, is the employee's length of continuous service with the Fire Department, dating from last date of hire. The Fire Department shall establish a seniority list and it shall be updated with any change in ranking or promotion and immediately posted electronically thereafter on the Fire Department common server for a period of not less than thirty (30) days. Any objections to the seniority list as posted shall be reported by the individual concerned to the President of the UNION or to the UNION Grievance Committee, who in turn shall report it to the Fire Chief within ten (10) days, or it shall stand approved as posted. Termination of an employee's service prior to the expiration of the probationary period shall not be subject to appeal or grievance. This Seniority List shall also include a Position/Rank Seniority listing by date of promotion. This list shall be separated by: Captain, Driver, Paramedic, Firefighter, and Inspector.

ARTICLE VII - PERSONNEL REDUCTION

Section 1.

In case City Council decides to reduce the Fire Department personnel, the employee with the least seniority shall be laid off first. No new employee shall be hired until all laid-off employees have been given an opportunity to return to work.

Section 2.

An employee whose job has been eliminated may revert to next lower job classification held. If an employee's movement creates excess personnel in the employee's new classification, the employee with the least seniority in that classification will revert to the next lower classification. No new promotions will take place until all employees who have been reduced in rank have been promoted as they were demoted.

Section 3.

Seniority will be lost whenever an employee fails to return to work within thirty (30) calendar days from the date the employee has been notified to return to work. The employee shall be responsible for furnishing CITY with an address and phone number where the employee can be contacted and meeting all

department physical standards. When CITY recalls an employee under this provision, ~~those employees are that employee is~~ not required to retest.

ARTICLE VIII - HOURS OF DUTY

Section 1.

The hours of duty shall be so established by the Fire Department that the average weekly hours of duty in any year, other than hours during which such members may be summoned or kept on duty because of a conflagration or major emergencies, shall not exceed fifty-six (56) hours. Shift firefighters shall be paid upon this average and receive regular bi-weekly pay periods of one hundred twelve (112) hours. A shift will be twenty-four (24) hours, from 8:00 a.m. to 8:00a.m. ~~Each Firefighter shall be allowed one (1) Kelly Day each nineteen (19) scheduled shifts. This Kelly Day schedule will begin with the new FLSA cycle on January 14, 2017. The Kelly Day schedule will be adjusted when needed to avoid having three (3) or more Fire Division personnel assigned to a Kelly Day. The 28-day schedule will begin on January 1, 2023, with the elimination of the Kelly Day schedule and as such each Firefighter will be paid FLSA compensation for regular work hours that exceed 212 in all future 28-day FLSA periods.~~

~~XXXIII. SPECIAL PROVISIONS - FIRE DEPARTMENT:~~

~~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.~~

Section 2.

The regular work schedule for personnel of other divisions of the Fire Department shall be forty (40) hours per week.

Section 3.

Emergency overtime shall be any overtime caused by call-back or holdover of personnel because of the need for additional firefighters on shift or at an emergency. Overtime shall be paid at the rate of two (2) times the base hourly rate for each overtime hour worked. ~~Members have the choice to accrue Compensatory Time (accrued at the same rate as overtime, two (2) times the hour worked) in lieu of Overtime ("OT"). Compensatory Time would be used following the current comp time use policy. Overtime for forty (40) hour per week employees shall be paid at the rate of one and one half (1.5) times the base hourly rate for each overtime hour worked. This accrued Compensation Time shall be subject to Compensation Time use and accumulation rules already in place. Compensation Time shall be accrued each calendar year and paid out at the first full pay period in January of each calendar year or upon Promotion, whichever is appropriate. Compensation Time shall not be considered in making a training selection. The employee may opt to have all or some of the payout contributed to a qualified retirement plan.~~

There shall be a minimum compensation of two (2) hours for call-back overtime and for holdover overtime of more than thirty (30) minutes. Holdover overtime of more than fifteen (15) minutes, but less than thirty (30) minutes, will be compensated for one-half (0.5) hour. Call back overtime shall be earned when attendance is required at Fire Department meetings or training sessions.

An accurate list of accumulated individual overtime hours offered shall be readable by computer at all stations. Overtime shall be offered to personnel by rank based on an individual's accumulated hours offered, except in emergency situations. The program on the computer shall be maintained at Station 1. Personnel shall be hired based on rank and shall be called in order from lowest accumulated OT hours offered to highest accumulated OT hours offered. Every effort shall be made to equalize the opportunity to work overtime within each rank.

Ambulance transports would not be considered as travel status.

Overtime personnel will be hired for all ambulance transports that are over one hundred (100) miles one-way.

~~No firefighter shall be allowed to have two (2) Kelly Days within one (11) FLSA work cycle.~~

~~In~~ consideration for the travel time to and from the Swan Valley assignment, personnel working the assignment will be given an ~~additional hour straight time each way or two (2) hours per forty-eight (48) hour shift~~ one half (1/2) hour overtime each way or one (1) hour per forty-eight (48) hour shift. Personnel working the Swan Valley assignment shall report to Station 2 at 7:00 a.m. and use a staff vehicle to travel between Station 2 and Swan Valley.

Idaho State University Paramedic Program: Employees working as lab instructors for the ISU Paramedic Program will be compensated by the City at the rate of two (2) times the employee's base hourly rate for scheduled lab instruction time.

Section 4.

~~Firefighters attending classes that are deemed essential by the firefighter's job description, but not mandatory to the Fire Department, may qualify for compensation time (comp time). Comp time Comp time will be accrued at one and one half (1.5) time that was spent at qualifying classes. Members have the choice to accrue Compensatory Time (accrued at the same rate as overtime, two (2) times the hour worked) in lieu of Overtime ("OT"). Compensatory Time would be used following the current comp time use policy. Overtime for forty (40) hour per week employees shall be paid at the rate of one and one-half (1.5) times the base hourly rate for each overtime hour worked. This accrued Compensation Time shall be subject to Compensation Time use and accumulation rules already in place. Compensation Time shall be accrued each calendar year and paid out at the first full pay period in January of each calendar year or upon Promotion, whichever is appropriate. Compensation Time shall not be considered in making a training selection. The employee may opt to have all or some of the payout contributed to a qualified retirement plan.~~

~~Comp-time may be accumulated up to four hundred eighty (480) hours. Use of comp-time shall comply with the vacation selection process as outlined in Article XXII, Sections 2 and 3. Comp-time earned in excess of four hundred eighty (480) hours will be paid as overtime.~~

Section 5.

~~The City will grant fifty-six (56) hour a week personnel forty-eight (48) hours of discretionary time and forty (40) hour a week personnel forty (40) hours of discretionary time annually to be placed into their compensation bank on the second full pay period in January of each calendar year. Discretionary time~~

must be used in twelve (12) hour increments by fifty-six (56) hour a week personnel and eight (8) hour increments by forty (40) hour a week personnel. Discretionary time may not be used in vacation picks. No more than the allotted hours of discretionary time may be used in a calendar year. Unused discretionary time will be paid out as outlined in Article VIII, Section 4.

Section 6.

The City will grant shift personnel ninety-six (96) hours of Kelly time annually to be placed into their Kelly hours FLSA bank on the first full pay period in January of each calendar year. Kelly hours must be used in twenty-four (24) hour increments. No more than ninety-six (96) hours of Kelly time may be used in a calendar year. Unused Kelly hours will be eliminated annually on January 1st of the new calendar year.

- a. Only twenty-four (24) hours of Kelly time will be allowed to be used per FLSA cycle.
- b. Each twenty-four (24) hours of Kelly time picked in vacation rounds must be separated by a FLSA cycle.

ARTICLE IX- SALARIES

Appendix "A" shall be the schedule of salaries payable to the members of the Fire Department provided that, in the event that the City Council approves any general pay increase for the City's non-union employees before 12:00 midnight, April 30, 202~~1~~², the schedule of salaries contained in Appendix "A" shall be adjusted so that the members of the UNION shall receive the same other general pay increase as the City's non-union employees.

ARTICLE X - HOLIDAY PAY

All shift firefighters are to be paid ~~for eighty-eight (88) hours~~ for ninety-six (96) hours holiday pay at their hourly rate for compensation for holidays worked during a one (1) year period, payable the second payday in November. Firefighters who are currently employed on the second payday in November shall receive the holiday pay under this Article, regardless of length of the firefighter's employment with City.

~~XXXIII. SPECIAL PROVISIONS—FIRE DEPARTMENT:~~

- ~~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~~

ARTICLE XI- LONGEVITY

Appendix "B" shall be the schedule of longevity for eligible members of the Fire Department.

ARTICLE XII - CLOTHING ALLOWANCE

Section 1.

Each eligible firefighter shall receive a uniform allowance of ~~nine hundred sixty-six dollars and seventy-two cents (\$966.72)~~ one thousand fifteen dollars and six cents (\$1,015.06) per budget year, to be paid twice a year in equal installments to firefighters employed at the time of each payment. A new employee to the Fire Department will be issued their total uniform allowance on the payday following the first full pay period they are employed. The new employee will then forfeit the next two (2) regularly scheduled uniform allowances.

ARTICLE XIII - PROTECTIVE CLOTHING

In addition to the above uniform allowance, CITY agrees to furnish, where the nature of assigned duties dictate, any protective clothing or device that the Fire Chief may feel necessary for the health and welfare of the firefighters. UNION recognizes that title to such items furnished remains with CITY.

ARTICLE XIV- EMPLOYEE BENEFITS

Section 1.

All benefits and obligations shall be as set forth in the Personnel Policy and by reference each is incorporated herein and is made part of this Agreement.

Section 2.

The conditions, rules and regulations of such benefits as may be established by CITY shall determine all questions arising thereunder. CITY will make detailed information concerning the provisions of such benefits available to the employees. CITY agrees that during the life of this Agreement, the benefits will not be eliminated or reduced.

Section 3.

CITY reserves the right to require physical examination of its employees at any time, in accordance with the rules and regulations.

Section 4.

CITY agrees to provide ~~two thousand one hundred and ninety-two dollars (\$2,192)~~ two thousand three hundred two dollars (\$2302.00) per year per station for departmental physical fitness equipment to be used for physical fitness program.

Section 5.

CITY and UNION will work together to administer a joint wellness/fitness program by adopting the current NFPA 1582 Standard. Included in this program will be an annual CITY physician's physical

evaluation and peer fitness evaluation. No part of the process will be punitive in nature or design. All new employees of the Fire Department will receive a physical based on the NFPA 1582 standard as well. The intent of the program is to create an overall healthier work force and increase workplace safety. The intent will be to reduce health care costs and reduce CITY expense pertaining to occupational injuries.

Section 6.

CITY offers a comprehensive medical benefits plan through ~~Blue-Cross of Idaho~~ Pacific Source. The plan for ~~2021/2022~~ 2022/2023 includes both a PPO and HSA program. See attached exhibit for ~~2021/2022~~ 2022/2023 Plan.

For those employees who sign up for the high deductible health plan with the health savings account, CITY will contribute \$1,750, pro-rated, to the employee's health savings account for the ~~2021/2022~~ 2022/2023 Plan Year.

Both parties recognize the benefits of the CITY's medical benefits plan are subject to change because the timing for this Agreement's negotiations and the finalization of the CITY's insurance plan are not synchronized. In the event that the City's medical benefits plan changes before April 30, ~~2021~~ 2022, UNION members shall receive the same Health Benefit Package as non-union employees. After the CITY receives the annual notice from ~~Blue-Cross Pacific Source~~ or the CITY's third-party administrator of the finalized medical plan, the CITY shall inform the UNION in writing within ten (10) business days of receipt and of ALL changes contained within the plan. If the finalized medical benefits plan contains material or substantive changes, the PARTIES agree to meet to reopen negotiation of this Agreement only to discuss the medical benefits plan changes as soon as possible. Either party may request, in writing, reopening negotiations to address a material or substantive change in the medical plan within thirty (30) days of the CITY's notice of changes. If neither party requests reopening, in writing, within thirty (30) days, the changes shall be considered unsubstantial. The UNION will give CITY thirty (30) day notice to negotiate if UNION intends to change insurance programs.

Section 7.

Employees working a forty (40) hour work week shall accrue 3.69 hours of Sick Leave per pay period which totals ninety-six (96) hours per year. Sick leave may accrue up to a maximum of 2,080 hours total. Employees working shift work will accrue 5.54 hours of Sick Leave per pay period which totals one hundred forty-four (144) hours per year. Sick leave may accrue up to a maximum of 2,912 hours total. Upon meeting the requirements of retirement, age fifty (50) or PERSI Rule of 80, employees may sell unused sick leave. The total amount of sick leave sold will be calculated as follows:

- Employees with five (5) or more years of service may choose to convert sick leave annually into a qualifying 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 in the October of the same year. For forty (40) hour workweek employees a balance of at least 160 hours must be left in the employee's sick leave bank. For shift firefighters (56) hour workweek employees a balance of at least 224 hours must be left in the employee's sick leave bank.

Sick leave will be converted/cashed out at 33% of the employee's regular hourly rate of pay not to exceed a maximum of \$2,500.

If the employee meets the requirements for PERSI retirement, one-third (33%) of the sick leave balance maybe deposited into their PERSI Choice account, City-offered deferred compensation programs (401K or 457), HRA-Veba, or be converted to cash. Upon the death of an active employee, sick leave benefits will be paid 100% **at** to the employee's estate, in the form of cash.

~~XXXIII. SPECIAL PROVISIONS--FIRE DEPARTMENT:~~

~~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.~~

~~G. 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.~~

~~E. 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.~~

Section 8.

The CITY agrees to issue credit cards to UNION Members to be used for classes, conferences, courses, meetings, inspections, evaluations, and wildland deployments. UNION Members agree to follow the CITY Travel Policy that is in effect as of 04/04/2018.

As per the CITY Travel Policy, the UNION Member shall complete a Travel Expense Form with supporting documents for reconciliation to Fire Administration for submission to Municipal Services

within ten (10) CITY working days of travel completion. After the ten (10) CITY Day submission timeframe, the CITY agrees to reimburse UN ION Members within fifteen (15) CITY days for travel, training, ambulance transport, wildland deployment, or paramedic tuition.

Section 9.

All CITY Fire Department Employees shall follow all injury reporting requirements and conditions in accordance with the CITY Personnel Policy Occupational Injury Section ~~XXII~~ XXIV.

The CITY Fire Department may require ~~the a~~ City Fire Department Employee, who ~~have~~ has been diagnosed with a work-related illness or injury, to report to work in a Light-Duty capacity. This requires a signed Medical Release Form from a licensed medical provider listing any work restrictions. The CITY Fire Department defines Light-Duty as a place ~~whereas wherein~~ a CITY Fire Department Employee is allowed to work within the limits of their Medical Release Form restrictions. ~~Light-Duty~~ Light-Duty is temporary and must meet the needs of the CITY Fire Department. All CITY Fire Department Employees are to maintain their professional certifications within the limits of their restrictions whenever possible.

The CITY Fire Department Employee who is injured while On-Duty and no work restrictions are noted on Medical Release Form, shall report back to the immediate Supervisor, and return to their previously assigned position. If work restrictions are listed on the Medical Release Form, the Employee shall report back to the immediate Supervisor and then to the Battalion Chief to work as their ~~AID~~ Aide. The Employee will continue to work as a Battalion Chief ~~Aid~~ Aide for the duration of their multiple shift assignments or until the first business day of the week is reached. Then, the Employee will report to Admin Deputy Chief at 0800 to be assigned a Light-Duty Supervisor. After a discussion, the Employee's work schedule will be assigned by a Light-Duty Supervisor of either four (10-hour days) or if necessary five (8-hour days) but not to include any overtime assignments. Short term Light-Duty not to exceed 112 hours and long term converted Light-Duty not to exceed 80 hours per pay period. The CITY Fire Department will allow follow-up medical appointments with no charge to Sick Leave accrual.

The CITY Fire Department Employee who is injured while Off-Duty and has work restrictions listed on the Medical Release Form may request Light-Duty. If desired, the Employee will submit a written request and the Medical Release Form to Admin Deputy Chief for the possible assignment to Light-Duty. Off-Duty Light-Duty is not guaranteed and is managed on a ~~case-by-case~~ case-by-case basis as restrictions and availability permit. The CITY Fire Department Employee shall use Sick Leave for any follow-up medical appointments while on Off-Duty Light-Duty.

Section 10.

The CITY will provide TVs and barbeques at each station for use by UNION members. CITY will gain ownership of existing TVs and barbeques. The CITY will pay for the use of propane in the barbeques and refill of cylinders. CITY will replace or repair TVs and barbeques as needed. Beginning October 2021, the CITY will provide TV services to each station that will be similar to current services. (2021 Direct TV business Xtra package or equivalent from another vendor)

ARTICLE XV- MISSION STATEMENT

The Idaho Falls Fire Department is committed to providing Professional Life Saving Services ensuring the safety and security of our community.

ARTICLE XVI - CORRESPONDENCE

Section 1. Respond in Ten (10) Days

The parties hereto shall acknowledge any correspondence in writing within ten (10) days, exclusive of weekends and holidays, from date such correspondence is received.

Section 2. Waiver in Case of Emergency

In cases of circumstances beyond the control of CITY, such as an act of God, riot, civil disorder, and other similar acts, the following conditions of this Agreement shall be automatically suspended by the appropriate public official without recourse from UNION.

1. Time limits for management replies on grievances and correspondence.
2. Assignment of employees to work without regard to their employment classification and such assignment shall not be subject to the grievance procedure upon termination of the emergency.

ARTICLE XVII- GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of this Article XVII is to provide for a mutually acceptable method for the prompt consideration and equitable settlement of employee grievances and disputes over the interpretation and application of this Agreement.

Section 2. Informal Step

Every employee shall have the option of presenting alleged grievances to UNION in writing. UNION will counsel the employee regarding whether UNION should use the formal Grievance Procedure in Section 3 of this Agreement. UNION may follow the formal Grievance Procedure in Section 3 of this Agreement.

Any grievance not taken up by UNION within twenty (20) calendar days after knowledge of occurrence of the circumstance out of which the grievance arose, shall not be formally presented nor considered at a later date by UNION.

Section 3. Formal Grievance Procedure

- Step 1. UNION spokesperson shall present a formal grievance in writing to the employee's immediate supervisor, who should hold the rank of not less than a Battalion Chief or

Division Chief, with a copy to the Fire Chief, not later than thirty (30) calendar days after knowledge of occurrence of the circumstance out of which the grievance arose.

- Step 2. The supervisor receiving the formal grievance shall render a decision in writing within seven (7) calendar days after receipt of the grievance.
- Step 3. Failing to reach a satisfactory understanding or adjustment at Step 2, the grievance will be presented in writing to the Fire Chief.
- Step 4. The Fire Chief shall render a final decision regarding the grievance in writing to the employee and to UNION within ten (10) calendar days after receipt of the formal grievance.
- Step 5. If the grievance is still unsettled, any party to the grievance may, within ten (10) calendar days following the decision of the Fire Chief, have the right to have the matter arbitrated by a third party jointly agreed upon by CITY and UNION. If the parties are unable to agree upon an arbitrator, the Federal Mediation and Conciliation Service shall be requested to submit the names of five (5) arbitrators.

CITY and UNION shall alternately strike a name from the list (the first to strike shall be determined by lot) until the name of one (1) individual remains. The remaining person shall be the arbitrator. The designated arbitrator shall hear both parties over the disputed matter and shall render a decision within thirty (30) days which shall be final and binding. The arbitrator shall have no right to amend, modify, nullify, ignore, or add provisions to this Agreement, but shall be limited to consideration of the particular choice(s) presented. The arbitrator shall not have the right to make any punitive awards. Expenses for the arbitrator shall be borne jointly by the parties concerned; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

Section 4.

All decisions rendered under this grievance procedure shall be fair and just and free of arbitrary or capricious action.

Section 5.

It is expressly understood and agreed that the mere circumstance that any member of UNION shall exercise any authority or function under the provisions of Article XVII - Grievance Procedure, shall not be the sole determining factor in deciding the issue or question whether or not such UNION Member is exercising management power which could cause the UNION Member to be excluded from the Union.

ARTICLE XVIII - PREVAILING RIGHTS

Section 1. Rights Retained Unaffected

All rights, privileges, and obligations enjoyed by the personnel of the Fire Department at the present time which are not included in this Agreement shall remain in force, unchanged and unaffected in any manner

by this Agreement. Such rights, privileges, and obligations, however, may be altered or canceled by the Fire Chief, after mutual consent of UNION and the Fire Chief.

It is agreed and understood that this article is subject to the Management Rights Clause.

ARTICLE XIX - NO STRIKE CLAUSE

UNION agrees that during the term of this Contract there shall be no strikes, slowdowns, stoppage of work, or any interference with the efficient management of the Fire Department.

ARTICLE XX – VACATIONS

Section 1.

Vacations shall be granted and guaranteed as follows:

56 - Hour work week employee

0-4 years	7 shifts	168 hours	6.46 hrs per pay period
5-9 years	9 shifts	216 hours	8.31 hrs per pay period
10-14 years	11 shifts	264 hours	10.15 hrs per pay period
15-19 years	12 shifts	288 hours	11.08 hrs per pay period
20 or more	13 shifts	312 hours	12.00 hrs per pay period

40 - Hour work week employee

0-4 years	17.5 working days	140 hours	5.38 hrs per pay period
5-9 years	20 working days	160 hours	6.15 hrs per pay period
10-14 years	22.5 working days	180 hours	6.92 hrs per pay period
15-19 years	27.5 working days	220 hours	8.46 hrs per pay period
20 or more	30 working days	240 hours	9.23 hrs per pay period

Vacation Slot

Any additional shift personnel added beyond the number of 38 personnel per shift will require one vacation spot for every nine (9) personnel per shift (i.e., 9 = 1, 18 = 2, 27 = 3, etc.).

Vacation Carry Over

Firefighter vacation carry at two (2) years of the maximum amount for shift employees (624 hours), for 40-hour work week employees (480 hours).

~~XXXIII. SPECIAL PROVISIONS--FIRE DEPARTMENT:~~

- ~~B. Unused vacation time to which a shift Fire Fighter is entitled in any calendar year may be used by him/her them 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.~~

Retirement/Separation Payout

Retirement payout for shift personnel shall be up to 624 hours and for 40-hour employees shall be up to 480 hours.

Pay in Lieu of Vacation in Event of Separation.

An employee who retires or separates from the City voluntarily and who is eligible for vacation benefits shall elect to receive their balance by deposit into their PERSI Choice account, City-offered deferred compensation programs (401K or 457), or be converted to cash. Vacation benefits will be up to and not exceed 26 shifts (624 hours) for shift personnel or 60 days (480 hours) for 40-hour work week employees.

An employee who separates from the City involuntarily or is terminated and who is eligible for vacation benefits shall receive a lump-sum payment in lieu of such vacation. Vacation benefits will not exceed 13 shifts (312 hours) for shift personnel or 30 days (240 hours) for 40-hour work week employees.

Section 2.

Vacations shall be granted at any time during the calendar year. Selection for the vacation period shall be based on seniority with the firefighter with the highest seniority having first choice, continuing in this order down to the last employee with the least seniority.

Section 3.

To facilitate the orderly selection and taking of scheduled vacation time, the following policy shall be followed:

1. Battalion Chiefs will begin first round of vacation picks no later than December 1st and will complete the ~~3~~ **five (5)** rounds of vacation picks no later than ~~December~~ **January** 31st. The employee will have 48 hours after verbal notification from the BC for vacation selection. If the BC is unable to get a hold of employee that is off duty, the BC will leave a voice message or text informing the employee of their turn of vacation selection. Comp-time hours may not be scheduled during first, second, ~~and third,~~ **fourth and fifth** round vacation selection at the first of the year. Vacation selection by Battalion Chiefs will not affect vacation selection of other personnel.
2. First, second, ~~and third,~~ **fourth and fifth round-vacation** vacation selections will be chosen according to seniority on each platoon. ~~Any subsequent vacation request for first, second, third, fourth and fifth vacation shall be approved if the position is available.~~
~~Requests for first, second, and third vacation first, second, third, fourth and fifth vacation received more than forty-eight (48) hours prior to the shift, may be scheduled.~~
3. ~~Five (5)~~ **Six (6)** firefighters may schedule advance vacation at the same time on any one (1) battalion, subject to the provisions of Item Nos. 2 and 4, ~~and 5~~ of Section 3 of this Article.
4. A ~~fourth~~ **sixth or seventh** vacation position may be scheduled within thirty (30) days of a shift requested, but determination to allow such vacation will not be made until 5 p.m. the evening prior to the shift involved. This determination will be made only if the on-duty personnel

scheduled for that forty-eight (48) hour set will remain at minimum staffing levels or above and will not interfere with Fire Department activities.

~~5 Any vacation request received less than forty-eight (48) hours prior to the beginning of the shift involved may be denied by the officer in charge if the available personnel for that shift is already at minimum staffing or less. Any vacation request for first, second, third, fourth and fifth vacation shall be approved if the first, second, third, fourth or fifth slot is available.~~

5. A minimum charge for vacation will be one (1) hour and additional leave will be charged in multiples of one (1) hour. Any portion of an hour will be charged as a full hour.
6. Cancelling scheduled vacation is discouraged. It will be permitted, however, if it is canceled one-hundred-twenty (120) hours before it is scheduled to begin. Cancellation of any scheduled vacation should be announced to the platoon involved at the first opportunity so that others may have a chance to use it. Vacations may be canceled at any time for any reason if there is one (1) or more vacation positions available for that shift.
7. All requests for scheduling or canceling vacations shall be called in to the Battalion Chief on duty or designee and the time will be logged. Approval or denial shall be made by the Battalion Chief on duty or designee.
8. Each round of vacation picks will be chosen in consecutive order, **including one day of twenty-four (24) hours Kelly time Kelly Day**, if applicable. For example: February 2, February 3, Kelly **Day time** February 8, February 9, February 14, February 15 would be a pick using five (5) vacation shifts but having six (6) shifts off including the Kelly **Day time**. Each round would enable a new consecutive pick. If a member uses just twenty-four (24) hours one (1) shift as a round pick, that round is complete.

ARTICLE XXI - VACANCIES AND PROMOTIONS

The staffing requirements of the Fire Department shall be established by the Chief of the Department as an administrative procedure. Minimum staffing for all "In Service" Engines will be three (3) personnel. Minimum staffing for all "In Service" Advanced Life Support (ALS) Ambulances will be one (1) Paramedic and one (1) EMT. Minimum Staffing for all "In Service" Basic Life Support (BLS) Ambulances will be two (2) EMTs. The Chief of the Department or their designee shall establish when units are needed to be "In Service." Vacancies occurring in the permanent promotional ranks shall be filled within thirty (30) days after an appropriate promotional exam is given and eligibility list is established.

A representative from UNION offers input, in the form of communicating positive and negative criteria of a firefighter candidate to the Fire Department's hiring committee, when hiring new Fire ~~Department~~ **Department** employees who are or will be covered by this Collective Bargaining Agreement. UNION representative observing in the Entry Level interview and provide a written positive and negative criteria to the Chief prior to the selection process.

ARTICLE XXII - COMMITTEES

Health and Safety Committee

Section 1.

A Health and Safety Committee shall be established and shall serve in an advisory capacity to the Fire Chief. The Committee shall include a representative of the Fire Department Management, a ~~UNION~~ **UNION** representative, and one (1) representative of each position, including Training Officer and Fire Prevention Division. The member of management and the representative holding the rank of Captain will act as the committee co-chairs and conduct the meetings. The **UNION** representative will be selected by **UNION**, but other Committee Members shall be recommended by **UNION** and approved by the Fire Chief.

The Health and Safety Committee has the authority to enlist the help of other persons when needed.

Section 2.

The purpose of the Health and Safety Committee shall be to conduct research, develop recommendations, and study and review matters pertaining to occupational safety and health within the Fire Department.

Section 3.

Meetings shall be held at least once every three (3) months. Meetings shall be scheduled by the Secretary of the Committee and coordinated with the member of management on the Committee. Written minutes of each meeting shall be retained and shall be made available to all members.

Training and Technologies Committee

Section 1.

A Training and Technologies Committee shall be established and shall serve in an advisory capacity to the Fire Chief. The Committee shall include a representative of the Fire Department Management, a **UNION** representative, and one (1) representative from each position, including Training Officer and Fire Prevention Division. The member of the management and the representative holding the rank of Captain will be the Training Committee co-chairs and conduct the meetings. The **UNION** representative will be selected by the **UNION**, but other Committee Members shall be recommended by the **UNION** and approved by the Fire Chief.

The Training and Technology Committee has the authority to enlist the help of other persons when needed.

Section 2.

The purpose of the Training and Technology Committee shall be to conduct research, develop recommendations, and study and review matters pertaining to training, new equipment, and new technology within the Fire Division.

Section 3.

Meetings shall be held at least once every three (3) months. Meetings shall be scheduled by the Secretary of the Committee and coordinated with the representative of the Fire Department Management. Written minutes of each meeting shall be prepared and made available to all members.

ARTICLE XXIII- RETIREMENT CONTRIBUTIONS FOR PERSI FIREFIGHTERS

For purposes of this Article XXIII, the following terms shall have the meanings as ascribed below:

FIREFIGHTER: Any firefighter employed by CITY as of July 17, 2012, and also all future firefighters employed by CITY, provided that **such employees** (1) ~~Such employees~~ are/were now members of PERSI as of July 17, 2012, or were members of PERSI as of such date, and (2) ~~Are are~~ now or will be represented by UNION for collective bargaining purposes.

IAFF: The International Association of Firefighters Local 1565.

PERSI: The Public Employee Retirement System of Idaho.

Social Security and Medicare Refund

On behalf of all firefighters impacted by the Firefighter Referendum and related Section 218 Agreement, CITY is hereby authorized to and will forthwith file for refunds of all past employee and employer FICA and Medicare contributions made by or for the benefit of each of such firefighters. Upon receipt of said refunds, CITY will make a one-time contribution equivalent to the employer portion of the refund into individual PERSI Choice 401(k) Plan accounts established by each firefighter. If approved by PERSI, this one-time contribution will be treated as an Employer Contribution in the Plan, and will be limited to the amount of the employer contribution refund for each firefighter less any charges, expenses, or retirement withholdings imposed upon CITY by the United States Government and/or PERSI. The employee's portion of the refund plus any IRS accrued interest received by CITY shall be distributed by check payment to each employee.

Future Retirement Contributions

Commencing with the August 3, 2012, payroll and continuing with each regular paycheck thereafter, CITY shall, in lieu of paying Social Security and Medicare contributions where applicable, on behalf of each firefighter employee, pay into each PERSI Choice 401(k) Plan account established by such firefighters, an amount equal to the matching employee and employer contributions that would have otherwise been paid for each firefighter pursuant to U.S.C Title 26, Chapter 21 - the Federal Insurance Contributions Act, less any charges, expenses, or retirement withholdings imposed upon CITY by the United States Government and/or PERSI. To be eligible for employer contributions, each firefighter must file a PERSI Choice 401(k) Deferral Election form with the Department of Human Resources that authorizes CITY to withhold employee contributions rounded up to a whole percentage of earnings and remit such contributions to each PERSI Choice 401(k) account. Future PERSI Choice employer contributions rounded up to a whole percentage that is nearest to the FICA defined employer contribution rate are contingent upon continued authorization from each firefighter to match FICA defined employee contribution rates rounded up to a whole percentage of earnings. Firefighters must file modified 401(k)

Deferral Election forms with the Department of Human Resources as contribution rates change. The parties intend that these matching contributions be treated as Employer Contributions to each individual firefighter's PERSI Choice 401(k) Account and will be governed by the rules, regulations, and laws applicable to PERSI.

CITY makes no warranty or representation that such retirement contributions are exempt from Federal, State, or PERSI withholdings or income taxation required by law. In the event any court or administrative agency of competent jurisdiction determines that such tax or withholdings are required by law, then CITY may, and is hereby authorized to make such withholdings as required by law, with respect to compensation paid to each firefighter after the date of such determination.

This Agreement shall remain in effect for the life of any collective bargaining agreement between the parties unless mutually agreed otherwise by both parties or until the adoption of a subsequent Section 218 Agreement which has the effect of modifying coverage for firefighters under the Social Security Act and related Federal Insurance Contribution Act.

ARTICLE XXIV- DEPLOYMENT OPERATIONS, COMPENSATION, AND MILITARY LEAVE

1. CITY will pay any CITY Fire Department employee who leaves the CITY under deployment on behalf of a requesting agency as part of but not limited to: Wildland Firefighting, Structure Protection, Search and Rescue, Emergency Medical Services, Water Rescue, and/or Hazardous Materials Responses.
 - A. The CITY Fire Department employee will be paid "straight time" for their normally scheduled respective shifts. For days not regularly scheduled, CITY Fire Department employee will be paid at a minimum of sixteen (16) hours at overtime rate except for deployment travel days. Deployment travel days will be paid at an hour for hour at overtime rate. The rate will be at two (2) times the base hourly rate for each hour worked up to the 16 (sixteen) hour minimum.
 - B. The CITY Fire Department Employee will not be allowed to accrue Comp-Time as a means of compensation during deployment.
 - C. The CITY Fire Department employee will be paid by CITY and will retain all benefits and insurance during deployment.
 - D. CITY shall be reimbursed; through separate contract by requesting agency.
 - E. This agreement for reimbursement shall apply even where the CITY Fire Department employee is deployed as part of an apparatus crew or as a single resource.
 - F. The CITY Fire Department employee shall assist CITY by providing CITY with all required documentation, statements and/or other evidence related to deployment in support of CITY's attempt to receive reimbursement by the requesting agency.

Military Leave

~~CITY firefighters who serve in the National Guard and other Military Reserves shall adhere to the policies contained in the CITY Personnel Policy. CITY will seek input from UNION if it determines that any changes will be made to the Military Leave Policy.~~

~~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 to be as follows:~~
 - a. ~~Up to a total of one hundred twenty (120) hours for an employee who normally at a rate of eight (8) hours or ten (10) hours per day or works other alternate workdays that equal thirty-five (35) to forty (40) working hours within a pay week or seventy (70) to eighty (80) hours in a bi-weekly pay period.~~

~~OR~~

~~Up to a total of one hundred sixty-eight (168) hours for an employee who normally works fifty-six (56) hours in a pay week at a rate of eleven and two tenths (11.2) hours per day.~~

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 (3) 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 the City employment, receive credited service hours for regularly scheduled hours away from work 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.~~

ARTICLE XXV- COMPENSATION

Section 1.

Provide compensation for paramedics as follows: The next closest pay period following:

- A. Receipt of Certification and assigned to work independently as a paramedic after successful education period / Base Rate + fifteen (15%) percent.

Section 2. Voluntary Decertification

Any paramedic who voluntarily surrenders paramedic certification with the State of Idaho, or who allows certification to lapse, within eight (8) years after assignment as a paramedic, will lose all paramedic certification pay immediately upon decertification. Any paramedic who voluntarily decertifies or allows their certification to lapse eight (8) years or more years after such assignment, will have their paramedic certification pay reduced in the following manner:

1. If a paramedic surrenders certification prior to the expiration of their normal certification period, then all paramedic certification pay will be immediately discontinued at the commencement of the first full pay period following the loss of certification, or
2. If a paramedic allows their certification to lapse at the end of the normal certification period, then paramedic certification pay will be reduced upon the commencement of the first full pay period in which CITY grants a general pay increase to firefighters covered under this Agreement, and in an amount equal to the same percentage pay increase given to firefighters that year and each year thereafter, until such time as the firefighter no longer receives paramedic certification pay.

Despite the foregoing, paramedics will continue to be eligible for regular step increases in accordance with Appendix A of the contract.

Section 3. Involuntary Decertification

Any paramedic whose certification has been involuntarily revoked by the State of Idaho will lose all paramedic certification pay upon the commencement of the first pay period following ~~his or her~~ their decertification.

Section 4. Captain/Driver Paramedics

Paramedics promoted to the rank of captain or driver will be placed in the appropriate pay grade and step level rate of pay which most closely corresponds to but is higher than the step level of pay (less paramedic certification pay) prior to promotion. In addition, if the employee, upon promotion, continues to maintain their paramedic certification the employee will receive paramedic compensation in amount not to exceed eight (8%) percent of their pay grade and step level. However, if the employee's hourly rate of pay following promotion (including paramedic certification pay) is not greater than their hourly rate of pay prior to promotion (including paramedic certification pay), the employee will be moved to the next appropriate step plus paramedic certification pay not to exceed eight (8%) percent of the pay grade and step level. The effective date of the promotion becomes the new title classification anniversary date.

Any captain or driver paramedic who voluntarily surrenders paramedic certification with the State of Idaho, or who allows certification to lapse will have their paramedic certification pay reduced in the following manner:

- 1) If a captain or driver paramedic surrenders certification prior to the expiration of their normal certification period, then all paramedic certification pay will be immediately discontinued at the commencement of the first full pay period following the loss of certification, or
- 2) If a captain or driver paramedic allows their certification to lapse at the end of the normal certification period, then paramedic certification pay will be reduced upon the commencement of the first full pay period in which CITY grants a general pay increase to firefighters covered under this Agreement, and in an amount equal to the same percentage pay increase given to firefighters

that year and each year thereafter, until such time as the firefighter no longer receives paramedic certification pay,

- 3) Any captain or driver paramedic whose certification has been involuntarily revoked by the State of Idaho will lose all paramedic certification pay upon the commencement of the first pay period following decertification.

Captain Driver/Paramedics will still be eligible for regular step increases in accordance with Appendix A of this Agreement.

Section 5. Probationary Firefighters

Firefighters who start their employment with the Idaho Falls Fire Department and hold a current paramedic certification applicable to the State of Idaho will first be evaluated by the Fire Department prior to receiving paramedic pay.

Section 6. Non-Discrimination

Paramedic certification shall not prohibit equal and fair consideration for promotions or overtime related to job duties, continuing education and attendance at mandatory classes.

Section 7. Paramedic Selection

Paramedic school selection will be determined by the City. Personnel choosing to attend paramedic school without the approval of the City will not be compensated for tuition nor certification and have no expectation of being utilized as a paramedic.

This selection shall include a Fire Department interview and an established competitive process to select the best candidate(s) for paramedic school. The program the City intends to send students to will be made known before the selection process begins.

All costs associated with attending paramedic school which include, but may not be limited to; tuition, books, labs, alternate school uniforms if required and time off to attend didactic, lab and clinical rotations shall be paid by the City. The employee should not incur any personal cost for the attendance or completion of the City selected Paramedic Program.

If the employee chooses to pursue an associates or bachelor's degree, which some schools offer, that cost may be paid for by the employee and submitted to the City for reimbursement through the established educational reimbursement program.

The City may choose to determine future paramedics by hiring currently certified NREMT and/or State of Idaho licensed capable paramedics.

Should the paramedic candidate not successfully complete the selected paramedic licensure process for reasons to include but not limited to failing the program, behavior causing ejection from the program, or failing to pass the licensure testing process, the costs associated may be recouped by the City through a payment plan established individually not creating an undue hardship burden on the employee. Incompletion of the program due to no fault of the student shall not constitute an unsuccessful completion.

A selected paramedic who has received City sponsorship of a paramedic education who successfully completes the education, certification and is assigned to work independently as a paramedic who voluntarily separates from the City within three (3) years of independent assignment will be charged a prorated fee for all costs associated with attending paramedic school which include, but may not be limited to, tuition, books, labs, and alternate school uniforms. This shall also be conducted through an established payment plan. Prorated fee will be leaving before the 3rd anniversary – 33% of the cost. Leaving before the 2nd anniversary – 66% of the cost. Leaving before the 1st year anniversary – 99% of the cost.

ARTICLE XXVI-OUT OF CLASSIFICATION WORK

Fire Personnel working out of classification will receive compensation ~~commensurate with the position being filled, as if the promotion had been made.~~ based upon the following. Working out of classification as a Driver will be compensated at 5.5% of the employee's base wage. Working out of classification as a Captain will be compensated at 6.0% of the employee's base wage. Working out of classification as a Battalion Chief or Fire Marshal will be compensated at 6.5% of the employee's base wage. ~~Move up compensation will be paid only when working out of classification eight (8) hours or more per shift.~~ Working out of classification compensation will be paid on an hour for hour basis. Two (2) people working out of classification per rank per shift will be allowed. Any additional need will be met by standard call back procedure. If a staffing shortage requires overtime, personnel hired shall be of the rank or position which eliminates the need for personnel working out of classification. ~~Inspectors working out of classification, performing duties normally assigned to the Fire Marshal, will receive compensation commensurate with the Fire Marshal position. No time minimum will be mandatory.~~

ARTICLE XXVII- RULES GOVERNING COMPETITIVE EXAMINATIONS, QUALIFICATIONS, APPOINTMENTS, PROMOTIONS, DEMOTIONS AND DISCHARGE OF EMPLOYEES

The following ~~are the~~ rules and regulations governing competitive examinations, qualifications, appointments, promotions, demotions, and discharge of all employees under the ~~fire department~~ Fire Department and any other positions not specifically listed in City Ordinance or Rule.

1. The CITY shall have sole charge of the selection of personnel for the eligibility list from which original appointments, grade and rank, promotions shall be made to all sworn positions in the Fire Department except for the Chiefs of said departments and any other positions appointed and not competed for within these rules.
2. The eligibility list for the ~~fire department~~ Fire Department shall be kept in the custody of Human Resources.

GENERAL PROVISIONS

1. No appointment shall be made except under the laws of Idaho, the Ordinances of the City of Idaho Falls, and this contract with the UNION.
2. No person shall be eligible for appointment in the Fire Department who is not eligible to work in the United States, or who is not eligible to obtain the required certifications and licenses as determined by the Chief to perform the essential functions in the fire department.

3. No person shall be eligible for appointment in the Fire Department who has not passed their 18th birthday or who is not eligible to obtain the required certifications and licenses as determined by the Chief to perform the essential functions in the fire department.
4. All members of the Fire Department are required to give their undivided attention to their designated work and are prohibited from engaging in any other business that will interfere or conflict with their duties while members of these departments.
5. No member of the ~~fire-department~~ Fire Department will be permitted to accept gratuities or rewards of any kind.
6. Fire personnel are expected to observe the same laws that they are sworn to enforce, and no extra privileges or immunities are granted to either.
7. Violation of any of these general provisions, any City Ordinance, or department rules by any member of the ~~fire-department~~ Fire Department under these rules shall be considered cause for disciplinary action, including termination.

APPLICATIONS

1. All applicants for the positions within the ~~fire-department~~ Fire Department must be able to speak, read and write the English language, and must have a high school diploma or G.E.D. Certificate or its equivalent. In cases where special technical, professional, or scientific knowledge and experience are required, the CITY may demand certificates or competence or other proof of training and ability. All applications for examination for positions in the ~~fire-department~~ Fire Department shall be presented to the CITY on a prescribed form, giving such evidence, in the form of their knowledge, skills, abilities and other required qualifications.
2. "Job Interest Forms" will be filed with the Department of Human Resources in a manner to be determined by that office. At such time that a beginning examination is to be given, all persons having submitted an "Interest Form" will be notified of application procedures and testing dates.
3. An application that has been accepted by the Department of Human Resources shall not be returned to the applicant for any reason.
4. An incomplete or defective application shall not be accepted and shall disqualify the applicant for consideration.
5. Proof at any time produced to the CITY of behavior that would negatively impact an ability to perform the essential functions of the job by an applicant or person on the eligible list or of any false statements made by him or her in the application or in the examination or of any criminal act committed by the applicant or of dismissal for cause from public service may be deemed cause to exclude an applicant from examination and/or removal from the eligible list.
6. The CITY may secure and consider any other information as it may deem desirable for the purpose of determining whether any applicant is eligible under these rules and regulations, the Ordinances of Idaho Falls and the laws of Idaho to occupy the position applied for.

MEDICAL PHYSICAL STANDARDS

1. Applicants for original appointment in the ~~fire departments~~ Fire Department must meet all bona fide medical and physical requirements of the appointing department, as a condition ~~for his or her~~ ~~their~~ appointment with the CITY.
2. All offers of employment by the appointing officer shall be made conditional upon the issuance of a certificate by a qualified medical examiner, certifying that the appointee meets all bona fide medical and physical requirements of the appointing department. All medical examinations shall be made by a medical examiner designated by the City or experts working on behalf of the City. The results of each medical examination and each certificate shall be filed with the Department of Human Resources in compliance with HIPAA and other relevant regulations.

EXAMINATIONS

1. Examinations shall be practical in their character and shall be designed to test fairly the intelligence, competency, suitability, and character of the applicants to discharge the duties of the service for which they seek to be appointed.
2. Merit and fitness for appointment and promotions shall be determined by and upon competitive examinations. The passing grade for beginners shall be seventy percent (70%).
3. The CITY shall list preliminary requirements for examinations.
4. Actual conduct of every examination shall be under the direction of the City or experts acting on authority of the City. The City shall in the examinations give such relative importance to the different subjects or matters of examination, whether written or physical or to experience, occupation or training as it deems fit. At or before the commencement of every examination the weight to be given every section included in the examination shall be determined. The time to be allowed for each examination also will be announced.
5. Oral examinations or special practical tests of fitness for the particular positions in the fire department may be ordered by the CITY.
6. Entry level examinations for the ~~fire department~~ Fire Department shall be given as the service may require. The CITY will notify entry level applicants, whose applications have been filed, to appear for any examination by giving the applicant at least ten (10) days' notice. Entry level examination notices shall also be posted to the Department of Human Resources web page and published once in a newspaper of general circulation at least ~~ten~~ (10) days prior to the date of the examination.
7. Applicants for appointment are subject to written and oral examinations. Applicants with eligible written exam scores will be notified and advised to participate in a non-discriminatory assessment. In addition to physical agility assessments, eligible applicants will appear for oral interviews or other exams.
8. Physical examinations may be made by a physician or health care provider designated by the CITY only after a conditional offer of employment has been made to the applicant. Such

examination shall demonstrate the applicant is of sound health and physically able to perform the essential functions of the position to which ~~he or she seeks~~ they seek appointment.

9. Instructions and rules governing examinations will be explained to candidates prior to the start of test by the chief examiner or test proctor. Candidates who fail to follow examination rules and instructions given at the time of the exam will not be allowed to complete the testing process. In addition to any verbal instructions given at the time of the exam, the following rules will govern all examinations.
 - a. Applicants will carefully read any printed rules distributed at the time of the exam and/or listen closely to any verbal instructions. Applicants will be bound by any written and verbal rules or instructions given prior to the date of the exam or immediately preceding the commencement of the exam.
 - b. Applicants will examine the ~~question-and-answer~~ question-and-answer sheets when received and verify that they are in proper order; applicants will be held responsible for all errors and omissions therein.
 - c. Prior to leaving ~~his or her~~ their desk, all applicants shall turn in any examination papers to the exam administrator, and the applicants shall forfeit the right to modify or complete any portion of the examination after submission unless ~~the~~ an applicant can demonstrate a bona fide medical or other emergency involving extreme risk to life or limb. Reasonable accommodation shall be made for any disability, provided such disability is made known to the examiner prior to the commencement of the examination.
 - d. All answers must be written on paper furnished for that purpose by the examiner or by other means as instructed by the examiner.
 - e. No pencil work will be allowed on the examination books unless instructed to do so. Pencil and scratch paper may be used if supplied by the examiner; used scratch paper must be turned in with the examination paper.
 - f. No help will be allowed except such as appears on the question sheets or in the instructions given to applicants.
 - g. Any applicant who may be detected cheating by consulting any printed or written matter during the examination will be dismissed from the room and receive a failing score. All conversation between competitors during any examination is strictly prohibited. Any applicant speaking to a competitor on any pretense or answering if spoken to will be dismissed from the room and receive a failing score.
 - h. It is absolutely forbidden to copy or attempt to read the sheet of another or to make any sign or in any manner seek to impart or receive any information during an examination, under penalty of dismissal from the room and receipt of a failing score.
 - i. All necessary explanations will be made, when practicable, to the whole number of competitors.

- j. All examination papers must be handed in together with the answers when the examination is completed and must not be taken from the room.
 - k. Smoking shall not be permitted during the examination.
10. The CITY may after delivery of notice to the applicants in the manner set forth in paragraph 6 of this Rule, require an oral examination by subject matter experts of eligible applicants who successfully pass the written examination. The score of the oral examination will be determined by the chief examiner or CITY based upon the statements made by the applicants regarding their knowledge, skills and abilities for the position or other job-related questions that may be given to the applicants. The opinion of the former employers associates and others may be sought and their statements investigated.
11. Participants in the physical agility exam and oral exam will be limited to the number of candidates agreed upon by the Chief of the department. The number of candidates may be limited to thirty (30) candidates based on the rank of the written examination scores, absent exigent circumstances.
12. The general average will be determined upon the score obtained in the written examinations, the oral examinations, and the physical agility examinations. As described in paragraph 4 of this Rule, the actual weight to be assigned to each examination will be determined by the City.

ELIGIBILITY LIST

1. The CITY shall keep records of all applicants who are placed on the eligible list, which records shall show the results of the examination of each applicant and show such other data as shall indicate the relative qualifications of all applicants upon such list. All persons who have been on the eligible list for one (1) year without appointment or promotion in grade, who shall refuse a tendered appointment, or who have requested removal from such list shall be removed from the eligible list and can only be returned thereto after reapplication and re-examination. An applicant may sit for one or more written examinations; however, the applicants' eligibility for appointment shall be determined by reference to the most recent score.
2. The names of all eligible candidates shall be placed on the eligible list in the order of their standing in the examination. The CITY reserves the right to announce additional testing dates if needed to generate a viable list of eligible candidates for consideration. Against each name shall be noted the date of the examination, the date on which the name was entered on the list and the average rating.
3. When two (2) or more entry level eligible candidates have received the same average rating, they shall hold the same ranking on the eligible list.
4. The entry level eligible list shall show the persons eligible for positions in each classification.
5. Applicants may be enrolled on the eligible list for more than one position.

6. Applicants, whose names are placed on the eligible list, shall notify the CITY of any change of address while their names remain on such list.
7. Applicants whose names are on the eligible list may accept temporary appointment under another classification without losing their position upon the eligible list.
8. Where an examination for any grade is held before the eligible list for that grade is exhausted, a new list shall be prepared after such examination. The persons upon the former eligible list who have not been examined for the new eligible list shall respectively be placed upon the new eligible list in the position to which the percentage of their aggregate marking upon ~~their~~ **their** former examinations would entitle them if such marking had instead been given them upon the new examination and shall continue thereon until the end of their term of eligibility. The CITY shall have the discretion whenever in its judgment the interest of the public service requires, to order a reexamination of applicants for any position and shall have power to correct any error and amend or revoke any schedule, list, or other paper or record where it appears that any error or injustice has been done; ~~or where~~ **When** any person whose name appears on an eligible list has for any reason become ineligible or no longer possesses the necessary qualifications for appointment to the public service, ~~the City may to~~ strike such name from such list.

CERTIFICATION AND APPOINTMENTS

1. Whenever a position or place of employment or vacancy in the ~~fire-department~~ **Fire Department** is to be filled, the appointing authority shall request and the Department of Human Resources shall certify to the appointing authority, as soon as possible after such request, ~~from the eligible list~~ the names and records of three times the number of persons necessary to fill such position based on their ranked scores **as shown on the eligibility list**. If two or more candidates have identical rankings, then all candidates ranked within the top three scores will be certified to the appointing authority. In all cases the names of those having the highest standing on the eligible list shall be certified to the appointing authority, provided, however, that if an insufficient number of names appear on said eligible list at such time, the Department of Human Resources shall certify all names thereon. The appointing authority shall make appointments only from the lists so certified and preference shall be given, from among those certified, to persons who are then employed in the class or grade next below the position filled, if applicable.
2. The requisition shall state the title, character and duties of the position, the compensation to be paid and whether the position is permanent or temporary.
3. Upon receipt of the requisition the Department of Human Resources shall certify to the appointing officer names of candidates having the three highest ratings on the eligible list most nearly appropriate to such position, provided that no name shall be certified more than three (3) times to the same appointing officer for the same or a similar position except at the officer's request. The certificate shall state the relative standing of each person certified and their contact information.
4. The appointing officer shall make selection from the names certified; the appointing officer may request replacement names in the order of ranking on the eligible list if ~~he or she~~ **they** can show evidence that any certified names do not meet the eligibility criteria of the department.

5. Whenever the appointing officer, who shall have made a requisition to fill a certain number of vacancies, shall appoint a number smaller than the vacancies named he shall not make selection from the whole number certified but only from the number of names standing highest upon the list that would have been certified had the requisition stated the number of vacancies which were actually filled.
6. Upon appointment and employment, the appointing officer shall report to the Department of Human Resources the name of such appointee, the title and duties of the position, the date of the commencement of service and the salary thereof and such other information as required.
7. The person selected for appointment or promotion shall be duly notified by the appointing officer and, upon accepting and reporting for duty, shall receive from such officer an appointment for a probationary period of twelve months, provided the applicant meets ability and other requirements determined by the department essential to the position held.
8. Should the work for which ~~a~~ probationers ~~has~~ ~~have~~ been certified prove temporary, and ~~he/she is~~ ~~they are~~ laid off without fault or delinquency on ~~his/her~~ ~~their~~ part before ~~his/her~~ ~~their~~ time of probation is completed ~~his/her~~ ~~their~~ name shall be restored to its position on the eligible list and the term ~~he/she~~ ~~they~~ served shall be credited on ~~his/her~~ ~~their~~ probationary period.
9. The name of any person certified as eligible for probationary appointment who shall decline an appointment shall be stricken from the list from which such certification is made, unless such declination be for temporary inability, physical or otherwise, the evidence of which must be acceptable to and approved by the Department of Human Resources.
10. The failure of an eligible ~~person~~ to accept employment within five (5) days after an offer of appointment shall be considered a declination.
11. On notification from an appointing authority that a person named in a certification has declined appointment, such certificate shall be completed by the addition of the name of the eligible ~~person~~ next in order.
12. If a person who is not entitled to certification is appointed, ~~his/her~~ ~~their~~ appointment upon due notification from the Human Resources Department to the appointing authority shall be revoked.
13. Whenever the CITY has been unable to establish an appropriate and adequate eligible list or after ~~such notice as it may deem desirable~~ the CITY has determined after due notice ~~is of the opinion~~ that an eligible list cannot be created through giving competitive examination, ~~if~~ ~~the CITY~~ may permit a permanent appointment to be made by the appointing authority subject to such of these rules and regulations. ~~and the person~~ The persons so appointed shall occupy the position to which ~~he was~~ ~~they were~~ appointed with like effect as if ~~he~~ ~~they~~ had otherwise qualified hereunder.
14. All persons appointed to or promoted in the ~~fire department~~ Fire Department shall be assigned to and perform the duties of the position to which they are appointed or promoted.
15. Applicants who have had two (2) years' comparable experience as a public safety officer in a comparable city may enter the service in the grade of Senior Firefighter ~~after completion of their~~

~~probationary year~~, provided they meet requirements of the CITY and standards of the Idaho Falls Fire Department. A comparable city shall be considered a city with a Fire Department with the standards comparable to Idaho Falls Fire Department. The decision of which cities or agencies are comparable with the Idaho Falls Fire Department will be made by the Chief of the Department when hiring applicants with two (2) or more years of experience.

16. Any applicant who, while employed as a Firefighter in good standing, voluntarily terminated his or her employment with the City of Idaho Falls may upon written request to and approval from the appointing Chief and in accordance with the Rules of the CITY and this agreement, be rehired without taking an examination provided:
 - a. The applicant is otherwise qualified for the position; and
 - b. The request does not displace another firefighter.

SUBJECTS FOR DISCIPLINARY ACTION OR DISMISSAL

1. All appointments to positions of employment under the ~~fire department~~ Fire Department shall be upon a probationary basis for a period of twelve (12) consecutive months of ~~full-time~~ full-time employment within the department in the same or higher grade. During said probationary period such employee may be discharged with or without cause; without recourse under these rules. After such period of probation, all employees shall hold an office or place of employment, only during good behavior and continued acceptable performance. ~~standards, and any~~ Any such employee may be removed or discharged, suspended without pay, demoted, reduced in rank, or deprived of special privileges or assessed special duty for the following reasons.
 - a. Incompetency, inefficiency, inattention to or dereliction of duty.
 - b. Dishonesty, insubordination, harassment, or lack of professionalism directed towards patrons and/or fellow employees or members of the public occurring in the course of duty; or any other willful failure on the part of the employee to properly conduct ~~him/herself~~ themselves, or any willful violation of the provisions of this act or the rules and regulations to be adopted hereunder.
 - c. An inability to perform the essential functions of the job with or without accommodation or loss of any other bona fide occupational qualification required for such place of employment.
 - d. Drunkenness or use of intoxicating liquors, narcotics, or any other habit-forming drug, liquid, or preparation to such extent that the use thereof interferes with the performance or mental or physical fitness of the employee or of the work of such employee or which precludes the employee from properly performing the essential functions and duties of such position.
 - e. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.

- f. Any other act of failure to act which in the judgment of the appointing authority is sufficient to show the offender to be an unsuitable and unfit person to be employed in the public ~~serve-ice~~ service.
- g. Violations of any of the rules and regulations formulated by the Chief of the department or rules promulgated by the City of Idaho Falls, that relate to conduct required of all city personnel.

2. Progressive Discipline

- a. Purpose - The purpose of this rule is to provide a uniform standard for disciplinary actions to be used by company and chief officers.
- b. Scope - This policy applies to all members of the Idaho Falls Fire Department.
- c. Responsibilities - It is the responsibility of supervising officers in the Idaho Falls Fire Department to help their subordinates to be successful in their duties through coaching, mentoring, and disciplining when necessary. If an issue is raised to the level of time off without pay or above, the Chief of Department and HR should be notified. It is important that the supervising officer document each step appropriately. If a Work Improvement Plan is issued to a subordinate, the officer should consider issuing a Removal From Work Improvement Plan when and if appropriate.
- d. Procedures - Progressive discipline is a process for addressing employee poor performance or inappropriate behaviors so that the severity of the discipline increases with the continuance of the performance or behavioral issue. It provides an opportunity for motivated employees to immediately correct an issue before it becomes too severe, and provides CITY with performance related documentation. It is generally recommended that the progressive discipline process include:
 - i. Step 1 - Informal verbal coaching and counseling
 - ii. Step 2 - Formal verbal reprimand
 - iii. Step 3 - Formal written reprimand (~~the~~ The Chief of Department's office must be notified after this step by the company officer giving the reprimand.)
 - iv. Step 4 - Time off without pay with accompanying Work Improvement Plan
 - v. Step 5 - Demotion (temporary or permanent)
 - vi. Step 6 - Termination

JOB CLASSIFICATIONS OF THE FIRE DEPARTMENT

The following constitutes the classification of jobs in the Idaho Falls Fire Department, as well as the line of promotion, together with the length of service required in each classification before a member shall be

permitted to participate in the promotional examination of other positions. Job descriptions that describe the essential functions of each classification will be maintained by the Division of Human Resources.

1. All new firefighters shall serve a probationary period of twelve (12) months. If after six (6) months, proper attitude and aptitude for the work is shown, the Firefighter will then advance to Firefighter ~~2nd~~ 2nd Class. After six (6) months in the position of Firefighter 2nd Class the Firefighter will have served the probation period and will advance to the rank of Firefighter 1st Class. After one (1) year in the rank of Firefighter 1st Class, the Firefighter automatically advances to the rank of Senior Firefighter. A person qualifying for appointment as a Senior Firefighter as described in these rules must still satisfactorily complete a twelve (12) month probationary period.
2. A Firefighter must have served two (2) years as a Senior Firefighter to be eligible to take the competitive examination for the position of Driver-Pump Operator.
3. To aid in the consistent and efficient operation of the Idaho Falls Fire Department a task book system shall be maintained to identify core performance standards of the various positions in the Idaho Falls Fire Department. The Task Book system has been developed with input from the Union. Members who desire to move-up to Driver/Operator, Captain Firefighter, and Battalion Chief must first complete their respective Position Task Book. Task books must be completed for the desired position prior to sitting for a promotional exam.
4. A Firefighter must have served two (2) years as a Driver or four (4) years as a Senior Firefighter to be eligible to take the competitive examination for the position of Captain.
5. The position of Inspector, Training Officer, and Logistics Officer is open by administrative appointment without examination to any member of the Fire Department holding the rank of Senior Firefighter or higher. If no member of the Department holding such rank desires appointment as an Inspector, then the position may be filled by administrative appointment without examination by any of the following persons:
 - a. Any member of the Fire Department, or
 - b. Any person who has held the rank of Senior Firefighter or higher or any other rank equivalent thereto, within the past four (4) years at any other fire department, fire district, or governmental agency.
6. The position of Fire Marshal, Division Chief, Battalion Chief and Deputy Chief is recognized as an executive administrative position and is not in the UNION or represented by the UNION. Therefore, persons filling such positions shall be selected by the Fire Chief and confirmed by the Mayor. Any persons so appointed shall retain ~~his or her~~ their previous position at the time of appointment. If, for any reason other than misconduct, such persons loses ~~his or her~~ their appointed position, ~~he or she~~ they will immediately assume the previous position held at the time of appointment.

MERIT SYSTEM

1. The Chief of the ~~fire department~~ Fire Department shall maintain a uniform system of evaluating employees' performance. These evaluations will have an impact on promotions of employees during promotional examination processes.
2. The UNION must be advised of the merit system used, and an outline of it **must be** made available to the UNION upon request.

PROMOTIONS

1. Promotions in the fire department shall be upon ascertained job performance and competitive examinations. In order to be eligible to take a promotional exam, a candidate must meet the job requirements for the Position being tested for. All candidates for the promotional position must meet the job requirements for time in grade for the position during the Testing Cycle. Promotional exams for Driver/Operator and Captain will be offered on an annual basis in the month of May. Candidates will not be eligible for ~~P~~promotion until the time requirements for the position have been met. A written examination may be given as often as needed as determined by the Chief in order to establish a viable eligible list in the selection process. If an additional exam is given beyond the annual exam in May, a ninety (90) day notice will be given. A minimum written test score appropriate for each examination will be determined and announced at least ten (10) days prior to the examination date. Notice of the availability of openings for promotions shall be posted on the Department of Human Resources web page at least ten (10) days prior to the date upon which the written examination shall be conducted. The Chief of the ~~d~~Department shall have the authority to assign any employee of the department to the different classes within the department, and ~~he/she~~ the Chief of the Department may change any such assignment whenever, in the opinion, the good of the service shall so require.
2. Grades for promotional placement will be based upon written examinations, an assessment process as designed by the Chief of the Department, and staff evaluations. The weight to be given the grades in each area will be determined by the Chief of the ~~d~~Department and announced at least ten (10) days prior to the date upon which the examination is given.
3. Where two (2) or more applicants for promotional certification receive identical grades, their ranking on the eligible list shall be determined by seniority.
4. The total number of persons allowed to participate in the department assessment process shall be determined in advance by the ~~chief of the department~~ Chief of the Department. 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.
5. All regulations in rules V, VI, and VII of the Rules ~~g~~Governing Examinations, Certifications, and Eligibility apply to promotional examinations except where they may be in conflict with the rules of this particular section.

ARTICLE XXVIII- SAVING CLAUSE

If any portion of this Agreement should be declared inoperative or unconstitutional. The remainder of the Agreement shall remain unchanged and in full force and effect.

DRAFT

ARTICLE XXIX- EFFECTIVE DATES AND DURATION OF AGREEMENT

This Agreement, including Appendix “A” and “B”, shall become effective upon the date that CITY's representatives and UNION's representatives both ~~signs~~ **sign** this Agreement and shall remain in full force and effect until 12:00 midnight, April 30, 202~~2~~**3**, and thereafter, from year to year until terminated. This Agreement may be reopened prior to the end of the contractual period for purposes outlined in Idaho Code 44-1802, upon serving written notice by either party ninety (90) days before the last day on which money can be appropriated by CITY.

This writing evidences the final and complete Agreement between the parties in regard to this subject matter and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein, including Appendix “A” and “B”.

For: THE CITY OF IDAHO FALLS

**For: LOCAL UNION NO. 1565
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS**

MAYOR

PRESIDENT

MUNICIPAL SERVICES DIRECTOR

VICE PRESIDENT

HUMAN RESOURCES DIRECTOR

SECRETARY/TREASURER

FIRE CHIEF

EXECUTIVE COMMITTEE

DATED

APPENDIX A- FIRE DEPARTMENT CLASSIFICATION AND PAY GRADE POLICY
EFFECTIVE OCT 1, 2021~~2~~

A. SALARY SCHEDULE

The attached table, entitled "City of Idaho Falls Fire Department Pay Grades" is the assignment of all positions (less those exempt from the pay grade structure) to the pay grades designated and the corresponding salary payable for the various grades and steps. In the event that the City Council approves any general pay increases for the City's non-union employees before 12:00 midnight, April 30, 2021~~2~~, the attached table shall be adjusted so that the members of the Union shall receive the same other general pay increase as the City's non-union employees.

B. ADMINISTRATION OF THE PAY PLAN

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

1. Salary on Employment

- a. 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 the Municipal Services Director.
- b. 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 Municipal Services Director.

2. Salary Step Advancement

- a. 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 and attitude so dictate.
- b. Pay adjustments shall be effective on the first pay period following the employee's accumulation of the necessary service requirements.
- c. The Personnel Action form is to be completed sufficiently in advance to secure the required signatures and for Personnel and Payroll to receive the approved Personnel Action form prior to the effective date.

3. Salary on Promotion

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

4. Salary on Demotion

An employee who is demoted to a lower classification shall be placed in an appropriately lower pay grade and at a step level rate of pay which is equal to or less than the employee's step level rate of pay prior to demotion, as determined by the Department Director and the Municipal Services Director. 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 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 the Municipal Services Director.

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 they reaches reach~~ the next pay period after the effective date, at which time ~~he/she they~~ 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.

C. CONTENTS OF THE CLASSIFICATION AND PAY GRADE SCHEDULE

1. The Classification plan shall include:
 - a. An outline of the classification arranged within the appropriate pay grade schedule.
 - b. 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.

PAY GRADE	RANK
10	Senior Firefighter
11	Driver
12	Fire Inspector I
13	Fire Inspector II Captain

D. SPECIALTY PAY

Each employee is to be paid an additional \$25 per month per team on each team for which they qualify, not to exceed three (3) teams.

Each Specialty Team Member shall be required to meet requirements as set forth by Department policy.

Specialty Pay Teams:

- Idaho Collapse Search and Rescue Technician
- Hazardous Material Technician
- S.C.B.A. Technician
- On Shift Fire Investigator
- Swift Water Rescue Technician
- Peer Fitness Evaluator
- ARFF

E. ~~SPANISH BILINGUAL~~ SPEAKING EMPLOYEES

Each employee qualifying as fluent in ~~American Sign Language (ASL)~~ or any of the following spoken languages: ~~Spanish, German, French, Mandarin, Russian, or Portuguese~~ ~~the Spanish Language~~ shall be paid a maximum of ~~additional~~ three (3%) percent to their annual base pay not including longevity pay.

F. LONG TERM DISABILITY INSURANCE AND MEDICAL EXPENSE
REIMBURSEMENT PLAN

The CITY shall pay Three Thousand Six Hundred Ninety-Seven Dollars and Fifty-Six Cents (\$3,697.56) a month for a Long-Term Disability Policy to cover UNION members. The Long-Term Disability Policy shall be through DiMartino Associates.

This page will be replaced with updated
pay scale upon approval.

CITY OF IDAHO FALLS FIRE DEPARTMENT
2021-2022
EFFECTIVE DATE: OCTOBER 1, 2021

Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Probationary Firefighter 2,912 hours	12	*	*	*	*	*	*	*	*	*	*
Firefighter - 2nd Class 2,912 hours	15.05	*	*	*	*	*	*	*	*	*	*
Firefighter - 1st Class 2,912 hours	15.49	*	*	*	*	*	*	*	*	*	*
Senior Firefighter 2,912 hours (Pay Grade 10/30)	16.04	*	*	*	*	*	*	*	*	*	*
Driver 2,912 hours (Pay Grade 11/31)	17.65	18.42	19.31	20.29	21.17	21.66	22.29	22.77	23.33	23.85	24.26
Fire Inspector I 2,080 hours (Pay Grade 12/42)	19.31	20.29	21.17	22.29	23.33	23.85	24.44	25.01	25.66	26.20	26.61
Fire Inspector II 2,080 hours (Pay Grade 13/53)	29.62	31.14	32.63	34.18	35.90	36.78	37.59	38.67	39.72	40.70	41.24
Fire Captain 2,912 hours (Pay Grade 13/52)	32.46	34.08	35.71	37.57	39.60	40.58	41.51	42.51	43.54	44.63	45.50
Fire Battalion Chief 2,912 hours (Pay Grade 14/54)	23.19	24.35	25.51	26.84	28.30	28.99	29.66	30.37	31.10	31.88	32.51
	25.20	26.50	27.94	29.28	30.73	31.49	32.23	33.09	33.88	34.61	35.30

CITY OF IDAHO FALLS FIRE DEPARTMENT
2022-2023 5% Increase
EFFECTIVE DATE: OCTOBER 1, 2022

Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Probationary Firefighter	12	12	12	18	18	24	24	36	36	48	
2,912 hours	15.81	*	*	*	*	*	*	*	*	*	*
Firefighter - 2nd Class											
2,912 hours	16.27	*	*	*	*	*	*	*	*	*	*
Firefighter - 1st Class											
2,912 hours	16.85	*	*	*	*	*	*	*	*	*	*
Senior Firefighter											
2,912 hours (Pay Grade 10/30)	18.54	19.35	20.28	21.31	22.23	22.75	23.41	23.91	24.50	25.05	25.48
Driver											
2,912 hours (Pay Grade 11/31)	20.28	21.31	22.23	23.41	24.50	25.05	25.67	26.27	26.95	27.51	27.95
Fire Inspector I											
2,080 hours (Pay Grade 12/42)	31.11	32.70	34.27	35.89	37.70	38.62	39.47	40.61	41.71	42.74	43.31
Fire Inspector II											
2,080 hours (Pay Grade 13/53)	34.09	35.79	37.50	39.45	41.58	42.61	43.59	44.64	45.72	46.87	47.78
Fire Captain											
2,912 hours (Pay Grade 13/52)	24.35	25.57	26.79	28.19	29.72	30.44	31.15	31.89	32.66	33.48	34.14

APPENDIX B- LONGEVITY PROGRAM SCHEDULE EFFECTIVE OCTOBER 1, 202~~1~~2

- A. Longevity benefit calculations will no longer be computed on a percentage of the current base salary.
- B. ~~Any staff~~ Staff persons currently receiving longevity benefits will continue to receive ~~his or her~~ their accumulated longevity including any approved COLA adjustment. Longevity accumulation will be at as specified on the attached table titled “City of Idaho Falls Fire Department Longevity” until ~~he or she reaches~~ they reach the maximum annual longevity benefit of ~~\$2845.00-\$2987.25~~
- C. The longevity increments will continue to be based on the individual Firefighter's anniversary date.

CITY OF IDAHO FALLS FIRE DEPARTMENT LONGEVITY
EFFECTIVE DATE: OCTOBER 1, 202~~1~~²

This page will be replaced with updated
pay scale upon approval.

Year	Total Longevity	2912 Hourly Amount	2080 Hourly Amount
1st Year	Not Eligible	-	-
2nd Year	Not Eligible	-	-
3rd Year	Not Eligible	-	-
4th Year	706.00	0.25	0.35
5th Year	1,011.00	0.36	0.50
6th Year	1,317.00	0.46	0.64
7th Year	1,623.00	0.57	0.79
8th Year	1,928.00	0.67	0.93
9th Year	2,243.00	0.78	1.08
10th Year	2,539.00	0.88	1.23
11th Year	2,845.00	0.98	1.37

CITY OF IDAHO FALLS FIRE DEPARTMENT LONGEVITY

5% Increase

EFFECTIVE DATE: OCTOBER 1, 2022

Year	Total Longevity	2912 Hourly Amount	2080 Hourly Amount
1st Year	Not Eligible	-	-
2nd Year	Not Eligible	-	-
3rd Year	Not Eligible	-	-
4th Year	742.00	0.26	0.36
5th Year	1,062.00	0.37	0.52
6th Year	1,383.00	0.48	0.67
7th Year	1,705.00	0.59	0.83
8th Year	2,025.00	0.70	0.98
9th Year	2,356.00	0.82	1.15
10th Year	2,666.00	0.92	1.29
11th Year	2,988.00	1.03	1.44

APPENDIX C - TRAVEL POLICY AND EXPENSE FORM

DRAFT

AGREEMENT
CITY OF IDAHO FALLS
AND
IDAHO FALLS FIREFIGHTERS UNION
LOCAL NO. 1565

May 2022 through April 2023



Table of Contents

ARTICLE I - PURPOSE	4
<i>Section 1. General Purpose</i>	4
<i>Section 2. Public Employees</i>	4
<i>Section 3. Equal Employment</i>	4
ARTICLE II - RECOGNITION	4
ARTICLE III – MANAGEMENT RIGHTS	5
ARTICLE IV - TIME OFF FOR UNION BUSINESS	5
ARTICLE V - CHECK OFF	6
ARTICLE VI - SENIORITY LIST	6
ARTICLE VII - PERSONNEL REDUCTION	6
<i>Section 1.</i>	6
<i>Section 2.</i>	6
<i>Section 3.</i>	6
ARTICLE VIII - HOURS OF DUTY	7
<i>Section 1.</i>	7
<i>Section 2.</i>	7
<i>Section 3.</i>	7
<i>Section 4.</i>	8
<i>Section 5.</i>	8
<i>Section 6.</i>	8
ARTICLE IX- SALARIES	8
ARTICLE X - HOLIDAY PAY	9
ARTICLE XI- LONGEVITY	9
ARTICLE XII - CLOTHING ALLOWANCE	9
<i>Section 1.</i>	9
ARTICLE XIII - PROTECTIVE CLOTHING	9
ARTICLE XIV- EMPLOYEE BENEFITS	9
<i>Section 1.</i>	9
<i>Section 2.</i>	9
<i>Section 3.</i>	9
<i>Section 4.</i>	10

<i>Section 5.</i>	10
<i>Section 6.</i>	10
<i>Section 7.</i>	10
<i>Section 8.</i>	11
<i>Section 9.</i>	11
<i>Section 10.</i>	12
ARTICLE XV- MISSION STATEMENT	12
ARTICLE XVI - CORRESPONDENCE	12
<i>Section 1. Respond in Ten (10) Days</i>	12
<i>Section 2. Waiver in Case of Emergency</i>	13
ARTICLE XVII- GRIEVANCE PROCEDURE	13
<i>Section 1. Purpose</i>	13
<i>Section 2. Informal Step</i>	13
<i>Section 3. Formal Grievance Procedure</i>	13
<i>Section 4.</i>	14
<i>Section 5.</i>	14
ARTICLE XVIII - PREVAILING RIGHTS	14
<i>Section 1. Rights Retained Unaffected</i>	14
ARTICLE XIX - NO STRIKE CLAUSE	14
ARTICLE XX – VACATIONS	15
<i>Section 1.</i>	15
<i>Section 2.</i>	16
<i>Section 3.</i>	16
ARTICLE XXI - VACANCIES AND PROMOTIONS	17
ARTICLE XXII - COMMITTEES	17
<i>Health and Safety Committee</i>	17
<i>Section 1</i>	17
<i>Section 2.</i>	17
<i>Section 3.</i>	18
<i>Training and Technologies Committee</i>	18
<i>Section 1.</i>	18
<i>Section 2.</i>	18
<i>Section 3.</i>	18

ARTICLE XXIII- RETIREMENT CONTRIBUTIONS FOR PERSI FIREFIGHTERS	18
<i>Social Security and Medicare Refund</i>	<i>19</i>
<i>Future Retirement Contributions</i>	<i>19</i>
ARTICLE XXIV- DEPLOYMENT OPERATIONS, COMPENSATION, AND MILITARY LEAVE.....	20
<i>Military Leave</i>	<i>20</i>
ARTICLE XXV- COMPENSATION	21
<i>Section 1.</i>	<i>21</i>
<i>Section 2. Voluntary Decertification</i>	<i>21</i>
<i>Section 3. Involuntary Decertification</i>	<i>22</i>
<i>Section 4. Captain/Driver Paramedics</i>	<i>22</i>
<i>Section 5. Probationary Firefighters</i>	<i>22</i>
<i>Section 6. Non-Discrimination</i>	<i>22</i>
<i>Section 7. Paramedic Selection.....</i>	<i>23</i>
ARTICLE XXVI- OUT OF CLASSIFICATION WORK	23
ARTICLE XXVII- RULES GOVERNING COMPETITIVE EXAMINATIONS, QUALIFICATIONS, APPOINTMENTS, PROMOTIONS, DEMOTIONS AND DISCHARGE OF EMPLOYEES	24
ARTICLE XXVIII- SAVING CLAUSE	34
ARTICLE XXIX- EFFECTIVE DATES AND DURATION OF AGREEMENT.....	35
APPENDIX A- FIRE DEPARTMENT CLASSIFICATION AND PAY GRADE POLICY EFFECTIVE OCT 1, 2022	36
APPENDIX B- LONGEVITY PROGRAM SCHEDULE EFFECTIVE OCTOBER 1, 2022	41
APPENDIX C - TRAVEL POLICY AND EXPENSE FORM.....	43

**AGREEMENT
CITY OF IDAHO FALLS
AND
IDAHO FALLS FIREFIGHTERS UNION LOCAL NO. 1565**

This Agreement is between the CITY OF IDAHO FALLS, IDAHO (hereinafter referred to as "CITY"), a municipal corporation of the State of Idaho and the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 1565 (hereinafter referred to as "UNION"). It contains the entire Agreement between the parties on these subject matters, which has been reached as the result of collective bargaining and shall be in effect for the period stated herein.

ARTICLE I - PURPOSE

Section 1. General Purpose

The purpose of this Agreement is to increase the general efficiency in the Fire Department and maintain harmonious relations between the Fire Department and its personnel, promote staff morale, and protect the rights, well-being, and security of the Fire Department's permanent employees. To accomplish the foregoing, the parties hereto agree as follows:

Section 2. Public Employees

The Fire Department and the individual members of the UNION are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect and confidence of the public.

Section 3. Equal Employment

There shall be no discrimination between employees of this bargaining unit and CITY and neither shall a non-union member be discriminated against by UNION or CITY with respect to any condition of employment because of membership or non-membership in UNION or because of sex, race, color, religion, national origin, rank, sexual orientation, gender identity/expression, and any other bases protected by law.

ARTICLE II - RECOGNITION

CITY recognizes UNION as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of duty, and other conditions of employment for all of its employees in the Fire Department with the exception of the Fire Chief, Deputy Chiefs, Division Chiefs, Fire Marshal, Battalion Chiefs, the Public Information Officer, and the clerical staff. Nothing in this article shall be construed as prohibiting the Fire Chief, Deputy Chiefs, Division Chiefs, Fire Marshal, or Battalion Chiefs from voluntarily maintaining UNION membership.

ARTICLE III – MANAGEMENT RIGHTS

It is understood and agreed that management possesses the sole right to operate the Fire Department and that all management rights repose in it, but such right must be exercised consistently with other provisions of this Contract. These rights include, but are not limited to, the following:

1. Discipline or discharge for just cause;
2. Direct the work force;
3. Hire, assign, or transfer employees;
4. Determine the objective of the Fire Department;
5. Determine the methods, means, and number of personnel needed to carry out the Fire Department's objectives;
6. Introduce new or improved methods or facilities;
7. Change existing methods or facilities;
8. Relieve employees because of lack of work;
9. Take whatever actions are necessary to carry out the objective(s) of the Fire Department in situations of emergency;
10. Make promotions fairly and in accordance with this Agreement.

To aid in the consistent and efficient operation of the Idaho Falls Fire Department, a complete Book of Standard Operating Procedures and /or guidelines shall be maintained. A copy shall be kept electronically and shall be available on the fire server. Proposed changes shall be presented in writing to UNION prior to implementation.

Nothing in this provision shall be construed as a waiver of statutory rights in regards to bargaining of wages, hours, and all conditions of employment.

ARTICLE IV - TIME OFF FOR UNION BUSINESS

Time off with pay shall be granted to members of UNION Negotiating and/or Grievance Committees while in actual negotiations or handling of grievance problems with management and for required P.F.F.I. meetings or required Pension meetings, when meetings fall on employee's scheduled work shift. Three (3) personnel per shift and one (1) Fire Prevention Bureau Representative will be guaranteed time off for the spring P.F.F.I. Convention in Boise. Requests for time off for UNION business for meetings other than the spring P.F.F.I. Convention in Boise will be granted for four (4) employees for two (2) additional UNION functions; other requests will be considered as travel status requests and granted following UNION contract and minimum staffing guidelines. Meetings shall be scheduled as equally as possible among the three (3) battalions at the convenience of both parties.

ARTICLE V - CHECK OFF

Upon receipt of a lawfully executed written authorization from the employee, which may be revoked in writing at any time, CITY agrees to deduct the regular monthly dues of such employee from the employee's pay and deposit such deduction by the first of the month following the second pay period of the succeeding month in any local bank so designated in writing by UNION President. UNION will notify CITY in writing of the exact amount of such regular Membership Dues to be deducted. UNION agrees to hold CITY harmless against any and all claims, suits, orders, or judgments brought or issued against CITY as a result of any action taken or not taken by CITY under the provisions of this article.

ARTICLE VI - SENIORITY LIST

Seniority, as defined by this Agreement, is the employee's length of continuous service with the Fire Department, dating from last date of hire. The Fire Department shall establish a seniority list and it shall be updated with any change in ranking or promotion and immediately posted electronically thereafter on the Fire Department common server for a period of not less than thirty (30) days. Any objections to the seniority list as posted shall be reported by the individual concerned to the President of the UNION or to the UNION Grievance Committee, who in turn shall report it to the Fire Chief within ten (10) days, or it shall stand approved as posted. Termination of an employee's service prior to the expiration of the probationary period shall not be subject to appeal or grievance. This Seniority List shall also include a Position/Rank Seniority listing by date of promotion. This list shall be separated by: Captain, Driver, Paramedic, Firefighter, and Inspector.

ARTICLE VII - PERSONNEL REDUCTION

Section 1.

In case City Council decides to reduce the Fire Department personnel, the employee with the least seniority shall be laid off first. No new employee shall be hired until all laid-off employees have been given an opportunity to return to work.

Section 2.

An employee whose job has been eliminated may revert to next lower job classification held. If an employee's movement creates excess personnel in the employee's new classification, the employee with the least seniority in that classification will revert to the next lower classification. No new promotions will take place until all employees who have been reduced in rank have been promoted as they were demoted.

Section 3.

Seniority will be lost whenever an employee fails to return to work within thirty (30) calendar days from the date the employee has been notified to return to work. The employee shall be responsible for furnishing CITY with an address and phone number where the employee can be contacted and meeting all department physical standards. When CITY recalls an employee under this provision, that employee is not required to retest.

ARTICLE VIII - HOURS OF DUTY

Section 1.

The hours of duty shall be so established by the Fire Department that the average weekly hours of duty in any year, other than hours during which such members may be summoned or kept on duty because of a conflagration or major emergencies, shall not exceed fifty-six (56) hours. Shift firefighters shall be paid upon this average and receive regular bi-weekly pay periods of one hundred twelve (112) hours. A shift will be twenty-four (24) hours, from 8:00 a.m. to 8:00a.m. The 28-day schedule will begin on January 1, 2023, with the elimination of the Kelly Day schedule and as such each Firefighter will be paid FLSA compensation for regular work hours that exceed 212 in all future 28-day FLSA periods.

Section 2.

The regular work schedule for personnel of other divisions of the Fire Department shall be forty (40) hours per week.

Section 3.

Emergency overtime shall be any overtime caused by call-back or holdover of personnel because of the need for additional firefighters on shift or at an emergency. Overtime shall be paid at the rate of two (2) times the base hourly rate for each overtime hour worked.

There shall be a minimum compensation of two (2) hours for call-back overtime and for holdover overtime of more than thirty (30) minutes. Holdover overtime of more than fifteen (15) minutes, but less than thirty (30) minutes, will be compensated for one-half (0.5) hour. Call back overtime shall be earned when attendance is required at Fire Department meetings or training sessions.

An accurate list of accumulated individual overtime hours offered shall be readable by computer at all stations. Overtime shall be offered to personnel by rank based on an individual's accumulated hours offered, except in emergency situations. The program on the computer shall be maintained at Station 1. Personnel shall be hired based on rank and shall be called in order from lowest accumulated OT hours offered to highest accumulated OT hours offered. Every effort shall be made to equalize the opportunity to work overtime within each rank.

Ambulance transports would not be considered as travel status.

Overtime personnel will be hired for all ambulance transports that are over one hundred (100) miles one-way.

In consideration for the travel time to and from the Swan Valley assignment, personnel working the assignment will be given an additional one half (1/2) hour overtime each way or one (1) hour per forty-eight (48) hour shift. Personnel working the Swan Valley assignment shall report to Station 2 at 7:00 a.m. and use a staff vehicle to travel between Station 2 and Swan Valley.

Idaho State University Paramedic Program: Employees working as lab instructors for the ISU Paramedic Program will be compensated by the City at the rate of two (2) times the employee's base hourly rate for scheduled lab instruction time.

Section 4.

Members have the choice to accrue Compensatory Time (accrued at the same rate as overtime, two (2) times the hour worked) in lieu of Overtime ("OT"). Compensatory Time would be used following the current comp time use policy. Overtime for forty (40) hour per week employees shall be paid at the rate of one and one-half (1.5) times the base hourly rate for each overtime hour worked. This accrued Compensation Time shall be subject to Compensation Time use and accumulation rules already in place. Compensation Time shall be accrued each calendar year and paid out at the first full pay period in January of each calendar year or upon Promotion, whichever is appropriate. Compensation Time shall not be considered in making a training selection. The employee may opt to have all or some of the payout contributed to a qualified retirement plan.

Comp-time may be accumulated up to four hundred eighty (480) hours. Use of comp-time shall comply with the vacation selection process as outlined in Article XXII, Sections 2 and 3. Comp-time earned in excess of four hundred eighty (480) hours will be paid as overtime.

Section 5.

The City will grant fifty-six (56) hour a week personnel forty-eight (48) hours of discretionary time and forty (40) hour a week personnel forty (40) hours of discretionary time annually to be placed into their compensation bank on the second full pay period in January of each calendar year. Discretionary time must be used in twelve (12) hour increments by fifty-six (56) hour a week personnel and eight (8) hour increments by forty (40) hour a week personnel. Discretionary time may not be used in vacation picks. No more than the allotted hours of discretionary time may be used in a calendar year. Unused discretionary time will be paid out as outlined in Article VIII, Section 4.

Section 6.

The City will grant shift personnel ninety-six (96) hours of Kelly time annually to be placed into their Kelly hours FLSA bank on the first full pay period in January of each calendar year. Kelly hours must be used in twenty-four (24) hour increments. No more than ninety-six (96) hours of Kelly time may be used in a calendar year. Unused Kelly hours will be eliminated annually on January 1st of the new calendar year.

- a. Only twenty-four (24) hours of Kelly time will be allowed to be used per FLSA cycle.
- b. Each twenty-four (24) hours of Kelly time picked in vacation rounds must be separated by a FLSA cycle.

ARTICLE IX- SALARIES

Appendix "A" shall be the schedule of salaries payable to the members of the Fire Department provided that, in the event that the City Council approves any general pay increase for the City's non-union employees before 12:00 midnight, April 30, 2022, the schedule of salaries contained in Appendix "A" shall be adjusted so that the members of the UNION shall receive the same other general pay increase as the City's non-union employees.

ARTICLE X - HOLIDAY PAY

All shift firefighters are to be paid for ninety-six (96) hours holiday pay at their hourly rate for compensation for holidays worked during a one (1) year period, payable the second payday in November. Firefighters who are currently employed on the second payday in November shall receive the holiday pay under this Article, regardless of length of the firefighter's employment with City.

ARTICLE XI- LONGEVITY

Appendix "B" shall be the schedule of longevity for eligible members of the Fire Department.

ARTICLE XII - CLOTHING ALLOWANCE

Section 1.

Each eligible firefighter shall receive a uniform allowance of one thousand fifteen dollars and six cents (\$1,015.06) per budget year, to be paid twice a year in equal installments to firefighters employed at the time of each payment. A new employee to the Fire Department will be issued their total uniform allowance on the payday following the first full pay period they are employed. The new employee will then forfeit the next two (2) regularly scheduled uniform allowances.

ARTICLE XIII - PROTECTIVE CLOTHING

In addition to the above uniform allowance, CITY agrees to furnish, where the nature of assigned duties dictate, any protective clothing or device that the Fire Chief may feel necessary for the health and welfare of the firefighters. UNION recognizes that title to such items furnished remains with CITY.

ARTICLE XIV- EMPLOYEE BENEFITS

Section 1.

All benefits and obligations shall be as set forth in the Personnel Policy and by reference each is incorporated herein and is made part of this Agreement.

Section 2.

The conditions, rules and regulations of such benefits as may be established by CITY shall determine all questions arising thereunder. CITY will make detailed information concerning the provisions of such benefits available to the employees. CITY agrees that during the life of this Agreement, the benefits will not be eliminated or reduced.

Section 3.

CITY reserves the right to require physical examination of its employees at any time, in accordance with the rules and regulations.

Section 4.

CITY agrees to provide two thousand three hundred two dollars (\$2302.00) per year per station for departmental physical fitness equipment to be used for physical fitness program.

Section 5.

CITY and UNION will work together to administer a joint wellness/fitness program by adopting the current NFPA 1582 Standard. Included in this program will be an annual CITY physician's physical evaluation and peer fitness evaluation. No part of the process will be punitive in nature or design. All new employees of the Fire Department will receive a physical based on the NFPA 1582 standard as well. The intent of the program is to create an overall healthier work force and increase workplace safety. The intent will be to reduce health care costs and reduce CITY expense pertaining to occupational injuries.

Section 6.

CITY offers a comprehensive medical benefits plan through Pacific Source. The plan for 2022/2023 includes both a PPO and HSA program. See attached exhibit for 2022/2023 Plan.

For those employees who sign up for the high deductible health plan with the health savings account, CITY will contribute \$1,750, pro-rated, to the employee's health savings account for the 2022/2023 Plan Year.

Both parties recognize the benefits of the CITY's medical benefits plan are subject to change because the timing for this Agreement's negotiations and the finalization of the CITY's insurance plan are not synchronized. In the event that the City's medical benefits plan changes before April 30, 2022, UNION members shall receive the same Health Benefit Package as non-union employees. After the CITY receives the annual notice from Pacific Source or the CITY's third-party administrator of the finalized medical plan, the CITY shall inform the UNION in writing within ten (10) business days of receipt and of ALL changes contained within the plan. If the finalized medical benefits plan contains material or substantive changes, the PARTIES agree to meet to reopen negotiation of this Agreement only to discuss the medical benefits plan changes as soon as possible. Either party may request, in writing, reopening negotiations to address a material or substantive change in the medical plan within thirty (30) days of the CITY's notice of changes. If neither party requests reopening, in writing, within thirty (30) days, the changes shall be considered unsubstantial. The UNION will give CITY thirty (30) day notice to negotiate if UNION intends to change insurance programs.

Section 7.

Employees working a forty (40) hour work week shall accrue 3.69 hours of Sick Leave per pay period which totals ninety-six (96) hours per year. Sick leave may accrue up to a maximum of 2,080 hours total. Employees working shift work will accrue 5.54 hours of Sick Leave per pay period which totals one hundred forty-four (144) hours per year. Sick leave may accrue up to a maximum of 2,912 hours total. Upon meeting the requirements of retirement, age fifty (50) or PERSI Rule of 80, employees may sell unused sick leave. The total amount of sick leave sold will be calculated as follows:

Employees with five (5) or more years of service may choose to convert sick leave annually into a qualifying 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 in the October of the same year. For forty (40) hour workweek employees a balance of at least 160 hours must be left in the employee's sick leave bank. For shift firefighters (56) hour workweek employees a balance of at least 224 hours must be left in the employee's sick leave bank. Sick leave will be converted/cashed out at 33% of the employee's regular hourly rate of pay not to exceed a maximum of \$2,500.

If the employee meets the requirements for PERSI retirement, one-third (33%) of the sick leave balance maybe deposited into their PERSI Choice account, City-offered deferred compensation programs (401K or 457), HRA-Veba, or be converted to cash. Upon the death of an active employee, sick leave benefits will be paid 100% at to the employee's estate; in the form of cash.

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.

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.

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.

Section 8.

The CITY agrees to issue credit cards to UNION Members to be used for classes, conferences, courses, meetings, inspections, evaluations, and wildland deployments. UNION Members agree to follow the CITY Travel Policy that is in effect as of 04/04/2018.

As per the CITY Travel Policy, the UNION Member shall complete a Travel Expense Form with supporting documents for reconciliation to Fire Administration for submission to Municipal Services within ten (10) CITY working days of travel completion. After the ten (10) CITY Day submission timeframe, the CITY agrees to reimburse UN ION Members within fifteen (15) CITY days for travel, training, ambulance transport, wildland deployment, or paramedic tuition.

Section 9.

All CITY Fire Department Employees shall follow all injury reporting requirements and conditions in accordance with the CITY Personnel Policy Occupational Injury Section XXIV.

The CITY Fire Department may require a City Fire Department Employee, who has been diagnosed with a work-related illness or injury, to report to work in a Light-Duty capacity. This requires a signed

Medical Release Form from a licensed medical provider listing any work restrictions. The CITY Fire Department defines Light-Duty as a place wherein a CITY Fire Department Employee is allowed to work within the limits of their Medical Release Form restrictions. Light-Duty is temporary and must meet the needs of the CITY Fire Department. All CITY Fire Department Employees are to maintain their professional certifications within the limits of their restrictions whenever possible.

The CITY Fire Department Employee who is injured while On-Duty and no work restrictions are noted on Medical Release Form shall report back to the immediate Supervisor and return to their previously assigned position. If work restrictions are listed on the Medical Release Form, the Employee shall report back to the immediate Supervisor and then to the Battalion Chief to work as their Aide. The Employee will continue to work as a Battalion Chief Aide for the duration of their multiple shift assignments or until the first business day of the week is reached. Then, the Employee will report to Admin Deputy Chief at 0800 to be assigned a Light-Duty Supervisor. After a discussion, the Employee's work schedule will be assigned by a Light-Duty Supervisor of either four (10-hour days) or if necessary five (8-hour days) but not to include any overtime assignments. Short term Light-Duty not to exceed 112 hours and long term converted Light-Duty not to exceed 80 hours per pay period. The CITY Fire Department will allow follow-up medical appointments with no charge to Sick Leave accrual.

The CITY Fire Department Employee who is injured while Off-Duty and has work restrictions listed on the Medical Release Form may request Light-Duty. If desired, the Employee will submit a written request and the Medical Release Form to Admin Deputy Chief for the possible assignment to Light-Duty. Off-Duty Light-Duty is not guaranteed and is managed on a case-by-case basis as restrictions and availability permit. The CITY Fire Department Employee shall use Sick Leave for any follow-up medical appointments while on Off-Duty Light-Duty.

Section 10.

The CITY will provide TVs and barbeques at each station for use by UNION members. CITY will gain ownership of existing TVs and barbeques. The CITY will pay for the use of propane in the barbeques and refill of cylinders. CITY will replace or repair TVs and barbeques as needed. Beginning October 2021, the CITY will provide TV services to each station that will be similar to current services. (2021 Direct TV business Xtra package or equivalent from another vendor)

ARTICLE XV- MISSION STATEMENT

The Idaho Falls Fire Department is committed to providing Professional Life Saving Services ensuring the safety and security of our community.

ARTICLE XVI - CORRESPONDENCE

Section 1. Respond in Ten (10) Days

The parties hereto shall acknowledge any correspondence in writing within ten (10) days, exclusive of weekends and holidays, from date such correspondence is received.

Section 2. Waiver in Case of Emergency

In cases of circumstances beyond the control of CITY, such as an act of God, riot, civil disorder, and other similar acts, the following conditions of this Agreement shall be automatically suspended by the appropriate public official without recourse from UNION.

1. Time limits for management replies on grievances and correspondence.
2. Assignment of employees to work without regard to their employment classification and such assignment shall not be subject to the grievance procedure upon termination of the emergency.

ARTICLE XVII- GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of this Article XVII is to provide for a mutually acceptable method for the prompt consideration and equitable settlement of employee grievances and disputes over the interpretation and application of this Agreement.

Section 2. Informal Step

Every employee shall have the option of presenting alleged grievances to UNION in writing. UNION will counsel the employee regarding whether UNION should use the formal Grievance Procedure in Section 3 of this Agreement. UNION may follow the formal Grievance Procedure in Section 3 of this Agreement.

Any grievance not taken up by UNION within twenty (20) calendar days after knowledge of occurrence of the circumstance out of which the grievance arose shall not be formally presented nor considered at a later date by UNION.

Section 3. Formal Grievance Procedure

- Step 1. UNION spokesperson shall present a formal grievance in writing to the employee's immediate supervisor, who should hold the rank of not less than a Battalion Chief or Division Chief, with a copy to the Fire Chief, not later than thirty (30) calendar days after knowledge of occurrence of the circumstance out of which the grievance arose.
- Step 2. The supervisor receiving the formal grievance shall render a decision in writing within seven (7) calendar days after receipt of the grievance.
- Step 3. Failing to reach a satisfactory understanding or adjustment at Step 2, the grievance will be presented in writing to the Fire Chief.
- Step 4. The Fire Chief shall render a final decision regarding the grievance in writing to the employee and to UNION within ten (10) calendar days after receipt of the formal grievance.
- Step 5. If the grievance is still unsettled, any party to the grievance may, within ten (10) calendar days following the decision of the Fire Chief, have the right to have the matter arbitrated

by a third party jointly agreed upon by CITY and UNION. If the parties are unable to agree upon an arbitrator, the Federal Mediation and Conciliation Service shall be requested to submit the names of five (5) arbitrators.

CITY and UNION shall alternately strike a name from the list (the first to strike shall be determined by lot) until the name of one (1) individual remains. The remaining person shall be the arbitrator. The designated arbitrator shall hear both parties over the disputed matter and shall render a decision within thirty (30) days which shall be final and binding. The arbitrator shall have no right to amend, modify, nullify, ignore, or add provisions to this Agreement, but shall be limited to consideration of the particular choice(s) presented. The arbitrator shall not have the right to make any punitive awards. Expenses for the arbitrator shall be borne jointly by the parties concerned; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

Section 4.

All decisions rendered under this grievance procedure shall be fair and just and free of arbitrary or capricious action.

Section 5.

It is expressly understood and agreed that the mere circumstance that any member of UNION shall exercise any authority or function under the provisions of Article XVII - Grievance Procedure, shall not be the sole determining factor in deciding the issue or question whether or not such UNION Member is exercising management power which could cause the UNION Member to be excluded from the Union.

ARTICLE XVIII - PREVAILING RIGHTS

Section 1. Rights Retained Unaffected

All rights, privileges, and obligations enjoyed by the personnel of the Fire Department at the present time which are not included in this Agreement shall remain in force, unchanged and unaffected in any manner by this Agreement. Such rights, privileges, and obligations, however, may be altered or canceled by the Fire Chief after mutual consent of UNION and the Fire Chief.

It is agreed and understood that this article is subject to the Management Rights Clause.

ARTICLE XIX - NO STRIKE CLAUSE

UNION agrees that during the term of this Contract there shall be no strikes, slowdowns, stoppage of work, or any interference with the efficient management of the Fire Department.

ARTICLE XX – VACATIONS

Section 1.

Vacations shall be granted and guaranteed as follows:

56 - Hour work week employee

0-4 years	7 shifts	168 hours	6.46 hrs per pay period
5-9 years	9 shifts	216 hours	8.31 hrs per pay period
10-14 years	11 shifts	264 hours	10.15 hrs per pay period
15-19 years	12 shifts	288 hours	11.08 hrs per pay period
20 or more	13 shifts	312 hours	12.00 hrs per pay period

40 - Hour work week employee

0-4 years	17.5 working days	140 hours	5.38 hrs per pay period
5-9 years	20 working days	160 hours	6.15 hrs per pay period
10-14 years	22.5 working days	180 hours	6.92 hrs per pay period
15-19 years	27.5 working days	220 hours	8.46 hrs per pay period
20 or more	30 working days	240 hours	9.23 hrs per pay period

Vacation Slot

Any additional shift personnel added beyond the number of 38 personnel per shift will require one vacation spot for every nine (9) personnel per shift (i.e., 9 = 1, 18 = 2, 27 = 3, etc.).

Vacation Carry Over

Firefighter vacation carry at two (2) years of the maximum amount for shift employees (624 hours), for 40-hour work week employees (480 hours).

Unused vacation time to which a shift Fire Fighter is entitled in any calendar year may be used by them 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; A shift Fire Fighter may, however, use accumulated vacation time to extend Sick Leave and Death in Family benefits.

Retirement/Separation Payout

Retirement payout for shift personnel shall be up to 624 hours and for 40-hour employees shall be up to 480 hours.

Pay in Lieu of Vacation in Event of Separation.

An employee who retires or separates from the City voluntarily and who is eligible for vacation benefits shall elect to receive their balance by deposit into their PERSI Choice account, City-offered deferred compensation programs (401K or 457), or be converted to cash. Vacation benefits will be up to and not exceed 26 shifts (624 hours) for shift personnel or 60 days (480 hours) for 40-hour work week employees.

An employee who separates from the City involuntarily or is terminated and who is eligible for vacation benefits shall receive a lump-sum payment in lieu of such vacation. Vacation benefits will not exceed 13 shifts (312 hours) for shift personnel or 30 days (240 hours) for 40-hour work week employees.

Section 2.

Vacations shall be granted at any time during the calendar year. Selection for the vacation period shall be based on seniority with the firefighter with the highest seniority having first choice, continuing in this order down to the last employee with the least seniority.

Section 3.

To facilitate the orderly selection and taking of scheduled vacation time, the following policy shall be followed:

1. Battalion Chiefs will begin first round of vacation picks no later than December 1st and will complete the five (5) rounds of vacation picks no later than January 31st. The employee will have 48 hours after verbal notification from the BC for vacation selection. If the BC is unable to get a hold of employee that is off duty, the BC will leave a voice message or text informing the employee of their turn of vacation selection. Comp-time hours may not be scheduled during first, second, third, fourth and fifth round vacation selection at the first of the year. Vacation selection by Battalion Chiefs will not affect vacation selection of other personnel.
2. First, second, third, fourth and fifth round vacation selections will be chosen according to seniority on each platoon. Any subsequent vacation request for first, second, third, fourth and fifth vacation shall be approved if the position is available.
3. Six (6) firefighters may schedule advance vacation at the same time on any one (1) battalion, subject to the provisions of Item Nos. 2 and 4, of Section 3 of this Article.
4. A sixth or seventh vacation position may be scheduled within thirty (30) days of a shift requested, but determination to allow such vacation will not be made until 5 p.m. the evening prior to the shift involved. This determination will be made only if the on-duty personnel scheduled for that forty-eight (48) hour set will remain at minimum staffing levels or above and will not interfere with Fire Department activities.
5. A minimum charge for vacation will be one (1) hour and additional leave will be charged in multiples of one (1) hour. Any portion of an hour will be charged as a full hour.
6. Cancelling scheduled vacation is discouraged. It will be permitted, however, if it is canceled one-hundred-twenty (120) hours before it is scheduled to begin. Cancellation of any scheduled vacation should be announced to the platoon involved at the first opportunity so that others may have a chance to use it. Vacations may be canceled at any time for any reason if there is one (1) or more vacation positions available for that shift.

7. All requests for scheduling or canceling vacations shall be called in to the Battalion Chief on duty or designee and the time will be logged. Approval or denial shall be made by the Battalion Chief on duty or designee.
8. Each round of vacation picks will be chosen in consecutive order, including one day of twenty-four (24) hours Kelly time, if applicable. For example: February 2, February 3, Kelly time February 8, February 9, February 14, February 15 would be a pick using five (5) vacation shifts but having six (6) shifts off including the Kelly time. Each round would enable a new consecutive pick. If a member uses just twenty-four (24) hours one (1) shift as a round pick, that round is complete.

ARTICLE XXI - VACANCIES AND PROMOTIONS

The staffing requirements of the Fire Department shall be established by the Chief of the Department as an administrative procedure. Minimum staffing for all "In Service" Engines will be three (3) personnel. Minimum staffing for all "In Service" Advanced Life Support (ALS) Ambulances will be one (1) Paramedic and one (1) EMT. Minimum Staffing for all "In Service" Basic Life Support (BLS) Ambulances will be two (2) EMTs. The Chief of the Department or their designee shall establish when units are needed to be "In Service." Vacancies occurring in the permanent promotional ranks shall be filled within thirty (30) days after an appropriate promotional exam is given and eligibility list is established.

A representative from UNION offers input, in the form of communicating positive and negative criteria of a firefighter candidate to the Fire Department's hiring committee, when hiring new Fire Department employees who are or will be covered by this Collective Bargaining Agreement. UNION representative observing in the Entry Level interview and provide a written positive and negative criteria to the Chief prior to the selection process.

ARTICLE XXII - COMMITTEES

Health and Safety Committee

Section 1.

A Health and Safety Committee shall be established and shall serve in an advisory capacity to the Fire Chief. The Committee shall include a representative of the Fire Department Management, a UNION representative, and one (1) representative of each position, including Training Officer and Fire Prevention Division. The member of management and the representative holding the rank of Captain will act as the committee co-chairs and conduct the meetings. The UNION representative will be selected by UNION, but other Committee Members shall be recommended by UNION and approved by the Fire Chief. The Health and Safety Committee has the authority to enlist the help of other persons when needed.

Section 2.

The purpose of the Health and Safety Committee shall be to conduct research, develop recommendations, and study and review matters pertaining to occupational safety and health within the Fire Department.

Section 3.

Meetings shall be held at least once every three (3) months. Meetings shall be scheduled by the Secretary of the Committee and coordinated with the member of management on the Committee. Written minutes of each meeting shall be retained and shall be made available to all members.

Training and Technologies Committee

Section 1.

A Training and Technologies Committee shall be established and shall serve in an advisory capacity to the Fire Chief. The Committee shall include a representative of the Fire Department Management, a UNION representative, and one (1) representative from each position, including Training Officer and Fire Prevention Division. The member of the management and the representative holding the rank of Captain will be the Training Committee co-chairs and conduct the meetings. The UNION representative will be selected by the UNION, but other Committee Members shall be recommended by the UNION and approved by the Fire Chief.

The Training and Technology Committee has the authority to enlist the help of other persons when needed.

Section 2.

The purpose of the Training and Technology Committee shall be to conduct research, develop recommendations, and study and review matters pertaining to training, new equipment, and new technology within the Fire Division.

Section 3.

Meetings shall be held at least once every three (3) months. Meetings shall be scheduled by the Secretary of the Committee and coordinated with the representative of the Fire Department Management. Written minutes of each meeting shall be prepared and made available to all members.

ARTICLE XXIII- RETIREMENT CONTRIBUTIONS FOR PERSI FIREFIGHTERS

For purposes of this Article XXIII, the following terms shall have the meanings as ascribed below:

FIREFIGHTER: Any firefighter employed by CITY as of July 17, 2012, and also all future firefighters employed by CITY, provided that such employees (1) are/were now members of PERSI as of July 17, 2012, or were members of PERSI as of such date, and (2) are now or will be represented by UNION for collective bargaining purposes.

IAFF: The International Association of Firefighters Local 1565.

PERSI: The Public Employee Retirement System of Idaho.

Social Security and Medicare Refund

On behalf of all firefighters impacted by the Firefighter Referendum and related Section 218 Agreement, CITY is hereby authorized to and will forthwith file for refunds of all past employee and employer FICA and Medicare contributions made by or for the benefit of each of such firefighters. Upon receipt of said refunds, CITY will make a one-time contribution equivalent to the employer portion of the refund into individual PERSI Choice 401(k) Plan accounts established by each firefighter. If approved by PERSI, this one-time contribution will be treated as an Employer Contribution in the Plan and will be limited to the amount of the employer contribution refund for each firefighter less any charges, expenses, or retirement withholdings imposed upon CITY by the United States Government and/or PERSI. The employee's portion of the refund plus any IRS accrued interest received by CITY shall be distributed by check payment to each employee.

Future Retirement Contributions

Commencing with the August 3, 2012, payroll and continuing with each regular paycheck thereafter, CITY shall, in lieu of paying Social Security and Medicare contributions where applicable, on behalf of each firefighter employee, pay into each PERSI Choice 401(k) Plan account established by such firefighters, an amount equal to the matching employee and employer contributions that would have otherwise been paid for each firefighter pursuant to U.S.C Title 26, Chapter 21 - the Federal Insurance Contributions Act, less any charges, expenses, or retirement withholdings imposed upon CITY by the United States Government and/or PERSI. To be eligible for employer contributions, each firefighter must file a PERSI Choice 401(k) Deferral Election form with the Department of Human Resources that authorizes CITY to withhold employee contributions rounded up to a whole percentage of earnings and remit such contributions to each PERSI Choice 401(k) account. Future PERSI Choice employer contributions rounded up to a whole percentage that is nearest to the FICA defined employer contribution rate are contingent upon continued authorization from each firefighter to match FICA defined employee contribution rates rounded up to a whole percentage of earnings. Firefighters must file modified 401(k) Deferral Election forms with the Department of Human Resources as contribution rates change. The parties intend that these matching contributions be treated as Employer Contributions to each individual firefighter's PERSI Choice 401(k) Account and will be governed by the rules, regulations, and laws applicable to PERSI.

CITY makes no warranty or representation that such retirement contributions are exempt from Federal, State, or PERSI withholdings or income taxation required by law. In the event any court or administrative agency of competent jurisdiction determines that such tax or withholdings are required by law, then CITY may, and is hereby authorized to make such withholdings as required by law, with respect to compensation paid to each firefighter after the date of such determination.

This Agreement shall remain in effect for the life of any collective bargaining agreement between the parties unless mutually agreed otherwise by both parties or until the adoption of a subsequent Section 218 Agreement which has the effect of modifying coverage for firefighters under the Social Security Act and related Federal Insurance Contribution Act.

**ARTICLE XXIV- DEPLOYMENT OPERATIONS, COMPENSATION, AND MILITARY
LEAVE**

1. CITY will pay any CITY Fire Department employee who leaves the CITY under deployment on behalf of a requesting agency as part of but not limited to: Wildland Firefighting, Structure Protection, Search and Rescue, Emergency Medical Services, Water Rescue, and/or Hazardous Materials Responses.
 - A. The CITY Fire Department employee will be paid “straight time” for their normally scheduled respective shifts. For days not regularly scheduled, CITY Fire Department employee will be paid at a minimum of sixteen (16) hours at overtime rate except for deployment travel days. Deployment travel days will be paid at an hour for hour at overtime rate. The rate will be at two (2) times the base hourly rate for each hour worked up to the 16 (sixteen) hour minimum.
 - B. The CITY Fire Department Employee will not be allowed to accrue Comp-Time as a means of compensation during deployment.
 - C. The CITY Fire Department employee will be paid by CITY and will retain all benefits and insurance during deployment.
 - D. CITY shall be reimbursed through separate contract by requesting agency.
 - E. This agreement for reimbursement shall apply even where the CITY Fire Department employee is deployed as part of an apparatus crew or as a single resource.
 - F. The CITY Fire Department employee shall assist CITY by providing CITY with all required documentation, statements and/or other evidence related to deployment in support of CITY's attempt to receive reimbursement by the requesting agency.

Military Leave

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 to be as follows:
 - a. Up to a total of one hundred twenty (120) hours for an employee who normally at a rate of eight (8) hours or ten (10) hours per day or works other alternate workdays that equal thirty-five (35) to forty (40) working hours within a pay week or seventy (70) to eighty (80) hours in a bi-weekly pay period.

OR

Up to a total of one hundred sixty-eight (168) hours for an employee who normally works fifty-six (56) hours in a pay week at a rate of eleven and two tenths (11.2) hours per day.
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 (3) 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 the City employment, receive credited service hours for regularly scheduled hours away from work 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.

ARTICLE XXV- COMPENSATION

Section 1.

Provide compensation for paramedics as follows: The next closest pay period following:

- A. Receipt of Certification and assigned to work independently as a paramedic after successful education period / Base Rate + fifteen (15%) percent.

Section 2. Voluntary Decertification

Any paramedic who voluntarily surrenders paramedic certification with the State of Idaho, or who allows certification to lapse, within eight (8) years after assignment as a paramedic, will lose all paramedic certification pay immediately upon decertification. Any paramedic who voluntarily decertifies or allows their certification to lapse eight (8) years or more years after such assignment will have their paramedic certification pay reduced in the following manner:

1. If a paramedic surrenders certification prior to the expiration of their normal certification period, then all paramedic certification pay will be immediately discontinued at the commencement of the first full pay period following the loss of certification, or
2. If a paramedic allows their certification to lapse at the end of the normal certification period, then paramedic certification pay will be reduced upon the commencement of the first full pay period in which CITY grants a general pay increase to firefighters covered under this Agreement, and in an amount equal to the same percentage pay increase given to firefighters that year and each year thereafter, until such time as the firefighter no longer receives paramedic certification pay.

Despite the foregoing, paramedics will continue to be eligible for regular step increases in accordance with Appendix A of the contract.

Section 3. Involuntary Decertification

Any paramedic whose certification has been involuntarily revoked by the State of Idaho will lose all paramedic certification pay upon the commencement of the first pay period following their decertification.

Section 4. Captain/Driver Paramedics

Paramedics promoted to the rank of captain or driver will be placed in the appropriate pay grade and step level rate of pay which most closely corresponds to but is higher than the step level of pay (less paramedic certification pay) prior to promotion. In addition, if the employee, upon promotion, continues to maintain their paramedic certification the employee will receive paramedic compensation in amount not to exceed eight (8%) percent of their pay grade and step level. However, if the employee's hourly rate of pay following promotion (including paramedic certification pay) is not greater than their hourly rate of pay prior to promotion (including paramedic certification pay), the employee will be moved to the next appropriate step plus paramedic certification pay not to exceed eight (8%) percent of the pay grade and step level. The effective date of the promotion becomes the new title classification anniversary date.

Any captain or driver paramedic who voluntarily surrenders paramedic certification with the State of Idaho or who allows certification to lapse will have their paramedic certification pay reduced in the following manner:

- 1) If a captain or driver paramedic surrenders certification prior to the expiration of their normal certification period, then all paramedic certification pay will be immediately discontinued at the commencement of the first full pay period following the loss of certification, or
- 2) If a captain or driver paramedic allows their certification to lapse at the end of the normal certification period, then paramedic certification pay will be reduced upon the commencement of the first full pay period in which CITY grants a general pay increase to firefighters covered under this Agreement, and in an amount equal to the same percentage pay increase given to firefighters that year and each year thereafter, until such time as the firefighter no longer receives paramedic certification pay,
- 3) Any captain or driver paramedic whose certification has been involuntarily revoked by the State of Idaho will lose all paramedic certification pay upon the commencement of the first pay period following decertification.

Captain Driver/Paramedics will still be eligible for regular step increases in accordance with Appendix A of this Agreement.

Section 5. Probationary Firefighters

Firefighters who start their employment with the Idaho Falls Fire Department and hold a current paramedic certification applicable to the State of Idaho will first be evaluated by the Fire Department prior to receiving paramedic pay.

Section 6. Non-Discrimination

Paramedic certification shall not prohibit equal and fair consideration for promotions or overtime related to job duties, continuing education and attendance at mandatory classes.

Section 7. Paramedic Selection

Paramedic school selection will be determined by the City. Personnel choosing to attend paramedic school without the approval of the City will not be compensated for tuition nor certification and have no expectation of being utilized as a paramedic.

This selection shall include a Fire Department interview and an established competitive process to select the best candidate(s) for paramedic school. The program the City intends to send students to will be made known before the selection process begins.

All costs associated with attending paramedic school which include, but may not be limited to; tuition, books, labs, alternate school uniforms if required and time off to attend didactic, lab and clinical rotations shall be paid by the City. The employee should not incur any personal cost for the attendance or completion of the City selected Paramedic Program.

If the employee chooses to pursue an associates or bachelor's degree, which some schools offer, that cost may be paid for by the employee and submitted to the City for reimbursement through the established educational reimbursement program.

The City may choose to determine future paramedics by hiring currently certified NREMT and/or State of Idaho licensed capable paramedics.

Should the paramedic candidate not successfully complete the selected paramedic licensure process for reasons to include but not limited to failing the program, behavior causing ejection from the program, or failing to pass the licensure testing process, the costs associated may be recouped by the City through a payment plan established individually not creating an undue hardship burden on the employee. Incompletion of the program due to no fault of the student shall not constitute an unsuccessful completion.

A selected paramedic who has received City sponsorship of a paramedic education who successfully completes the education, certification and is assigned to work independently as a paramedic who voluntarily separates from the City within three (3) years of independent assignment will be charged a prorated fee for all costs associated with attending paramedic school which include, but may not be limited to, tuition, books, labs, and alternate school uniforms. This shall also be conducted through an established payment plan. Prorated fee will be leaving before the 3rd anniversary – 33% of the cost. Leaving before the 2nd anniversary – 66% of the cost. Leaving before the 1st year anniversary – 99% of the cost.

ARTICLE XXVI·OUT OF CLASSIFICATION WORK

Fire Personnel working out of classification will receive compensation based upon the following.

Working out of classification as a Driver will be compensated at 5.5% of the employee's base wage.

Working out of classification as a Captain will be compensated at 6.0% of the employee's base wage.

Working out of classification as a Battalion Chief or Fire Marshal will be compensated at 6.5% of the employee's base wage. Working out of classification compensation will be paid on an hour for hour basis.

Two (2) people working out of classification per rank per shift will be allowed. Any additional need will be met by standard call back procedure. If a staffing shortage requires overtime, personnel hired shall be of the rank or position which eliminates the need for personnel working out of classification.

**ARTICLE XXVII- RULES GOVERNING COMPETITIVE EXAMINATIONS,
QUALIFICATIONS, APPOINTMENTS, PROMOTIONS, DEMOTIONS AND
DISCHARGE OF EMPLOYEES**

The following are the rules and regulations governing competitive examinations, qualifications, appointments, promotions, demotions, and discharge of all employees under the Fire Department and any other positions not specifically listed in City Ordinance or Rule.

1. The CITY shall have sole charge of the selection of personnel for the eligibility list from which original appointments, grade and rank, promotions shall be made to all sworn positions in the Fire Department except for the Chiefs of said departments and any other positions appointed and not competed for within these rules.
2. The eligibility list for the Fire Department shall be kept in the custody of Human Resources.

GENERAL PROVISIONS

1. No appointment shall be made except under the laws of Idaho, the Ordinances of the City of Idaho Falls, and this contract with the UNION.
2. No person shall be eligible for appointment in the Fire Department who is not eligible to work in the United States, or who is not eligible to obtain the required certifications and licenses as determined by the Chief to perform the essential functions in the fire department.
3. No person shall be eligible for appointment in the Fire Department who has not passed their 18th birthday or who is not eligible to obtain the required certifications and licenses as determined by the Chief to perform the essential functions in the fire department.
4. All members of the Fire Department are required to give their undivided attention to their designated work and are prohibited from engaging in any other business that will interfere or conflict with their duties while members of these departments.
5. No member of the Fire Department will be permitted to accept gratuities or rewards of any kind.
6. Fire personnel are expected to observe the same laws that they are sworn to enforce, and no extra privileges or immunities are granted to either.
7. Violation of any of these general provisions, any City Ordinance, or department rules by any member of the Fire Department under these rules shall be considered cause for disciplinary action, including termination.

APPLICATIONS

1. All applicants for the positions within the Fire Department must be able to speak, read and write the English language, and must have a high school diploma or G.E.D. Certificate or its equivalent. In cases where special technical, professional, or scientific knowledge and experience are required, the CITY may demand certificates or competence or other proof of training and ability. All applications for examination for positions in the Fire Department shall be

presented to the CITY on a prescribed form, giving such evidence, in the form of their knowledge, skills, abilities and other required qualifications.

2. "Job Interest Forms" will be filed with the Department of Human Resources in a manner to be determined by that office. At such time that a beginning examination is to be given, all persons having submitted an "Interest Form" will be notified of application procedures and testing dates.
3. An application that has been accepted by the Department of Human Resources shall not be returned to the applicant for any reason.
4. An incomplete or defective application shall not be accepted and shall disqualify the applicant for consideration.
5. Proof at any time produced to the CITY of behavior that would negatively impact an ability to perform the essential functions of the job by an applicant or person on the eligible list or of any false statements made by him or her in the application or in the examination or of any criminal act committed by the applicant or of dismissal for cause from public service may be deemed cause to exclude an applicant from examination and/or removal from the eligible list.
6. The CITY may secure and consider any other information as it may deem desirable for the purpose of determining whether any applicant is eligible under these rules and regulations, the Ordinances of Idaho Falls and the laws of Idaho to occupy the position applied for.

MEDICAL PHYSICAL STANDARDS

1. Applicants for original appointment in the Fire Department must meet all bona fide medical and physical requirements of the appointing department, as a condition for their appointment with the CITY.
2. All offers of employment by the appointing officer shall be made conditional upon the issuance of a certificate by a qualified medical examiner certifying that the appointee meets all bona fide medical and physical requirements of the appointing department. All medical examinations shall be made by a medical examiner designated by the City or experts working on behalf of the City. The results of each medical examination and each certificate shall be filed with the Department of Human Resources in compliance with HIPAA and other relevant regulations.

EXAMINATIONS

1. Examinations shall be practical in their character and shall be designed to test fairly the intelligence, competency, suitability, and character of the applicants to discharge the duties of the service for which they seek to be appointed.
2. Merit and fitness for appointment and promotions shall be determined by and upon competitive examinations. The passing grade for beginners shall be seventy percent (70%).
3. The CITY shall list preliminary requirements for examinations.

4. Actual conduct of every examination shall be under the direction of the City or experts acting on authority of the City. The City shall in the examinations give such relative importance to the different subjects or matters of examination, whether written or physical or to experience, occupation or training as it deems fit. At or before the commencement of every examination the weight to be given every section included in the examination shall be determined. The time to be allowed for each examination also will be announced.
5. Oral examinations or special practical tests of fitness for the particular positions in the fire department may be ordered by the CITY.
6. Entry level examinations for the Fire Department shall be given as the service may require. The CITY will notify entry level applicants, whose applications have been filed, to appear for any examination by giving the applicant at least ten (10) days' notice. Entry level examination notices shall also be posted to the Department of Human Resources web page and published once in a newspaper of general circulation at least ten (10) days prior to the date of the examination.
7. Applicants for appointment are subject to written and oral examinations. Applicants with eligible written exam scores will be notified and advised to participate in a non-discriminatory assessment. In addition to physical agility assessments, eligible applicants will appear for oral interviews or other exams.
8. Physical examinations may be made by a physician or health care provider designated by the CITY only after a conditional offer of employment has been made to the applicant. Such examination shall demonstrate the applicant is of sound health and physically able to perform the essential functions of the position to which they seek appointment.
9. Instructions and rules governing examinations will be explained to candidates prior to the start of test by the chief examiner or test proctor. Candidates who fail to follow examination rules and instructions given at the time of the exam will not be allowed to complete the testing process. In addition to any verbal instructions given at the time of the exam, the following rules will govern all examinations.
 - a. Applicants will carefully read any printed rules distributed at the time of the exam and/or listen closely to any verbal instructions. Applicants will be bound by any written and verbal rules or instructions given prior to the date of the exam or immediately preceding the commencement of the exam.
 - b. Applicants will examine the question-and-answer sheets when received and verify that they are in proper order; applicants will be held responsible for all errors and omissions therein.
 - c. Prior to leaving their desk, all applicants shall turn in any examination papers to the exam administrator, and the applicants shall forfeit the right to modify or complete any portion of the examination after submission unless an applicant can demonstrate a bona fide medical or other emergency involving extreme risk to life or limb. Reasonable accommodation shall be made for any disability, provided such disability is made known to the examiner prior to the commencement of the examination.

- d. All answers must be written on paper furnished for that purpose by the examiner or by other means as instructed by the examiner.
 - e. No pencil work will be allowed on the examination books unless instructed to do so. Pencil and scratch paper may be used if supplied by the examiner; used scratch paper must be turned in with the examination paper.
 - f. No help will be allowed except such as appears on the question sheets or in the instructions given to applicants.
 - g. Any applicant who may be detected cheating by consulting any printed or written matter during the examination will be dismissed from the room and receive a failing score. All conversation between competitors during any examination is strictly prohibited. Any applicant speaking to a competitor on any pretense or answering if spoken to will be dismissed from the room and receive a failing score.
 - h. It is absolutely forbidden to copy or attempt to read the sheet of another or to make any sign or in any manner seek to impart or receive any information during an examination, under penalty of dismissal from the room and receipt of a failing score.
 - i. All necessary explanations will be made, when practicable, to the whole number of competitors.
 - j. All examination papers must be handed in together with the answers when the examination is completed and must not be taken from the room.
 - k. Smoking shall not be permitted during the examination.
10. The CITY may after delivery of notice to the applicants in the manner set forth in paragraph 6 of this Rule, require an oral examination by subject matter experts of eligible applicants who successfully pass the written examination. The score of the oral examination will be determined by the chief examiner or CITY based upon the statements made by the applicants regarding their knowledge, skills and abilities for the position or other job-related questions that may be given to the applicants. The opinion of the former employers associates and others may be sought and their statements investigated.
11. Participants in the physical agility exam and oral exam will be limited to the number of candidates agreed upon by the Chief of the department. The number of candidates may be limited to thirty (30) candidates based on the rank of the written examination scores, absent exigent circumstances.
12. The general average will be determined upon the score obtained in the written examinations, the oral examinations, and the physical agility examinations. As described in paragraph 4 of this Rule, the actual weight to be assigned to each examination will be determined by the City.

ELIGIBILITY LIST

1. The CITY shall keep records of all applicants who are placed on the eligible list, which records shall show the results of the examination of each applicant and show such other data as shall indicate the relative qualifications of all applicants upon such list. All persons who have been on the eligible list for one (1) year without appointment or promotion in grade, who shall refuse a tendered appointment, or who have requested removal from such list shall be removed from the eligible list and can only be returned thereto after reapplication and re-examination. An applicant may sit for one or more written examinations; however, the applicants' eligibility for appointment shall be determined by reference to the most recent score.
2. The names of all eligible candidates shall be placed on the eligible list in the order of their standing in the examination. The CITY reserves the right to announce additional testing dates if needed to generate a viable list of eligible candidates for consideration. Against each name shall be noted the date of the examination, the date on which the name was entered on the list and the average rating.
3. When two (2) or more entry level eligible candidates have received the same average rating, they shall hold the same ranking on the eligible list.
4. The entry level eligible list shall show the persons eligible for positions in each classification.
5. Applicants may be enrolled on the eligible list for more than one position.
6. Applicants, whose names are placed on the eligible list, shall notify the CITY of any change of address while their names remain on such list.
7. Applicants whose names are on the eligible list may accept temporary appointment under another classification without losing their position upon the eligible list.
8. Where an examination for any grade is held before the eligible list for that grade is exhausted, a new list shall be prepared after such examination. The persons upon the former eligible list who have not been examined for the new eligible list shall respectively be placed upon the new eligible list in the position to which the percentage of their aggregate marking upon their former examinations would entitle them if such marking had instead been given them upon the new examination and shall continue thereon until the end of their term of eligibility. The CITY shall have the discretion whenever in its judgment the interest of the public service requires, to order a reexamination of applicants for any position and shall have power to correct any error and amend or revoke any schedule, list, or other paper or record where it appears that any error or injustice has been done. When any person whose name appears on an eligible list has for any reason become ineligible or no longer possesses the necessary qualifications for appointment to the public service, the City may strike such name from such list.

CERTIFICATION AND APPOINTMENTS

1. Whenever a position or place of employment or vacancy in the Fire Department is to be filled, the appointing authority shall request and the Department of Human Resources shall certify to the appointing authority, as soon as possible after such request, the names and records of three times

the number of persons necessary to fill such position based on their ranked scores as shown on the eligibility list. If two or more candidates have identical rankings, then all candidates ranked within the top three scores will be certified to the appointing authority. In all cases the names of those having the highest standing on the eligible list shall be certified to the appointing authority, provided, however, that if an insufficient number of names appear on said eligible list at such time, the Department of Human Resources shall certify all names thereon. The appointing authority shall make appointments only from the lists so certified and preference shall be given, from among those certified, to persons who are then employed in the class or grade next below the position filled, if applicable.

2. The requisition shall state the title, character and duties of the position, the compensation to be paid and whether the position is permanent or temporary.
3. Upon receipt of the requisition the Department of Human Resources shall certify to the appointing officer names of candidates having the three highest ratings on the eligible list most nearly appropriate to such position, provided that no name shall be certified more than three (3) times to the same appointing officer for the same or a similar position except at the officer's request. The certificate shall state the relative standing of each person certified and their contact information.
4. The appointing officer shall make selection from the names certified; the appointing officer may request replacement names in the order of ranking on the eligible list if they can show evidence that any certified names do not meet the eligibility criteria of the department.
5. Whenever the appointing officer, who shall have made a requisition to fill a certain number of vacancies, shall appoint a number smaller than the vacancies named he shall not make selection from the whole number certified but only from the number of names standing highest upon the list that would have been certified had the requisition stated the number of vacancies which were actually filled.
6. Upon appointment and employment, the appointing officer shall report to the Department of Human Resources the name of such appointee, the title and duties of the position, the date of the commencement of service and the salary thereof and such other information as required.
7. The person selected for appointment or promotion shall be duly notified by the appointing officer and, upon accepting and reporting for duty, shall receive from such officer an appointment for a probationary period of twelve months, provided the applicant meets ability and other requirements determined by the department essential to the position held.
8. Should the work for which probationers have been certified prove temporary, and they are laid off without fault or delinquency on their part before their time of probation is completed their name shall be restored to its position on the eligible list and the term they served shall be credited on their probationary period.
9. The name of any person certified as eligible for probationary appointment who shall decline an appointment shall be stricken from the list from which such certification is made, unless such

declination be for temporary inability, physical or otherwise, the evidence of which must be acceptable to and approved by the Department of Human Resources.

10. The failure of an eligible person to accept employment within five (5) days after an offer of appointment shall be considered a declination.
11. On notification from an appointing authority that a person named in a certification has declined appointment, such certificate shall be completed by the addition of the name of the eligible person next in order.
12. If a person who is not entitled to certification is appointed, their appointment upon due notification from the Human Resources Department to the appointing authority shall be revoked.
13. Whenever the CITY has been unable to establish an appropriate and adequate eligible list or after the CITY has determined after due notice that an eligible list cannot be created through giving competitive examination, the CITY may permit a permanent appointment to be made by the appointing authority subject to such of these rules and regulations. The persons so appointed shall occupy the position to which he they were appointed with like effect as if they had otherwise qualified hereunder.
14. All persons appointed to or promoted in the Fire Department shall be assigned to and perform the duties of the position to which they are appointed or promoted.
15. Applicants who have had two (2) years' comparable experience as a public safety officer in a comparable city may enter the service in the grade of Senior Firefighter after completion of their probationary year, provided they meet requirements of the CITY and standards of the Idaho Falls Fire Department. A comparable city shall be considered a city with a Fire Department with the standards comparable to Idaho Falls Fire Department. The decision of which cities or agencies are comparable with the Idaho Falls Fire Department will be made by the Chief of the Department when hiring applicants with two (2) or more years of experience.
16. Any applicant who, while employed as a Firefighter in good standing, voluntarily terminated his or her employment with the City of Idaho Falls may upon written request to and approval from the appointing Chief and in accordance with the Rules of the CITY and this agreement, be rehired without taking an examination provided:
 - a. The applicant is otherwise qualified for the position; and
 - b. The request does not displace another firefighter.

SUBJECTS FOR DISCIPLINARY ACTION OR DISMISSAL

1. All appointments to positions of employment under the Fire Department shall be upon a probationary basis for a period of twelve (12) consecutive months of full-time employment within the department in the same or higher grade. During said probationary period such employee may be discharged with or without cause without recourse under these rules. After such period of probation, all employees shall hold an office or place of employment, only during good behavior and continued acceptable performance. Any such employee may be removed or discharged,

suspended without pay, demoted, reduced in rank, or deprived of special privileges or assessed special duty for the following reasons.

- a. Incompetency, inefficiency, inattention to or dereliction of duty.
- b. Dishonesty, insubordination, harassment, or lack of professionalism directed towards patrons and/or fellow employees or members of the public occurring in the course of duty; or any other willful failure on the part of the employee to properly conduct themselves, or any willful violation of the provisions of this act or the rules and regulations to be adopted hereunder.
- c. An inability to perform the essential functions of the job with or without accommodation or loss of any other bona fide occupational qualification required for such place of employment.
- d. Drunkenness or use of intoxicating liquors, narcotics, or any other habit-forming drug, liquid, or preparation to such extent that the use thereof interferes with the performance or mental or physical fitness of the employee or of the work of such employee or which precludes the employee from properly performing the essential functions and duties of such position.
- e. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
- f. Any other act of failure to act which in the judgment of the appointing authority is sufficient to show the offender to be an unsuitable and unfit person to be employed in the public service.
- g. Violations of any of the rules and regulations formulated by the Chief of the department or rules promulgated by the City of Idaho Falls, that relate to conduct required of all city personnel.

2. Progressive Discipline

- a. Purpose - The purpose of this rule is to provide a uniform standard for disciplinary actions to be used by company and chief officers.
- b. Scope - This policy applies to all members of the Idaho Falls Fire Department.
- c. Responsibilities - It is the responsibility of supervising officers in the Idaho Falls Fire Department to help their subordinates to be successful in their duties through coaching, mentoring, and disciplining when necessary. If an issue is raised to the level of time off without pay or above, the Chief of Department and HR should be notified. It is important that the supervising officer document each step appropriately. If a Work Improvement Plan is issued to a subordinate, the officer should consider issuing a Removal From Work Improvement Plan when and if appropriate.

- d. Procedures - Progressive discipline is a process for addressing employee poor performance or inappropriate behaviors so that the severity of the discipline increases with the continuance of the performance or behavioral issue. It provides an opportunity for motivated employees to immediately correct an issue before it becomes too severe, and provides CITY with performance related documentation. It is generally recommended that the progressive discipline process include:
 - i. Step 1 - Informal verbal coaching and counseling
 - ii. Step 2 - Formal verbal reprimand
 - iii. Step 3 - Formal written reprimand (The Chief of Department's office must be notified after this step by the company officer giving the reprimand.)
 - iv. Step 4 - Time off without pay with accompanying Work Improvement Plan
 - v. Step 5 - Demotion (temporary or permanent)
 - vi. Step 6 - Termination

JOB CLASSIFICATIONS OF THE FIRE DEPARTMENT

The following constitutes the classification of jobs in the Idaho Falls Fire Department, as well as the line of promotion, together with the length of service required in each classification before a member shall be permitted to participate in the promotional examination of other positions. Job descriptions that describe the essential functions of each classification will be maintained by the Division of Human Resources.

1. All new firefighters shall serve a probationary period of twelve (12) months. If after six (6) months, proper attitude and aptitude for the work is shown, the Firefighter will then advance to Firefighter 2nd Class. After six (6) months in the position of Firefighter 2nd Class the Firefighter will have served the probation period and will advance to the rank of Firefighter 1st Class. After one (1) year in the rank of Firefighter 1st Class, the Firefighter automatically advances to the rank of Senior Firefighter. A person qualifying for appointment as a Senior Firefighter as described in these rules must still satisfactorily complete a twelve (12) month probationary period.
2. A Firefighter must have served two (2) years as a Senior Firefighter to be eligible to take the competitive examination for the position of Driver-Pump Operator.
3. To aid in the consistent and efficient operation of the Idaho Falls Fire Department a task book system shall be maintained to identify core performance standards of the various positions in the Idaho Falls Fire Department. The Task Book system has been developed with input from the Union. Members who desire to move-up to Driver/Operator, Captain Firefighter, and Battalion Chief must first complete their respective Position Task Book. Task books must be completed for the desired position prior to sitting for a promotional exam.
4. A Firefighter must have served two (2) years as a Driver or four (4) years as a Senior Firefighter to be eligible to take the competitive examination for the position of Captain.

5. The position of Inspector, Training Officer, and Logistics Officer is open by administrative appointment without examination to any member of the Fire Department holding the rank of Senior Firefighter or higher. If no member of the Department holding such rank desires appointment as an Inspector, then the position may be filled by administrative appointment without examination by any of the following persons:
 - a. Any member of the Fire Department, or
 - b. Any person who has held the rank of Senior Firefighter or higher or any other rank equivalent thereto, within the past four (4) years at any other fire department, fire district, or governmental agency.
6. The position of Fire Marshal, Division Chief, Battalion Chief and Deputy Chief is recognized as an executive administrative position and is not in the UNION or represented by the UNION. Therefore, persons filling such positions shall be selected by the Fire Chief and confirmed by the Mayor. Any persons so appointed shall retain their previous position at the time of appointment. If, for any reason other than misconduct, such persons lose their appointed position, they will immediately assume the previous position held at the time of appointment.

MERIT SYSTEM

1. The Chief of the Fire Department shall maintain a uniform system of evaluating employees' performance. These evaluations will have an impact on promotions of employees during promotional examination processes.
2. The UNION must be advised of the merit system used, and an outline of it must be made available to the UNION upon request.

PROMOTIONS

1. Promotions in the fire department shall be upon ascertained job performance and competitive examinations. In order to be eligible to take a promotional exam, a candidate must meet the job requirements for the Position being tested for. All candidates for the promotional position must meet the job requirements for time in grade for the position during the Testing Cycle. Promotional exams for Driver/Operator and Captain will be offered on an annual basis in the month of May. Candidates will not be eligible for promotion until the time requirements for the position have been met. A written examination may be given as often as needed as determined by the Chief in order to establish a viable eligible list in the selection process. If an additional exam is given beyond the annual exam in May, a ninety (90) day notice will be given. A minimum written test score appropriate for each examination will be determined and announced at least ten (10) days prior to the examination date. Notice of the availability of openings for promotions shall be posted on the Department of Human Resources web page at least ten (10) days prior to the date upon which the written examination shall be conducted. The Chief of the Department shall have the authority to assign any employee of the department to the different classes within the department, and the Chief of the Department may change any such assignment whenever, in the opinion, the good of the service shall so require.

2. Grades for promotional placement will be based upon written examinations, an assessment process as designed by the Chief of the Department, and staff evaluations. The weight to be given the grades in each area will be determined by the Chief of the Department and announced at least ten (10) days prior to the date upon which the examination is given.
3. Where two (2) or more applicants for promotional certification receive identical grades, their ranking on the eligible list shall be determined by seniority.
4. The total number of persons allowed to participate in the department assessment process shall be determined in advance by the Chief of the Department. 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.
5. All regulations in rules V, VI, and VII of the Rules Governing Examinations, Certifications, and Eligibility apply to promotional examinations except where they may be in conflict with the rules of this particular section.

ARTICLE XXVIII- SAVING CLAUSE

If any portion of this Agreement should be declared inoperative or unconstitutional. The remainder of the Agreement shall remain unchanged and in full force and effect.

ARTICLE XXIX- EFFECTIVE DATES AND DURATION OF AGREEMENT

This Agreement, including Appendix “A” and “B”, shall become effective upon the date that CITY's representatives and UNION's representatives both sign this Agreement and shall remain in full force and effect until 12:00 midnight, April 30, 2023, and thereafter, from year to year until terminated. This Agreement may be reopened prior to the end of the contractual period for purposes outlined in Idaho Code 44-1802, upon serving written notice by either party ninety (90) days before the last day on which money can be appropriated by CITY.

This writing evidences the final and complete Agreement between the parties in regard to this subject matter and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein, including Appendix “A” and “B”.

For: THE CITY OF IDAHO FALLS

**For: LOCAL UNION NO. 1565
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS**

MAYOR

PRESIDENT

MUNICIPAL SERVICES DIRECTOR

VICE PRESIDENT

HUMAN RESOURCES DIRECTOR

SECRETARY/TREASURER

FIRE CHIEF

EXECUTIVE COMMITTEE

DATED

APPENDIX A- FIRE DEPARTMENT CLASSIFICATION AND PAY GRADE POLICY
EFFECTIVE OCT 1, 2022

A. SALARY SCHEDULE

The attached table, entitled "City of Idaho Falls Fire Department Pay Grades" is the assignment of all positions (less those exempt from the pay grade structure) to the pay grades designated and the corresponding salary payable for the various grades and steps. In the event that the City Council approves any general pay increases for the City's non-union employees before 12:00 midnight, April 30, 2022, the attached table shall be adjusted so that the members of the Union shall receive the same other general pay increase as the City's non-union employees.

B. ADMINISTRATION OF THE PAY PLAN

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

1. Salary on Employment

- a. 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 the Municipal Services Director.
- b. 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 Municipal Services Director.

2. Salary Step Advancement

- a. 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 and attitude so dictate.
- b. Pay adjustments shall be effective on the first pay period following the employee's accumulation of the necessary service requirements.
- c. The Personnel Action form is to be completed sufficiently in advance to secure the required signatures and for Personnel and Payroll to receive the approved Personnel Action form prior to the effective date.

3. Salary on Promotion

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

4. Salary on Demotion

An employee who is demoted to a lower classification shall be placed in an appropriately lower pay grade and at a step level rate of pay which is equal to or less than the employee's step level rate of pay prior to demotion, as determined by the Department Director and the Municipal Services Director. 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 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 the Municipal Services Director.

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 they reach the next pay period after the effective date, at which time they 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.

C. CONTENTS OF THE CLASSIFICATION AND PAY GRADE SCHEDULE

1. The Classification plan shall include:
 - a. An outline of the classification arranged within the appropriate pay grade schedule.
 - b. 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.

PAY GRADE	RANK
10	Senior Firefighter
11	Driver
12	Fire Inspector I
13	Fire Inspector II Captain

D. SPECIALTY PAY

Each employee is to be paid an additional \$25 per month per team on each team for which they qualify, not to exceed three (3) teams.

Each Specialty Team Member shall be required to meet requirements as set forth by Department policy.

Specialty Pay Teams:

- Idaho Collapse Search and Rescue Technician
- Hazardous Material Technician
- S.C.B.A. Technician
- On Shift Fire Investigator
- Swift Water Rescue Technician
- Peer Fitness Evaluator
- ARFF

E. BILINGUAL SPEAKING EMPLOYEES

Each employee qualifying as fluent in American Sign Language (ASL) or any of the following spoken languages: Spanish, German, French, Mandarin, Russian, or Portuguese shall be paid a maximum of three (3%) percent to their annual base pay not including longevity pay.

F. LONG TERM DISABILITY INSURANCE AND MEDICAL EXPENSE
REIMBURSEMENT PLAN

The CITY shall pay Three Thousand Six Hundred Ninety-Seven Dollars and Fifty-Six Cents (\$3,697.56) a month for a Long-Term Disability Policy to cover UNION members. The Long-Term Disability Policy shall be through DiMartino Associates.

CITY OF IDAHO FALLS FIRE DEPARTMENT
2022-2023 5% Increase
EFFECTIVE DATE: OCTOBER 1, 2022

Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Probationary Firefighter	12	12	12	18	18	24	24	36	36	48	
2,912 hours	15.81	*	*	*	*	*	*	*	*	*	*
Firefighter - 2nd Class											
2,912 hours	16.27	*	*	*	*	*	*	*	*	*	*
Firefighter - 1st Class											
2,912 hours	16.85	*	*	*	*	*	*	*	*	*	*
Senior Firefighter											
2,912 hours (Pay Grade 10/30)	18.54	19.35	20.28	21.31	22.23	22.75	23.41	23.91	24.50	25.05	25.48
Driver											
2,912 hours (Pay Grade 11/31)	20.28	21.31	22.23	23.41	24.50	25.05	25.67	26.27	26.95	27.51	27.95
Fire Inspector I											
2,080 hours (Pay Grade 12/42)	31.11	32.70	34.27	35.89	37.70	38.62	39.47	40.61	41.71	42.74	43.31
Fire Inspector II											
2,080 hours (Pay Grade 13/53)	34.09	35.79	37.50	39.45	41.58	42.61	43.59	44.64	45.72	46.87	47.78
Fire Captain											
2,912 hours (Pay Grade 13/52)	24.35	25.57	26.79	28.19	29.72	30.44	31.15	31.89	32.66	33.48	34.14

APPENDIX B- LONGEVITY PROGRAM SCHEDULE EFFECTIVE OCTOBER 1, 2022

- A. Longevity benefit calculations will no longer be computed on a percentage of the current base salary.
- B. Staff persons currently receiving longevity benefits will continue to receive their accumulated longevity including any approved COLA adjustment. Longevity accumulation will be at as specified on the attached table titled “City of Idaho Falls Fire Department Longevity” until they reach the maximum annual longevity benefit of \$2987.25
- C. The longevity increments will continue to be based on the individual Firefighter's anniversary date.

CITY OF IDAHO FALLS FIRE DEPARTMENT LONGEVITY

5% Increase

EFFECTIVE DATE: OCTOBER 1, 2022

Year	Total Longevity	2912 Hourly Amount	2080 Hourly Amount
1st Year	Not Eligible	-	-
2nd Year	Not Eligible	-	-
3rd Year	Not Eligible	-	-
4th Year	742.00	0.26	0.36
5th Year	1,062.00	0.37	0.52
6th Year	1,383.00	0.48	0.67
7th Year	1,705.00	0.59	0.83
8th Year	2,025.00	0.70	0.98
9th Year	2,356.00	0.82	1.15
10th Year	2,666.00	0.92	1.29
11th Year	2,988.00	1.03	1.44

APPENDIX C - TRAVEL POLICY AND EXPENSE FORM

Memorandum

File #: 21-536

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, June 1, 2022
DEPARTMENT: Public Works

Subject

Professional Services Agreement with Forsgren Associates, Inc., for Pancheri Bridge Design Work and Construction Support

Council Action Desired

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

Approval of a Professional Services Agreement and authorization for Mayor and City Clerk to execute the document (or take other action deemed appropriate).

Description, Background Information & Purpose

The purpose of this Agreement is to establish a contract with Forsgren Associates, Inc., to provide engineering design and construction assistance to replace a select number of girders, jack the structure to replace beam seat bearings, completion of minor deck repairs including an epoxy overlay of the entire deck and replacement of joint seals for the Pancheri Bridge over the Snake River.

Alignment with City & Department Planning Objectives



This project supports the community-oriented result of reliable public infrastructure by rehabilitating the existing Pancheri Bridge over the Snake River.

Interdepartmental Coordination

Project reviews will be conducted with all necessary city departments to ensure coordination of project activities.

Fiscal Impact

The agreed cost to perform services is a not-to-exceed amount of \$143,760.61. Payment to complete this work will be provided by ARPA Funds. Sufficient funding and budget authority exist to complete the work associated with the Agreement.

Legal Review

The Agreement was prepared by the Legal Department.

2022-47

**AGREEMENT FOR PROFESSIONAL SERVICES FOR PANCHERI BRIDGE
GIRDER REPLACEMENT WITH CITY OF IDAHO FALLS, IDAHO**

THIS AGREEMENT FOR PROFESSIONAL SERVICES FOR PANCHERI BRIDGE GIRDER REPLACEMENT WITH CITY OF IDAHO FALLS, IDAHO, (“AGREEMENT”), made and entered into this ____ day of _____, 2022, between City of Idaho Falls, Idaho, a municipal corporation, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (“CITY”), and Forsgren Associates, Inc., whose address is 1109 W. Myrtle Street, Suite 300, Boise, Idaho 83702 (“CONTRACTOR”).

WITNESSETH:

WHEREAS, CITY desires to accept a proposal to provide engineering services associated with the rehabilitation and girder replacement at the Pancheri Bridge; and

WHEREAS, the Public Works Department has selected the above-referenced firm to complete the Scope of Work identified herein; and

WHEREAS, CITY wishes CONTRACTOR to complete the Scope of Work pursuant to this Agreement.

NOW, THEREFORE, be it agreed, for and in consideration of the mutual covenants and promises between the Parties hereto, as follows:

SECTION I: SCOPE OF WORK

A. Project Description. This Agreement shall govern the parties for the Pancheri Bridge Rehabilitation Project (“Project”) and shall involve the following rehabilitation work:

1. Replacement of Girder Line 4 (entire bridge length).
2. Removal and replacement of a portion of the existing bridge deck to allow removal of Girder Line 4.
3. Jacking of Girders G1, G2, and G3 to replace bearings.
4. Minor deck repairs and an epoxy overlay of the entire deck.
5. Replacement of the existing joint seals.
6. Minor spall repairs.

B. Project Assumptions.

1. The Girder replacement shall utilize the ITD Standard Prestressed Concrete 66” Bulb Tee Girder (ITD Bridge Standard Drawing B5.3G).
2. Bridge plans shall utilize ITD bridge CAD standards.
3. The deck shall not be “chained” for determining delamination, as the existing asphalt overlay shall not allow chaining to work. Approximate rules of thumb shall be used to determine a bid quantity for delamination repair areas.

4. Specifications and bid items for the bridge plans shall utilize the current ITD Specifications.
5. A field visit to the bridge is not anticipated during design. No other work shall be performed except those specifically noted in the Project Description.
6. The existing gas line that is between G3 and G4 shall need to be temporarily shut off and disconnected during the superstructure jacking. A new utility support shall be needed and detailed into the plans. It is also anticipated that the gas line shall have minor relocation a few feet to one side of current location. CITY shall coordinate with the gas utility for this shut down and disconnection. It is anticipated that excavation behind the bridge abutment wall shall be needed to access and disconnect the gas line. All details and special provisions for the gas line shut down and disconnection shall be shown on CITY's plans. The new utility supports for the gas line as it crosses the bridge shall be shown on the bridge plans.
7. Jacking of the girders at the abutments shall utilize the existing end diaphragms. The existing end diaphragms are assumed to have adequate capacity and no specialized or designed system is needed. Calculations shall be performed by CONTRACTOR to verify the end diaphragm capacity for jacking. If the capacity is not adequate, additional budget and plan sheets shall be required for a special system.

TASK 1: PROJECT MANAGEMENT

1.1. Project Setup & Internal Kickoff Meeting: CONTRACTOR shall setup the Project in CONTRACTOR's internal accounting system and setup Project folder and Project Management files on CONTRACTOR's server. CONTRACTOR shall also hold an internal kick-off meeting that shall focus on the Project objectives, communications, and coordination. The internal kick-off meeting is assumed to last for one (1) hour with up to three (3) CONTRACTOR team members (Project Management, one (1) bridge engineer, and one (1) CAD Technician), plus one (1) hour for Project Management to prepare for meeting and prepare/distribute meeting minutes.

1.2. Internal Monthly Meetings: CONTRACTOR shall conduct one (1) internal team meeting for the duration of the Project. These meetings shall focus on design and coordination issues as well as Quality Control implementation. These meetings are assumed to last for one (1) hour and shall include up to three (3) team members.

1.3. Invoicing and Progress Reports: This Task shall include preparation and submittal of a monthly Invoice and Progress Report. Invoices and supporting documentation shall include a Progress Report with a brief summary of work completed and an Invoice for that month's work. It is assumed that each Invoice shall take support staff one (1) hour per invoice and an additional one (1) hour of review and check by the Project Manager. Progress Reports shall take an additional one-half (½) hour.

1.4. Project Administration: The Project files shall be set up and maintained. It is assumed the Project Manager shall have two (2) hours per month and clerical staff shall have two (2) hours per month.

Assumptions:

1. Plan development is anticipated to take six (6) months after NTP. Project Management tasks listed above are based on this six (6) month duration.

Deliverables:

1. Six (6) regular monthly Progress Reports & Invoices are anticipated.

TASK 2: FINAL BRIDGE PLANS

2.1 Coordination with CITY. CONTRACTOR shall hold up to two (2) coordination meetings with CITY. The purpose of these meetings shall be to coordinate the traffic control needed and any other items needing coordination between CONTRACTOR's bridge plans and CITY's plans.

Meeting Assumptions

1. Meeting shall last no longer than one (1) hour each, plus preparation time and filing of notes.
2. Held via Teams or other Video Conferencing.
3. Two (2) CONTRACTOR: Project Manager and Bridge Engineer.

2.2 Prepare Bridge Plans: The following sheets shall be prepared:

A. Situation and Layout (one (1) sheet).

This sheet shall consist only of a plan view, a Scope of Work list, and a profile grade diagram. The profile grade will be supplied by CITY or utilize the record drawing profile grade. This sheet shall be copied from the Situation and Layout prepared for the LHTAC project. Some modifications shall be needed to reflect the work being done under this Project.

B. Sheet Index, Notes, Quantities, & Vicinity Map (one (1) sheet).

This sheet shall combine the typical General Notes and Sheet Index, Quantities, & Vicinity Map sheets into one (1) sheet. This sheet shall be copied from the similar sheet prepared for the LHTAC project. Some modifications shall be needed to reflect the work being done under this Project.

C. Deck and Girder Removal Details (two (2) sheets).

Details shall be prepared to show removal of the deck over the girder to be removed. Girder removal details shall be prepared to show removal of diaphragms at the abutments, piers, and intermediate diaphragms. Bearing removal details shall also be prepared.

D. PS Girder Details (three (3) sheets).

ITD standard drawings B5.30-1, B5.30-3 and B5.3G shall be used as the starter sheets for the new girder design. These standard drawings shall be modified to reflect the new prestressed strand details, shear stirrup pattern, and overall design details including temporary diaphragms (if needed) and dowel details.

E. Girder Jacking & Bearing Details (two (2) sheets).

This sheet shall contain details for jacking of girders G1 – G3 at the abutments (no jacking is

anticipated at the piers) for bearing replacement once girder G4 has been removed. It shall also contain details of the new steel-reinforced elastomeric bearing pads to be utilized at the abutments.

F. Deck and Diaphragm Details (two (2) sheets).

These sheets shall contain details for replacing the removed areas of the deck, pier diaphragms, intermediate diaphragms, and abutment diaphragms. It shall also include standard details for minor deck repairs.

G. Concrete Repair Details (one (1) sheet).

This sheet shall contain details for repairing miscellaneous concrete spalls and other concrete repairs based on information in the inspection report from 3/2021. ITD Bridge standard drawings B5.8 shall be used as a starter sheet and modified for the repairs on this bridge. The following repairs are anticipated:

1. Spall on the underside of the deck in areas where the deck is not being replaced.
2. Spalls from cracking on the bottom flange of Girder Line 5.
3. Other miscellaneous spalls on Girders 1, 2, and 3.

H. Gas Line Utility Support (one (1) Sheet).

This sheet shall detail the new gas line support for the minor relocation of the gas line due to the new G4 girder being relocated and the existing deck and backwalls being removed and replaced. ITD Bridge standard drawings B2.4A-1 shall be used as a starter sheet and modified for this bridge.

I. Joint Seal Replacement (one (1) Sheet).

This sheet shall detail the replacement of the existing joint seal (at the abutments) with a new seal.

J. Miscellaneous Details (one (1) Sheet).

This sheet is for miscellaneous details needed to supplement work on the other listed sheets.

K. Metal Reinforcement Sheet (one (1) Sheet).

This sheet shall detail the metal reinforcement needed for the replaced concrete elements.

2.3 Structural Calculations: Structural calculations shall be prepared and documented into a calculations package. Anticipated calculations include: Prestressed Girder Design; Camber calculations and incorporation into as-built situation; Girder jacking loads; Capacity verification of existing end diaphragms for jacking; Steel Reinforced Elastomeric Pad (“SREP”) Bearing design; Utility support calculations; Joint seal sizing; Quantities & Opinion of Probable Cost (Bridge items only); and Contract time.

The existing reinforcement and design details for the replacement areas of the deck and diaphragms (pier, intermediate, abutment) shall be duplicated and not recalculated to provide continuity with the overall structure.

2.4 Special Provisions & Contractor Notes: Bridge related special provisions (“SP’s”) and contractor notes will be prepared. CONTRACTOR shall send the SP’s and contractor notes in a Word file to CITY for inclusion into the overall Project specifications package. Anticipated SP’s and/or contractor notes include: Superstructure Jacking; Removal of asphalt overlay for Epoxy Overlay; and one (1) additional SP or contractor note.

2.5 Final Design Review Meeting: A Final Design Review Meeting shall be held via Teams or other video conference to discuss comments generated from CITY’s review. The meeting is anticipated to be no longer than two (2) hours and shall be attended by CONTRACTOR’s Project Manager and Bridge Engineer.

Deliverables

1. Final Bridge Plan Set
2. Special Provisions & Contractor Notes
3. Structural Calculations

TASK 3: PS AND E REVISIONS

3.1 CONTRACTOR shall complete revisions to the plans package based on comments from the Final Design Review Meeting.

Assumptions

1. Only minor comments and revisions are anticipated

Deliverables

1. Stamped & Signed Bridge Plan Set. Plans shall be in PDF format and digitally stamped and signed.
2. Special Provisions & Contractor Notes in a Word file.
3. Structural Calculations. Calculations package shall be in PDF format and digitally stamped and signed.

TASK 4: SERVICES DURING CONSTRUCTION

4.1 Shop Drawing & Submittal Reviews: The following shop drawing or submittals are anticipated to be reviewed by CONTRACTOR: Prestressed Girder shop drawings; Deck falsework; Girder Jacking plan; Diaphragm formwork; and Joint Seal submittal.

4.2 Site Visit During Construction: One (1) site visit during construction is budgeted.

Assumptions

1. No more than two (2) reviews of each shop drawing and submittal is anticipated.
2. Site visit shall be utilized only if a construction related issue requires a visit by CONTRACTOR, or if requested by CITY.

SECTION II:

A. Independent Contractor.

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

B. Fees and Conditions for Professional Services.

1. Payment for all services described in this AGREEMENT is provided in accordance with the cost described in Section II.B.2. of this AGREEMENT.
2. The not-to-exceed cost for CONTRACTOR's services under this AGREEMENT and as described in Section I, Scope of Work, shall be in the amount of one hundred forty-three thousand seven hundred sixty dollars and sixty-one cents (\$143,760.61). CONTRACTOR shall perform the proposed work on an hourly rate plus expenses basis. Exhibit "A" attached to this AGREEMENT.

C. Project Schedule.

1. NTP is anticipated no later than July 1, 2022.
2. A six (6) month schedule is anticipated from NTP to PS&E submittal.

SECTION III:

A. Termination of Agreement.

Either Party may terminate this AGREEMENT with thirty (30) days' written notice without cause and without further liability to either Party except as designated by this section. In the event of termination, CONTRACTOR shall be paid for services performed to termination date, based upon the work completed.

B. Extent of Agreement.

This AGREEMENT may be amended only by written instrument signed by both Parties hereto.

C. CONTRACTOR'S Insurance.

In performance of professional services, CONTRACTOR shall use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession; and no other warranty, either expressed or implied, is made in connection with rendering

CONTRACTOR's services.

D. Indemnification.

CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of CONTRACTOR in the performance of professional services under this AGREEMENT, to the extent that CONTRACTOR is responsible for such damages, liabilities, and costs on a comparative basis of fault and responsibility between CONTRACTOR and CITY. CONTRACTOR shall not be obligated to indemnify CITY for CITY's sole negligence.

E. Costs and Attorney Fees.

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

F. Jurisdiction and Venue.

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

G. Binding of Successors.

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to the other Parties to this AGREEMENT and to the partner, successors, assigns, and legal representatives of such other Parties with respect to all covenants of this AGREEMENT.

H. Modification and Assignability of Agreement.

This AGREEMENT contains the entire agreement between the Parties concerning the professional services, and no statements, promises, or inducements made by either Party, or agents of either Party, are valid or binding unless contained herein. This AGREEMENT may not be enlarged, modified, or altered except upon written agreement signed by the Parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this AGREEMENT as if named specifically herein.

I. CITY'S Representatives.

CITY shall designate a representative authorized to act in behalf of CITY. The authorized

representative shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

J. Ownership and Publication of Materials and CITY's Right to Use Delivered Materials

CITY and CONTRACTOR agree that CITY, with this Agreement, acquires the right to use all written materials, including but not limited to reports, information, data, images, diagrams, plans, and any other written documents prepared and delivered to CITY by CONTRACTOR pursuant to this Agreement, and CITY shall have the authority to release, publish, or otherwise use any written materials delivered to CITY, in whole or in part. The use of written materials (s) may include, but is not limited to, electronic and print promotion of CITY-sponsored programs or functions. Written materials(s) may be provided to other entities, such as newspapers or other publishers, for inclusion in print advertisements, without cost to CITY or payment to CONTRACTOR for use of such written materials. Any re-use of written materials shall be at CITY's sole risk and without liability to CONTRACTOR.

Nothing in this section shall constrain CONTRACTOR from using materials for other trainings or projects with other entities or from using the written materials for CONTRACTOR's general reference or enrichment.

Nothing in this section shall be constructed to entitle CITY to any materials owned by CONTRACTOR which were not delivered or received by CITY, even if those materials were used by CONTRACTOR to produce the written materials delivered to CITY or if the written materials delivered to CITY were used to develop, improve, or add value to anything CONTRACTOR does not deliver or release to CITY.

The parties acknowledge that any written materials received by CITY are subject to public disclosure under the Idaho Public Records Law, Chapter 1 of Title 74 of the Idaho Code.

K. Non-discrimination.

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

L. Anti-Boycott Against Israel Act.

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

IN WITNESS WHEREOF, the Parties hereto have executed the foregoing AGREEMENT as indicated above.

ATTEST:

"CITY"
City of Idaho Falls, Idaho

By _____
Kathy Hampton, City Clerk

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

"CONTRACTOR"
Forsgren Associates, Inc.

By  _____

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, a 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.

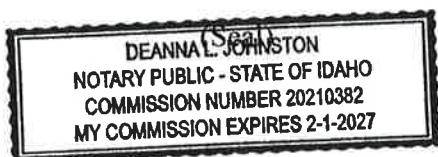
(Seal)

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

STATE OF ID)
) ss:
County of Ada)

On this 1 day of June, 2022, before me, the undersigned, a notary public, in and for said State, personally appeared Stephen W. Winkler, known or identified to me to be the Division Mgr. for Forsgren Associates, Inc., 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 Forsgren Associates, Inc..

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



Deanna L. Johnston
Notary Public of Idaho
Residing at: 1283 W. Coretta St. Meridian ID
My Commission Expires: 02/01/2027 8304

Exhibit “A”

**Pancheri Bridge Girder Replacement
City of Idaho Falls**

TASK #	TASK DESCRIPTION	FA TOTAL HOURS	Project Manager	QA (Sr. Ind. Rvw)	QC (Checker)	Bridge Designer	Bridge CADD	Clerical	Principal
1.0	Project Management	75.00	33.00	0.00	6.00	7.00	1.00	25.00	3.00
1.1	Project Setup & Internal Kick-off Meeting	12.00	6.00			1.00	1.00	4.00	
1.2	Internal Monthly Meetings	18.00	6.00		6.00	6.00			
1.3	Invoicing and Progress Reports	21.00	9.00					9.00	3.00
1.4	Project Schedule & Administration	24.00	12.00					12.00	
2.0	Final Bridge Plans	732.00	26.00	70.00	160.00	268.00	208.00	0.00	0.00
2.1	Coordination with City of Idaho Falls	8.00	4.00			4.00			
2.2	Prepare Bridge Plans	8.00	8.00						
	<i>Situation and Layout</i>	1	15.00	1.00	2.00	4.00	8.00		
	<i>Sheet Index, Notes, Quantities, & Vicinity Map</i>	1	11.00	1.00	2.00	4.00	4.00		
	<i>Deck and Girder Removal Details</i>	2	66.00	6.00	12.00	16.00	32.00		
	<i>PS Girder Details</i>	3	69.00	3.00	6.00	12.00	48.00		
	<i>Girder Jacking Details</i>	2	60.00	4.00	8.00	16.00	32.00		
	<i>Deck and Diaphragm Details</i>	2	80.00	8.00	16.00	24.00	32.00		
	<i>Concrete Repair Details</i>	1	36.00	2.00	6.00	12.00	16.00		
	<i>Gas Line Utility Support</i>	1	29.00	1.00	4.00	8.00	16.00		
	<i>Joint Seal Replacement</i>	1	19.00	1.00	2.00	4.00	12.00		
	<i>Miscellaneous Details</i>	1							
	<i>Metal Reinforcement Sheet</i>	1	15.00	1.00	2.00	4.00	8.00		
2.3	Structural Calculations	8.00	8.00						
	<i>Prestressed Girder Calculations</i>	48.00		8.00	16.00	24.00			
	<i>Camber Calcs & Inc. Into as-built situation</i>	28.00		4.00	8.00	16.00			
	<i>Girder Jacking Design</i>	72.00		16.00	24.00	32.00			
	<i>Capacity verification of existing end dia. for jacking</i>	26.00		2.00	8.00	16.00			
	<i>SREP Bearing Design</i>	30.00		2.00	12.00	16.00			
	<i>Utility support calculations</i>	13.00		1.00	4.00	8.00			
	<i>Joint Seal Sizing</i>	9.00		1.00	2.00	6.00			
	<i>Quantities & Opinion of Cost</i>	26.00		2.00	12.00	12.00			
	<i>Contract time</i>	9.00		1.00	4.00	4.00			
2.4	Special Provisions & Contractor Notes	4.00	4.00						
	<i>Superstructure Jacking</i>	18.00		2.00	4.00	12.00			
	<i>Removal of Asphlt Overlay/Epoxy Overlay</i>	9.00		1.00	2.00	6.00			
	<i>1 Additional SP or CN</i>	12.00		2.00	4.00	6.00			
2.5	Final Design Review Meeting	4.00	2.00			2.00			

**Pancheri Bridge Girder Replacement
City of Idaho Falls**

TASK #	TASK DESCRIPTION	FA TOTAL HOURS	Project Manager	QA (Sr. Ind. Rvw)	QC (Checker)	Bridge Designer	Bridge CADD	Clerical	Principal
3.0	PS&E Revisions	87.00	2.00	8.00	15.00	30.00	32.00	0.00	0.00
	<i>Plan Set</i>	61.00	1.00	4.00	8.00	16.00	32.00		
	<i>Special Provisions & Contractor Notes</i>	12.00	1.00	2.00	3.00	6.00			
	<i>Structural Calculations</i>	14.00		2.00	4.00	8.00			
4.0	SERVICES DURING CONSTRUCTION	156.00	24.00	8.00	46.00	78.00	0.00	0.00	0.00
4.1	Shop Drawing & Submittal Reviews	8.00	8.00						
	<i>Prestressed Girder shop drawings</i>	36.00		4.00	16.00	16.00			
	<i>Deck Falsework</i>	24.00			8.00	16.00			
	<i>Girder Jacking Plan</i>	28.00		4.00	12.00	12.00			
	<i>Diaphragm formwork</i>	24.00			8.00	16.00			
	<i>Joint Seal Submittal</i>	4.00			2.00	2.00			
4.2	Site Visit During Construction	32.00	16.00			16.00			

Summary of Hours Per Task

1.0	Project Management	75.00	33.00	0.00	6.00	7.00	1.00	25.00	3.00
2.0	Final Bridge Plans	732.00	26.00	70.00	160.00	268.00	208.00	0.00	0.00
3.0	PS&E Revisions	87.00	2.00	8.00	15.00	30.00	32.00	0.00	0.00
4.0	SERVICES DURING CONSTRUCTION	156.00	24.00	8.00	46.00	78.00	0.00	0.00	0.00
TOTAL LABOR HOURS		1050.00	85.00	86.00	227.00	383.00	241.00	25.00	3.00

A. SUMMARY ESTIMATED MAN-DAY COSTS

Role	Name	Man-Hours	Hourly Rate	Raw Labor Cost
Project Manager	Brent Schiller	85.00 @	\$75.00	\$6,375.00
QA (Sr. Ind. Rvw)	Ryan Sherman	86.00 @	\$60.00	\$5,160.00
QC (Checker)	Kayla Jacobsen	227.00 @	\$45.00	\$10,215.00
Bridge Designer	Barrie Jo Moss	383.00 @	\$35.50	\$13,596.50
Bridge CADD	Tracy Ghan	241.00 @	\$45.00	\$10,845.00
Clerical	Deanna Johnston	25.00 @	\$23.00	\$575.00
Principal	Stephen Waldinger	3.00 @	\$90.00	\$270.00
Total Man-Hours =		1050.00	Labor Cost =	\$47,036.50

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor Cost	Approved Overhead Rate
\$47,036.50	X 169.88% = \$79,905.61

C. NET FEE

Total Raw Labor & Overhead	NET FEE ¹
\$126,942.11	X 12.5% = \$15,867.76

D. FCCM

Total Raw Labor Cost	Approved FCCM Rate
\$47,036.50	X 0.48% = \$225.78

TOTAL LABOR \$143,035.65

E. OUT-OF-POCKET EXPENSE SUMMARY

Out-of-Pocket Expense Description	Unit	Estimated Amount	Unit Cost	Estimated Expense
1) Company Vehicle Mileage ²	Miles	---	@ \$ 0.560 = \$	-
2) Rental Car	Days	2	@ \$ 120.00 = \$	240.00
3) Fuel for Rental Car ³	Miles	600	@ \$ 0.250 = \$	150.00
4) Per Diem ²	Days	2	@ \$ 59.00 = \$	118.00
5) Lodging ²	Days	2	@ \$ 96.00 = \$	192.00
6) Taxes on Lodging ⁴	Days	2	@ \$ 12.48 = \$	24.96
TOTAL ESTIMATED EXPENSE				= \$ 724.96

TOTAL = \$143,760.61

Footnotes

- 1) Negotiated % Fee
- 2) As per the "FY22 FEDERAL PER DIEM RATES FOR IDAHO"
- 3) Fuel for rental cars assumes \$5.00/Gallon at 20 MPG = \$0.250/Mile
- 4) Based on approximate lodging taxes of 13% x Lodging Rate.

File #: 21-537

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, June 1, 2022
DEPARTMENT: Public Works

Subject

Professional Services Agreement with Civil Science, Inc., For Construction Engineering and Inspection for the Higbee Bridge over the Idaho Canal

Council Action Desired

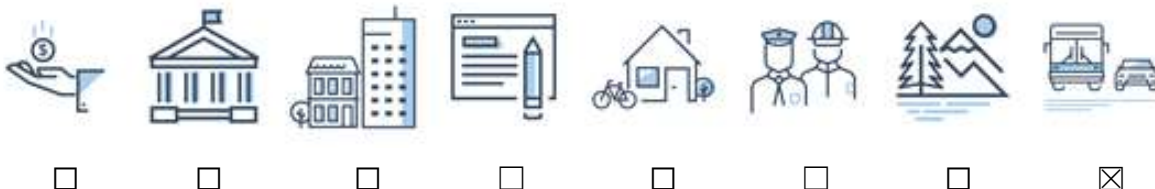
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)

Approval of a Professional Services Agreement and authorization for Mayor and City Clerk to execute the document (or take other action deemed appropriate).

Description, Background Information & Purpose

The purpose of this Agreement is to establish a contract with Civil Science, Inc., to provide construction engineering and inspection for the Higbee Bridge over the Idaho Canal project. This bridge replacement project is federally funded and expected for construction the fall/winter of 2022/2023.

Alignment with City & Department Planning Objectives



This project supports the community-oriented result of reliable public infrastructure by replacing the aging Higbee Bridge over the Idaho Canal.

Interdepartmental Coordination

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

Fiscal Impact

This is a federally funded project with a total anticipated cost of \$2,452,246.82. The city is required to pay match of 7.34% of total project cost and has paid \$160,994.92 in support of the project to date. The agreement amount to complete the work specified is \$347,434.00 and all work shall be completed by October 31, 2023.

Legal Review

The Agreement has been reviewed by the Legal Department.

2-38-19-4-STR-2020-12

2022-048

IDAHO TRANSPORTATION DEPARTMENT

LOCAL PROFESSIONAL SERVICES AGREEMENT

Agreement Number 96246

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF IDAHO FALLS, whose address is PO Box 50220 Idaho Falls ID 83405, hereinafter called the "Sponsor," and CIVIL SCIENCE, INC., whose address is 376 Falls Avenue, Twin Falls, ID, 83301, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

PROJECT NAME: HIGBEE BR, IDAHO FALLS
PROJECT NO: A022(431)
KEY NO: 22431

I. SUBCONSULTANTS

The Sponsor approves the Consultant's utilization of the following Subconsultants:

STRATA, INC.

II. AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Jayme Coonce, LHTAC; (208) 344-0565; or an authorized representative.

III. DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:

- a. **Attachment No. 1A** is the Consultant Agreement Specifications which are applicable to all agreements.
- b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1A.

2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://www.itd.idaho.gov/design/cau/policies/policies.htm>.

IV. DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

V. TIME AND NOTICE TO PROCEED

- A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **10/31/2023**.
- B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

VI. BASIS OF PAYMENT

- A. Payment Basis: Specific Rates of Compensation (Loaded hourly rates [labor, OH & fee] plus direct expenses). Consultant agrees to accept as full compensation for all services rendered to the satisfaction of the State for completion of the work, the actual cost or Not-To-Exceed amount of the Agreement, whichever is lesser.
- B. Compensation Amount
 1. Not-To-Exceed Amount: **\$347,434.00**
 2. Additional Services Amount: **\$0.00**
 3. Total Agreement Amount: **\$347,434.00**
- C. The rates identified in Attachment No. 2 were negotiated and agreed upon by both parties to this Agreement. These rates will be fixed for the period of this Agreement.

- D. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **\$100,000.00** to begin the work of this Agreement. The remaining amount will be issued by consecutive Authorizations.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in this Agreement first written above.

CIVIL SCIENCE, INC.
Consultant

CITY OF IDAHO FALLS
Sponsor

By: _____

By: _____

Title: Vice-President

Title: _____

**IDAHO TRANSPORTATION
DEPARTMENT**

By: _____

Title: _____

CONSULTANT AGREEMENT ANTI-BOYCOTT ACKNOWLEDGEMENT FORM

This form is REQUIRED to be completed by the Consultant.

Failure to comply with the terms of the referenced Idaho Code shall result in breach of contract.

.....

Anti-Boycott Against Israel Act

Per the provisions of Idaho Code Section 67-2346, Anti-Boycott Against Israel Act, a public entity may not enter into an agreement with a company that boycotts goods or services from Israel or territories under its control. The provisions of Idaho Code Section 67-2346, shall not apply to agreements with a total potential value of less than one hundred thousand dollars (\$100,000) inclusive of future phased agreements and/or supplemental agreements, or to companies with fewer than ten (10) employees. This applies to all project regardless of funding. Check any/all boxes that apply and sign below certifying such.

- ☐ I am NOT required to comply because my company has fewer than 10 employees.
- ☐ I am NOT required to comply because my total agreement services (including phased agreements and/or supplemental agreements) will be less than \$100,000.
- ☒ I am required to comply and certify that my company is not and will not for the duration of the agreement engage in, a boycott of goods or services from Israel or territories under its control.

Consultant's Authorized Representative:  Date: 05/31/2022

Consultant Company Name: Civil Science, Inc.

ATTACHMENT NO. 1A

CONSULTANT AGREEMENT SPECIFICATIONS Construction Engineering & Inspection

These specifications supplement all Professional and Term agreements for Construction Engineering and Inspection services and shall be attached to said agreements.

I. DEFINITIONS

1. **Administrator:** Person directly responsible for administering a consultant agreement on behalf of the State or a Local Public Agency.
2. **Combined Overhead:** The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.
3. **Cost:** Cost is the sum of the hourly charge out rate and other direct costs.
4. **Cost Plus Fixed Fee:** Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.
5. **CPM:** Critical Path Scheduling. The CPM will list all work tasks, their durations, negotiated milestones and their dates, and all State/Local review periods.
6. **Fixed Fee:** A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.
7. **General Administrative Overhead (Indirect Expenses):** The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.
8. **Hourly Charge Out Rate:** The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.
9. **Incentive/Disincentive Clause:** Allows for the increase or decrease of total agreement amount paid based on factors established in the agreement. Normally, these factors will be completion time and completion under budget.
10. **Lump Sum:** An agreed upon total amount, that will constitute full payment for all work described in the Agreement.
11. **Milestones:** Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State believe necessary for the satisfactory completion of the agreement will be negotiated.
12. **Not-To-Exceed Amount:** The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.
13. **Other Direct Costs:** The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.
14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance,

Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **State:** Normally "State" refers to the Idaho Transportation Department. However, in the case of Local Sponsor projects, "State" may be interchangeable with "Sponsor", "Agreement Administrator" or just "Administrator".
17. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31 and be supported by audit accepted by the State.

II. STANDARD OF PERFORMANCE

The Consultant agrees that all work performed under this agreement will be performed professionally in accordance with the ITD Construction Manual, Standard Specifications for Highway Construction – Subsections 105.10 and 111, and other appropriate standards. The Consultant shall be responsible for construction engineering and inspection on all tasks assigned (as stated in the Scope of Services) when on duty to ensure they are constructed in substantial conformance to the plans, special provisions and specifications.

The Consultant shall identify and recommend corrections for any omissions, substitutions, defects and deficiencies in the work of the Contractor.

III. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer this agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, and acceptable fulfillment of this Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all work performed by the State or their representatives.

IV. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or subconsultants capable of and devoted to the successful accomplishment of work to be performed under this agreement. The specific individuals or subconsultants listed in the agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal

V. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the State for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each

Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

VI. DIRECT COST

It is understood that overtime will be incurred after forty (40) hours of work for this agreement during each week. When the need for overtime has been approved by the Agreement Administrator, the overhead rate and fee are **not** to be applied to the premium time paid.

The out-of-pocket cost and expenses directly related to the project must be pre-approved and agreed to, by the Agreement Administrator, prior to receiving any compensation. Relocation, lodging and Per Diem cost will not be allowed for this type of agreement unless agreed and pre-approved by the Agreement Administrator.

VII. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount for which the PSA represents. The State assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.
2. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator of the need for the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement amount is lump sum, unit cost, or cost plus fixed fee amount for the negotiated services and an additional services amount is set up for possible extra work not contemplated in original scope of work. For the Consultant to receive payment for any work under the additional services amount of this Agreement, said work must be performed under a PSA issued by the State. Should the State request that the Consultant perform additional services, then the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

VIII. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State.

The monthly progress report will be submitted by the tenth of each month following the month being reported or as agreed upon in the scope of services.

The Agreement Administrator will review the progress report and submit approved billings for payment within two weeks of receiving monthly report.

Each progress report shall list billings by PSA number and reference milestones.

IX. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted by the tenth of each month following the month being invoiced.

Lump Sum

Progress payments will be made, based on a percentage of the work or milestones satisfactorily completed.

Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost less the fixed fee for the work satisfactorily completed for each billing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made including Fixed_Fee.

Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at <http://itd.idaho.gov/business/?target=consultant-agreements> .

For "Cost Plus Fixed Fee" and "Cost" agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The State will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement or Work Task has been completed. No further progress payments will be made until all work under the individual agreement has been satisfactorily accomplished.

If at any time, the State determines that the work is not progressing in a satisfactory manner, the State may refuse to make full progress payments and may withhold from any progress payment(s) such sums that are deemed appropriate for unsatisfactory services.

3. Final payment of all amounts retained shall be due 90 days after all work under the Agreement has been completed by the Consultant and accepted by the State. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the milestones identified.
5. Payments to Subconsultants

Consultant shall pay each subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the consultant receives from the State, in accordance with 49 CFR, Part 26. The consultant shall return retainage

payments to each subconsultant within twenty (20) calendar days after the subconsultant's work is satisfactorily completed. The Consultant will verify that payment or retainage has been released to the subconsultant or suppliers within the specified time for each partial payment or partial acceptance by the Department through entries in the Department's online diversity tracking system during the corresponding monthly audits.

Prompt payment will be monitored and enforced through the Consultant's reporting of monthly payments to its subconsultants and suppliers in the online diversity tracking system. Subconsultants, including lower tier subconsultants, suppliers, or both, will confirm the timeliness and the payment amounts received utilizing the online diversity tracking system. Discrepancies will be investigated by the Contract Compliance Officer and the Contract Administrator. Payments to the subconsultants, including lower tier subconsultants, and including retainage release after the subconsultant or lower tier subconsultant's work has been accepted, will be reported monthly by the Consultant or the subconsultant.

The Consultant will ensure its subconsultants, including lower tier subconsultants, and suppliers meet these requirements.

X. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

- a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this contract, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

- b. The State warrants that the above consulting firm, or firm representative, has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

Employ or retain, or agree to employ or retain, any firm or person, or;
pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency or the State, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project. This includes employees who leave the Consultant's employment.

3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the State.

- a. Increase in the work required by the State due to unforeseen circumstances.
- b. Revision in the work required by the State subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
- c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the State.
- d. Reduction in the work required by the State due to unforeseen circumstances.

An increase in compensation shall not result from underestimating the complexity of the work.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the State and the Consultant. During such negotiations the State may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of State order for nonperformance a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the State will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the State and the Consultant after study of the change in scope of the work.

4. DELAYS AND EXTENSIONS

- a. Extensions of time may be granted for the following reasons:
 - i. Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
 - ii. Additional work ordered in writing by the State.
- b. Extensions of time will not be granted for the following reasons:
 - i. Underestimating complexity of work.
 - ii. Redoing work rejected by the State.

5. TERMINATION

The State may terminate or abandon this Agreement at any time upon giving notice of termination hereof as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress indicated in a schedule of operations given to the State at meetings and conferences herein provided for.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms of conditions set forth in the Agreement, other than for the reasons set forth in a and b above.
- d. At the convenience of the State.

Prior to giving notice of termination for the reasons set forth in a and b above, the State shall notify the Consultant in writing of any deficiencies or default in the performance of the terms of this Agreement, and said Consultant shall have ten (10) days thereafter in which to correct or remedy any such default or deficiency, and upon their failure to do so within said ten (10) days, or for the reasons set forth in 3 above, such notice of termination in writing shall be given by the State. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the State. Upon receipt by the State of said documents, payment shall be made to the Consultant as provided herein for all acceptable work and services.

6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for arbitration. Consultant agrees that any arbitration hearing shall be conducted in Boise, Idaho. Consultant and State agree to be bound by the decision of the arbitration. Expenses incurred due to the arbitration will be shared equally by the parties involved.

7. ACCEPTANCE OF WORK

- a. The Consultant warrants that all work submitted shall be in accordance with good professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of the work shall not constitute a waiver of any of the State's rights under this agreement or in any way relieve the consultant of any liability under their warranty or otherwise.
- c. It is understood by the Consultant that the State is relying upon the professional expertise and ability of the Consultant in performance of this contract. Any examination of the Consultant's work product by the State will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense.

Acceptance or approval of any portion of Consultant's work product by the State or payment, partial or final, shall not constitute a waiver of any rights the State may have against the Consultant. The Consultant shall respond to the State's notice of any error or omission within twenty four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract.

If the Consultant discovers errors or omissions in its work, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the agreement.

The Consultant's liability for damages incurred by the State due to negligent acts, errors or omissions by the Consultant in its work shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with this project, shall become the property of, and be delivered to, the State without restrictions or limitations of their further use. However, in any case, the Consultant has the right to make and retain copies of all data and documents for project files. Documents provided to the State may be public records under the Public Records Act §§ 74-101 through 74-126 and Idaho Code §§ 9-338 *et seq*, and thus subject to public disclosure unless excepted by the laws of the state of Idaho, otherwise ordered by the courts of the state of Idaho, and/or otherwise protected by relevant state and/or federal law.

9. INDEMNITY

Concerning claims of third parties, the Consultant and the State to the extent the State may do so will indemnify, save harmless and defend each other from the damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant or the State in the prosecution of the work which is the subject of this Agreement.

Concerning claims of the State, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or their agents or employees to the assignments completed under this Agreement, to the standards accepted at the time of work, and until one (1) year after the project construction has been completed. The State shall have until that time to give the consultant notice of the claim.

Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the State for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances. The State agrees to indemnify, defend, and hold harmless the Consultant from and against any claim, liability or defense cost related to any such pre-existing contamination except for claims caused by the negligence, or willful misconduct of the Consultant.

The Consultant, its agents, officials, employees, and subconsultant will be authorized representatives for the State and shall be protected against all suits, actions, claims or cost, expenses and attorney fees in accordance with Subsection 107.10 of the Standard Specifications for Highway Construction 2012; and shall be protected against all personal liability in accordance with Subsection 107.13 of the Standard Specifications for Highway Construction 2012.

10. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$500,000.00 per occurrence, and worker compensation insurance in accordance with Idaho Law.

Regarding workers' compensation insurance, the consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

11. LEGAL COMPLIANCE

The Consultant at all times shall observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

12. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the State. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

13. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

14. PATENTS

The Consultant shall hold and save the State and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, or copyright.

15. NON-DISCRIMINATION ASSURANCES

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.
<http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1. through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

16. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

18. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

19. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

**SCOPE OF SERVICES FOR
CONSTRUCTION ENGINEERING, INSPECTION & SAMPLING (CEI&S) SERVICES**

PROJECT NOS. A022(431), A022(597), A022(598), A022(599)
PROJECT: SIBB Eastern Bridge Bundle
KEY NOS.: 22431, 22597, 22598, 22599
LOCAL SPONSORS: City of Idaho Falls, City of Pocatello, Bear Lake County, Bonneville County
DATE: December 09, 2021

This scope of work is to provide Construction Engineering, Inspection & Sampling (CEI&S) Services to include contract administration, inspection, materials sampling, and project office documentation under the general direction of the assigned Local Highway Technical Assistance Council (LHTAC) Resident Engineer and the Local Sponsors, for construction of the SIBB Eastern Bridge Bundle. Civil Science (CONSULTANT) will provide the LHTAC with experienced administration, inspection personnel and experienced materials sampling & testing personnel. As applicable, these roles may be filled by sub-consultant firms. Through this contract, CONSULTANT will inspect and document to ITD standards, the activities associated with the project to the level necessary to administer the contract.

ITEMS TO BE PROVIDED BY LHTAC:

- Aid in the maintenance of access to ITD computer systems and project files, where applicable, such as AASHTOWare Project Construction (web version) and the authorizing of ProjectWise project folders.
- Headquarters Lab testing as identified in the QA Manual.

The following tasks represent the individual services that are to be provided by CONSULTANT under this agreement for each project/bridge:

PRIMARY TASKS:

1. **Construction Administration (For Each Project/Bridge)**– CONSULTANT will provide the qualified personnel necessary to administer the Plans, Special Provisions, and Specifications of the project to ensure the project is accepted by the Local Sponsors, the LHTAC, the ITD and the Federal Highway Administration (FHWA). The following sub-tasks represent a partial list of those activities necessary to administer the contract.

- 1.1 Submittal Log & Minimum Testing Requirements (MTR's) – CONSULTANT will develop a list of required submittals prior to the start of construction and will also track and maintain a log of shop drawings and submittals, as well as encourage reviewers to complete their review in a timely manner. Deficiencies will be promptly reported. CONSULTANT will also develop the MTR list prior to start of construction per the QA manual. This information will be used to track the materials testing required on the project and coordination of the testing lab responsible for processing of samples and reporting results.

Performance Assumptions:

- i. Minimum Testing Requirements (MTR's) will be prepared for review and approval of the LHTAC Resident Engineer prior to the start of construction.

**SCOPE OF SERVICES FOR
CONSTRUCTION ENGINEERING, INSPECTION & SAMPLING (CEI&S) SERVICES**

- 1.2 Pre-construction Conference – CONSULTANT will facilitate the Pre-construction Conference including forms and exhibits provided by or coordinated with the LHTAC.

Performance Assumptions:

- i. Coordinate and perform up to four (4) conferences with the Local Sponsor, the LHTAC, the Contractor, Utilities, and other applicable parties. This conference may be combined for multiple projects as agreed to by the Local Sponsor and LHTAC.
- ii. Prepare and distribute up to four (4) sets of pre-con meeting minutes. This number may be reduced as described in 1.2.i.

- 1.3 Labor Compliance – The Contractor’s and Sub-contractor’s certified payroll wage rates will be verified, documented, and tracked for format, classification, pay scale, timely submissions, and concurrence with field reviews.

Performance Assumptions:

- i. Maintain filing systems for certified payrolls and EEO compliance reports using ITD 2002 and ITD 2016 forms and notify contractors on incorrect classification, pay scales, etc.
- ii. Conduct labor interviews (ITD 2014) and DBE interviews (ITD 1701) and notify contractors on incorrect classification, pay scales, etc.
- iii. Maintain records in compliance with Title VI requirements.
- iv. Labor compliance will be performed for prime contractor and up to five (5) subcontractors.

- 1.4 Civil Rights Compliance – Consultant and Contractor personnel will be monitored for civil rights compliance. The LHTAC Resident Engineer will be notified of instances of non-compliance.

Performance Assumptions:

- i. Inspect Project Boards for required Civil Rights and EEO Compliance Postings.

- 1.5 Filing & Records Verification – Project files will be posted to ProjectWise and maintained on a weekly basis. Electronic copies of important or requested information will be readily available to the LHTAC Resident Engineer on ProjectWise. An on-going process of periodic checks of the files will occur during the project to ensure that all records are being accurately kept and the filing system is up to date.

Performance Assumptions:

**SCOPE OF SERVICES FOR
CONSTRUCTION ENGINEERING, INSPECTION & SAMPLING (CEI&S) SERVICES**

- i. Maintain project filing systems electronically using ProjectWise and activate and manage the projects in AASHTOWare Project Construction.
 - ii. Address periodic review comments.
 - iii. Maintain all correspondence documents electronically in ProjectWise.
 - iv. Post contract bid item testing and certification documentation to ProjectWise. Contract items will not be paid without their corresponding test or certification posted to ProjectWise.
 - v. Post QASP testing results - CONSULTANT will post Quality Assurance Special Provision test reports into a CONSULTANT provided ITD QASP calculation spreadsheet. The QASP spreadsheet will generate Pay Factor and F&T results for transmittal to contractors.
 - vi. Post AASHTOWare Project Construction Entries – CONSULTANT will enter AASHTOWare Project Construction entries for the project pay estimates from field diaries and pay item documents. Check pay item quantities against MTR's to assure quantities posted have appropriate certifications and test reports. AASHTOWare Project Construction Daily Work Reports (DWR's) will only identify a chargeable or non-chargeable day.
- 1.6 Progress Estimate Preparation –Pay Item Reports (ITD 2780) will be prepared for and presented to the LHTAC Resident Engineer that identify the quantity to be paid and how the quantity was measured or determined.
- Performance Assumptions:
- i. Prepare monthly pay estimate packages.
 - ii. Prepare monthly project budget projections.
 - iii. ITD 2242 Time Accounting form will be provided monthly with pay estimate development.
 - iv. Prompt payment requirements, as reported in ITD's Diversity Tracking System, will be monitored by LHTAC.
- 1.7 Materials Certifications – Certifications, as required by bid item, will be requested for all materials incorporated into the projects. Certifications will be received, reviewed for conformance with plans and specs, and accepted prior to payment or allowing the certified material to be incorporated into the project.
- 1.8 Pre-Pour and Pre-Paving Meetings – CONSULTANT will facilitate a pre-pour and pre-pave meetings with the Contractor.

**SCOPE OF SERVICES FOR
CONSTRUCTION ENGINEERING, INSPECTION & SAMPLING (CEI&S) SERVICES**

Performance Assumptions:

- i. Coordinate and perform up-to four (4) pre-pour meetings with testing firms, the LHTAC, the Local Sponsor, and the Contractor. These meetings may be combined for multiple projects as agreed to by the Local Sponsor and LHTAC.
- ii. Prepare and distribute up to four (4) pre-pour agendas and minutes. This number may be reduced as described in 1.8.i.
- iii. Coordinate and perform up to three (3) pre-pave meetings with testing firms, the LHTAC, the Local Sponsor, and the Contractor. These meetings may be combined for multiple projects as agreed to by the Local Sponsor and LHTAC
- iv. Prepare and distribute up to three (3) pre-pave agendas and minutes. This number may be reduced as described in 1.8.iii.

- 1.9 Progress Meetings – Weekly/Periodic progress meetings will be held on site or at an otherwise Engineer approved location.

Performance Assumptions:

- i. Attend and conduct weekly progress meetings and prepare minutes for distribution and review.

- 1.10 Monthly Invoicing – Monthly invoices of CONSULTANT labor for each project will be submitted to the LHTAC Resident Engineer for review and processing each month. Each invoice package will contain approved timesheets and task descriptions for all labor expended and appropriate backup for all direct costs **specific to each project**.

CONSULTANT will formally notify the Agreement Administrator upon reaching 75% of the expended contract amount.

Performance Assumptions:

- i. All labor hours and direct expenses for each of the four projects will be tracked and billed separately and then compiled into one monthly invoice clearly showing costs per project. Every effort must be given to track and bill costs according to individual projects.

- 1.11 Subcontracts – CONSULTANT will review and present subcontracts for approval by the LHTAC.

- 1.12 Change Orders – CONSULTANT will prepare and analyze Change Orders for review and processing by the LHTAC Resident Engineer.

**SCOPE OF SERVICES FOR
CONSTRUCTION ENGINEERING, INSPECTION & SAMPLING (CEI&S) SERVICES**

Performance Assumptions:

- i. CONSULTANT will consult with the LHTAC Resident Engineer and each Local Sponsor, and in coordination with other assigned LHTAC and ITD personnel, as required by the ITD Contract Administration Manual, and prepare the ITD 2317 as well as all other documents necessary to complete the change order process.
- ii. CONSULTANT will assist the LHTAC Resident Engineer and the Local Sponsors in preparing for any litigation or other action that may arise. This work will be considered additional work and will be further scoped and negotiated on an as needed/requested basis.
- iii. For pending claims concerning extra work or work beyond the original scope, CONSULTANT will maintain accurate force account records showing actual cost of such work. This work will be considered additional work and will be further scoped and negotiated on an as needed/requested basis.

- 1.13 Contract Submittal Review – Contract submittals will be reviewed as necessary. It is understood that some interpretations and clarifications will be directed to the LHTAC Resident Engineer or Design Engineer.

Performance Assumptions:

- i. Traffic Control Plans – Traffic Control Plans will be reviewed for compliance with MUTCD and ITD specifications. Traffic Control Plans will be reviewed and accepted by the Local jurisdiction prior to giving the Contractor approval to proceed. Any changes to the Traffic Control Plan will be discussed and approved by the Local jurisdiction no less than 48-hours prior to implementation.
- ii. CPM Review – The contractor's CPM schedules will be reviewed to ensure that activity dates are correctly recorded for accuracy.
- iii. Submittals – Consultant will review submittals for material to be incorporated into the projects per the specifications. CONSULTANT will check items found on the ITD Qualified Products List prior to the material being incorporated into the projects.
- iv. Interpretations and Clarifications – It is expected that CONSULTANT will perform routine interpretations and clarifications on the projects.
- v. Shop Drawings - Consultant will review shop drawings for general contract conformance and then transmit to the Engineer of Record for a structural review and approval. Consultant will notify LHTAC when these are transmitted.

- 1.14 Asphalt mix designs will be reviewed and approved by LHTAC/ITD Materials Engineers/Consultant.

**SCOPE OF SERVICES FOR
CONSTRUCTION ENGINEERING, INSPECTION & SAMPLING (CEI&S) SERVICES**

- i. CONSULTANT will check items found on the ITD Qualified Products List prior to the material being incorporated into the projects.
- 1.15 Public Relations – CONSULTANT will respond to and coordinate all public inquiries and/or concerns with the Contractor, the LHTAC Resident Engineer, and each Local Sponsor for appropriate action. Records of contracts and responses will be maintained.
- 1.16 Utility Company/Irrigation District/Property Owner/Agency Coordination– In accordance with the construction Contract, CONSULTANT will ensure that adequate notice and coordination with affected Utilities, Irrigation Districts, and Property Owners is given. As appropriate, these companies or owners will be informed of work expectations and progress. All concerns and issues raised through this coordination will be brought to the attention of the LHTAC Resident Engineer and each Local Sponsor for appropriate action. Records of contacts and responses will be maintained.
- 1.17 511 Reporting – CONSULTANT will complete and submit the ITD – 0511 form to the LHTAC Resident Engineer before the start of construction. CONSULTANT will update the form monthly and following any major changes to project traffic control or limitation due to construction activities.
- 2. **Survey Control (For Each Project/Bridge)**– CONSULTANT will spot check and verify Contractor surveys for accuracy and compliance with the plans and specifications. This work will be conducted by the CONSULTANT’s inspection staff.
- 3. **Project Inspection (For Each Project/Bridge)**– CONSULTANT will provide the qualified and certified personnel necessary to inspect the work in accordance with the Plans, Special Provisions, and Specifications of the project to ensure the project is accepted by the Local Sponsors, the LHTAC, the ITD and the Federal Highway Administration (FHWA). A spreadsheet with qualifications and certifications will be prepared and maintained to ensure full compliance with the ITD, WAQTC, and IQP requirements.
 - 3.1 Inspector Diaries – Daily reports on ITD approved forms will be prepared to record the Contractor’s hours on site, weather conditions, data relative to questions or identified change orders, changed conditions, daily activities, labor compliance, civil rights compliance, decisions, observations in general, and specific observations in more detail as the case of observing test procedures. Project files and daily diaries will be maintained, and copies will be uploaded to ProjectWise on a weekly basis. Certificates of inspections, tests, and approvals required by the Contract Documents will be received and reviewed.
 - 3.2 Identify and Recommend Corrections – Any omissions, substitutions, defects and deficiencies in the work of the Contractor will be identified and documented with recommendations reported to the Engineer.
 - 3.3 Pay Quantity Collection – Pay quantities and quantity measurements will be checked for accuracy and prepared for processing for payment to the Contractor.

**SCOPE OF SERVICES FOR
CONSTRUCTION ENGINEERING, INSPECTION & SAMPLING (CEI&S) SERVICES**

- 3.4 Environmental & Erosion Control Monitoring – CONSULTANT will provide a certified inspector to observe compliance with permits and each project’s approved Pollution Prevention Plan (PPP) or SWPPP. CONSULTANT will participate in joint inspections with the Contractor’s WPCM for compliance with each project’s approved environmental plan.

Performance Assumptions:

- i. This scope includes one inspection per week per project with two additional inspections per project. The scope includes one (1) hour per inspection. Attendance at the weekly meeting is not included by the environmental inspector. A daily diary will not be prepared by the environmental inspector for site visits. Development of the ITD 2786 or ITD 2802 will be the responsibility of the Contractor. Daily diaries will be completed by the assigned project inspector.
 - ii. Turbidity monitoring will be the responsibility of the Contractor. The CONSULTANT will perform this work at the request of the LHTAC. This work will be considered additional work and will be further scoped and negotiated on an as needed/requested basis.
- 3.5 Fuel Price Adjustment Calculations - Fuel Price adjustments will be calculated in accordance with sub-section 109.02.B of the construction contract and paid monthly. Record of each month’s calculation will be included in the project files.
- 3.6 Asphalt Price Adjustment Calculations - Asphalt Price adjustments will be calculated in accordance with sub-section 109.02.B of the construction contract and paid as applicable for month’s where paving has occurred. Record of each month’s calculation will be included in the project files.
- 3.7 Surface Smoothness Adjustment Calculations – Surface Smoothness will be reviewed based on Straightedge Requirements.

4. **Materials Sampling & Testing (For Each Project/Bridge)** – CONSULTANT will provide the qualified and certified personnel necessary to sample and test materials in accordance with the requirements of the Plans, Special Provisions, and Specifications of the project to ensure the project is accepted by the Local Sponsors, the LHTAC, the ITD and the Federal Highway Administration (FHWA). The following items represent the major sub-tasks required for administering this portion of the agreement.

- 4.1 Quality Assurance and Verification Sampling & Testing – Sampling & Testing will be performed according to ITD Quality Assurance requirements and the LHTAC Resident Engineer including verification sampling. Sampling of component materials and completed work items will be performed to verify that the materials and workmanship incorporated in the projects are in substantial conformity with the plans, specifications, and contract special provisions. CONSULTANT will meet the minimum sampling frequencies per the MTR’s as approved by the LHTAC Resident Engineer and as required due to project phasing, or other factors which could affect minimum testing frequencies.

**SCOPE OF SERVICES FOR
CONSTRUCTION ENGINEERING, INSPECTION & SAMPLING (CEI&S) SERVICES**

CONSULTANT will provide daily monitoring of the Contractor's Quality Control activities at the project site. The CONSULTANT will not be required to provide, coordinate, schedule, or review IA testing for these projects.

- 4.2 Prepare and Transmit Test Results – The Contractor's Quality Control Plan will be monitored pursuant to QC/QA Special Provisions.
- 4.3 Schedule for Sampling – The LHTAC Resident Engineer will be informed of the project sampling and testing schedules and all documentation reports of sampling and testing will be completed and submitted the same week the work is done or as otherwise directed.
- 4.4 Acceptability of "or-equal" Products – CONSULTANT will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor. Recommendations will be made to the LHTAC Resident Engineer for change orders before allowing any substitutes.

Performance Assumptions:

- i. This scope includes the completion of the material sampling and testing at the rates and frequencies identified in the CE&I agreement package.
- 5. **Precast Girder Inspection and Testing (For Each Project/Bridge)**– CONSULTANT will provide the qualified personnel necessary to inspect the Fabricator's work, as well as sample and test the materials in accordance with the Plans, Special Provisions, and Specifications of the project to ensure the project is accepted by the Local Sponsors, the LHTAC, the ITD and the Federal Highway Administration (FHWA). The CONSULTANT will perform required inspection services in accordance with LHTAC procedures, policies, and directives.
 - 5.1 On-site Inspection – CONSULTANT will conduct routine on-site visits of the Fabricator's facility to observe work in progress. CONSULTANT will report work progress on a daily and weekly basis to the project staff using LHTAC form 25. The frequency of observations will be as directed by LHTAC. General observations will be limited to the following items:
 - i. Plant Inspections – Site visits to the Contractor's ready-mix concrete facility will be conducted at the start of the projects and equipment will be reviewed for general compliance with the Contract Specifications Subsection 502.03.
 - ii. Form/concrete clearances.
 - iii. Reinforcement layout and ties.
 - iv. Tensioning operations
 - 5.2 Materials Testing – CONSULTANT will provide and coordinate materials sampling and testing services as required by ITD specifications and the LHTAC Resident Engineer.

**SCOPE OF SERVICES FOR
CONSTRUCTION ENGINEERING, INSPECTION & SAMPLING (CEI&S) SERVICES**

- 5.3 Reporting – The CONSULTANT will prepare daily reports on LHTAC forms recording observations in general, and specific observations in more detail (as in the case of observing test procedures); and send copies to project staff. Project photos will be included with daily reports when appropriate.

6. **Record Drawings & Project Close-Out (For Each Project/Bridge)**- CONSULTANT will track changes and deviations from the plans and throughout the duration of the projects. At project close-out, all records will be finalized and quantity calculations verified. The final package of records will be available on ProjectWise. CONSULTANT will submit a Materials Summary Review spreadsheet in the conformance with the current ITD ProjectWise process or an Engineer approved equal format to the LHTAC for review and acceptance. This summary must include the contract item number, form of acceptance, Pass/Fail/Other, Test Date, Personnel name and entering and checking data, Quantity Represented, Comments as applicable.

Performance Assumptions:

- 6.1 Verify that all necessary documents have been received for submission of contractor's affidavit of payment.
- 6.2 Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, including certificates of inspection, tests and approvals, shop drawings, samples, and the annotated record documents which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment.
- 6.3 CONSULTANT will participate in one (1) inspection per bridge after notice from the Contractor that the entire work is ready for its intended use, in the company of the Local Sponsor, LHTAC Resident Engineer and the Contractor, to determine if the work is Substantially Complete. If there are no objections, from the Local Sponsor. CONSULTANT will deliver a certificate of substantial completion to the LHTAC Resident Engineer and the Contractor.
- 6.4 CONSULTANT will participate in one (1) final inspection per bridge, to include representatives from the Local Sponsor and the LHTAC, to determine if the completed work by the contractor is acceptable so that CONSULTANT and the LHTAC may recommend in writing, final payment to the Contractor. CONSULTANT will also provide a notice that the work is acceptable to the best of their knowledge, information and belief based on the extent of the services provided under this agreement.
- 6.5 Review and approve record plans developed by the Contractor showing appropriate record information based on project annotated documents and observations. As outlined in the specification, one electronic, stamped, approved copy will be included in each project's final documentation.
- 6.6 Full and final project documentation in ProjectWise must be completed no later than 30 days after the project work completion date. All documentation identified as "punch list"

SCOPE OF SERVICES FOR CONSTRUCTION ENGINEERING, INSPECTION & SAMPLING (CEI&S) SERVICES

items which have been requested and not received due to Contractor lack of response are not subject to this timeframe and will be turned over to the LHTAC close out staff.

Key Understandings - It is anticipated that each CONSULTANT personnel assigned to the projects will be furnished with a vehicle, digital camera and cellular phone by CONSULTANT and all work will be under the supervision of the LHTAC Resident Engineer or their assigned representative.

Project Schedule - CONSULTANT proposes to implement its services within the following schedule: The scope of work for this agreement will run in accordance with the contractor's construction schedule. It is anticipated that CONSULTANT will be engaged in CE&I services from (May /2022) through end of (October/2023).

Professional Service Fee - CONSULTANT will invoice the LHTAC Resident Engineer for professional services described in this Scope of Work. Special attention and effort will be given to track and invoice the costs individually per bridge project as described in Task 6.7.- Monthly Invoicing, described above. CONSULTANT will invoice the LHTAC Resident Engineer for professional labor and reimbursable expenses based on the Cost Estimate and will bill only for the efforts actually expensed to complete the projects in accordance with the provisions of the ITD Task Order for this work.

The fee estimate, level-of-effort projections, and schedule assumptions represent CONSULTANTS professional judgment. They are presented to allow a review of our approach. As we initiate activities, it may become apparent some modifications to this proposal are necessary due to changes in the Contractor's schedule. CONSULTANT will advise the LHTAC Resident Engineer and the Local Sponsor of such issues and any fee and/or schedule impact prior to implementing revised activities.

CONSULTANT NAME: Civil Science
PROJECT NAME: S Higbee Dr., Butte Arm canal Bridge, Idaho Falls
Key No. 22431

A. SUMMARY ESTIMATED LABOR-DAY COSTS

						3.1425				Loaded		Raw Labor	
Position	Name	Man-Days		Man-Hours		Hrly Rate		Hrly Rate				Cost	
Project Manager	R. Ramsey	60.19	=	481.50	@	\$71.50		\$224.69	=	\$		108,187.13	
Lead Inspector	A. Zahrn	134.50	=	1076.00	@	\$39.22		\$123.25	=	\$		132,615.15	
Inspector	B. Bingham	28.50	=	228.00	@	\$40.50		\$127.27	=	\$		29,017.71	
Clerical	B. Elam	18.13	=	145.00	@	\$29.68		\$93.27	=	\$		13,524.00	
TOTAL LOADED LABOR COST										=	\$	283,344.00	
Overtime			=	0.00	@	\$	-		=	\$		-	
TOTAL LOADED LABOR COST WITH OT										=	\$	283,344.00	

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

189.63% Approved Rate

C. NET FEE

8.50% Negotiated Fee

D. FCCM

Approved FCCM Rate

E. OUT-OF-POCKET EXPENSE SUMMARY

										Estimated		
				Est Amount		Unit Cost		Expense				
* MILEAGE (miles)												
CSTF to Higbee Ave (RT)		328	miles									
Project Manager (1x per wk)		27	trips	8,856	mi	@	\$	0.585	=	\$	5,180.76	
Lead Inspector (1x per wk)		25	trips	8,200	mi	@	\$	0.585	=	\$	4,797.00	
Inspector (1 x per wk)		2	trips	656	mi	@	\$	0.585	=	\$	383.76	
Hotel to Higbee Ave (RT)		8	miles									
Lead Inspector (4 x per wk)		96	trips	768	mi	@	\$	0.585	=	\$	449.28	
Inspector (0.25 x per wk)		2	trips	16	mi	@	\$	0.585	=	\$	9.36	
CSTF to Caldwell (Girders) (RT)		316	miles									
Inspector (1 x per slabs)		7	trips	2,212	mi	@	\$	0.585	=	\$	1,294.02	
LODGING AND MEALS (\$96/59)												
Project Manager				days	@	\$	41.25	=	\$		-	
Lead Inspector (4 nights/wk)		24 weeks @ 4.5*\$59 + 4*\$96+tax		24 weeks	@	\$	707.00	=	\$		16,968.00	
Inspector (1 night/wk)		2 trips @ 2*.75*\$59 + \$96+tax		2 days	@	\$	198.90	=	\$		397.80	
TOTAL ESTIMATED EXPENSE										=	\$	29,479.98

F. SUBCONSULTANTS

2 STRATA

= \$ 34,610.33

TOTAL = \$ 347,434.30

Construction Engineering, Inspection & Sampling (CE &I) Services

Projects Tasks

I. Construction Administration

- 1.1 Submittal Log & Minimum Testing Reqmts
- 1.2 Pre-construction Conference
- 1.3 Labor Compliance
- 1.4 Civil Rights Compliance
- 1.5 Filing and Records Verification
- 1.6 Progress Estimate Preparation
- 1.7 Materials Certifications
- 1.8 Pre-Pour and Pre-Paving Meetings
- 1.9 Progress Meetings
- 1.10 Monthly Invoicing
- 1.11 Subcontracts
- 1.12 Change Orders
- 1.13 Contract Submittal Review
- 1.14 Asphalt Mix Design
- 1.15 Public Relations
- 1.16 Utility/Irrig Dist/Property Owner/Agency Coordination
- 1.17 511 Reporting

Subtotal

2. Survey Control - Spot Check Verification

Subtotal

3. Project Inspection

- 3.1 Inspection and Diaries
- 3.2 Identify and Recommend Corrections
- 3.3 Pay Quantity Collection
- 3.4 Environmental & Erosion Control Monitoring
- 3.5 Fuel Price Adjustment Calcs
- 3.6 Aphalt Price Adjustment Calcs
- 3.7 Surface Smoothness Adjustment Calcs

Subtotal

4. Materials Sampling & Testing

- 4.1 Quality Assurance & Verification Sampling & Testing
- 4.2 Prepare & Transmit Test Results
- 4.3 Schedule for Sampling
- 4.4 Aceptability of or equal Products

Subtotal

5. Precast Girder Inspection and Testing

- 5.1 Onsite Inspection
- 5.2 Materials Testing
- 5.3 Reporting

Subtotal

6. Record Drawings & Project Close-Out

- 6.1 Verify Documents and Project Closeout
- 6.2 Receive Bonds, certifications, etc.
- 6.3 Substantial Completion Review
- 6.4 Final Inspection
- 6.5 Review and Approve Record Plans
- 6.6 Projectwise Final Documentation

Subtotal

GRAND TOTAL

Civil Science					STRATA						
R. Ramsey	A. Zahn	B. Bingham	B. Elam		T. Lindsay	B Smith	J. Kishiyama	N. Vento	J. Paulson	A. Paulson	
Project Manager	Lead Inspector	Inspector	Clerical	Total	Principle	Project Manager	QA Manager	Senior Technician	Technician	Clerical	Total
4.00	4.00	4.00	4.00	16.00							0.00
12.00	3.00			15.00							0.00
			31.00	31.00							0.00
1.00	4.00		4.00	9.00							0.00
24.00	48.00		48.00	120.00							0.00
28.00	48.00	18.00	12.00	106.00							0.00
24.00				24.00							0.00
14.00	2.00			16.00							0.00
158.00	24.00			182.00							0.00
8.00			16.00	24.00	2.00					4.00	6.00
6.00			12.00	18.00							0.00
12.00	6.00			18.00							0.00
24.00	24.00			48.00							0.00
2.00				2.00							0.00
24.00				24.00							0.00
	24.00			24.00							0.00
12.50				12.50							0.00
353.50	187.00	22.00	127.00	689.50	2.00	0.00	0.00	0.00	0.00	4.00	6.00
	6.00			6.00							0.00
0.00	6.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	792.00	112.00		952.00							0.00
6.00				6.00							0.00
14.00				14.00							0.00
14.00	56.00			70.00							0.00
3.50				3.50							0.00
1.00	1.00			2.00							0.00
	1.00			1.00							
86.50	850.00	112.00	0.00	1048.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				0.00		7.00		82.00			89.00
7.00				7.00		7.00					7.00
	7.00			7.00		4.00					4.00
4.00				4.00							0.00
11.00	7.00	0.00	0.00	18.00	0.00	18.00	0.00	82.00	0.00	0.00	100.00
		80.00		80.00							0.00
				0.00		7.00		50.00			57.00
6.50				6.50	2.00	8.00					10.00
6.50	0.00	80.00	0.00	86.50	2.00	15.00	0.00	50.00	0.00	0.00	67.00
7.00	16.00	14.00	14.00	51.00							0.00
			4.00	4.00							0.00
7.00	2.00			9.00							0.00
6.00	6.00			12.00							0.00
2.00	1.00			3.00							0.00
2.00	1.00			3.00							0.00
24.00	26.00	14.00	18.00	82.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
481.50	1076.00	228.00	145.00	1930.50	4.00	33.00	0.00	132.00	0.00	4.00	173.00

S Higbee, Idaho Falls-Assumptions

2.5 hrs from Twin
CEI Contract January through August 8 months
6 months active construction, 24 weeks, 112 WD January through June
8 hrs for MTR, 8 hrs to build and maintain log
2 coordinate, 3 hr host, 5 hr travel to pre-con, 2 meeting minutes and distribution
set up files, 1st PR review, spot check, (6 subs) for 24 wks=144 prs- 1hrs/wk
8 interviews@0.5hrs, PM monitor and spot check, file management
PM 1 hr/wk, LI 2 hrs/wk, CL 2hrs/wk
7 estimates, PM 4hr/est, LI 8hr/est, CL 2hr/est, Inspec 8hr/est
PM 1hr/wk
1hr meetings, prep, minutes, 10hrs travel
PM 5 hrs travel/week (minus the 2 weeks for pre pour meetings), 1 hr meeting, Prep, minutes, =7/wk
8 invoices, PM 1hr/inv, CL 2 hrs/inv, Strata 3 invoices@2 hrs inv
6 subs, PM 1 h/sub, CL 2hr/sub
3 change orders, 6 hours each
2 hrs /wk
1 hr/week
1 hr/week
1 hr for initial, 0.5 hr/wk

1hr/mo

PM 3hr/wk, LI 6hrs/day+ 5hr travel/wk, Insp. 1/hr/day
1hr/ mo
7 estimates 2 hrs/estimate
24 inspections + 4 Storm Driven, PM 0.5/insp, LI 2hrs/insp including report
0.5 hrs/est
2 hrs
Straightedge inspection

10 minutes to the project site

, PM 1/2hr/wk
2hrs/mo

2.5 hrs one way trip for CS, 0.5 hr one way for Strata

5 days, 5 hrs rt Civil Science to Forterra 65 travel hours, 3hrs/day inspection
13 slabs, assume 5 days, 1.5 hrs rt Strata to Forterra,
1/2hr per review CS, 1 hr/test Strata, .5 hr/test QC

LI, CL 2hrs/estimate, PM 1hr/est, LI 2 days of review and reporting and follow up from DRI review.

PM 5 hrs travel, 2 hr meeting
PM 5 hrs travel, 1 hr meeting

hrs/wk20.0644.839.506.04

CONSULTANT NAME: STRATA
PROJECT NAME: S Higbee Dr., Butte Arm canal Bridge, Idaho Falls
Key No. 22431

A. SUMMARY ESTIMATED LABOR-DAY COSTS

						3.1826		Loaded		Raw Labor	
Position	Name	Man-Days		Man-Hours		Hrly Rate		Hrly Rate		Cost	
Principle	T. Lindsay	0.50	=	4.00	@	\$66.23		\$210.79	=	\$	843.14
Project Manager	B Smith	4.13	=	33.00	@	\$47.91		\$152.48	=	\$	5,031.83
QC Manager	J. Kishiyama	0.00	=	0.00	@	\$55.79		\$177.56	=	\$	-
Senior Technician	N. Vento	16.50	=	132.00	@	\$36.20		\$115.21	=	\$	15,207.88
Technician	J. Paulson	0.00	=	0.00	@	\$30.45		\$96.91	=	\$	-
Clerical	A. Paulson	0.50	=	4.00	@	\$29.40		\$93.57	=	\$	374.28
TOTAL LOADED LABOR COST										=	\$ 21,457.14
Overtime	N. Vento		=	0.00	@	\$ 17.50			=	\$	-
Overtime	J. Paulson		=	0.00	@	\$ 15.23			=	\$	-
TOTAL LOADED LABOR COST WITH OT										=	\$ 21,457.14

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

193.33% Approved Rate

C. NET FEE

8.50% Negotiated Fee

D. FCCM

0.00% Approved FCCM Rate

E. OUT-OF-POCKET EXPENSE SUMMARY

		Est Amount		Unit Cost		Expense	
MILEAGE (miles)							
STRATA IF to Higbee Ave, Idaho Falls (RT)		6 miles					
Tester	29 trips	174	mi	@	\$ 0.585	= \$	101.79
STRATA Boise to Forterra (RT)		60 miles					
Tester	14 trips	840	mi	@	\$ 0.585	= \$	491.40
TESTING							
Anti Strip		1.00	EA	@	\$100.00	=	\$100.00
Asphalt Core Density		5.00	EA	@	\$70.00	=	\$350.00
Compressive Strength 6 x12		85.00	EA	@	\$40.00	=	\$3,400.00
Fracture Face		5.00	EA	@	\$95.00	=	\$475.00
Ignition Oven Correction Sample			EA	@	\$385.00	=	\$0.00
Moisture Content		5.00	EA	@	\$60.00	=	\$300.00
Moisture Density Checkpoint		12.00	EA	@	\$200.00	=	\$2,400.00
Moisture Density Curve		2.00	EA	@	\$330.00	=	\$660.00
Rice Max Theoretical		1.00	EA	@	\$165.00	=	\$165.00
Sand Equivalent - 1 point		5.00	EA	@	\$140.00	=	\$700.00
Sieve Analysis		10.00	EA	@	\$205.00	=	\$2,050.00
Sieve Analysis greater than 2"			EA	@		=	\$0.00
Sieve analysis 4" materail			EA	@		=	\$0.00
Sieve Analysis - 200 Wash Only			EA	@		=	\$0.00
Specific Gravity - Coarse.Fine Agg			EA	@		=	\$0.00
Asphalt Volumetric Properties			EA	@		=	\$0.00
Chemistry Suite (Sulfates, Resistivity			EA	@		=	\$0.00
Compressive Strength 2" Cube		12.00	EA	@	\$55.00	=	\$660.00
Extraction, Gradation, Moisture			EA	@	\$300.00	=	\$0.00
Density Guage		10.00	Day	@	\$130.00	=	\$1,300.00
		138.00					
TOTAL ESTIMATED EXPENSE						=	\$13,153.19
LODGING AND MEALS (\$94/55)							
Tester		0	days	@	\$ 44.50	= \$	-
TOTAL ESTIMATED EXPENSE						=	\$ 13,153.19

TOTAL = \$ 34,610.33

22431
A022(431)
S Higbee Dr, Idaho Falls
2020

*Assume 0.3 hr travel round trip

Description	Bid Quantity		Type of Test	Testing Frequency		Estimated Number of Samples/Tests	Estimated Trips Required	Estimated Hours per Trip *	Total Hours	Notes	Number of Lab Tests	Test	Number of Field Tests	Test
Rem of Obstructions	1	LS	Density	1/	200 LF	3	1	3	3	Water Line Removal per 203.03.E	1	Proctor	3	Density
Excavation	1,430.00	CY	ITD-850 Density	1/	5,000 CY	2	1	3	3	Per typical section excavation is to top of subgrade and no embankment is anticipated. 1 test per side	1	Proctor	2	Density
Excavation and Repair of Soft Spot	60.00	CY	ITD-850 Density	1/	300 SF	2	2	2	4	1 density per each repair area or combination of areas but not less than 300SF each.	2	1-point	2	Density
Granular Subbase	630.00	Ton	Small Quantity	1/	5,000 Ton	0	0	0	0	Small Quantity- NONE- RE says not testing required				
3/4" Aggregate	1,330.00	Ton	Small Quantity	1/	1,000 Ton	2	2	2	4		2	Grad, SE, Moisture		
Superpave HMA PAV INCL ASPH&ADD CL SP-2	410.00	Ton	Loose Mix (RICE ONLY)	3/	- Project	3	1	8	8	Less than one lot = 3 loose mix samples for Rice only Assumes 1 day of paving	1	Rice	3	Samples
ASPH&ADD CL SP-2	410.00	Ton	Density/Cores	5/	- Project	5	0	4	0	less than one lot = 5 cores trip included in loose mix	5	Cores	5	Density
Superpave HMA PAV INCL ASPH&ADD CL SP-2	410.00	Ton	ITD 859 PG Binder & Anti Strip	1/	1 Shift	1	1	3	3	1 sample (3 quart cans) per shift, Assume sampling in Idaho Falls - Assumes one day of paving if more days of paving 1 sample a day	1	Anti-Strip		
Sidewalk	431.3	SY	Density	1/	- Project	1	1	5	5	1 density per project, assumes 1 trip for sidewalk, ramps, driveways	1	One Point	1	Density
Driveway	105.9	SY	Density	1/	- Project	1	0	3	0	1 density per project	1	One Point	1	Density
Curb Ramp	49.0	SY	Density	1/	- Project	1	0	3	0	1 density per project	1	One Point	1	Density
Curb & Gutter	754.3	FT									0	One Point	0	Density
Water Line 6"	48.8	FT	Density	1/	200 FT	1	1	2	2	Per Section 210 - Compaction Backfill	1	One Point	1	Density
Water Line 8"	430.8	FT	Density	1/	200 FT	3	2	3	6	Per Section 210 - Compaction Backfill	3	One Point	3	Density
SP 2" Water Service Connection	2.0	EA	Density	1/	Structure EA	2	0	2	0	1 density per sturcture, trip combined with water line	2	One Point	2	Density
SP 18" Steel Casing	50.0	FT	Density	1/	Structure EA	1	1	2	2	1 density per sturcture	1	One Point	1	Density
Conc CL 40 AF SCH No. 2	19.0	CY	Slump Air Content	1/	Structure EA	4	4	4	16	4 Pours (2 Sidewalk, 1 Parapet, 1 CMU) 1 fine and 1 coarse aggregate gradation	0		4	Slump Air
Conc CL 40 AF SCH No. 2	19.0	CY	Compressive Strength	1/	Structure EA	20	4	1	4	4 Pours (2 Sidewalk, 1 Parapet, 1 CMU) 1 fine and 1 coarse aggregate gradation	20	Cyliders	0	
Conc CL 40 AF SCH No. 2	19.0	CY	Coarse and Fine Aggregates	1/	Structure EA	2	1	3	3	4 Pours (2 Sidewalk, 1 Parapet, 1 CMU) 1 fine and 1 coarse aggregate gradation	5	Grad, SE, Moisture, Frac	0	
Prestr Slab 48" Width X 15" Depth	546.0	FT	Slump Air Content	1/	Day EA	13	5	5	25	13 slabs Two Samples of aggregate for project	0		13	Slump Air
Prestr Slab 48" Width X 15" Depth	546.0	FT	Compressive Strength	1/	Day EA	65	5	5	25	13 slabs Two Samples of aggregate for project	65	Cylinders		
Prestr Slab 48" Width X 15" Depth	546.0	FT	Coarse and Fine Aggregate	1/	EA	2	0	5	0	13 slabs Two Samples of aggregate for project	5	Grad, Moisture, SE, Fracture		
Prestr Slab 48" Width X 15" Depth	546.0	FT	Grout Cubes	1/	Day EA	5	2	3	6	13 slabs Two Samples of aggregate for project	6	Cubes		
Combination Ped Bike Traff Rail	83.0	FT								Included in 40 AF above				
SP Bridge GRS Abutment with CMU Face and RSF		LS	Cover Coat Gradation	1/	500 TON	2	2	2	4		2	Fracture Face		
			Fine Aggregate	1/	500 CY	1	1	3	3					
			Coarse Aggregate	1/	500 CY						2	Gradations, Moisture		
SP Bridge GRS Abutment with CMU Face and RSF		LS	Fracture Face	1/	500 TON	1	0	0	0	1 per side	1	Fracture		
SP Bridge GRS Abutment with CMU Face and RSF		LS	Grout Type A	1/	Day	6	2	3	6		6	Grout Cubes		
				1/	Totals	149	39	79	132		135		42	177

Note: * includes preparation, travel to/from, field testing, ITD field documents (no diaries)

1.

Memorandum

File #: 21-526

City Council Meeting

FROM: Brad Cramer, Director
DATE: Tuesday, May 24, 2022
DEPARTMENT: Community Development Services

Subject

Resolution approving the CDBG PY 2021 Consolidated Annual Performance and Evaluation Report (CAPER).

Council Action Desired

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

Approve the Resolution for the 2021 CAPER (or other action as deemed appropriate).

Description, Background Information & Purpose

Pursuant to HUD requirements, entitlement communities receiving CDBG funds must complete an annual performance and evaluation report (CAPER). As part of the reporting process, information on projects completed and funds spent were presented in a public hearing and posted for public comment. The public hearing was held at the April 28, 2022, City Council regular meeting. The meeting was followed by a 15-day public comment period. No comments were received. The CAPER must be submitted to HUD no later than June 30, 2022. Questions about the CAPER or the projects presented may be directed to the CDBG Administrator, Lisa Farris.

Alignment with City & Department Planning Objectives



The CDBG Program supports many of the City's goals and priorities including Livable Communities, Economic Growth, Sustainability, and Well-Planned Growth and Development.

Interdepartmental Coordination

NA

Fiscal Impact

NA

Legal Review

Legal has reviewed the Resolution.

RESOLUTION NO. _____
RESOLUTION OF THE CITY OF IDAHO FALLS
ADOPTING THE ***PY2021 CDBG Consolidated Annual Performance and
Evaluation Report (CAPER)***

FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT

WHEREAS, the City of Idaho Falls has been designated as an entitlement city by the U.S Department of Housing and Urban Development;

WHEREAS, The City of Idaho Falls receives annual grant funding as an entitlement city;

WHEREAS, the City of Idaho Falls is required to submit an Annual Report describing how the grant funds were used and the resulting benefits;

WHEREAS, the City of Idaho Falls held a public hearing on the PY2021 Annual Report held before City Council on April 28, 2022;

WHEREAS, a 15-day public comment period was opened on April 28, 2022 and closed on and through May 13, 2022;

WHEREAS, the City of Idaho Falls has considered all comments received during the 15-day comment period;

WHEREAS, all requirements for adopting the report have been met;

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Idaho Falls to adopt the PY2021 Annual Report and submit the *PY2021 CDBG Consolidated Annual Performance and Evaluation Report* to the U.S. Department of Housing and Urban Development.

DATED this 9th day of June, 2022.

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk



Memorandum

File #: 21-523

City Council Meeting

FROM: Brad Cramer, Director
DATE: Tuesday, May 24, 2022
DEPARTMENT: Community Development Services

Subject

Public Hearing-Rezone from Planned Transition Zone (PT) with no underlying zone district to LC, Limited Commercial and R2, Mixed Residential Zones, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 16.692 acres, Lot 41, Block 9, Martin's Amended #1 known as 535 E 17th ST, Lot 42, Block 9, Martin's Amended #1 known as 587 E 17th ST, Lot 1 Block 1, Willard-Warr known as 925 E 17th ST, Lot 1, Block 1, Turnbull known as 985 E 17th ST, Lots 1-2, Block 1, Desborough Place known as 1354 E 16th St.

Council Action Desired

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

1. Approve the Ordinance Rezoning approximately 16.692 acres, Lot 41, Block 9, Martin's Amended #1 known as 535 E 17th ST, Lot 42, Block 9, Martin's Amended #1 known as 587 E 17th ST, Lot 1 Block 1, Willard-Warr known as 925 E 17th ST, Lot 1, Block 1, Turnbull known as 985 E 17th ST, Lots 1-2, Block 1, Desborough Place known as 1354 E 16th St from PT with no underlying zones to LC and R2, under 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).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from PT with no underlying zone to LC and R2 and give authorization for the Mayor to execute the necessary documents (or take other action as deemed appropriate).

Description, Background Information & Purpose

Attached is the application for Rezoning from PT with no underlying zone to LC and R2, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 16.692 ACRES, Lot 41, Block 9, Martin's Amended #1 known as 535 E 17th ST, Lot 42, Block 9, Martin's Amended #1 known as 587 E 17th ST, Lot 1 Block 1, Willard-Warr known as 925 E 17th ST, Lot 1, Block 1, Turnbull known as 985 E 17th ST, Lots 1-2, Block 1, Desborough Place known as 1354 E 16th St. This is a city-initiated rezoning application that will assign these parcels a zoning designation. The properties are in a Planned Transition Zone, which is an overlay zone that will be removed, but have no underlying zones. The rezoning is occurring because no underlying zone was ever assigned to the property. The zones being assigned match the current use. Staff held a neighborhood meeting to discuss the rezone with property owners, but no one attended. The Planning and Zoning Commission considered this item at its May 3, 2022, meeting and recommended to the Mayor and City Council approval of the zone changes with a unanimous vote. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives

Consideration of the rezone 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 Rezone was reviewed by staff from the Planning Division.

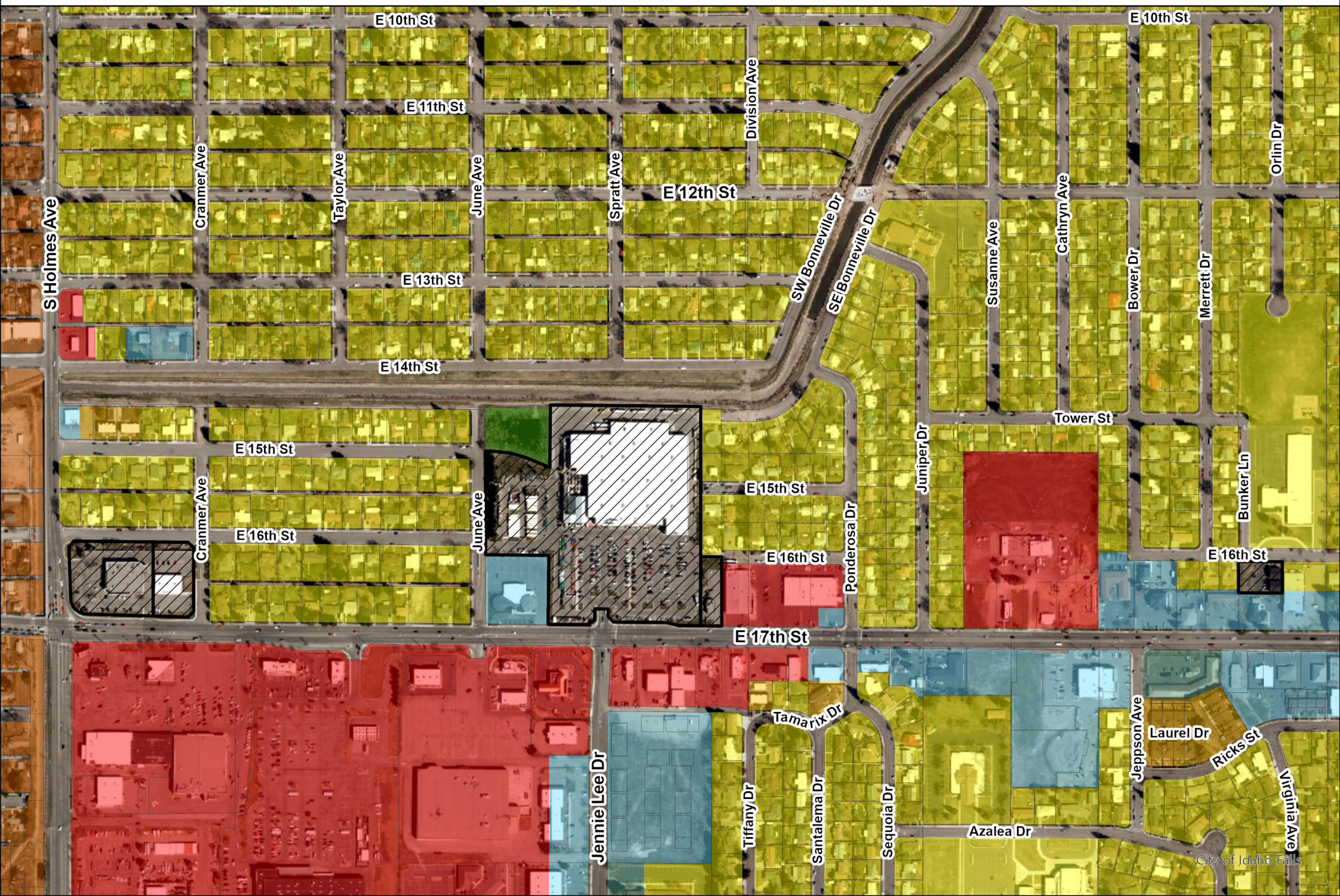
Fiscal Impact

NA

Legal Review

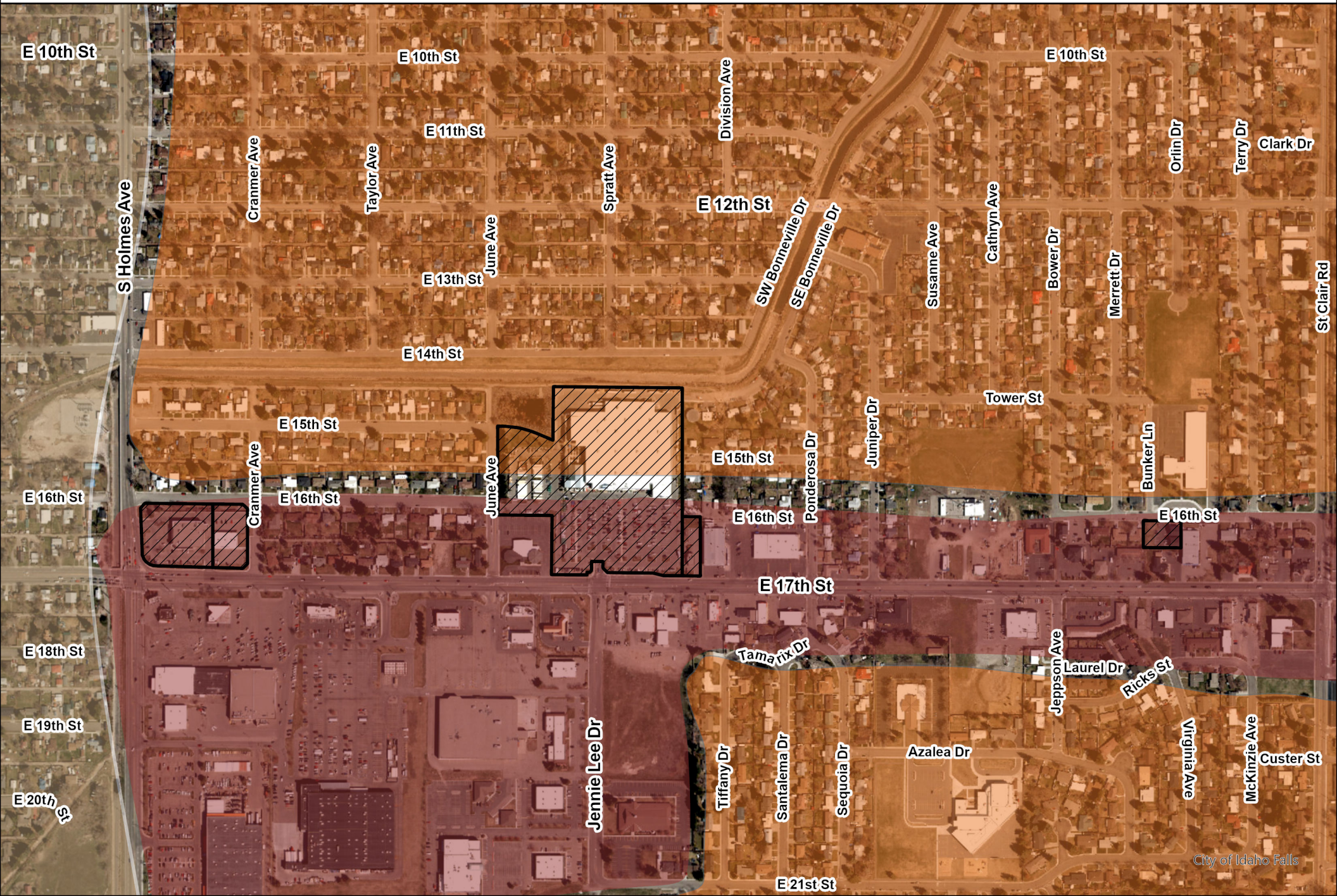
The application and ordinance have been reviewed by the City Attorney pursuant to applicable law.

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





- General Urban
- Mixed Use Centers and Corridors
- Special Use
- Urban Core
- Industrial
- Natural and Open Space
- Suburban



STAFF REPORT

REZONE

PT Overlay with no underlying zone district to LC and R2
535 E 17th St, 587 E 17th St, 925 E 17th St, 985 E 17th St, 1354 E 16th St

June 9, 2022



Community
Development
Services

Applicant: City of Idaho Falls

Project Manager: Caitlin Long

Location: 535 E 17th St, 587 E 17th St, 925 E 17th St, 985 E 17th St, 1354 E 16th St

Existing Zoning:

Site: PT Overlay

North: R1

South: LC, R3A

East: R1, LC

West: TN, R1

Existing Land Uses:

Site: Commercial, Residential

North: Residential

South: Commercial

East: Residential, Commercial

West: Residential

Future Land Use Map:

Mixed Use Centers and Corridors, General Urban

Attachments:

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

Requested Action: To **approve** the rezone from PT, Planned Transition Overlay with no underlying zone district to LC, Limited Commercial, and R2, Mixed Residential.

Staff Comments: These five properties are currently zoned PT Overlay with no underlying zones. The properties include Walgreens, a small commercial multi-unit building next to Walgreens, Lowes, and Subway along 17th St. as well as a property that includes two four-plexes on 16th St. It is being proposed to rezone these properties from PT Overlay to Limited Commercial for those properties along 17th St. and R2 for the multi-unit on 16th St.

The proposed zones match the current use on the property and is being requested because no underlying zone was assigned to these properties as they went through various rezones to the PT Overlay. At this time, there is no anticipated change to these properties, only a rezone as a housekeeping item for these properties. It is being proposed that with the rezone, the PT Overlay is removed. The PT Overlay Zone was implemented by the city in the 80's as a way to deal with redevelopment and access issues in redeveloping areas of town. The Access Management Plan now manages any access issues and many of the development standards required in the PT Zone have been incorporated into the zoning ordinance as a standard development practice.

These properties fall in the Mixed-Use Centers and Corridors and General Urban transects from the Comprehensive Plan. A neighborhood meeting was held by staff on March 15, 2022, for this rezone, and no one was in attendance from those invited.

Staff Recommendation: Staff recommends approval of the rezone from PT, Planned Transition Overlay with no underlying zone district to LC, Limited Commercial, and R2, Mixed Residential to the Mayor and City Council.

Comprehensive Plan Policies:



6. Mixed-Use Centers & Corridors

Snapshot: The Mixed-Use Centers and Corridors Transect denotes areas where people tend to shop, eat and gather. These areas include all housing types but generally at a more intense scale than other areas. These areas also include mixed-use buildings, recreation centers and commercial uses. Mixed-Use Centers and corridors may vary in scale from large, regional commercial centers with supportive housing to smaller commercial pockets called walkable centers that support a well-connected, walkable neighborhood.

Local examples: Northgate Mile and 1st Street corridors, Intersection of 65th South and 5th West, Intersection of Skyline and Broadway, Snake River Landing



5. General Urban

Snapshot: The General Urban Transect denotes residential areas with a mix of commercial and service uses convenient to residents. These areas contain a wide variety of housing types, generally including small single-units, duplexes, triplexes, fourplexes, courtyard apartments, bungalow courts, townhouses, multiplexes and live-work units. Lot sizes are smaller and more compact than suburban areas. These areas could also include, parks, schools, churches and commercial services. These areas have highly connective street patterns, similar to the traditional grid-pattern that encourages bicycle and pedestrian usage. These areas should be near an existing or part of a new walkable center.

Local examples: Bonnavista Addition, Johns Height Subdivision, Jennie Lee Addition, Bell-Aire, Linden Park, Linden Trails, Falls Valley

Rezoning

Considerations:

Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

	Staff Comment
The potential for disruption of agricultural irrigation and drainage systems	None
The potential for damage to neighboring properties or public facilities (including streets, culverts, bridges, and existing storm drains) from accelerated storm water or snow melt run-off	None
The potential for traffic congestion as a result of development or changing land use in the area and need that may be created for wider streets, additional turning lanes and signals, and other transportation improvements	None

The potential for exceeding the capacity of existing public services, including, but not limited to: schools, public safety services, emergency medical services, solid waste collection and disposal, water and sewer services, other public utilities, and parks and recreational services	None
The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties	None
Recent changes in land use on adjoining parcels or in the neighborhood of the proposed zoning map amendment	None

Zoning Ordinance:

11-3-3: PURPOSES 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.

11-3-4: DIMENSIONAL 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	36	*			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.								

11-3-5: PURPOSE OF COMMERCIAL ZONES

(C) LC Limited Commercial Zone. This zone provides a commercial zone for retail and service uses which supply the daily household needs of the City's residents. This Zone is usually located on major streets contiguous to residential uses. This zone is characterized by smaller scale commercial uses which are easily accessible by pedestrians and non-motorized vehicles from the surrounding residential neighborhoods, although larger scale developments such as big-box stores may still serve as anchors. Connectivity is provided with walkways that provide access to and through the development site. Parking for vehicles is understated by the use of landscaping, location, and provision of pedestrian walkways to the businesses.

Table 11-3-5: Dimensional Standards for Commercial Zones

	CC	PB	LC	HC
Site width at front setback - Minimum in ft.		50	*	50
Setbacks – Minimum in ft.				
Front		20	20*	20
Side			*	
Rear			*	
Landscape buffer contiguous to street* in ft.	7*	15	20*	20*
Landscape buffer contiguous to a residential Zones* in ft.	10	10	20/10	30/10
Building height – Maximum in ft.		*	*	
Lot Coverage- Maximum in %		80	80	
*See explanations, exceptions and qualifications that follow in Section 11-3-6A (1-3) of this Zoning Code.				

(Ord. 3233, 12-20-18) (Ord. 3277, 10-10-19)

- (1) In the LC Zone, structures may encroach into the twenty foot (20') setback up to ten feet (10') when designed with a pedestrian walkway a minimum of five feet (5') in width connecting the public sidewalk to the structure's entrance. Parking is not permitted to encroach into the twenty foot (20') setback.
- (2) In the HC Zone, display space may encroach into the landscape buffer contiguous to the street. Such encroachments may not exceed twenty five percent (25%) of the linear frontage contiguous to the street.
- (3) In the CC Zone, the landscape buffer contiguous to a street may be reduced or removed where a building is located within the required landscape buffer, as determined by the Zoning Administrator.
- (4) When a multi-unit dwelling or commercial use is developed on a property that adjoins a property zoned RE, RP, R1, R2, TN, or unincorporated land designated for Low Density Residential in the City's Comprehensive Plan and the height of the building is over twenty-four feet (24'), every one foot (1') of additional building height requires an additional two feet (2') in setback with the minimum setback being thirty feet (30'). (Ord. 3233, 12-20-18)
- (5) For commercial uses, lot coverage shall include all areas under roofs and paved surfaces including driveways, walks, and parking areas. The remaining lot area shall be landscaped as required by this Code.
- (6) In the LC Zone, residential uses shall comply with the R3A Zone dimensional standards.

May 3, 2022

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Joanne Denney, Kristi Brower, Glen Ogden, Arnold Cantu (via Webex) George Morrison (via Webex)

MEMBERS ABSENT: Brent Dixon, Lindsey Romankiw, Margaret Wimborne

ALSO PRESENT: Assistant Planning Director Kerry Beutler; planner Caitlin Long, Brian Stevens, Assistant City Attorney Michael Kirkham, Esq. and interested citizens.

CALL TO ORDER: Joanne Denney called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

MINUTES: Morrison moved to accept the minutes of April 5, 2022 and April 19, 2022 with the correction requested on the April 19, 2022 minutes (check vote), Ogden seconded the motion. Denney called for roll call vote: Cantu, yes; Morrison, yes; Brower, yes; Ogden, yes. The motion passed unanimously.

Public Hearing(s):

1. RZON 22-003: REZON. Rezone from Planned Transition Zone (PT) with no underlying zone district to LC, Limited Commercial and R2, Mixed Residential Zones.

Denney opened the public hearing.

Applicant: City of Idaho Falls.

Long Presented the staff report a part of the record.

No one appeared in support or opposition.

Denney closed the public hearing.

Ogden asked about the overlay. Long indicated that most of the properties along 17th Street do have the PT Overlay still in place.

Morrison feels the designation matches well and the application make sense.

Morrison moved to recommend to the Mayor and City Council approval of the Rezone from PT Overlay with no underlying zone district to LC and R2 as presented, Ogden seconded the motion. Denney called for roll call vote: Cantu, yes; Morrison, yes; Brower, yes; Ogden, yes. The motion passed unanimously.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF LOT 41, BLOCK 9, MARTIN'S AMENDED #1 KNOWN AS 535 E 17TH ST, LOT 42, BLOCK 9, MARTIN'S AMENDED #1 KNOWN AS 587 E 17TH ST, LOT 1 BLOCK 1, WILLARD-WARR KNOWN AS 925 E 17TH ST, LOT 1, BLOCK 1, TURNBULL KNOWN AS 985 E 17TH ST, DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM PT, PLANNED TRANSITION OVERLAY TO LC, LIMITED COMMERCIAL AND LOTS 1-2, BLOCK 1, DESBOROUGH PLACE KNOWN AS 1354 E 16TH ST DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM PT, PLANNED TRANSITION OVERLAY TO R2, MIXED RESIDENTIAL; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning district of lands described in Section 1 is LC Limited Commercial and R2 Mixed Residential for such annexed lands and such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Mixed Use Corridors and Centers" and "General Urban"; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with the City of Idaho Falls Comprehensive Plan; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on May 3, 2022, and recommended approval of zoning the subject property to LC and R2; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on June 9, 2022.

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

SECTION 1: LEGAL DESCRIPTION:

This ordinance shall apply to the following described lands in Idaho Falls, Idaho, Bonneville County, to-wit:

Lot 41, Block 9, Martin's Amended #1 known as 535 E 17th St

Lot 42, Blok 9, Martin's Amended #1 known as 587 E 17th St

Lot 1, Block 1, Willard-Warr known as 925 E 17th St

Lot 1, Block 1, Turnball known as 985 E 17th St

Lots 1-2, Block 1, Desborough Place known as 1354 E 16th St

SECTION 2. Zoning. That the property described in Section 1 and shown on Exhibit A of this Ordinance be and the same hereby is zoned "LC Limited Commercial" and "R2 Mixed Residential" and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

SECTION 3. 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 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 _____, 2022.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO

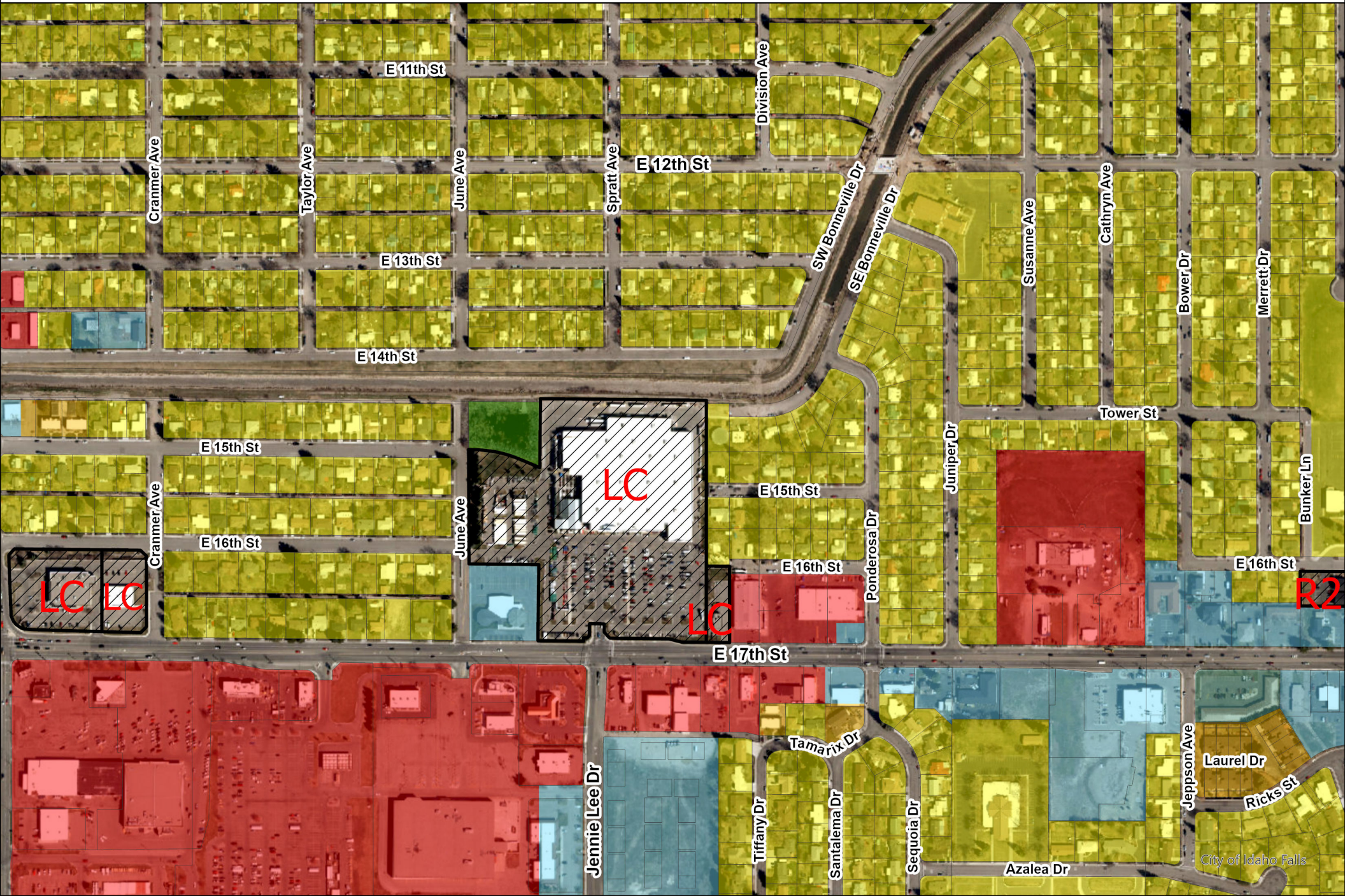
ORDINANCE – ZONING 535 E 17th St, 587 E 17th St, 925 E 17th St, 985 E 17th St, 1354 E 16th St

PAGE 2 OF 3

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; PROVIDING FOR THE REZONING OF LOT 41, BLOCK 9, MARTIN'S AMENDED #1 KNOWN AS 535 E 17TH ST, LOT 42, BLOCK 9, MARTIN'S AMENDED #1 KNOWN AS 587 E 17TH ST, LOT 1 BLOCK 1, WILLARD-WARR KNOWN AS 925 E 17TH ST, LOT 1, BLOCK 1, TURNBULL KNOWN AS 985 E 17TH ST, DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM PT, PLANNED TRANSITION OVERLAY TO LC, LIMITED COMMERCIAL AND LOTS 1-2, BLOCK 1, DESBOROUGH PLACE KNOWN AS 1354 E 16TH ST DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM PT, PLANNED TRANSITION OVERLAY TO R2, MIXED RESIDENTIAL; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk



REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REZONE FROM PT, PLANNED TRANSITION OVERLAY TO LC, LIMITED COMMERCIAL, AND R2, MIXED RESIDENTIAL FOR APPROXIMATELY 16.692 ACRES, LOT 41, BLOCK 9, MARTIN'S AMENDED #1 KNOWN AS 535 E 17TH ST, LOT 42, BLOCK 9, MARTIN'S AMENDED #1 KNOWN AS 587 E 17TH ST, LOT 1 BLOCK 1, WILLARD-WARR KNOWN AS 925 E 17TH ST, LOT 1, BLOCK 1, TURNBULL KNOWN AS 985 E 17TH ST, LOTS 1-2, BLOCK 1, DESBOROUGH PLACE KNOWN AS 1354 E 16TH, GENERALLY LOCATED NORTH OF E 17TH ST, SOUTH OF E 12TH ST, EAST OF S HOLMES AND WEST OF ST. CLAIR RD.

WHEREAS, the City of Idaho Falls filed an application for rezoning on January 28, 2022; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on May 03, 2022; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on June 9, 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 Local Land Use Planning Act, and other applicable development regulations.
2. These five properties are generally located north of E 17th St, south of E 12th St, east of S Holmes and west of St. Clair Rd
3. The Comprehensive Plan designation for this area as Mixed-Use Centers and Corridors and General Urban
4. The requested LC and R2 Zoning is consistent with the Comprehensive Plan designations as well as the current use of the properties.
5. The Planning and Zoning Commission recommend approval of the rezone from PT Overlay to LC and R2 Zone. March of 2022 a neighborhood meeting was held prior to Planning Commission.

II. DECISION

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

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2022.

Rebecca L. Noah Casper, Mayor

Memorandum

File #: 21-539

City Council Meeting

FROM: Michael Kirkham, Assistant City Attorney
DATE: Tuesday, June 7, 2022
DEPARTMENT: City Attorney

Subject

Settlement Agreement: Christopher Tapp v. City of Idaho Falls, Case No. 4:20 CV-476-CWD

Council Action Desired

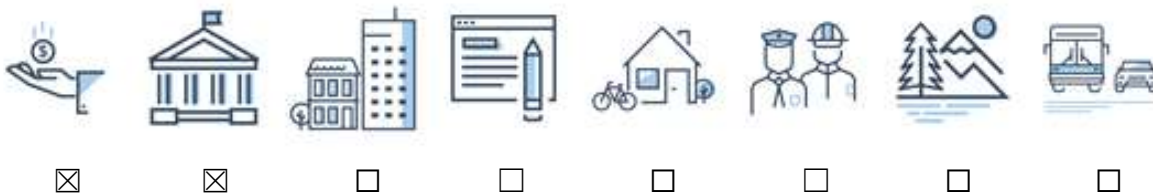
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

To approve the negotiated settlement agreement as presented in Executive Session and authorize the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

This Settlement Agreement formalizes the terms on which the parties are settling Mr. Tapp's 42 U.S.C. § 1983 claims against the City and its employees surrounding Mr. Tapp's wrongful conviction and incarceration.

Alignment with City & Department Planning Objectives



The settlement agreement is in support of the good governance community-oriented result by resolving a dispute involving the City.

Interdepartmental Coordination

N/A

Fiscal Impact

The negotiated settlement will have a fiscal impact on the City.

Legal Review

The City Attorney's office has reviewed the settlement agreement.