

CITY COUNCIL CHAMBERS
680 Park Avenue
Idaho Falls, Id 83402

Thank you for your interest in City Government. If you wish to express your thoughts on a matter listed below, it is best to contact Councilmembers by email or personally before the meeting. Be aware that an amendment to this Agenda may be made upon passage of a motion that states the reason for the amendment and the good faith reason that the Agenda item was not included in the original Agenda posting. City Council Meetings are live streamed at www.idahofallsidaho.gov, then archived on the city website. If you need communication aids or services or other physical accommodations to participate or access this meeting please contact City Clerk Kathy Hampton at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 as soon as possible and they will make an effort to accommodate your needs.

1. **Call to Order.**

2. **Pledge of Allegiance.**

3. **Public Comment.** *Members of the public are invited to address the City Council regarding matters that are not on the Agenda or already noticed for a public hearing. When you address the Council, please state your name and address for the record and please limit your remarks to three (3) minutes. The Mayor may exercise discretion to decide if and when to allow public comment on an agenda item that does not include a public hearing. If the Mayor determines your comments may be made later in the meeting, she will let you know when you may make your comments. Please note that matters currently pending before the Planning Commission or Board of Adjustment which may be the subject of a pending enforcement action, or which are relative to a City personnel matter are not suitable for public comment.*

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. Items from the City Clerk:

- 1) Approval of Minutes from the April 25, 2016, Council Work Session, and April 28, 2016, Council Meeting.
- 2) Approval of Expenditure Summary for the month of April, 2016.
- 3) Approval of Treasurer's Report for the month of April, 2016.
- 4) Approval of License Applications, including a Beer to be Consumed to Uncle Benny's Pizza and Tap-n-Fill, Inc., all carrying the required approvals.

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

5. **Regular Agenda.**

A. Idaho Falls Police Department

- 1) **Amendment to Traffic Safety Ordinance:** It is the recommendation of the Police Department to amend Title 2, Chapter 8, of City Code, to improve the efficiency of the Traffic Safety Committee.

RECOMMENDED ACTION: To approve the amended Traffic Safety Ordinance under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

B. Public Works

1) Bid Award – Water Line Replacement – 2016: On May 3, 2016, bids were received and opened for the Water Line Replacement - 2016 project. Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, HK Contractors, Inc., for the base bid and bid alternate in an amount of \$2,127,381.00.

RECOMMENDED ACTION: To approve of the plans and specifications and award to the lowest responsive, responsible bidder, HK Contractors, Inc., an amount of \$2,127,381.00, and give authorization for the Mayor and City Clerk to sign contract documents (or take other action deemed appropriate).

2) Bid Award – Ryder Park Pump Station: On May 5, 2016, bids were received and opened for the Ryder Park Pump Station project. Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, 3H Construction, LLC, in an amount of \$152,638.40.

RECOMMENDED ACTION: To approve of the plans and specifications and award to the lowest responsive, responsible bidder, 3H Construction, LLC, an amount of \$152,638.40, and give authorization for the Mayor and City Clerk to sign contract documents (or take other action deemed appropriate).

3) Resolution to Order the Condemnation of Property for a Funded and Approved Public Right-of-Way Project: The City has received Federal funding for the expansion of Grandview Drive between Skyline Drive and Saturn Avenue. This project is designed to better serve the traveling public as the Idaho Falls Airport expands services, to improve the public safety for pedestrians and automobiles, and to provide an integral physical and economic link between the Arco Highway, Interstate 15, and the U.S. Route 20 interchange across the northwest part of the City. The City has completed the design and environmental assessments for the project and the project is out to bid. The City will review bids to construct this project on May 24, 2016. Construction is expected to begin on July 9, 2016. The City has successfully acquired all but one of the properties necessary for this project. The City has made numerous attempts to acquire the last parcel by making a fair-market offer (which was supported by an appraisal conducted by a licensed real property appraiser). Efforts to enter into negotiations to purchase the property have been unsuccessful. Because the project's funding is contingent on starting construction of the project as scheduled, it is recommended that the City exercise its eminent domain authority.

RECOMMENDED ACTION: To adopt the Resolution to condemn the property necessary to complete the Grandview Drive expansion project, and give authorization for the Mayor to sign the necessary documents (or take other action deemed appropriate).

C. Municipal Services

1) Civic Auditorium Professional Services Agreement: For review is a professional services agreement between the City of Idaho Falls and Idaho Falls Arts Council. This agreement outlines the scope of work for the Idaho Falls Arts Council to provide event management, marketing, and execution of professional services for the Civic Auditorium. This agreement would begin July 1, 2016. Funding for the professional services agreement, in the amount of \$65,000, is within the 2015/16 Municipal Services Department, Civic Auditorium budget and will be included in the 2016/17 budget.

RECOMMENDED ACTION: To approve the Civic Auditorium Professional Services Agreement and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

D. Idaho Falls Power

1) Collective Bargaining Agreement with International Brotherhood of Electrical Workers (IBEW) Local 57: For your consideration is the Collective Bargaining Agreement between the City of Idaho Falls and the International Brotherhood of Electrical Workers Local 57, and the summary of negotiations as agreed upon with the Union. The agreement has been negotiated in good faith with Union leadership.

RECOMMENDED ACTION: To approve the Collective Bargaining Agreement between the City of Idaho Falls and the International Brotherhood of Electrical Workers Local 57, and authorize the Mayor to sign the necessary documents (or take other action deemed appropriate).

E. Community Development Services

1) Public Hearing – Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) – 2015: As part of the CDBG reporting requirements, the CAPER for 2015 is due to the U.S. Department of Housing and Urban Development (HUD) on June 30, 2016. Approval of the CAPER requires a public hearing, a 15-day public comment period, and approval of a resolution. The public hearing is scheduled for May 12, 2016. The comment period will begin on May 13, 2016, and will end on May 27, 2016. Staff will request Council approval of the resolution at the June 9, 2016, Council Meeting.

RECOMMENDED ACTION: None at this time.

2) Public Hearing – Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards, Lot 2, Block 1, Freeman Medical Plaza and Lot 1, Block 18, St. Clair Estates, Division No. 13: For your consideration is the application for a Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards, Lot 2, Block 1, Freeman Medical Plaza and Lot 1, Block 18, St. Clair Estates, Division No. 13. The Planning and Zoning Commission considered this application at its April 5, 2016, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (In sequential order)

- a. To approve the Planned Unit Development for Lot 2, Block 1, Freeman Medical Plaza and Lot 1, Block 18, St. Clair Estates, Division No. 13.
- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards, Lot 2, Block 1, Freeman Medical Plaza and Lot 1, Block 18, St. Clair Estates, Division No. 13, and give authorization for the Mayor to execute the necessary documents.

6. **Motion to Adjourn.**

CONSENT AGENDA:

APRIL 25, 2016

The City Council of the City of Idaho Falls met in Special Council Meeting (Council Work Session), Monday, April 25, 2016, at the City Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember David M. Smith
Councilmember Thomas Hally
Councilmember Michelle Ziel-Dingman
Councilmember John B. Radford
Councilmember Barbara Ehardt
Councilmember Ed Marohn

Also present:

Kerry McCullough, Public Information Officer
Greg Weitzel, Parks and Recreation Director
Chris Fredericksen, Public Works Director
Kent Fugal, City Engineer
Mark McBride, Police Chief
Craig Davis, Airport Director
Dave Coffey, Deputy Fire Chief
Dave Richards, Water Superintendent
Brad Cramer, Community Development Services Director
Pamela Alexander, Municipal Services Director
Mark Hagedorn, Controller
Kenny McOmber, Treasurer
Dana Briggs, Economic Development Coordinator
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:03 p.m.

Parks and Recreation presented the following item:

Signage and Wayfinding Update:

Director Weitzel stated the Master Plan for Signage and Wayfinding began in 2013 with the City Councilmembers approving the contract with Hunt Design. He then turned the time to Wayne Hunt and Jen Bressler for remote presentation. Mr. Hunt indicated this has been an extremely thorough process with the City. Ms. Bressler briefed the Councilmembers on the project history which included Council Work Session discussions, public workshops/stakeholder meetings, and discussions regarding zoo signage, greenbelt and trails mapping, and city identity. She reviewed the types of signs and banners for City entrance, vehicular directional, pedestrian directional, and park identification. She indicated the original concrete monument wall for City entrance required redesigning due to weather concerns. The redesigned monument will incorporate the new City logo into a rock structure including a waterfall. Ms. Bressler summarized the phases of the project as follows:

- 1st Phase – Banners, which were installed and paid for by the Idaho Falls Downtown Development Corporation (IFDDC)
- 2nd Phase – Monument/Citywide signage and wayfinding, currently in construction
- 3rd Phase – Park signage and wayfinding, will be bid in the near future

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Director Weitzel stated there will be approximately 148 total signs. The groundbreaking for the signage will be held May 2, 2016. \$600,000.00 has been budgeted for this project over the course of two (2) years. He expressed his appreciation to all those involved with this multi-year project.

Idaho Falls Airport, Public Works, Police Department, and Fire Department appeared for the following item:

Air Show Consideration:

Mayor Casper stated the City has received a letter from the Air Show Committee requesting in-kind City services for airport facilities/equipment and personnel, safety equipment and security personnel, engineering equipment and personnel, sanitation equipment and personnel, and emergency equipment and personnel. Chief McBride indicated the Police Department costs would be \$82,264.89. This amount is calculated on the average wage of officer's salaries and overtime costs, and does not include overhead costs. Deputy Chief Coffey indicated the Fire Department cost would be approximately \$31,000.00. This would include staffing of 3, 8-hours shifts. Director Davis indicated the Airport cost would be approximately \$30,000.00 - \$40,000.00. This would include airfield maintenance, crowd control fencing, and relocation pay to residents living in the aerobatic box. Director Fredericksen indicated Public Works cost would be \$21,012.00 which would include engineering, sanitation, and street division services. The amount of services requested totals \$174,526.89. Mayor Casper stated this amount is not currently included in the budget and amounts to approximately 1% of a potential budget increase. She commented a successful air show brings in tourism and area visitors which the community can benefit from although it does not directly bring an increase to the City coffers. General discussion followed. The Air Show Committee, consisting of Rich Leonardson, Bob Hoff, Nick Gailey, and Russell Johnson, indicated any profits from the air show, according to the by-laws, are allocated to a non-profit education based entity. The profits from the 2010 Air Show, totally approximately \$290,000.00, were given to the Mayor's Scholarship Fund. Mr. Johnson stated the air show will require City support prior to moving forward. After further discussion, it was decided the Council would like to proceed with the air show and requested the Department Directors provide actual costs with possible compromise of costs from the air show committee or other entities. Mr. Johnson indicated the Blue Angels would need to be notified of City support, in the form of a Resolution, within approximately 45 days.

Police Department presented the following item:

Civil Service Ordinance:

Chief McBride stated the current Civil Service Ordinance states employees must reside in Bonneville County and no further than ten (10) miles from City limits. He indicated approximately 43% of the Police Department employees are not in compliance with this ordinance. Deputy Chief Coffey indicated only 28% of the Fire Department employees reside in City limits. Chief McBride believes any changes through the State Civil Service Rules were not simultaneously changed in City Code. He recommended the ordinance be modified to eliminate the residency requirements. Deputy Chief Coffey stated Idaho Falls and Pocatello are the only two (2) remaining cities in Idaho following the Civil Service Rules. General discussion followed regarding City employees residing within the City limits as well as enforcement of current City Codes. It was decided this item would be placed on the April 28, Council Meeting agenda.

Public Works presented the following items:

Water Facility Plan Discussion (Alternative Rate Reclassification and Annual Metering):

Director Fredericksen reviewed the following information with general discussion throughout:

Water Facility Plan (WFP)

- Adopted by Council in August, 2015
- Chapter 9 – Financial Impact of City-wide Meter Implementation

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- Water Demand Impacts of Metering
 - Estimated reduction of water use by 40-50%
 - WFP assumed a 30% reduction in average day demand and 40% reduction in peak day demand
 - WFP predicted that peak day and hour demand would actually be less in 20 years than current peak demands
- Metering Costs
 - Cost to implement a fully metered system (current dollars)
 - Implementation estimated to be \$77.68 million
 - Defer \$20.8 million in capital improvements over next 20 years
 - Total cost is \$56.88 million
 - 10-year implementation \$5.69 million; 20-year \$2.85 million
 - 2015-2016 anticipated water revenue: \$8.46 million
 - Implementation requires long-term debt and substantial increase to water rates
- Metering
 - New residential services require installation of a meter pit
 - WFP - New commercial construction would be metered
 - WFP - Allocate \$250,000 annually to meter largest water users
 - Internal focus on water usage and conservation
 - City buildings
 - Monthly meetings with Parks and Recreation (Zoo modifications and Ryder Park fish pond)
- Chapter 10 – Alternative Rates
 - Existing Rate Structure
 - Unique System – establish rates that are easily understood and equitable for water users
 - Use
 - 60% of water produced is for irrigation/summer usage
 - Billing allocates 92% billing to a domestic use
 - Users
 - 26,135 User Accounts (2,100 inactive on monthly basis, 229 outside City)
 - 23,887 (91%) Residential Use (single family, duplex, condos/apartments)
 - 2,248 (9%) Commercial Accounts (10 outside City)
 - 280 Metered Accounts
 - 745 Meter Pits installed
 - Recommended Rate Structures
 - Water Rate Structures Recommended Changes
 - Non-metered Residential Irrigation – annually to monthly billing
 - Non-metered Commercial Domestic – place into six categories based on metered data of similar business types billed monthly
 - Non-metered Commercial Irrigation – annually to monthly billing
 - Metered Water – charge based on meter size of \$0.54 per every 1,000 gallons
 - DEQ Fee – annually to monthly billing

Director Fredericksen reviewed the Single Family Water Rates and Wastewater Rates. He indicated the proposed alternative rates would apply to single family, duplex/condo, 4-plex/apartments, CAT1-6 (categories), and Metered Water. Key changes to alternative rates would include: water and sewer user category changes, Fee Resolution and Ordinance changes, recognizing irrigation use associated with landscaped areas, Cayenta billing software, and once annual charges spread over each month of the year (irrigation, DEQ). He stated the goal date for implementation is October 1, 2016.

Water Mitigation:

Director Fredericksen indicated the Water Mitigation Plan was submitted in October 2015, and, since that time, has been modified with coordination from several other communities. He stated if the mitigation plan was not approved, one (1) City well would be impacted. The City has flexibility, through water rights, to determine which well would be mitigated. Director Fredericksen stated, due to negotiations, all protests for the Water Mitigation Plan had been withdrawn and therefore the City is protected from current curtailment. He indicated all meters, rates, mitigation, and curtailment are linked together and offers protection to cities. Due to the Mitigation Plan, the City is required to supply water or pay for water. General discussion followed regarding metering, future water infrastructure, and ground water recharge.

Community Development Services presented the following item:

Annexations Update:

Director Cramer stated he was previously given Council approval to proceed with limited annexations but it was not determined how to proceed with associated fees. He classified these annexations into two (2) categories depending on the infrastructure or development needs. He indicated Category A include properties that do not need major roadway improvements, which account for approximately 43% of the 300 specific parcels. He suggested the following recommendations for annexations:

- 1-Begin with parcels without major roadway needs
- 2-Only apply fees when owners decide to develop on current undeveloped parcels
- 3-Continue with current policy – if City initiates annexation, annexation fees would not apply
- 4-Staff be prepared and well-versed with Local Improvement District (LID)
- 5-Offer assistance with federal aid or other programs for those parcels that currently have collector or arterial needs

After brief discussion, it was decided Director Cramer would provide written documentation to Councilmembers specifying the recommendations for those parcels in Category A, including any economic impact. Further discussion, including Category B annexations, would occur at a future work session.

Municipal Services presented the following items:

Wells Fargo Credit Card Discussion:

Director Alexander stated during the recent process of updating the travel policy, there was request by Directors to provide City credit cards. Wells Fargo will be providing these credit cards, including 24 hours/7 days a week availability, once the travel policy has been finalized. The credit card transition phase will begin with the zoo and the Library and it will not replace normal purchasing procedures. Card limits will be set by the City on an individual/as needed basis. There will also be policy and procedures indicating appropriate use and enforcement.

City Finance Presentation:

Director Alexander introduced the City Finance Team, Kenny McOmber, Treasurer, and Mark Hagedorn, Controller, and to the Councilmembers. She stated one of Mr. McOmber's duties include providing a monthly Treasurer's Report by the 10th of each month per Idaho State Statute with an expenditure report following shortly thereafter. Mr. McOmber stated Government Finance Officers Association (GFOA) recommends, at a minimum, that general-purpose governments, maintain unrestricted budgetary fund balance in their general fund of no less than two (2) months of regular general fund operation revenues or regular general fund operation expenditures. He reviewed the City's monthly average expenditures and indicated the City currently has eight (8) months of Cash on

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Hand. He reviewed the City's distribution of cash as well as investments, stating liquidation could occur if needed. Mr. McOmber stated if a City Treasurer was not available, all funds would be sent to the Local Government Investment Pool (LGIP), with no federal deposit insurance and low rates of return. He reviewed the monthly tax collections from Bonneville County and stated payments fluctuate on a monthly basis with the larger collections being received in January and July due to property tax payments. Brief discussion followed regarding fund access.

Mr. Hagedorn briefed the Councilmembers on the controller's report. He reviewed revenues by class and stated the enterprise fund is based on accrual, the government fund is based on cash. He reviewed expenditures by type, stating wages have slightly increased while benefits have slightly decreased. He reviewed expenditures by department stating total expenditures are at 45.3%. Service funds, including Municipal Equipment Replacement Fund (MERF), are at 89.2%. He indicated progress is occurring on the auditor's recommendations including reconciliations, utility processing, golf inventory, e-payables, and payroll budgets. Director Alexander indicated the finance team would like to present financial reporting to the Councilmembers on a quarterly basis. Budget information was distributed to Councilmembers.

Economic Development Coordinator presented the following item:

Community Support Grant Discussion:

Ms. Briggs distributed the Community Support Grant calendar and updated application and requested Council's recommendation for continuing and/or eliminating the grant process. Mayor Casper stated previous communication has been given to grant applicants indicating a possible change in the program. She indicated there is currently no benchmarking or follow up for grant recipients. Discussion followed regarding entities receiving grant funds being justified as useful to the City or providing economic development. Mr. Fife does not believe it is appropriate for the City to donate tax money to a general cause. Councilmembers Marohn and Dingman do not believe the City should be contributing tax dollars to 501(c)(3) organizations without accountability. After further discussion, it was decided the categories should be redefined and any appropriate City services be included in departmental budgets as per Priority Based Budgeting guidelines. The grant application letter will contain updated information indicating possible reduced grant funds.

Mayor and Council presented the following:

Mayor's Report and Action Items, Other Announcements and Calendar Items:

May 2, Signage and Wayfinding groundbreaking

May 3, Up and Atom breakfast, Budget Watch

May 7, Cinco de Mayo

May 9, Work Session to begin at 2:00 with Ammon officials meeting to follow at 4:30

May 23, Work Session to begin at 2:00 with Mayor's bike ride to follow

May 24, reception with Fluor

May 31, reception for outgoing Idaho contractors at Art Museum

Recruitment brochure will be submitted with updated posting for Human Resources Director

City Council Reports:

Councilmember Hally stated the plaque on the greenbelt recognizing Mayor Thomas Campbell had been vandalized, Hunt Design has redesigned the plaque.

Councilmember Marohn distributed historical information from the 2015/16 budget for Councilmembers review and comparison for current budget process.

Councilmember Smith had no items.

Councilmember Ehardt expressed her appreciation for the Priority Based Budget workshop and would like to reconvene on a quarterly basis.

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Councilmember Dingman stated the Police Department is reviewing the Dog/Kennel Ordinance for revisions as well as an Alcohol Sidewalks Ordinance.

Councilmember Radford had no items.

There being no further business, it was moved by Councilmember Radford, seconded by Councilmember Hally, to adjourn at 7:05 p.m. which motion passed followed a unanimous vote.

CITY CLERK

MAYOR

APRIL 28, 2016

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, April 28, 2016, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember John B. Radford
Councilmember Barbara Ehardt
Councilmember David M. Smith
Councilmember Ed Marohn
Councilmember Michelle Ziel-Dingman
Councilmember Thomas Hally

Also present:

Randy Fife, City Attorney
Hollie Pettingill, Deputy City Clerk
All available Department Directors

Mayor Casper invited Danica Ziel, a 4th grader at Edgemont Elementary, to come forward and lead those present in the Pledge of Allegiance.

Mayor Casper requested any public comment not related to items on the agenda.

Eric Hill, Idaho Falls, appeared. Mr. Hill stated he is a member of the Grand Teton Mediation Association and announced a Conflict Resolution Day on Saturday, July 30, 2016, to allow free sessions with professional mediators to help resolve any conflicts.

Councilmember Ehardt expressed her condolences to the Rollie Walker family for the recent loss of their son.

Consent Agenda Items:

Idaho Fall Airport requested Grant of Airport Utility Easement with Qwest Corporation.

The City Clerk requested approval of minutes from the April 11, 2016, Work Session and Executive Session, April 14, 2016, Idaho Falls Power Board Meeting, and April 14, 2016, Council Meeting.

The City Clerk requested approval of license applications, all carrying the required approvals.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to approve all items on the Consent Agenda according to recommendations presented. Roll call as follows: Aye – Councilmembers Smith, Hally, Radford, Dingman, Ehardt, Marohn. Nay – none. Motion carried.

Regular Agenda Items:

The Community Development Services Department submitted the following item for Council consideration:

Subject: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Waters Park Addition,
Division No. 1, 1st Amended

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For consideration is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Waters Park Addition, Division No. 1, 1st Amended. The Planning and Zoning Commission considered this item at its April 5, 2016, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Community Development Services Director Brad Cramer appeared with the following presentation:

- Slide 1: Zoning map of property under consideration
- Slide 2: Aerial photo of property under consideration
- Slide 3: Additional aerial photo of property under consideration
- Slide 4: Proposed Final plat
- Slide 5: Photo of site from North Boulevard
- Slide 6: Photo looking west across site

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to accept the Final Plat for Waters Park Addition, Division No. 1, 1st Amended, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Ehardt, Marohn, Hally, Radford, Smith, Dingman. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Waters Park Addition, Division No. 1, 1st Amended, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried

The Municipal Services Department submitted the following items for Council consideration:

Subject: Bid IF-16-21 Traffic Striping Paint for Public Works

Below is the tabulation for the above submit bid. It is the recommendation of the Public Works and the Municipal Services Departments to reject the low bid of Ozark Materials LLC for not meeting the bid specifications of: 1) Providing bid documentation – paint data sheets; 2) Tote specifications – the paint tote is larger than the specified size. Funding to purchase the striping paint is in the 2015/16 Public Works budget.

Bidder	Ennis Paint, Inc. Thomasville, NC	Ozark Materials LLC Greenville, AL	Colorado Paint Co. Denver, CO	The Sherwin Williams Co. Cleveland, OH
Lump Sum for all items	\$42,019.30	\$41,064.50	\$48,960.90	Bid Invalid

Councilmember Marohn stated, after conferring with Public Works Director Chris Fredericksen, the larger paint tote would not adequately or safely fit on the paint truck.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to accept the lowest responsive, responsible bid of Ennis Paint, Inc. to furnish the traffic striping paint for a lump sum amount of \$42,019.30, and give authorization for the Mayor and City Clerk to sign any necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Radford, Marohn, Smith, Hally, Ehardt. Nay – none. Motion carried.

Subject: Bid IF-16-11 Rotary and Reel Replacement Mowers for Parks and Recreation Department

It is the recommendation of the Parks and Recreation and the Municipal Services Departments to accept the lowest responsive, responsible bids as listed below to furnish replacement mowers that have reached their useful life. Item 2 was awarded to the second low bidder since the low bidder did not meet the required bid specification for all three

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(3) decks to shift left and right. All mowers are budgeted for replacement in the 2015/16 Municipal Equipment Replacement Fund budget.

Item	Quantity	Total per Each	Total with Trade-ins	Bidder
New 2016 Rotary Mower (Parks)	1	\$13,750.00	\$13,250.00	RMT Equipment
New 2016 Reel Sidewinder Mower (Pinecrest)	1	\$34,608.00	\$34,108.00	Turf Equipment
New 2016 Reel Greens Mower (Sage Lakes)	1	\$33,180.00	\$32,430.00	RMT Equipment
New 2016 Reel Fairway Mower with 5 Reels, Hybrid (Sand Creek)	1	\$49,664.72	\$47,164.72	Bonneville County Implement
Lump Sum Total			\$126,952.72	

It was moved by Councilmember Marohn, seconded by Councilmember Radford, to accept the lowest responsive, responsible bids as listed to furnish replacement mowers for a lump sum amount, including trade-ins, of \$126,952.72, and give authorization for the Mayor and City Clerk to sign any necessary documents. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

Idaho Falls Police Department submitted the following item for consideration:

Subject: Amending Civil Service Ordinance

For consideration is an amendment to the Civil Service Ordinance. Currently, City Code 2-4-8 requires civil service employees to reside within Bonneville County and within 10 miles of Idaho Falls City limits. It is the desire of department directors with civil service employees to remove the residency requirements for civil service employees.

Mayor Casper stated this item had been discussed at length at the April 25, 2016, Work Session. Councilmember Radford indicated, from a legal standpoint, Civil Service employees can choose their residency locations. However, additional benefits may be considered in the future to encourage City employees to reside within City limits.

It was moved by Councilmember Dingman, seconded by Councilmember Marohn, to approve the Civil Service Ordinance under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Hally, Smith, Dingman, Ehardt, Marohn, Radford. Nay – none. Motion carried.

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

ORDINANCE NO. 3068

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING IDAHO FALLS CITY CODE SECTION 2, TITLE 4, CHAPTER 8, TO REMOVE RESIDENCY REQUIREMENTS FOR CITY CIVIL SERVICE EMPLOYEES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Idaho Falls Fire Department submitted the following item for Council consideration:

Subject: Authorization for Additional Architect (CRSA) Fees

The Architect, CRSA Inc., for Fire Station 1 has requested additional fees for work done in the design and pre-construction phases of the project. The contract with CRSA Inc. provides for a project lump sum of \$163,520.00 and is based upon four phases; Design, Construction Documents, Bidding, and Construction Administration. The

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original design was based on a project budget of \$2.4 million with an estimated building size of 14,100 square feet. Over the past several months, based on the needs of the Fire Department, the size and scope of the project has been increased to 23,538 square feet with a budget of \$4.3 million. Based on these changes, CRSA has provided additional design and pre-construction services totaling \$120,005.00. The contract with CRSA included a Design Contingency of 5% and Construction Contingency of 3%. The requested amount from CRSA falls within the contingency budgeted in the original project budget.

It was moved by Councilmember Marohn, seconded by Councilmember Radford, to approve payment of \$120,005.00 to CRSA Inc., for additional architect fees, and give authorization for the Mayor and City Clerk to sign any necessary documents. Roll call as follows: Aye – Councilmembers Smith, Hally, Radford, Dingman, Ehardt, Marohn. Nay – none. Motion carried.

There being no further business, it was moved by Councilmember Radford, seconded by Councilmember Hally, to adjourn the meeting at 7:50 p.m. which motion passed following a unanimous vote.

CITY CLERK

MAYOR

htr605

5/10/2016

City of Idaho Falls
Expenditure Summary
From 4/01/2016 TO 4/30/2016

Fund	Total Expenditure
General Fund	1,222,548.56
Street Fund	15,016.13
Recreation Fund	25,973.11
Library Fund	130,172.75
MERF Fund	269,717.34
EL Public Purpose Fund	65,858.43
Golf Fund	159,604.31
Self-Insurance Fund	57,689.33
Municipal Capital Imp F	11,100.08
Street Capital Imp Fund	19,862.27
Traffic Light Cap Imp F	13,359.17
Parks Capital Imp Fund	657.54
Airport Fund	204,025.15
Water & Sewer Fund	225,146.14
Sanitation Fund	2,706.40
Ambulance Fund	212,845.74
Electric Light Fund	3,486,086.47
Payroll Liability Fund	2,643,963.98
	8,766,332.90

APRIL 2016

Dear Mayor and City Council Members.

Attached please find the City of Idaho Falls, Idaho, Monthly Treasurer's Report for the above referenced month, as required by Idaho Code Section 50-208.

This Report was filed in the City Clerk's office on or before the (10th) day from the end of the month of the Report.

OATH

I, Kenneth McOmber, the City of Idaho Falls Treasurer, do hereby affirm that this City of Idaho Falls, Idaho, Monthly Treasurer's Report is true and accurate to the best of my knowledge and that it shows the state of the City treasury as of the date of this Report and the balance of money in the City treasury, all as required by Idaho Code Section 50-208.

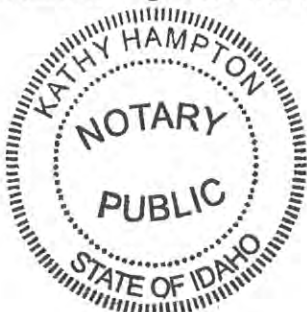

Kenneth McOmber

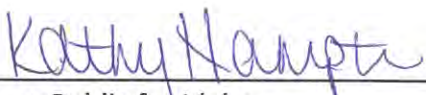
5-9-16
Date Signed

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 9TH day of MAY, 2016, before me, the undersigned, a Notary Public for Idaho, personally appeared KENNETH MCOMBER known to me to be the Treasurer of the City of Idaho Falls, the municipal corporation that executed the foregoing document and acknowledged to that such city executed the same.




Notary Public for Idaho
Residing at Idaho Falls, Idaho
My commission expires: 01-03-2020

April 2016 Treasurer's Report.xls

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT											
KENNETH MCOMBER TREASURER											
APRIL, 2016											
FUND	BEGINNING CASH	BEGINNING BALANCE	TOTAL RECEIPTS	MATURED INVESTMTS	JOURNAL DEBIT	TOTAL EXPENSES	NEW INVESTS	JOURNAL CREDITS	CASH ON HAND	INVESTED FUNDS	ENDING BALANCE
GENERAL	1,653,068.59	16,658,068.59	1,592,096.89	4,000,000.00	482,407.96	3,410,593.73	4,000,000.00	185,209.07	131,770.64	15,005,000.00	15,136,770.64
HEALTH & ACCIDENT INSUR.	1,387,573.43	2,472,573.43	-	100,000.00	-	-	-	-	1,487,573.43	985,000.00	2,472,573.43
STREET	(1,664,985.46)	(1,664,985.46)	2,305.00	-	-	140,651.92	-	46,279.42	(1,849,611.80)	-	(1,849,611.80)
RECREATION	169,982.34	169,982.34	76,214.21	-	-	114,387.76	-	9,377.06	122,431.73	-	122,431.73
LIBRARY	270,714.19	1,670,714.19	33,145.39	-	-	260,568.84	-	3,370.31	39,920.43	1,400,000.00	1,439,920.43
AIRPORT PFC FUND	32,365.46	32,365.46	54,831.55	-	-	-	-	32,365.46	54,831.55	-	54,831.55
MUNICIPAL EQUIP. REPLCMT.	868,179.25	16,304,754.82	10,733.33	3,215,833.81	124,125.50	247,209.85	2,970,589.48	750,000.00	251,072.56	15,191,331.24	15,442,403.80
EL. LT. WEATHERIZATION FD	311,188.37	2,211,188.37	83,118.57	-	-	65,922.43	-	-	328,384.51	1,900,000.00	2,228,384.51
BUSINESS IMPRV. DISTRICT	84,681.29	84,681.29	356.00	-	-	-	-	-	85,037.29	-	85,037.29
EL. LT. RATE STABILIZATION FD	437,352.96	20,364,380.69	34,462.46	5,498,337.50	-	-	4,600,000.00	1,050,000.00	320,152.92	19,028,690.23	19,348,843.15
EL. LT. T&D CAPITAL ACCOUNT	400,000.00	15,214,728.64	-	-	-	-	-	-	400,000.00	14,814,728.64	15,214,728.64
GOLF	(429,880.40)	(429,880.40)	356,014.48	-	-	221,369.54	-	58,523.03	(353,758.49)	-	(353,758.49)
GOLF CAPITAL IMPROVEMENT	133,780.82	133,780.82	-	-	29,412.48	-	-	-	163,193.30	-	163,193.30
SELF-INSURANCE FD.	590,752.82	2,090,752.82	50,718.97	-	-	34,706.74	300,000.00	-	306,765.05	1,800,000.00	2,106,765.05
SANITARY SEWER CAP IMP.	589,295.03	1,089,295.03	14,359.20	-	-	-	200,000.00	-	403,654.23	700,000.00	1,103,654.23
MUNICIPAL CAPITAL IMP.	539,566.20	839,566.20	5,953.49	-	-	11,100.08	100,000.00	-	434,419.61	400,000.00	834,419.61
STREET CAPITAL IMPRV.	266,212.35	266,212.35	-	-	-	17,825.32	-	8,229.00	240,158.03	-	240,158.03
BRIDGE & ARTERIAL STREET	140,159.44	140,159.44	60,079.56	-	-	-	-	-	200,239.00	-	200,239.00
WATER CAPITAL IMPR.	608,591.85	2,208,591.85	81,090.62	400,000.00	-	-	600,000.00	-	489,682.47	1,800,000.00	2,289,682.47
SURFACE DRAINAGE	82,134.86	82,134.86	494.22	-	-	-	-	-	82,629.08	-	82,629.08
TRAFFIC LIGHT CAPITAL IMPRV	864,751.03	1,264,751.03	-	-	-	3,304.55	400,000.00	-	461,446.48	800,000.00	1,261,446.48
PARKS CAPITAL IMPROVEMENT	69,687.51	69,687.51	4,708.00	-	-	657.54	-	-	73,737.97	-	73,737.97
AIRPORT	931,862.10	3,531,862.10	134,965.89	-	16,402.70	271,839.37	300,000.00	-	511,391.32	2,900,000.00	3,411,391.32
WATER & SEWER	197,015.98	27,871,015.98	1,343,784.90	5,450,000.00	-	495,903.40	5,750,000.00	206,800.78	538,096.70	27,974,000.00	28,512,096.70
W & S EQUIPMENT REPLACE	409,108.93	1,004,108.93	-	-	-	-	-	-	409,108.93	595,000.00	1,004,108.93
W & S SANITARY INTERCPT	238,061.30	738,061.30	-	-	-	-	-	-	238,061.30	500,000.00	738,061.30
SANITATION	919,630.98	1,119,630.98	311,135.21	-	-	188,053.31	500,000.00	67,701.94	475,010.94	700,000.00	1,175,010.94
AMBULANCE	315,214.13	315,214.13	401,895.42	-	-	532,055.08	-	49,092.97	135,961.50	-	135,961.50
ELECTRIC LIGHT	1,598,804.33	7,852,902.66	5,502,824.09	1,991,098.33	-	3,886,157.92	2,882,443.03	667.99	2,323,457.81	7,145,443.03	9,468,900.84
PAYROLL FUND	24,506.78	24,506.78	4,631,396.65	-	15,268.39	4,602,834.61	-	-	68,337.21	-	68,337.21
PAYROLL EMPL. CHECKS	30,000.00	30,000.00	-	-	-	30,000.00	-	-	-	-	-
CLAIMS FUND	-	-	1,986,429.39	-	-	1,986,429.39	-	-	-	-	-
TOTAL ALL FUNDS	12,069,376.46	123,760,806.73	16,773,113.49	20,655,269.64	667,617.03	16,521,571.38	22,603,032.51	2,467,617.03	8,573,155.70	113,639,193.14	122,212,348.84

April 2016 Treasurer's Report.xls

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT
CASH AND INVESTMENT REPORT
Apr-16

DISTRIBUTION OF CASH CASH AND TRUST ACCOUNTS		INVESTMENT TYPE	INVESTMENTS				
INSTITUTION	AMOUNT		TIME TO MATURITY				TOTAL
			1-30 DAYS	31-90 DAYS	91-180 DAYS	OVER 180 DAYS	
BPA Loan Imprest (BICLI)	\$113,170.37	Certificate of Deposit	\$245,000.00	\$1,325,000.00	\$3,715,000.00	\$8,770,000.00	\$14,055,000.00
El. Lt. Imprest (BIELI)	\$112,539.45						
Refund Acct. (BIRFD)	\$112,004.43	U.S. Securities	\$5,000,000.00	\$0.00	\$348,000.00	\$3,000,000.00	\$8,348,000.00
Wells Fargo Bank	\$3,115,057.59						
Petty Cash	\$14,740.00	Commercial Paper	9,981,195.56	30,324,022.89	9,969,645.00	\$0.00	\$50,274,863.45
US Bank (US)	\$4,633,634.54						
US Bank Payroll (USPAY)	\$28,562.04	Corporate Bonds	\$0.00	\$4,533,000.00	\$2,045,000.00	\$34,383,329.69	\$40,961,329.69
Wells Fargo Bank (WELLS)	\$435,779.19						
Key Bank	\$7,668.09						
		TOTAL	\$15,226,195.56	\$36,182,022.89	\$16,077,645.00	\$46,153,329.69	\$113,639,193.14
TOTAL	\$8,573,155.70						

REGULAR AGENDA:



MEMORANDUM

TO: Mayor Casper, Kathy Hampton

RE: Council Agenda

FROM: Mark McBride, Chief of Police

DATE: 5 May 2016

The Police Department respectfully requests that the attached Amendment to the Traffic Safety Ordinance be placed on the City Council Meeting Agenda for 12 May 2016.

Staff members have made recommendation to improve the efficiency of the Traffic Safety Committee. With staff recommendation an amendment to the City Ordinance Title 2, Chapter 8 has been drafted by the City Attorney.

COUNCIL AGENDA ACTION: For Council to approve the amended Ordinance under the suspension of rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be ready by title, or reject the Ordinance).

Your assistance in this matter is appreciated.

/as

MCBRIDE-012.2016 MEMO

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 2, CHAPTER 8 CLARIFYING TRAFFIC SAFETY ADVISORY COMMITTEE MEMBERSHIP, TERMS OF OFFICE, PURPOSE, DUTIES, AND CONSTITUENCY; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City has made safety one of its top priorities; and

WHEREAS, in an effort to focus on traffic safety, the Council has created a Traffic Safety Advisory Committee; and

WHEREAS, staff and members of various organizations which have expertise in traffic safety matters comprise the Committee; and

WHEREAS, one of the purposes of the Committee is to allow for the rotation of Committee membership to occur from those entities who have particular expertise and interests in the areas of traffic safety; and

WHEREAS, Council seeks to improve the efficiency and predictability and openness of the Committee and its membership; and

WHEREAS, the Committee serves a valuable purpose in making suggestions regarding the reduction or elimination of traffic hazards, promotion of traffic safety, and implementation and installation of traffic control devices and other traffic safety enhancements (including education); and

WHEREAS, the Committee will give advice to the City Public Works Director, the Police Department, and, on occasion to Council as requested; and

WHEREAS, the Committee is intended to be comprised of a number of knowledgeable City employees, who will staff the Committee as assigned by their respective Department Director; an interested, independent City resident; and representatives of organizations associated and familiar with transportation and safety issues; and

WHEREAS, two (2) members of such knowledgeable and interested organizations will have voting rights on the Committee and the other similar organizations will have standing ex-officio non-voting memberships, in order to give helpful input; and

WHEREAS, such organizations will rotate into voting status as terms of service expire, so that each has a turn as a voting member at some time, if such organizations desire.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, THAT:

SECTION 1. Sections 2-8-1 through 2-8-3 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

2-8-1: APPOINTMENT: ~~The Mayor, with the consent of the City Council, shall appoint~~ a Traffic Safety Advisory Committee (“Committee”) shall be established and shall be comprised of the following seven (7) person voting membership: -of not less than three (3) nor more than eleven (11) members.

A. Voting members

1. City employee members

a. One (1) Idaho Falls Police Department employee, to serve as Committee chair

b. One (1) City Engineer

c. One (1) Public Works Department employee

d. One (1) Idaho Falls Power employee

2. Non-City employee members

a. Two (2) members, one (1) each selected from any two (2) of the following member organizations:

Bonneville Metropolitan Planning Organization (BMPO)

Idaho Falls School District 91

Idaho Transportation Department (ITD)

Idaho National Laboratories (INL) – Fleet Safety Division

Targhee Regional Public Transportation Authority (TRPTA)

b. One (1) City resident who is not a City employee or a representative of any of the member organizations listed in this Chapter.

B. Non-voting ex-officio member organizations

The following organizations shall each have a continuing appointment to the Committee as a non-voting ex-officio member:

Bonneville Metropolitan Planning Organization (BMPO)

Idaho Falls School District 91

Idaho Transportation Department (ITD)

Idaho National Laboratories (INL) – Fleet Safety Division
Targhee Regional Public Transportation Authority (TRPTA)

If a member organization has an appointed position on the Committee (as a voting member), such member may vote. Upon expiration of the voting term, the member organization shall return to its non-voting ex-officio status.

C. An ex-officio, non-voting member of this Committee shall not be considered in determining the number required for a quorum or whether a quorum is present.

2-8-2: TERM: The Committee members who are City employees shall serve as assigned by the City Public Works Director, City Police Chief, and the Director of Idaho Falls Power, respectively and are not limited to a two (2) years term. The Committee members who are not City employees shall be appointed by Mayor, with the consent of the Council and shall serve terms of two (2) years. The terms of such voting non-City employee members shall be staggered so that no more than two (2) such members' terms shall expire in any one (1) year. Terms of voting non-City employee members shall expire on the last day of the second year following their appointment. The terms of no more than three-fifths (3/5) of the members shall expire in any one (1) year. Terms of members shall expire on December 31 of the second year following their appointment.

2-8-3: VACANCIES: The Mayor, with the consent of the City-Council, shall appoint a qualified person to fulfill any unexpired term of any Committee member who is not a City employee, in the event of a vacancy. the unexpired term of any Committee member in the event of a vacancy. A non-City employee Committee member may be removed from the Committee following three (3) consecutive absences that are not excused by the Chair. Following the third consecutive unexcused absence, the Chair may request the Mayor for removal of such Committee member. In addition, the Mayor may revoke a Committee appointment of a non-City employee member at any time and for any reason deemed sufficient, with the advice and subject to the approval of the Council.

SECTION 2. Section 2-8-4 of the City Code of the City of Idaho Falls, Idaho, is hereby deleted as follows:

~~2-8-4: ORGANIZATION: The Committee shall elect from its membership a chairperson and such other officers as may be necessary to perform its duties.~~

SECTION 3. Sections 2-8-5 and 2-8-6 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

2-8-54: PURPOSE AND DUTIES: The Committee shall study traffic throughout the City to discover and recommend ways to reduce or eliminate traffic hazards and to promote traffic safety by education, traffic controls, laws, regulations, and other means. It shall make recommendations to the Council-Director of Public Works concerning traffic safety and may be

called upon by the Council to give recommendations regarding implementation or installation of traffic control devices and other traffic safety enhancements.

2-8-65: USE OF RECOMMENDATIONS AS EVIDENCE: In order to encourage the prompt identification and elimination of traffic hazards without fear of liability, all studies and recommendations of the Traffic Safety Committee, and any reference thereto in any minutes of any meeting of the Council, shall be privileged from use or introduction into evidence at any trial or proceeding involving any accident, injury, or loss, ~~on account of such traffic hazard.~~ ~~Notwithstanding the foregoing, all traffic studies and recommendations of the Traffic Safety Committee shall be open to the public.~~ All members of the Committee shall also be privileged from testifying about such information at any trial or proceeding.

SECTION 4. 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 5. Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

SECTION 6. 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 7. 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 _____, 2016.

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 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, AMENDING TITLE 2, CHAPTER 8 CLARIFYING TRAFFIC SAFETY ADVISORY COMMITTEE MEMBERSHIP, TERMS OF OFFICE, PURPOSE, DUTIES, AND CONSTITUENCY; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

(SEAL)

KATHY HAMPTON, CITY CLERK



To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: May 9, 2016

Subject: **BID AWARD – WATER LINE REPLACEMENT - 2016**

At 2:30 PM, Local Time, Tuesday, May 3rd, 2016, bids were received and opened for the Water Line Replacement - 2016 project. A tabulation of bid results and bid justification is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, HK Contractors, Inc., for the base bid and bid alternate in an amount of \$2,127,381.00 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

2-38-20-2-WTR-2015-33

City of Idaho Falls

Engineering Department

Bid Tabulation

Project..... Water Replacement - 2016

Number 2-38-20-2-WTR-2015-33

Submitted Kent J. Fugal, P.E., PTOE

Date May 3, 2016

Item NumberDescriptionEstimated QuantityUnit				Engineer's Estimate		HK Contractors, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount
EARTHWORK AND BASES							
209.03.4	Removal of Curb and Gutter	1082	L.F.	\$5.00	\$5,410.00	\$6.50	\$7,033.00
209.03.5	Removal of Sidewalk	627	S.Y.	\$6.00	\$3,762.00	\$11.00	\$6,897.00
209.05.2	Roadway Excavation	8054	C.Y.	\$15.00	\$120,810.00	\$14.00	\$112,756.00
209.05.4	Geotextile Fabric	15443	S.Y.	\$2.00	\$30,886.00	\$1.50	\$23,164.50
209.08.3	Granular Borrow	150	C.Y.	\$20.00	\$3,000.00	\$27.00	\$4,050.00
SURFACE COURSES AND PAVEMENT							
309.06.2	4"/10" Street Section	15443	S.Y.	\$27.00	\$416,961.00	\$29.00	\$447,847.00
INCIDENTAL CONSTRUCTION							
409.01.2	Adjust Manhole Ring	9	EACH	\$1,000.00	\$9,000.00	\$600.00	\$5,400.00
409.07.2	Pavement Markings (Paint)	1	L.S.	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00
409.09.4	Traffic Signal Loops	29	EACH	\$1,000.00	\$29,000.00	\$1,500.00	\$43,500.00
409.26.2	Storm Water Pollution Prevention Plan	1	L.S.	\$10,000.00	\$10,000.00	\$60,000.00	\$60,000.00
PORTLAND CEMENT CONCRETE							
509.02.2	Combination Curb and Gutter - Type STANDARD	1247	L.F.	\$27.00	\$33,669.00	\$52.00	\$64,844.00
509.03.2	4" Flatwork	561	S.Y.	\$60.00	\$33,660.00	\$79.00	\$44,319.00
509.03.2	6" Flatwork	127	S.Y.	\$80.00	\$10,160.00	\$105.00	\$13,335.00
WATER LINES							
609.01.2	Temporary Water Service	1	L.S.	\$15,000.00	\$15,000.00	\$44,000.00	\$44,000.00
609.02.2	4" Pipe	99	L.F.	\$10.00	\$990.00	\$10.00	\$990.00
609.02.2	6" Pipe	131	L.F.	\$10.00	\$1,310.00	\$7.00	\$917.00
609.02.2	8" Pipe	425	L.F.	\$10.00	\$4,250.00	\$11.00	\$4,675.00
609.02.2	10" Pipe	10	L.F.	\$15.00	\$150.00	\$8.00	\$80.00
609.02.2	12" Pipe	2721	L.F.	\$15.00	\$40,815.00	\$6.00	\$16,326.00
609.02.2	8" Jointless Pipe	20	L.F.	\$70.00	\$1,400.00	\$50.00	\$1,000.00
609.02.2	12" Jointless Pipe	28	L.F.	\$80.00	\$2,240.00	\$84.00	\$2,352.00
609.03.2	4" Gate Valve and Valve Box	2	EACH	\$350.00	\$700.00	\$550.00	\$1,100.00
609.03.2	6" Gate Valve and Valve Box	5	EACH	\$400.00	\$2,000.00	\$550.00	\$2,750.00
609.03.2	8" Gate Valve and Valve Box	11	EACH	\$400.00	\$4,400.00	\$550.00	\$6,050.00
609.03.2	12" Butterfly Valve and Valve Box	11	EACH	\$600.00	\$6,600.00	\$550.00	\$6,050.00
609.04.2	8" x 6" Tee	3	EACH	\$300.00	\$900.00	\$200.00	\$600.00
609.04.2	12" x 4" Tee	1	EACH	\$350.00	\$350.00	\$200.00	\$200.00
609.04.2	12" x 6" Tee	3	EACH	\$350.00	\$1,050.00	\$250.00	\$750.00
609.04.2	12" x 8" Tee	7	EACH	\$400.00	\$2,800.00	\$250.00	\$1,750.00

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		HK Contractors, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount
609.04.2	12" x 8" Cross	2	EACH	\$500.00	\$1,000.00	\$300.00	\$600.00
609.04.2	12" x 12" Cross	1	EACH	\$600.00	\$600.00	\$300.00	\$300.00
609.04.2	8" x 4" Reducer	5	EACH	\$225.00	\$1,125.00	\$200.00	\$1,000.00
609.04.2	8" x 6" Reducer	4	EACH	\$225.00	\$900.00	\$200.00	\$800.00
609.04.2	12" x 8" Reducer	1	EACH	\$250.00	\$250.00	\$200.00	\$200.00
609.04.2	12" x 10" Reducer	2	EACH	\$275.00	\$550.00	\$200.00	\$400.00
609.04.2	4" Sleeve	6	EACH	\$200.00	\$1,200.00	\$300.00	\$1,800.00
609.04.2	6" Sleeve	5	EACH	\$225.00	\$1,125.00	\$300.00	\$1,500.00
609.04.2	8" Sleeve	2	EACH	\$225.00	\$450.00	\$300.00	\$600.00
609.04.2	10" Sleeve	2	EACH	\$250.00	\$500.00	\$315.00	\$630.00
609.04.2	12" Sleeve	1	EACH	\$275.00	\$275.00	\$315.00	\$315.00
609.04.2	4" 45° Bend	9	EACH	\$200.00	\$1,800.00	\$300.00	\$2,700.00
609.04.2	6" 45° Bend	9	EACH	\$225.00	\$2,025.00	\$300.00	\$2,700.00
609.04.2	8" 45° Bend	15	EACH	\$225.00	\$3,375.00	\$300.00	\$4,500.00
609.04.2	10" 45° Bend	4	EACH	\$250.00	\$1,000.00	\$315.00	\$1,260.00
609.04.2	12" 45° Bend	21	EACH	\$275.00	\$5,775.00	\$350.00	\$7,350.00
609.04.2	4" 22½° Bend	1	EACH	\$200.00	\$200.00	\$200.00	\$200.00
609.04.2	8" 22½° Bend	4	EACH	\$225.00	\$900.00	\$200.00	\$800.00
609.04.2	8" 11¼° Bend	1	EACH	\$225.00	\$225.00	\$200.00	\$200.00
609.04.2	12" 11¼° Bend	1	EACH	\$275.00	\$275.00	\$300.00	\$300.00
609.04.2	4" Plug	2	EACH	\$200.00	\$400.00	\$200.00	\$400.00
609.04.2	6" Plug	1	EACH	\$200.00	\$200.00	\$200.00	\$200.00
609.04.2	8" Plug	30	EACH	\$225.00	\$6,750.00	\$315.00	\$9,450.00
609.04.2	12" Plug	2	EACH	\$250.00	\$500.00	\$315.00	\$630.00
609.05.2	Fire Hydrant	4	EACH	\$1,500.00	\$6,000.00	\$2,400.00	\$9,600.00
609.06.2	1" Service Line	79	L.F.	\$10.00	\$790.00	\$2.00	\$158.00
609.06.2	1½" Service Line	48	L.F.	\$10.00	\$480.00	\$2.00	\$96.00
609.06.2	2" Service Line	262	L.F.	\$10.00	\$2,620.00	\$2.50	\$655.00
609.06.3	1" Service Connection	2	EACH	\$350.00	\$700.00	\$540.00	\$1,080.00
609.06.3	1½" Service Connection	1	EACH	\$450.00	\$450.00	\$540.00	\$540.00
609.06.3	2" Service Connection	9	EACH	\$500.00	\$4,500.00	\$745.00	\$6,705.00
609.06.4	1" Reconnecting Service Line	1	EACH	\$350.00	\$350.00	\$540.00	\$540.00
609.06.6	1" Meter Pit	2	EACH	\$400.00	\$800.00	\$230.00	\$460.00
609.06.6	1½" Meter Pit	1	EACH	\$600.00	\$600.00	\$230.00	\$230.00
609.06.6	2" Meter Pit	9	EACH	\$800.00	\$7,200.00	\$300.00	\$2,700.00
609.06.6	4" Meter Pit	1	EACH	\$1,500.00	\$1,500.00	\$3,060.00	\$3,060.00
609.07.2	Removal of 6" Water Line	89	L.F.	\$10.00	\$890.00	\$7.00	\$623.00
609.07.3	Salvage of Appurtenance - Type Fire Hydrant	4	EACH	\$500.00	\$2,000.00	\$480.00	\$1,920.00
609.07.3	Salvage of Appurtenance - Type 8" Gate Valve	1	EACH	\$300.00	\$300.00	\$240.00	\$240.00
609.07.3	Salvage of Appurtenance - Type 8" x 8" Tee	1	EACH	\$300.00	\$300.00	\$240.00	\$240.00
609.07.3	Salvage of Appurtenance - Type 8" x 6" Tee	1	EACH	\$300.00	\$300.00	\$240.00	\$240.00
609.07.3	Salvage of Appurtenance - Type 8" 45° Bend	2	L.F.	\$30.00	\$60.00	\$240.00	\$480.00
SANITARY SEWERS AND STORM DRAINS							
709.01.2	Bypass Pumping	1	L.S.	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		HK Contractors, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount
709.02.2	6" Pipe	10	L.F.	\$40.00	\$400.00	\$21.00	\$210.00
709.02.2	12" Pipe	1242	L.F.	\$20.00	\$24,840.00	\$22.50	\$27,945.00
709.02.2	18" Pipe	137	L.F.	\$33.00	\$4,521.00	\$33.00	\$4,521.00
709.02.2	24" Pipe	766	L.F.	\$40.00	\$30,640.00	\$43.00	\$32,938.00
709.03.2	Manhole - Type I	20	EACH	\$2,500.00	\$50,000.00	\$3,500.00	\$70,000.00
709.03.2	Manhole - Type I, 5' Diameter	1	EACH	\$3,500.00	\$3,500.00	\$3,850.00	\$3,850.00
709.03.3	Additional Manhole Depth	16	L.F.	\$200.00	\$3,200.00	\$250.00	\$4,000.00
709.04.2	Inlet Box - Type I	30	EACH	\$1,500.00	\$45,000.00	\$2,025.00	\$60,750.00
709.06.2	Removal of Appurtenance - Type Inlet Box	10	EACH	\$300.00	\$3,000.00	\$665.00	\$6,650.00
709.06.2	Removal of Appurtenance - Type Manhole	6	EACH	\$500.00	\$3,000.00	\$725.00	\$4,350.00
TRENCH EXCAVATION AND BACKFILL							
809.01.2	Trench Excavation and Backfill - Class I	1897	L.F.	\$20.00	\$37,940.00	\$25.00	\$47,425.00
809.01.2	Trench Excavation and Backfill - Class II	3979	L.F.	\$25.00	\$99,475.00	\$30.00	\$119,370.00
809.01.2	Trench Excavation and Backfill - Class III	40	L.F.	\$30.00	\$1,200.00	\$30.00	\$1,200.00
809.01.2	Trench Excavation and Backfill - Class IV	98	L.F.	\$35.00	\$3,430.00	\$150.00	\$14,700.00
809.02.2	Unsuitable Material Excavation	200	C.Y.	\$20.00	\$4,000.00	\$20.00	\$4,000.00
809.03.2	Rock Excavation	135	L.F.	\$75.00	\$10,125.00	\$110.00	\$14,850.00
809.04.2	Base Stabilization Material	200	C.Y.	\$25.00	\$5,000.00	\$37.00	\$7,400.00
809.11.2	Removal and Replacement of Asphalt Plantmix and Aggregate Base	250	L.F.	\$75.00	\$18,750.00	\$74.00	\$18,500.00
SPECIAL PROVISIONS							
SP - 1	Grout 6" Pipe	72	L.F.	\$20.00	\$1,440.00	\$19.00	\$1,368.00
SP - 2	Grout 8" Pipe	1859	L.F.	\$15.00	\$27,885.00	\$9.00	\$16,731.00
SP - 4	Grout 12" Pipe	187	L.F.	\$35.00	\$6,545.00	\$17.00	\$3,179.00
SP - 5	5' Diameter - Manhole - Type II Over Existing 36" Storm Drain	2	EACH	\$5,000.00	\$10,000.00	\$5,500.00	\$11,000.00
SP - 6	Remove and Reset Traffic Sign	2	EACH	\$150.00	\$300.00	\$220.00	\$440.00
SP - 7	Geogrid	15443	S.Y.	\$3.00	\$46,329.00	\$3.00	\$46,329.00
SP - 8	Mobilization	1	L.S.	\$65,000.00	\$65,000.00	\$232,500.00	\$232,500.00
TOTAL BID BASE SCHEDULE					\$1,390,033.00		\$1,777,843.50
ADDITIVE ALTERNATE BID SCHEDULE NO. 1							
EARTHWORK AND BASES							
209.03.4	Removal of Curb and Gutter	236	L.F.	\$5.00	\$1,180.00	\$6.50	\$1,534.00
209.03.5	Removal of Sidewalk	153	S.Y.	\$6.00	\$918.00	\$11.00	\$1,683.00
209.05.2	Roadway Excavation	2277	C.Y.	\$15.00	\$34,155.00	\$14.00	\$31,878.00
209.05.4	Geotextile Fabric	4349	S.Y.	\$2.00	\$8,698.00	\$1.50	\$6,523.50
209.08.3	Granular Borrow	50	C.Y.	\$20.00	\$1,000.00	\$27.00	\$1,350.00
SURFACE COURSES AND PAVEMENT							
309.06.2	4"/10" Street Section	4349	S.Y.	\$27.00	\$117,423.00	\$29.00	\$126,121.00
INCIDENTAL CONSTRUCTION							
409.01.2	Adjust Manhole Ring	3	EACH	\$1,000.00	\$3,000.00	\$600.00	\$1,800.00
409.07.2	Pavement Markings (Paint)	1	L.S.	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
409.26.2	Storm Water Pollution Prevention Plan	1	L.S.	\$2,000.00	\$2,000.00	\$500.00	\$500.00
PORTLAND CEMENT CONCRETE							

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		HK Contractors, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount
509.02.2	Combination Curb and Gutter - Type STANDARD	248	L.F.	\$27.00	\$6,696.00	\$52.00	\$12,896.00
509.03.2	4" Flatwork	127	S.Y.	\$60.00	\$7,620.00	\$79.00	\$10,033.00
509.03.2	6" Flatwork	27	S.Y.	\$80.00	\$2,160.00	\$105.00	\$2,835.00
WATER LINES							
609.01.2	Temporary Water Service	1	L.S.	\$3,000.00	\$3,000.00	\$1,250.00	\$1,250.00
609.02.2	8" Pipe	96	L.F.	\$10.00	\$960.00	\$11.00	\$1,056.00
609.02.2	12" Pipe	909	L.F.	\$15.00	\$13,635.00	\$6.00	\$5,454.00
609.03.2	8" Gate Valve and Valve Box	3	EACH	\$400.00	\$1,200.00	\$550.00	\$1,650.00
609.03.2	12" Butterfly Valve and Valve Box	3	EACH	\$600.00	\$1,800.00	\$550.00	\$1,650.00
609.04.2	12" x 8" Cross	2	EACH	\$500.00	\$1,000.00	\$300.00	\$600.00
609.04.2	8" Sleeve	4	EACH	\$225.00	\$900.00	\$300.00	\$1,200.00
609.04.2	12" Sleeve	1	EACH	\$275.00	\$275.00	\$315.00	\$315.00
609.04.2	8" 45° Bend	4	EACH	\$225.00	\$900.00	\$300.00	\$1,200.00
609.04.2	12" 45° Bend	10	EACH	\$275.00	\$2,750.00	\$350.00	\$3,500.00
609.04.2	12" 11¼° Bend	1	EACH	\$275.00	\$275.00	\$300.00	\$300.00
609.04.2	10" Plug	10	EACH	\$225.00	\$2,250.00	\$315.00	\$3,150.00
609.06.2	1½" Service Line	83	L.F.	\$10.00	\$830.00	\$2.00	\$166.00
609.06.3	1½" Service Connection	2	EACH	\$450.00	\$900.00	\$540.00	\$1,080.00
609.06.6	1½" Meter Pit	2	EACH	\$600.00	\$1,200.00	\$230.00	\$460.00
609.07.3	Salvage of Appurtenance - Type 8" Gate Valve	2	EACH	\$300.00	\$600.00	\$240.00	\$480.00
SANITARY SEWERS AND STORM DRAINS							
709.02.2	12" Pipe	20	L.F.	\$20.00	\$400.00	\$22.50	\$450.00
709.04.2	Inlet Box - Type I	2	EACH	\$1,500.00	\$3,000.00	\$2,025.00	\$4,050.00
TRENCH EXCAVATION AND BACKFILL							
809.01.2	Trench Excavation and Backfill - Class I	20	L.F.	\$20.00	\$400.00	\$75.00	\$1,500.00
809.01.2	Trench Excavation and Backfill - Class II	1088	L.F.	\$25.00	\$27,200.00	\$22.00	\$23,936.00
809.02.2	Unsuitable Material Excavation	50	C.Y.	\$20.00	\$1,000.00	\$20.00	\$1,000.00
809.03.2	Rock Excavation	322	L.F.	\$75.00	\$24,150.00	\$135.00	\$43,470.00
809.04.2	Base Stabilization Material	50	C.Y.	\$25.00	\$1,250.00	\$37.00	\$1,850.00
809.11.2	Removal and Replacement of Asphalt Plantmix and Aggregate Base	30	L.F.	\$75.00	\$2,250.00	\$110.00	\$3,300.00
SPECIAL PROVISIONS							
SP - 3	Grout 10" Pipe	845	L.F.	\$25.00	\$21,125.00	\$14.00	\$11,830.00
SP - 6	Remove and Reset Traffic Sign	2	EACH	\$150.00	\$300.00	\$220.00	\$440.00
SP - 7	Geogrid	4349	S.Y.	\$3.00	\$13,047.00	\$3.00	\$13,047.00
SP - 8	Mobilization	1	L.S.	\$15,000.00	\$15,000.00	\$23,000.00	\$23,000.00
TOTAL ALTERNATIVE BID SCHEDULE NO. 1					\$327,447.00		\$349,537.50
TOTAL COMBINED BID SCHEDULE W/ALT. NO. 1					\$1,717,480.00		\$2,127,381.00

				Engineer's Estimate		HK Contractors, Inc.	
Item Number	Description	Estimated Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount

Water Line Replacement 2016

Project # 2-38-20-2-WTR-2015-33

Bid Justification

Noting that the variance between the apparent low bid and the Engineer's Estimate for this project is greater than ten percent (10%), Justification for Award of Bid is hereby provided.

- 1) Source of Engineer's Estimate - The pricing for the Engineer's Estimate was predicated upon the average bid costs of previous projects in the area of this project. There are a couple of items with large variances for this project that are not "typical" bid items due to the nature of the project.
 - Rock Excavation Items, Items including Trench excavation and Rock Excavation were approximately \$65,000 higher than the engineers estimate. The nature of this work is difficult to estimate due to variance in equipment constraints that the Contractors may use as well as the project site conditions allowing for blasting versus requiring a rock saw.
 - Curb & Gutter & Storm Drain items, the curb and gutter item was different in cost by approximately \$32,000. The curb & gutter to be replaced and installed on this project is in noncontiguous sections requiring hand work where efficiencies to bring in a curb machine are not achievable for this project reflecting in a higher bid cost. The storm drain items including manholes, inlets reflect a cost difference of approximately \$35,000. This is apparently based on the nature of the construction season and contractors being busy this season.
 - Item SP-8, Mobilization, A standard 10% based on the cost of the other work items ratio was used for this item. It is apparent that an adjustment to the mobilization ratio should have been considered due to the traffic control requirements for this project (approximately \$167,500). Based on bid values, the bidders reflected this difference in an offer to reduce the cost to be able to close the road to complete the work (\$162,000 reduction proposed).
 - Stormwater Pollution Plan and Temporary Water Service items. The difference of the Stormwater item was \$50,000 and the cost difference for the temporary water services item was \$29,000. This project will require a construction general permit requiring the Contractor to coordinate, perform inspections and provide for documentation to meet the requirements of the EPA. The Temporary Service connections item is subject to the contractor's materials and equipment to maintain water service available to property owners during construction. These items are subject to variability based on the contractor's equipment and personnel available to perform this work and generally indicate a higher variance from the Engineers estimate.
 - Traffic Signal Loop item. This item had a proposed cost difference of \$15,000. The nature of traffic control loops would normally include other signal items that would distribute the mobilization and administrative costs of an Electrical subcontractor. As this was the only item requiring this work it is subject to a higher than planned unit cost.
- 2) The low bid received was \$2,127,381.00 versus the Engineer's Estimate of \$1,717,480.00 for a variance of \$409,901.00 or 23.9% of the Engineer's Estimate. The following is a partial list of items identified as the major contributors to this variance as explained above:
 - Item 409.26.2, Storm Water Pollution Prevention Plan: Variance = \$50,000.00 (500%)
 - Item 509.02.2, Combination Curb & Gutter – Type Standard: Variance = \$31,175.00 (93%)
 - Item 609.01.2, Temporary Water Service: Variance = \$29,000.00 (193%)
 - Item 709.03.2, Manhole – Type 1: Variance = \$20,000.00 (40%)
 - Item 709.04.2, Inlet Box – Type 1: Variance = \$15,750.00 (35%)
 - Item 809.01.2, Trench Excavation & Backfill – Class I: Variance = \$9,485.00 (25%)
 - Item 809.01.2, Trench Excavation & Backfill – Class II: Variance = \$19,895.00 (20%)
 - Item 809.01.2, Trench Excavation & Backfill – Class IV: Variance = \$11,270.00 (328%)
 - Item 809.03.2, Rock Excavation: Variance = \$4,725.00 (47%)
 - Item SP-8, Mobilization: Variance = \$167,500 (258%)

The combined variance of these items equal \$358,810 which makes up 87.5% of the project total variance of \$409,901. In review of the attached spreadsheet, all other items generally conform to the Engineer's Estimate with some higher costs due to the nature of the construction season this year.

- 3) One bid was received for this project. This is reflective of the current workload for this construction season of local contractors in the area. The Idaho Transportation Department has also received numerous transportation project bids with less than 3 bidders.
- 4) Urgency of the project - This project will benefit the travelling public and the residents in this area well into the future. If the project is required to be rebid, it would create a possibility that it would not be completed this year and review of the bid received indicate that any adjustment to the plans will not show significant benefit to consider adjustment or rebidding.
- 5) After consideration of the discussion and justifications provided above, we hereby recommend that the contract for Project No 2-38-20-2-WTR-2015-33, be awarded to the low bidder - HK Contractors.

WATER LINE REPLACEMENT – 2016

PROJECT # 2-38-20-2-WTR-2015-33



REVIEWED BY: WATER DIVISION

DATE: 4-14-16



MAYOR
REBECCA L. NOAH CASPER
CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
DAVID M. SMITH


ED MAROHN
JOHN B. RADFORD
MICHELLE ZIEL-DINGMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

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

2016

AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
CITY OF IDAHO FALLS			
ENGINEERING DIVISION			
WATER LINE REPLACEMENT - 2016 TITLE SHEET			
CHK BY:	G.C., Y.G.	DSG BY:	R.S.
FILE NO. 2-38-20-2-WTR-2015-33		DATE PLOTTED:	04/12/16
DWG NO. MAIN WATER LINE REPLACEMENTS - 2016			
		SHEET NO. 1 OF 44	



To: Honorable Mayor & City Council
From: Chris H Fredericksen, Public Works Director
Date: May 9, 2016
Subject: **BID AWARD – RYDER PARK PUMP STATION**

At 10:00 AM, Local Time, Thursday, May 5th, 2016, bids were received and opened for the Ryder Park Pump Station project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, 3H Construction, LLC, in an amount of \$152,638.40 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

2-37-35-1-PRK-2015-34

City of Idaho Falls

Engineering Department Bid Tabulation

Project..... Ryder Park Pump Station

Number 2-37-35-1-PRK-2015-34

Submitted Kent J. Fugal, P.E., PTOE

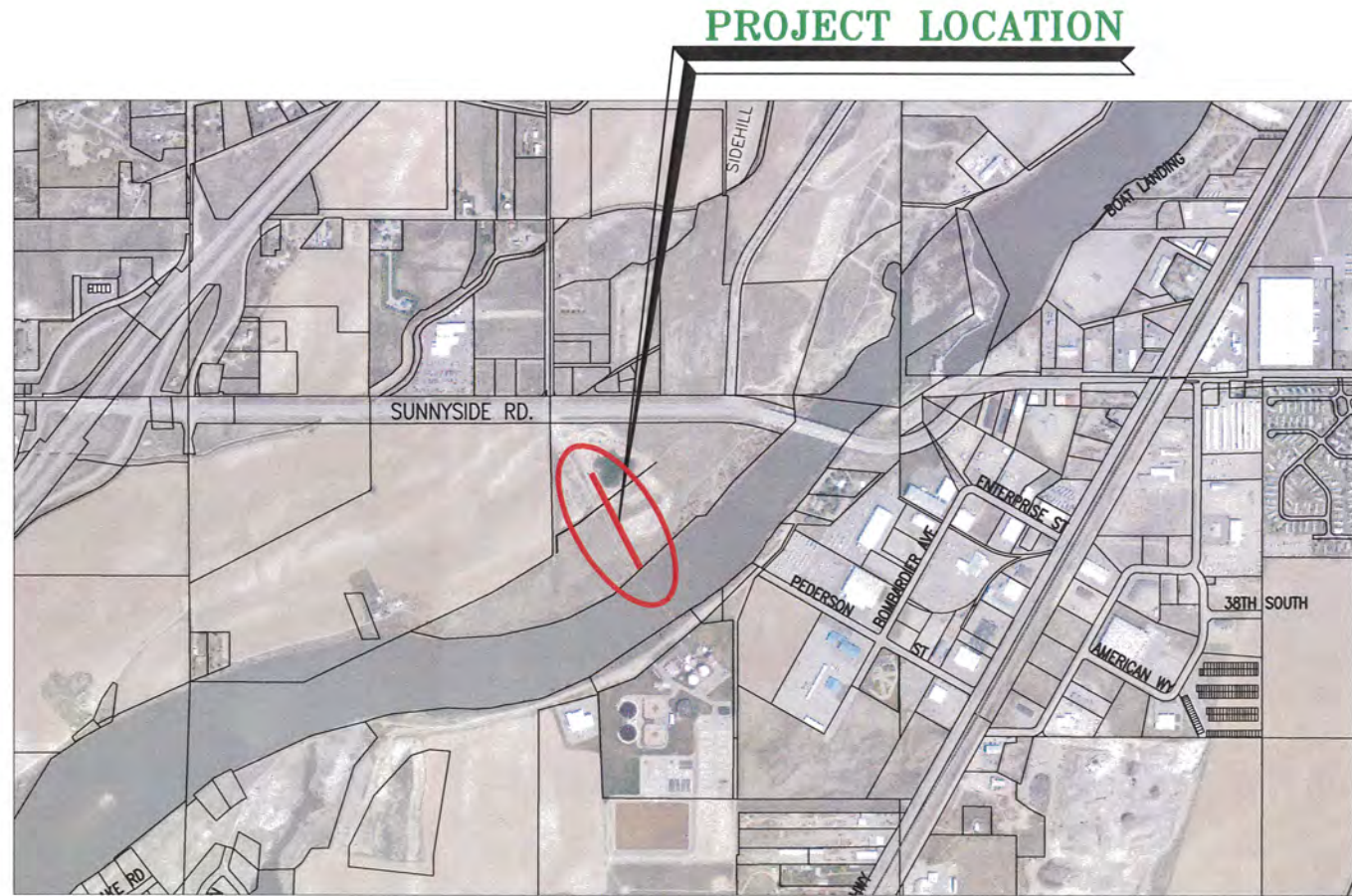
Date May 5, 2016

Item NumberDescriptionEstimated QuantityUnit				Engineer's Estimate		3H Construction, LLC		Knife River Corporation - Northwest		MD Nursery & Landscaping	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
INCIDENTAL CONSTRUCTION											
409.21.2	Repair Sprinkler Systems	1	L.S.	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
WATER LINES											
609.02.2	12" Pipe (Ductile Iron)	30	L.F.	\$20.00	\$600.00	\$42.00	\$1,260.00	\$40.00	\$1,200.00	\$20.00	\$600.00
609.02.2	12" Pipe (PVC)	707	L.F.	\$40.00	\$28,280.00	\$11.20	\$7,918.40	\$30.00	\$21,210.00	\$60.00	\$42,420.00
609.03.2	12" Butterfly Valve and Valve Box	1	EACH	\$600.00	\$600.00	\$1,250.00	\$1,250.00	\$799.00	\$799.00	\$1,000.00	\$1,000.00
609.04.2	12" 45° Bend (Ductile Iron)	3	EACH	\$350.00	\$1,050.00	\$250.00	\$750.00	\$200.00	\$600.00	\$1,000.00	\$3,000.00
609.04.2	12" 45° Bend (PVC)	4	EACH	\$650.00	\$2,600.00	\$675.00	\$2,700.00	\$700.00	\$2,800.00	\$1,000.00	\$4,000.00
609.04.2	12" 22½° Bend (Ductile Iron)	1	EACH	\$350.00	\$350.00	\$250.00	\$250.00	\$250.00	\$250.00	\$1,000.00	\$1,000.00
609.04.2	12" 11¼° Bend (PVC)	3	EACH	\$650.00	\$1,950.00	\$440.00	\$1,320.00	\$600.00	\$1,800.00	\$1,000.00	\$3,000.00
TRENCH EXCAVATION AND BACKFILL											
809.01.2	Trench Excavation and Backfill - Class I	60	L.F.	\$15.00	\$900.00	\$9.00	\$540.00	\$1.00	\$60.00	\$50.00	\$3,000.00
809.01.2	Trench Excavation and Backfill - Class II	591	L.F.	\$20.00	\$11,820.00	\$15.00	\$8,865.00	\$1.00	\$591.00	\$60.00	\$35,460.00
809.01.2	Trench Excavation and Backfill - Class III	70	L.F.	\$25.00	\$1,750.00	\$20.00	\$1,400.00	\$1.00	\$70.00	\$70.00	\$4,900.00
809.03.2	Rock Excavation	100	L.F.	\$100.00	\$10,000.00	\$1.00	\$100.00	\$10.00	\$1,000.00	\$50.00	\$5,000.00
809.10.2	Removal and Replacement of Landscaped Areas	140	L.F.	\$25.00	\$3,500.00	\$38.00	\$5,320.00	\$12.00	\$1,680.00	\$50.00	\$7,000.00
809.12.2	Repair of Waterways	15	L.F.	\$40.00	\$600.00	\$130.00	\$1,950.00	\$200.00	\$3,000.00	\$100.00	\$1,500.00
SPECIAL PROVISIONS											
SP - 1	Discharge Pipe Support Structure	1	L.S.	\$4,000.00	\$4,000.00	\$15,000.00	\$15,000.00	\$11,000.00	\$11,000.00	\$10,000.00	\$10,000.00
SP - 2	Bore 12" PVC Pipe Inside of 24" Casing	75	L.F.	\$90.00	\$6,750.00	\$235.00	\$17,625.00	\$300.00	\$22,500.00	\$150.00	\$11,250.00
SP - 3	(2) 1800 GPM Pumps	1	L.S.	\$26,000.00	\$26,000.00	\$41,975.00	\$41,975.00	\$60,000.00	\$60,000.00	\$32,500.00	\$32,500.00
SP - 4	Install Three Phase Sectionalizing Cabinet E	4	EACH	\$450.00	\$1,800.00	\$500.00	\$2,000.00	\$800.00	\$3,200.00	\$500.00	\$2,000.00
SP - 5	Install 4" Conduit	580	L.F.	\$20.00	\$11,600.00	\$13.00	\$7,540.00	\$25.00	\$14,500.00	\$21.00	\$12,180.00
SP - 6	Bore 4" Conduit Inside of 8" Casing	25	L.F.	\$60.00	\$1,500.00	\$75.00	\$1,875.00	\$100.00	\$2,500.00	\$50.00	\$1,250.00
SP - 7	Install Single Phase Transformer Base	1	EACH	\$450.00	\$450.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$400.00	\$400.00
SP - 8	Install 7'x8' Concrete Three Phase Transformer Pad	1	EACH	\$900.00	\$900.00	\$2,200.00	\$2,200.00	\$3,600.00	\$3,600.00	\$1,200.00	\$1,200.00
SP - 9	Secondary Service with Service Panel	1	L.S.	\$17,000.00	\$17,000.00	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00
SP - 10	Additional Suction Pipe	30	L.F.	\$30.00	\$900.00	\$60.00	\$1,800.00	\$48.00	\$1,440.00	\$1.00	\$30.00
SP - 11	Mobilization	1	L.S.	\$8,000.00	\$8,000.00	\$12,000.00	\$12,000.00	\$19,000.00	\$19,000.00	\$18,200.00	\$18,200.00
TOTAL				\$144,900.00		\$152,638.40		\$187,800.00		\$217,890.00	

One additional bid received was determined to be non-responsive.

RYDER PARK PUMP STATION

PROJECT # 2-37-35-1-PRK-2015-34



REVIEWED BY: IDAHO FALLS POWER

Ben Jenkins
DATE: 4/14/2016

REVIEWED BY: PARKS DEPARTMENT

Ben Jenkins
DATE: 4-14-16



MAYOR
REBECCA L. NOAH CASPER
CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
DAVID M. SMITH

ED MAROHN
JOHN B. RADFORD
MICHELLE ZIEL-DINGMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

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

2016

AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
CITY OF IDAHO FALLS			
ENGINEERING DIVISION			
RYDER PARK PUMP STATION			
TITLE SHEET			
CHK BY:	Y.G.	DSG BY:	G.C.
FILE NO. 2-37-35-1-PRK-2015-34	DATE PLOTTED: 4-12-16		SHEET NO. 1 OF 6
DWG NO. Titlepage			

MEMORANDUM

DATE: May 10, 2016

TO: Mayor Casper

FROM: Chris Fredericksen, Public Works Director

RE: Resolution to Order the Condemnation of Property for a Funded and Approved Public Right-of-Way Project

The City has received Federal funding for the expansion of Grandview Drive between Skyline Drive and Saturn Avenue. This project is designed to better serve the traveling public as the Idaho Falls Airport expands services, to improve the public safety for pedestrians and automobiles, and to provide an integral physical and economic link between the Arco Highway, Interstate 15, and the U.S. Route 20 interchange across the northwest part of the City.

The City has completed the design and environmental assessments for the project and the project is out to bid. The City will review bids to construct this project on May 24, 2016. Construction is expected to begin on July 9, 2016.

The City has successfully acquired all but one of the properties necessary for this project. The City has made numerous attempts to acquire the last parcel by making a fair-market offer (which was supported by an appraisal conducted by a licensed real property appraiser). Efforts to enter into negotiations to purchase the property have been unsuccessful.

Because the project's funding is contingent on starting construction of the project as scheduled, it is recommended that the City exercise its eminent domain authority.

RECOMMENDED ACTION: To adopt the attached Resolution to condemn the property necessary to complete the Grandview Drive expansion project.

RESOLUTION NO. 2016- _____

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ORDERING THE CONDEMNATION OF PROPERTY FOR A FUNDED AND APPROVED PUBLIC RIGHT OF WAY PROJECT; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, seven years ago the City of Idaho Falls received Federal funding for the expansion Grandview Drive between Skyline Drive and Saturn Avenue, located within the City of Idaho Falls, Bonneville County, State of Idaho (“Project”); and

WHEREAS, both the United States Government and the Idaho Transportation Department have identified the Project as a public need; and

WHEREAS, the Project will better serve the traveling public as the Idaho Falls Airport expands services, and

WHEREAS, the Project will provide an integral physical and economic link between the Arco Highway, Interstate 15, and the U.S. Route 20 interchange across the Northwest part of the City of Idaho Falls; and

WHEREAS, the City of Idaho Falls initiated the design of the Project in 2014; and,

WHEREAS, the environmental and design process for the Project has been completed; and

WHEREAS, the Idaho Transportation Department has authorized right-of-way acquisition for the project; and

WHEREAS, the City of Idaho Falls has been able to acquire all real properties, except one parcel, that are necessary to complete the Project, through a fair-market offer, negotiation, and sale; and

WHEREAS, the City of Idaho Falls has made a fair-market offer, supported by an appraisal conducted by a licensed real property appraiser, for the real property described in Exhibit “A,” attached hereto; and

WHEREAS, after numerous attempts the City has been unable to enter into a successful negotiation for an agreement to the purchase the real property described in Exhibit “A”; and

WHEREAS, the City will receive bids for the construction of the Project on May 24, 2016 and construction is scheduled to begin on July 9, 2016; and

WHEREAS, the real property described in Exhibit "A" is necessary to complete the Project; and
WHEREAS, the City of Idaho Falls has eminent domain authority to acquire real property for public purposes.

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

1. That the City of Idaho Falls exercise its Eminent Domain authority to condemn the real properties described in Exhibit "A."

This Resolution shall be in full force and effect from and after its passage by the Council.

ADOPTED and effective this _____ day of May, 2016.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

LEGAL DESCRIPTION - BEFORE

Beginning at the West quarter corner of section 13, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, and Running Thence S89°26' E Along the East-West Center Line of Said Section 13, 250.3 Feet; Thence S0°13'E 149.78 Feet; Thence S89°47' W 250.0 Feet; Thence N0°13'W To the Point of Beginning.

890 N Skyline Drive, Idaho Falls, Idaho 83402

LEGAL DESCRIPTION - REQUIREMENT

Project No. A013(132) Key No. 13132
Parcel No. 2, PI No. 13132L02
Fee Acquisition
August 21, 2015



A parcel of land being on the easterly right-of-way of Skyline Dr., Project No. A013(132) Grandview Dr., Skyline Dr. to Saturn Ave. as shown on the plans thereof on file in the office of the City of Idaho Falls, being a portion of the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) of Section Thirteen (13) Township Two (2) North, Range Thirty-Seven (37) East, B.M., Bonneville County, Idaho described as follows:

Commencing at the W1/4 Corner of said Section Thirteen (13), said corner being marked with an Aluminum cap;

thence S00°02'11"E along the west line of said Section Thirteen (13), a distance of 153.20 feet; thence N89°57'49"E, 30.00 feet to a point being on the easterly right-of-way of Skyline Rd., point being 30.01 feet right of Station 7+94.05 of Skyline Dr.; point being the REAL POINT OF BEGINNING;

thence N00°02'11"W, 128.45 feet along the existing right-of-way of Skyline Dr., to a point of curve being 30.01 feet right of Station 9+22.50 of Skyline Dr.;

thence 38.04 feet along said curve on said easterly right-of-way of Skyline Dr. to the right having a radius of 24.00 feet, a central angle of 90°48'07", and a long chord that bears N45°21'53"E, a chord distance of 34.18 feet to a point on the southerly right-of-way of Grandview Dr., point also being 40.00 feet right of Station 110+42.18 of Grandview Dr.;

thence S89°14'04"E, 8.46 feet along said right-of-way, to a point being 40.00 right of Station 110+50.63 of Grandview Dr.;

thence S50°29'42"W, 23.66 feet, to a point being 44.54 right of Station 9+31.34 of Skyline Dr.;

thence S00°02'27"E, 137.29 feet, to a point being 44.55 right of Station 7+94.05 of Skyline Dr.;

thence S89°58'56"W 14.54 feet to the POINT OF BEGINNING.

Stations on the plans for Grandview Dr., Skyline Dr. to Saturn Ave. Project No. A013(132) are in US survey feet.

Station and offset bearings and distances are intended to be perpendicular or radial to the road design centerline.

Highway Station Reference: 110+42.18 to 110+50.63 Grandview Dr.

Highway Station Reference: 7+94.05 to 9+31.34 Skyline Dr.

The area above described contains approximately 0.051 acres, of which 0.000 acres is existing right-of-way for Skyline Dr.

LEGAL DESCRIPTION - REQUIREMENT

Project No. A013(132) Key No. 13132
Parcel No. 2, PI No. 13132E01
Permanent Utility and Slope Easement
August 27, 2015

A parcel of land being on the easterly right-of-way of Skyline Dr., Project No. A013(132) Grandview Dr., Skyline Dr. to Saturn Ave. as shown on the plans thereof on file in the office of the City of Idaho Falls, being a portion of the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) of Section Thirteen (13) Township Two (2) North, Range Thirty-Seven (37) East, B.M., Bonneville County, Idaho described as follows:

Commencing at the W1/4 Corner of said Section Thirteen (13), said corner being marked with an Aluminum cap;

thence S00°02'11"E along west line of said Section thirteen (13), a distance of 10.71 feet;
thence N89°57'49"E, 50.85 feet to a point being on the easterly right-of-way of Skyline Dr., point being 50.86 feet right of Station 9+36.55 of Skyline Dr.; point also being the REAL POINT OF BEGINNING;

thence N50°29'42"E, 15.47 feet, along the right of way of Skyline Dr. to the southerly right of way of Grandview Dr. and a point being 40.00 feet right of Station 110+50.63 of said Grandview Dr.;

thence along said southerly right of way S89°14'04"E, 187.04 feet, to a point being 40.00 feet right of Station 112+37.67 of Grandview Dr.;

thence S00°00'54"E, 10.00 feet, to a point being 50.00 feet right of Station 112+37.81 of Grandview Dr.;

thence N89°14'04"W, 198.98 feet, to the POINT OF BEGINNING.

Stations on the plans for Grandview Dr., Skyline Dr. to Saturn Ave. Project No. A013(132) are in US survey feet.

Station and offset bearings and distances are intended to be perpendicular or radial to the road design centerline.

Highway Station Reference: 110+38.83 to 112+37.81 Grandview Dr.

Highway Station Reference: 9+33.76 to 9+46.38 Skyline Dr.

The area above described contains approximately 0.051 acres,





MEMORANDUM

TO: Mayor and City Council
FROM: Municipal Services Department
DATE: May 9, 2016

RE: Civic Auditorium professional
services agreement

Attached for your review and approval is a professional services agreement between the City of Idaho Falls and Idaho Falls Arts Council. This agreement outlines the scope of work for the Idaho Falls Arts Council to provide event management, marketing and execution of professional services for the Civic Auditorium as described in the March 21, 2016 City Council work session. We would like to begin the agreement July 1, 2016. Funding for the professional services agreement of \$65,000 is within the 2015/16 Municipal Services Department, Civic Auditorium budget and will be included in the 2016/17 budget.

Respectfully,


Pamela Alexander
Municipal Services Director

**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO
ADMINISTRATION AND MANAGEMENT OF IDAHO FALLS CIVIC AUDITORIUM**

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO ADMINISTRATION AND MANAGEMENT OF IDAHO FALLS CIVIC AUDITORIUM (hereinafter "Agreement"), is made and entered into this _____ day of _____, 2016, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and Idaho Falls Arts Council, 501(c)(3) non-profit corporation of the State of Idaho, 498 A Street, Idaho Falls, ID 83402 (hereinafter "IFAC").

W I T N E S S E T H:

WHEREAS, the Idaho Falls Civic Auditorium ("Auditorium") is a valuable and well used and very appreciated performance facility located within CITY limits; and

WHEREAS, CITY wishes to enhance the opportunities for more frequent and effective use of the auditorium; and

WHEREAS, IFAC is involved in administrating and managing arts-related activities at the Colonial Theater, the Willards Art Center, and the ARTitorium on Broadway, among others; and

WHEREAS, IFAC has the requisite experience, staffing, and resources to be able to provide administrative, marketing, billing, and event management services to CITY relative to the Auditorium; and

WHEREAS, CITY and IFAC wish to enter into an agreement in order to promote the Auditorium and to determine whether a continued relationship between the parties is mutually productive and serves the needs of the community.

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. General Scope of Work. IFAC will provide professional services and customer service for all who request access to the Auditorium for educational, entertainment, art, and other enrichment events during the term of this Agreement.

B. Specific Scope of Work by IFAC.

IFAC, shall, during the term of this Agreement:

1. Event Management.

a. Provide all administrative responsibilities (from inquiry to after-event billing) for those who wish to utilize the Auditorium for an event;

b. Provide a primary point of contact for all inquiries regarding the Auditorium (both local and national) including telephone, email, social media, and walk-in at IFAC administrative offices.

c. Facilitate City contractual CITY requirements relative to utilization of the Auditorium (e.g. proof of insurance, use agreement, administration of alcohol policy, scheduling of available auditorium facilities including attached music rooms and restrooms).

d. Maintain scheduling calendars for all contracted and “held” events.

e. Provide technical requirements, public information, and contact information to Auditorium users and potential users.

f. Communicate all technical needs to CITY Civic Auditorium Manager, in order to facilitate scheduling of additional technicians, where necessary, for an event.

g. Follow CITY reservation policies.

2. Auditorium Marketing.

a. Create “Civic Auditorium” page on IFAC website platform (e.g. idahofallsarts.org), which will include rental information, technical specifications, and rate information.

b. Create “landing pages” for individual events under the “Coming Attractions” section of IFAC’s website and ensure addition of the event to IFAC community calendars.

c. Promote opportunities and benefits of the Auditorium to outside promoters and agents.

d. Maintain up-to-date materials for promotion and use of the Auditorium.

e. Promote rental information and individual events through email marketing, social media, digital signage, etc.

f. Maintain regular office hours at IFAC administrative offices (498 A Street, Idaho Falls, ID) in order to receive inquiries, schedule and answer questions regarding upcoming performances, and performance availabilities. Normal business hours include Monday through Friday 9 a.m. to 5 p.m., and Saturday 10 a.m. to 4 p.m., local time.

g. IFAC will provide ticketing services related to events where requested (at a nominal fee), when applicable.

3. Administrative Services.

a. Billing

i. Collect a deposit when agreements for rental are executed. Issuance of “Settlement of Services” to renter following the event, which details fees incurred during use, such as facility rental, technical, labor, rental equipment, etc.

ii. Facilitate accounts receivable within forty-five (45) days from the date of the event. Following the forty-fifth (45th) day, unpaid invoices will be turned over to CITY for collection activities.

b. CITY Reporting and Payment

i. Distribute a statement of activity and associated invoices to CITY on the fifteenth (15th) of each month for the month immediately proceeding.

ii. Create a statement of payments, which shall include all invoices paid during the immediately proceeding month. IFAC will issue a check payable to CITY for all funds collected to that date.

iii. Report activities to the Director of Municipal Services, as requested.

SECTION II:

A. Independent Contractor.

The contracting parties warrant by their signature that no employer/employee relationship is established between IFAC and CITY by the terms of this Agreement. It is understood by the parties hereto that IFAC 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 Section II.B.2. of this Agreement.

2. The cost for IFAC’s services for Project as described in Section I, Scope of Work, is a fixed “not-to-exceed” Sixty-Five Thousand Dollars (\$65,000) payable to IFAC in roughly equal monthly installments during the term of this Agreement.

3. Payment is due upon receipt of IFAC's statement(s).

4. CITY and IFAC may mutually agree to re-allocate tasks, providing the fixed "not-to-exceed" price described in Section II.B.2. of this Agreement is unchanged.

5. Pre-approved travel and printing expenses incurred in connection with this Project are excluded from the above "not-to-exceed" price and shall be reimbursed at cost, as approved by the Director of City Municipal Services Department.

C. Right to Use Images and Published Materials.

CITY and IFAC agree that CITY, with this Agreement, acquires the right to use the results of IFAC image(s), including any portion of its image(s). The use of image(s) may include, but is not limited to, electronic and print promotion of CITY sponsored programs and functions. Image(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 IFAC for use of such image(s).

Nothing in this section shall constrain IFAC from using the materials for other trainings or projects with other entities.

The parties acknowledge that any published materials or images received by CITY are subject to public disclosure under the Idaho Public Records Law, Chapter 2 of Title 74 of the Idaho Code.

SECTION III:

A. Termination of Agreement.

This Agreement may be terminated by IFAC upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of IFAC. CITY may terminate this Agreement with thirty (30) days' notice without cause and without further liability to IFAC except as designated by this section. In the event of termination, IFAC shall be paid for services performed to termination date, based upon the work completed. All work including reports, shall become the property of, and shall be surrendered to, CITY.

B. Extent of Agreement.

This Agreement may be amended only by written instrument signed by both parties hereto.

C. Project Timeline.

The term of this Agreement shall be from _____ to _____ unless adjusted by mutual agreement between the parties. CITY shall make available to IFAC all technical data of record in CITY's possession, including financial, operations, and other information necessary for services prior to the initial date of the term of this Agreement.

D. Termination of Project.

If any portion of the services covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay IFAC for the services rendered to the date of

such suspended, abated, abandoned, or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the two (2) parties as to the percentage of the work completed.

E. IFAC's Insurance.

In performance of professional services, IFAC will 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 IFAC's services.

F. IFAC's Additional Insurance.

IFAC shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, and Comprehensive General Liability Insurance coverage. The Comprehensive General Liability Insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate, and IFAC shall cause CITY to be named as an additional insured under said policy.

G. Indemnification.

IFAC 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 IFAC in the performance of professional services under this Agreement, to the extent that IFAC is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between IFAC and CITY. IFAC shall not be obligated to indemnify CITY for CITY's sole negligence.

H. 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.

I. 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.

J. Binding of Successors.

CITY and IFAC 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.

K. 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. IFAC 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.

L. 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.

M. Fairness.

IFAC covenants and agrees that it is obligated to comply with all rules, regulations, and policies that apply to any other patrons, users, and potential users of the Auditorium and that IFAC will have no financial or scheduling advantage over others. Further, IFAC shall pay any non-profit negotiated rate already agreed upon prior to the term of this Agreement unless such non-profit negotiated rate is changed (as agreed upon by the parties to this Agreement).

N. Ownership and Publication of Materials.

CITY and IFAC agree that CITY, with this Agreement, acquires the right to use all reports, information, data, and other materials prepared by IFAC pursuant to this Agreement and shall have the authority to release, publish, or otherwise use them, in whole or in part. Nothing in this section shall constrain IFAC from using materials for other trainings or projects with other entities.

O. Non-discrimination.

IFAC 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.

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

ATTEST:

“CITY”
City of Idaho Falls, Idaho

By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

“IFAC”

By _____
Brandi Newton, Executive Director

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2016, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, a municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

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

(Seal)

STATE OF IDAHO)
) ss:
County of Bonneville)

On this _____ day of _____, 2016, before me, the undersigned, a notary public, in and for said State, personally appeared Brandi Newton, known or identified to me to be the executive director of IFAC and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said IFAC.

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

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

(Seal)



A Division of the City of Idaho Falls

"A community with its own kind of energy"



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jackie Flowers, General Manager

DATE: May 9, 2016

Re: Approve the Collective Bargaining Agreement with IBEW Local 57

It is respectfully requested that the City Council authorize the Mayor to sign the 2016-2017 Collective Bargaining Agreement between the City of Idaho Falls and the International Brotherhood of Electrical Workers Local 57. The agreement has been negotiated in good faith with Union leadership. Attached for your consideration is the red-line of the Collective Bargaining Agreement and the summary of negotiations as agreed upon with the Union.

JRF/742

C: City Clerk
City Attorney
Human Resources
File

**May 0315, 20165 to May 134, 20176
AGREEMENT BETWEEN
CITY OF IDAHO FALLS
AND
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL #57**

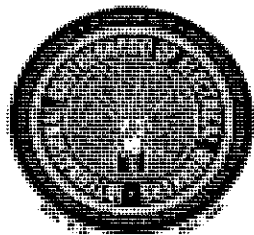


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CITY OF IDAHO FALLS
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL #57

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AGREEMENT

This Agreement made and executed this 124th day of May, 2016⁵ by and between the City of Idaho Falls, hereinafter referred to as the "City" and Local Union No. 57 of the International Brotherhood of Electrical Workers, and affiliate of the AFL-CIO hereinafter referred to as the "Union".

WITNESSETH:

That for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time between the parties hereto, and to promote harmony and efficiency to the end that the City, the Union and the general public may mutually benefit, the parties hereto contract and agree with each other as follows:

ARTICLE I

INTRODUCTION

1.1 The City is a Municipal Utility engaged in generating and distributing electric power and energy in the City of Idaho Falls, Idaho. The Union has been designated and selected by a majority of the employees of the City, working in the Electric Utility department, as their representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. The Union agrees to act fairly and impartially for all employees for whom it shall be the bargaining agency.

1.2 The Local Union agrees that the employees covered by the Agreement, or any of them will not be called upon or permitted to cease or abstain from the continuous performance of duties pertaining to the positions held by them under the City, and the City agrees on its part to do nothing to provoke interruption of or to prevent such continuity of performance by said employees insofar as such performance is required in the normal and usual operation of the City's property; it is mutually agreed that any difference that may arise between the above parties shall be settled in the manner hereinafter provided.

1.3 It is mutually recognized that the interests of the City, the Union and the welfare of the general public require the continuous rendering of service by the City, and the parties hereto agree that recognition of such obligation of continuous service is imposed upon both the City and its employees, during the life of this Agreement.

1.4 The City, to facilitate the continuous performance of such service, agrees to meet with the Business Manager of the Union in reference to any matter coming within the scope of the Agreement, and agrees that it will cooperate with the Union in its effort to promote harmony and efficiency among all of the employees of the City.

OVERTIME:

2.56 Overtime is the actual time worked by an employee other than his/her regular working hours. Overtime is to be computed on one-half (1/2) hour increments to the closest half hour.

2.67 Employees who are required to work in excess of eight (8) hours per day or forty (40) hours per week will be paid for all such overtime at a rate of one and one-half (1-1/2) times their regular rate, benefit time paid is considered the same as time worked.

2.78 Any employee coming within the classifications covered by this Agreement shall not be required to take time off during the regular working day to compensate for overtime worked or to be worked.

2.89 Overtime is to be distributed as equally as is practical among the employees employed in any classification of work where such overtime is worked. If a call out list is in effect, overtime for call out is to be distributed equally among those employees on the call out list.

2.910 A list of employees working overtime shall be posted monthly at their respective headquarters, showing hours overtime worked for the month and cumulative total for the calendar year.

2.104(a) Whenever an employee is called to work outside his/her regular schedule the employee shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times his/her regular base rate and overtime will begin at time of call. It is understood that this provision does not apply in cases where the employee is held over beyond his/her scheduled quitting time or where he/she is called in and works through to his/her scheduled starting time.

2.104 (b) For every half hour an employee is paid for overtime call after 11:00 p.m., including all paid meal time, the employee may report to work one half hour after their regular starting time that day. Any call out initiated two (2) hours or less before normal starting time will be viewed as a continuation. After working seven (7) hours after 11:00 p.m., the employee may take eight (8) hours that day off. Maximum rest period accrual is 8 hours. Employee will be subject to early call back or continuation if supervision deems it necessary. Employee continuing to work into their regular shift or called back to work before the expiration of their rest period will be paid their rest period and one and one half (1.5) times the rate until released from work.

All Rest period time taken during an employee's regular shift will be paid at the employee's straight time rate. When the employee's rest period spans the normal lunch period, employee retains unpaid lunch period and lunch period time is not counted against remaining rest period. Employee shall take their rest period at the beginning of their regular shift, unless employee requests other time during regular shift and agreed to by supervisor. Section 2.11 (b) does not apply to Dispatchers.

2.112 Employees (Maintenance, Electrical, and T&D) will be scheduled for call out for one week beginning at 8:00 a.m. Monday. Such employee agrees to remain scheduled for call out until

consistent with the hours as set in the conference, meeting, or training the employee is attending. If the travel is not required to maintain certification or licensure (per 2.16(b)) but is approved, an employee will be compensated during normal working hours even on non-working days such as Saturday, Sunday and holidays, as well as regular work days. They will not be paid for travel outside of those hours, except for time spent in performing City duties.

2.156 Any employee who is directed to use his/her personal car for City business shall be compensated for such use at the current City rate per mile or airfare, whichever is the lesser amount.

2.156 (b) Employees that are required to have a certification or state electrical license as a condition of employment those costs and the continuing education or code classes to keep them active, will be paid by the city. Prior approval from the City is needed for class, dates and locations. The license or certification will be kept current.

2.167 Benefits for the following:

2.167(a) Holidays

1. Eleven (11) holidays will be observed annually. Holiday pay will be equal to the employees regular work period. They are New Years Day, Human Rights Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, one floating holiday, and the following special holiday: The Monday preceding Christmas Day when the latter falls on Tuesday, or the Friday following Christmas Day when the latter falls on Thursday, or the Friday following Thanksgiving Day, but not both in the same year. President's Day will be observed the third Monday in February, Memorial Day will be observed the last Monday in May.

2. When a recognized holiday falls on a Saturday or Sunday or normal days off within an administrative work week, the nearest working day will be declared a holiday.

3. There will be no deduction in hourly pay for full time permanent or part-time permanent employees when one of the recognized or declared holidays falls within the basic or regular workweek.

4. a. An employee who is regularly scheduled to work on a recognized or declared holiday in addition to regular pay will receive pay for hours worked at employee's base rate and for hours actually worked in excess of basic work day be paid at time and one-half his/her base rate for such excess.

4. b. Employees who are called for emergency work on a holiday shall receive not less than two (2) hours at time and one-half (1-1/2) rate for such emergency call out, in addition to his/her regular holiday pay.

5. Holidays falling within vacation: When a recognized holiday(s) occur while an employee is on vacation he/she may take an additional day(s) vacation in lieu of the holiday(s).

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

3. Additional vacation may be granted in the case of special circumstances upon the approval of the Division Director and the Personnel Director.

d. An employee returning to the employ of the City following a termination by the City of more than ninety (90) days will re-enter as a new employee respecting vacation privileges and all other benefits described in this policy.

e. A terminating employee eligible for a vacation shall receive a lump sum payment in lieu of such vacation, but in no case will payment exceed twenty-three (23) days. Effective January 1, 1975. The last day worked will be considered as the termination date. Vacation benefits will be computed on the basis of the last complete month of service.

f. Upon retirement of eligible employees, remaining vacation benefits will be deposited into a health reimbursement account.

2.167(c) Sick Leave

1. Sickness as referred to herein, shall include all sickness (including illness due to pregnancy) occurring either while on duty or while off duty, except those exclusions referred to as NON-OCCUPATIONAL INJURY. Non-occupational injury shall be regarded as an injury while off duty, including those incurred while engaging in personal recreation, but shall not include injuries resulting from the use of intoxicating liquors or drugs, illegal or immoral conduct, unjustified fighting, willful self-infliction, occurrences while on excused or educational leave of absence, in other gainful employment, or in military service. Occupational Injury Benefits as outlined in Section 2.17(h), Item 4, shall be used prior to Sick Leave Benefits.

a. Full-time and part-time permanent employees may be allowed leave with pay at their base rate, on account of illness or non-occupational injury in accordance with the following provisions: One day of sick leave for every complete month of service with accumulation unlimited.

b. An employee eligible for sick leave with pay shall be granted such leave for personal illness or physical incapacity or enforced quarantine in accordance with community health regulations.

c. An employee, in case of sickness, must promptly notify their immediate supervisor directly or through dispatch notification. If the employee fails to properly notify his or her supervisor directly or through dispatch notification, the employee will not be paid

that could be paid at 100% if taken when sick, minus any unrecorded time used. The balance of these hours multiplied by the hourly rate equals eligible dollar amount. The benefit is paid at:

1. First 480 hours exempt.
2. 40% of all remaining hours.

| 2.167(d) Serious Sickness and Sickness in Immediate Family.

1. Permanent employees 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 (immediate family as defined in Section a. 2.17(f) in accordance with the following provisions: Not to exceed three (3) work days at any one time, or ten percent (10%) of his/her accumulated sick leave, whichever is greater. Such leave to be deducted from his/her accumulated sick leave.

2. Employee may be allowed up to five (5) workdays at their hourly rate per calendar year for Sickness in Immediate family. Such leave is not cumulative and will be deducted from accumulated sick leave.

| 2.167(e) Family Medical Leave

1. The City will in no way restrict an employee from working because of a serious health condition, including pregnancy and any other FMLA qualifying condition, if in the opinion of the employee's physician, the employee is capable of performing his or her duty.

2. Should it become necessary for an employee to request a non FMLA leave of absence for any reason, the employee may request a leave without pay under the provisions of Article XXIV of the Personnel Policy.

3. An employee granted a leave of absence because of a serious health condition, including pregnancy and any other FMLA qualifying condition shall be entitled to return to his or her former position or to an equivalent position. Should the employee not return at the expiration of the approved leave period her position shall be considered open.

4. In accordance with section XIX of the Personnel Policy, the City will comply with all aspects of the Family Medical Leave Act.

| 2.167(f) Death in Immediate Family.

1. Permanent employees may be granted leave with pay at their base rate for a period not exceeding three (3) work days, when authorized by the Division Director, for deaths in immediate family. The Division Director may authorize two (2) additional days travel time when the Division Director deems it necessary for the employee to reach his/her destination and return, such additional travel time will be deducted from accumulative sick leave.

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

b. A.O. can be used only once for the same injury except in situations where serious complications arise after the employee has returned to work, provided it is taken within one year of the date of the initial injury. Exception may be granted with the approval of both the Division Director and the Human Resources Director only after consulting with the City medical provider for work related injuries for a recommendation. Exception granted under the A.O. Policy shall be charged against the maximum A.O. Benefit of the initial injury.

2.167(i) Military Leave.

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1. Any permanent employee who volunteers for active duty with the armed forces of the United States during a period of declared national emergency, or who is ordered to active duty in the organized reserve, National Guard, or by selective service at any time, shall be granted a leave of absence without pay and shall be entitled to return to his former position or to an equivalent position providing:

a. He/she applies to return to work following discharge within the time limits set by USERRA. If he/she is not able to carry on his/her former position, every effort will be made by the City to place him/her in another position for which he/she may be qualified.

b. Seniority and service credit shall continue during military leave but a returning veteran will not displace another employee with greater seniority.

2. Any permanent employee who is a member of an organized reserve or National Guard unit who is ordered to participate in two (2) calendar weeks of field training shall receive only that portion of his/her regular salary which will, together with his/her military pay (excluding expense pay), equal his/her regular salary, excluding shift differential.

3. Any permanent employee who is drafted and ordered to report for a pre-induction physical by the Selective Service Board can, upon written request by the Division Director, with the approval of the Mayor, be granted two (2) days leave with pay for the purpose of

2.1920 The Union agrees that it will not contact or solicit employees of this City at times or under conditions which, in the judgment of the Superintendent or Department head in charge, will adversely affect or interfere with the efficient operations of the City.

2.204 Employees covered by this Agreement shall not be required to do work which properly comes under the jurisdiction of, and should be done by inside wiremen in localities where there is an inside or mixed Local Union chartered by the International Brotherhood of Electrical Workers. Nothing in this provision shall apply to trouble calls on consumer's premises or to any work on property owned by or operated by the City.

LEAVE OF ABSENCE AND TIME OFF:

2.212 With written approval of the Department Head, a maximum of six (6) months leave of absence may be granted to employees for reasons other than illness, provided they can be spared from duty. Employees on such leave of absence shall not be deemed to have forfeited seniority rights accrued prior to leave of absence.

2.223 Upon approval of his/her Department Head, an employee who requests time off may be granted such request if such time off will not inconvenience the operations of the City or increase its operating expenses. Such employee shall receive no compensation from the City for such time off.

HEALTH AND SAFETY:

2.234 The parties hereto agree to cooperate in using all reasonable means to eliminate conditions of danger to either the general public, the City, or its employees. Regular safety meetings shall be scheduled at least once a month and training sessions of at least eight (8) hours shall be held semiannually.

2.245 The City agrees to furnish all safety equipment, including the replacement of body belts, safety straps and climbers including pads and straps, FR clothing, first aid kits and gloves for climbers, as may be reasonably necessary for the health and safety of the employees, and the employees agree to use such equipment. The City will provide rain gear for outside people. The employees agree to observe such Safety Code Provisions as may be adopted.

2.256 The Union agrees on behalf of the employees that the provisions of the Safety Orders of the City will be observed together with any amendments thereto. The City and the Union agree to set up a joint committee to advise and recommend changes in safety rules and policies.

2.267 The City reserves the right to require physical examinations of its employees in accordance with its rules and regulations. Such examinations will include eye and ear examination. City required physical examinations will be at City expense.

2.278 Employees, on rotating shifts, returning from sick, accident, or other unscheduled absence must give at least eight (8) hours notice before returning to work.

schedule of hours as the employees relieved, may be transferred to the relief duty and shall receive no overtime therefore.

2.334 Dispatcher's days off, arrangements of shifts and rotation thereof shall be as mutually arranged by the parties.

~~2.35—Except when relieved at their own request, Dispatchers relieved from duty in less than four (4) hours shall be paid for not less than four hours. If relieved from duty after more than four hours, they shall be paid for not less than eight hours.~~

~~2.36—Whenever it is necessary to operate any section of any station for more than one (1) shift for longer than one (1) week, Dispatchers working on such basis shall be entitled to rotate shifts. Arrangements of shifts and rotation thereof shall be determined from time to time by the parties hereto.~~

APPRENTICES:

2.347 Application for admission into an apprentice pool may be made by submitting three (3) copies of such application as follows:

- One (1) copy to immediate supervisor.
- One (1) copy to the Union Committee.
- One (1) copy to the Secretary of the General Apprentice Committee.

The General Apprentice Committee shall be made up as specified in requirements of apprenticeship standards.

Recommendation by the Supervisor and the Union Committee and approval by the General Apprentice Committee is necessary for admission into an apprentice pool.

2.347 (a) Apprentice positions which are posted for bid will be filled from the pool by the employee bidding who has the greatest seniority and qualifications.

2.358 Apprentices must be familiar with the safety code and are required to have a good working knowledge of first-aid, including efficient application of approved methods of resuscitation. They shall expand their knowledge of proper use of safety devices, safe working methods and construction specifications as their apprenticeship progresses. Should it be difficult for apprentices to gain field experience in certain phases of work in their permanent location, they may be transferred temporarily to another location where all types of work are being done. It is understood that during their apprenticeship period they will be required to attend apprentice training sessions.

2.369 For the first twelve (12) months apprentices must not, under any conditions, work on energized conductors or apparatus if potential exceeds 650 volts. On lines carrying energized primary and secondary circuits the apprentice shall assume a working position below the highest secondary arm or rack.

3.3 All vacancies and new positions shall be filled by posting for bid. Bids for the position with the greatest seniority shall be chosen if qualified as set forth in 3.2.

3.4 Vacancies and new positions shall be posted for bid on all bulletin boards within ten (10) days after the vacancy or new position occurs. For the convenience of the City, temporary assignments may be made for a period of thirty (30) calendar days until bids are received and permanent assignments made.

3.5 An employee shall not be required to exercise his bidding seniority, and shall not sacrifice any future rights to bid on vacancies through failure to do so.

3.6 Name of person awarded the position open for bid shall be posted on bulletin boards within three (3) days after the appointment is made.

3.7 In the event no bids are received from the department in which the vacancy occurred, the City shall endeavor to fill such vacancy from some other department of the City.

3.8 It shall be the responsibility of the Personnel Department to distribute bids and awards of bids to a uniform list of locations in the City.

3.9 In the event a reduction of forces is made in any department:

1. An employee shall be entitled to transfer by displacing the employee in the same classification who has the least City seniority. In the event such employee does not have sufficient City seniority to displace anyone in such classification he/she may displace the employee with the least City seniority in the next lower departmental classification for which he holds City seniority.

2. Employees moving back on a job for which they are physically and mentally qualified but which they have not previously held shall be allowed reasonable time, not to exceed ninety (90) days, in which to break in on the new job. No employee shall be allowed to move up in grade because of a reduction in forces.

3.10 Exchange of jobs may be made by mutual agreement of the parties hereto.

3.11 In the event of a temporary curtailment in any station or department, the City reserves the right to transfer employees to other station or departments to do such work as may be available and suitable to their skills and experience, provided that no employee of longer City seniority may be displaced by an employee so transferred who has less City seniority.

3.12 The City agrees where possible to give reasonable notice to employees in advance of a layoff or transfer, and to make available for inspection the names of employees who are to be laid off.

3.13 Should employee fail within two (2) weeks after being notified to return or elect for any reason not to return to the City upon being notified that work in his/her former classification is

the new pay schedule for his/her new classification one step higher than the bracket of the pay schedule of his/her former classification at the time of transfer, except in the apprentice classification. All apprentices will start on the first step of the apprentice schedule, except prior applicable experience and/or schooling credit may be granted at any time by the General Apprentice Committee with management approval.

4.7 Relief man shall have the same classification as that of the highest class employee regularly relieved.

4.8 Any employee who starts and works a regularly scheduled shift at or after 7:00 p.m. shall qualify for a \$0.50 per hour shift differential. Shift differential will not be paid for employees whose regularly scheduled shift starts before 7:00 p.m. but work past 7:00 p.m. in either a regular pay or overtime status. Holidays, sick leave, and vacation hours will not be considered for shift differential.

ARTICLE V

ADJUSTMENT AND ARBITRATION:

5.1 Labor disputes or differences arising between the City and the Union and the employees of the City, including differences or disputes as to the meaning, application or operation of any provisions of this Agreement, or differences referred to in the previous section, shall be settled in the manner herein provided, and the Union agrees that there shall be no quitting or suspension of work by any dispute or difference.

5.2 Meetings between grievance committees to be selected by the Union and the various Department Heads of the City for the presentation of grievances hereunder shall be held upon five (5) days written notice from either party to the other, provided, however, that grievances pertaining to discharges or other matters which cannot reasonably be delayed shall be held at the earliest practicable time which can be arranged.

5.3 Grievances with respect to matters of promotion, demotion, discipline, layoff or discharge shall be presented within ten (10) days from the date of such promotion, demotion, discipline, layoff or discharge.

5.4 Should an employee have a complaint, the steward shall discuss the complaint with the immediate supervisor. If the complaint is not resolved to the satisfaction of the employee, a written grievance may be filed, and adjusted as follows:

- First: Between the aggrieved employee or the Union and the superintendent of such employee in the department involved. The superintendent shall respond in writing and return to the employee or the union within 10 working days. The Union shall respond within 10 working days of receiving the Superintendent's response as to whether the response is unsatisfactory and elevate it to the Division Director.

6.3 The parties hereto agree that during such conferences and arbitration there shall be no cessation or stoppage of work, service or employment on the part of or at the instance of either party.

AGREEMENT DATED this 12⁴th day of May, 2016⁴

SIGNED BY:

CITY OF IDAHO FALLS

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 57

MAYOR

UNIT CHAIRMAN

IDAHO FALLS POWER

BUSINESS MANAGER

~~HUMAN RESOURCES MANAGER~~ MUNICIPAL SERVICES DIRECTOR

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS.

EXHIBIT "A"

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CITY OF IDAHO FALLS**IDAHO FALLS POWER****Effective May 3, 2015 through May 14, 2016**

	<u>1st Yr</u>	<u>2nd Yr</u>	<u>3rd Yr</u>	<u>4th Yr</u>
<u>GENERATION:</u>				
Dispatcher—Day Shift	\$32.76	\$33.75	\$35.24	\$36.37
Dispatcher—Night Shift	\$33.26	\$34.25	\$35.74	\$36.87
Certified Distribution Dispatcher	—	—	—	\$38.04
Certified Distribution Dispatcher—Night Shift	—	—	—	\$38.54
* Journeyman Hydro-Mechanic	—	—	—	\$38.04
* Hydro-Maintenance Apprentice	\$28.54	\$30.44	\$31.93	\$33.45
* Mechanical Temporary Foreman	—	—	—	\$39.04
* Electrical Temporary Foreman	—	—	—	\$40.63
* Journeyman Operations Electrician (w/State Electrician License)	—	—	—	\$38.66
<u>FIBER:</u>				
* Communications Technician-I	\$27.20	\$28.44	\$30.66	\$32.44
* Communications Technician-II	—	—	—	\$35.53
<u>DISTRIBUTION:</u>				
* Journeyman Lineman	—	—	—	\$39.26
* Apprentice Lineman	\$29.44	\$31.40	\$32.97	\$34.54
* Temporary Foreman	—	—	—	\$41.24
* Substation Technician	—	—	—	\$39.26
* Apprentice Substation Technician	\$29.44	\$31.40	\$32.97	\$34.54
* Substation Temporary Foreman	—	—	—	\$41.24
<u>METERING:</u>				
* Journeyman Meterman	—	—	—	\$38.66
* Apprentice Meterman	—	\$30.95	\$32.50	\$34.06

* Includes \$.04/hr for hand tools and \$.06/hr for boot allowance.

Temporary Foreman Rate at 105% of regular wage.

* Includes \$.04/hr for hand tools and \$.06/hr for boot allowance.

Temporary Foreman Rate at 105% of regular wage.

LOU – Travel and Training

April 2007

The City of Idaho Falls and IBEW, Local 57, hereby recognize that the union contract language related to travel and training was in place prior to the adoption of a City-wide travel and training policy. As such, the travel language in the contract shall prevail, with employees being compensated for travel time per the agreement.

Agreed to by:

s/s Byron Nielsen

IBEW Local 57

s/s Jackie Flowers

Idaho Falls Power

AMENDMENTS FOR VERBAL AGREEMENTS
RESULTING FROM 1971 IBEW CONTRACT NEGOTIATIONS

- ITEM 1: Regarding verbal agreements between the parties, i.e., the City representatives and IBEW representatives, it was agreed that time off with permission with pay would be recorded on the individual time sheets for use in computing fringe benefits. An approximation of two-tenths (.2) was used in fringe benefit calculation for the current 1971-1972 contract. This figure was arrived at by using UP&L Company averages. Hereafter, absence with pay by permission will be reflected on time sheets as mentioned if Personnel Policy changes are ratified by IBEW. (This amendment to Personnel Policy will be forthcoming).
- ITEM 2: It was also verbally agreed at the time of negotiations that a clarification of Article 2.14 regarding meals would mean that if a man works two and one-half (2-1/2) hours straight through beyond his regularly scheduled shift, he would be provided a meal and time to eat the meal, and time will not exceed one (1) hour.
- ITEM 3: It was agreed that Article 2.38 be amended to read: The General Apprentice Committee shall be made up, "as specified in requirements of apprenticeship standards," thus eliminating a specified number of members as was spelled out in contract which fell short of apprenticeship standards requirements.

TO: BOYD WOOD, IBEW UNIT CHAIRMAN
FROM: G.S. HARRISON, MANAGER - ELECTRIC DIVISION
SUBJECT: PERSONNEL POLICY - ARTICLE XXV (Jury Duty).

Enclosed are two copies of a recent personnel policy change. The unit may be interested in ratifying this change for inclusion in our working agreement.

Please respond to this proposal in writing at your earliest convenience.

Signed - G.S. Harrison

Enc.

ANSWER:

In answer to above proposal we are in agreement to include personnel policy Article XXV as is now written and approved by City Council December 18, 1975.

Signed - Boyd Wood,
Unit Chairman

AMENDMENTS FOR AGREEMENTS
RESULTING FROM 1981 IBEW CONTRACT NEGOTIATIONS

April 28, 1981

Article 4, Section 4.1

Adjust Schedule "A" to reflect a 10.5% increase for all classifications in the agreement to be effective May 3, 1981 to May 2, 1982. Apprentice rates will increase according to Article 2.43 of the agreement.

Change Dental Plan from Plan I to Plan IV.

Blue Cross premium increase.

All items subject to Council approval.

If Utah Power & Light Company Journeyman classifications are upgraded this increase will be presented to Idaho Falls City Council at the date of upgrade with recommendation from Craig Lords, Steve Harrison, to consider upgrade for Idaho Falls Journeyman classifications.

Signed: G.S. Harrison, Manager
Electric Division

Signed: Grant Gallup
Unit Chairman

Signed: S. Craig Lords
Personnel Director

Signed: Byron Nielsen
IBEW Asst. Business Mgr.

IBEW-CITY OF IDAHO FALLS

WORKING AGREEMENT

April 29, 1983

On April 29, 1983, the IBEW and the CITY OF IDAHO FALLS agreed to the following amendment to the working agreement:

- | | | |
|----|-----------------------------|--------------|
| 1) | Wages | 4.0% |
| 2) | Longevity (\$100 additional | 0.4 |
| 3) | Health & Accident Increase | <u>0.635</u> |
| 4) | Package | 5.035% |

In addition, a 1 cent per hour increase in tool allowance was agreed to.

It was also agreed that the vacation day given up by the Union in 1982 would be returned.

Signed: G.S. Harrison
ELECTRIC DIVISION MANAGER

Signed: T. Grant Gallup
UNIT CHAIRMAN

Signed: S. Craig Lords
PERSONNEL DIRECTOR

Signed: Byron Nielsen
IBEW ASST. BUSINESS MGR.

1985 CITY/IBEW NEGOTIATIONS

April 24, 1985

The following items were agreed to between the City of Idaho Falls and IBEW Local #57, as a result of 1985 negotiations:

1. Lunch Hour:
Lunch hour will be changed from a one (1) hour to a one-half (1/2) hour lunch period to comply with daylight savings time.
2. Article 2.12:
Employee's scheduled for call out will be paid at working foreman rate for all hours worked.
3. Article 2.17(a):
Amend article 2.17(a) paragraph 4 to read:
An employee who is regularly scheduled to work ... and delete "is required".
4. Article 2.17(c):
Amend article 2.17(c) sick leave from 25% to 30%.
5. Longevity:

3 yrs. \$225	9 yrs. \$475
5 yrs. \$375	11 yrs. \$750
7 yrs. \$425	13 yrs. \$850
6. Wage Increase:
4% increase on all classifications, to be figured on tool rate. Also provide 2 cents per hour hand tools for Mechanical Maintenance Man and Mechanical Foreman.

Signed: G.S. Harrison
Electric Division Manager

Signed: T. Grant Gallup
Unit Chairman

Signed: S. Craig Lords
Personnel Director

Signed: Byron Nielsen
IBEW Asst. Business Manager

1987 CITY/IBEW NEGOTIATIONS
April 23, 1987

This letter represents the understanding of IBEW and City of Idaho Falls people regarding negotiations for the 87-88 contract year.

1. 1.46% increase of all classifications contained in Exhibit A.
2. \$30.00 increase on all longevity scales.
3. H & A premium increase of Nov. 1, 1986 charged at 0.225%.
4. Adjust journeyman meterman and associated apprentice rate to that of journeyman meterman with state electrical license, and eliminate state electrical license requirement.
5. Working foreman or journeyman will be upgraded to appropriate electrical, mechanical or gang foreman upon relieving a crew foreman or supervisor. When the City makes up a new crew, a journeyman or working foreman will be upgraded to the appropriate foreman schedule when supervising three (3) or more journeymen or apprentices. Working foreman rate will prevail when supervising less than three (3) journeymen or apprentices.
6. Add a third paragraph to Article IV section 4.3 as follows:

Whenever any temporary employee has been continuously employed for (6) months, the City will determine if position needs to be permanent or eliminated.

Signed: G.S. Harrison
Electric Division Manager

Signed: David Lusk
Unit Chairman - Local 57

Signed: S. Craig Lords
Municipal Services Director

Signed: Byron Nielsen
Assistant Business Manager - Local 57

1989 City/IBEW Negotiations
May 5, 1989

This letter represents the understanding of IBEW and City of Idaho Falls people regarding negotiations for the 89-90 contract year.

1. 4% increase on base rate on all classifications contained in Exhibit A and section 2.17j. All longevity scales to remain at current amounts.
2. City will pick up health, accident and dental premium increases that were effective November 1, 1988.
3. Bargaining Unit to pick up any health, accident and dental increase effective November 1, 1989. The union has the option of payroll deduction beginning with the November 89 premium or of owing the City the 6 months of Unit premium due and payable at the end of the contract period.
4. Include language for Serious Sickness and Sickness in family to read as currently written in Section XVI of the Personnel Policy.

Signed: G.S. Harrison
Electric Division Manager

Signed: David Lusk
Unit Chairman - Local 57

Signed: S. Craig Lords
Municipal Services Director

Signed: Byron Nielsen
Asst. Business Manager - Local 57

Family \$55.42 per month
2 Party \$45.04 per month
Single \$19.84 per month

Signed: G.S. Harrison
Electric Division Manager

Signed: David Lusk
Unit Chairman - Local 57

Signed: Randy Allen
Personnel Administrator

Signed: Byron Nielsen
Asst. Business Manager
Local 57

1992 CITY/IBEW NEGOTIATIONS

April 30, 1992

This letter represents the understanding of the IBEW and the City of Idaho Falls regarding negotiations for the 92-93, and 94-95 contract years.

- A. Amend paragraph 2.12 to reflect change from working foreman to gang foreman.
Eliminate working foreman from Exhibit "A".
Mileage paid for call outs will be limited to one way and a maximum of 10 miles.
Eliminate 3 hour street light guarantee.
All call outs within original 2 hour call out period will be considered continuation.
- B. No change to holiday pay.
- C. No change to sick leave conversion.
- D. See F
- E. Attach 1991/92 Health & Accident addendum to back of contract.

The City will explore the possibility of establishing a health & accident plan for retirees.

F.	5/3/92- <u>5/1/93</u>	5/2/93- <u>4/30/94</u>	5/1/94- <u>4/29/95</u>
Wages/longevity	6%	4%	4%
Applied to all classifications/scales			
Total Package	6%	4%	4%

Add \$.10/hour for all levels of City Plant Operators in Exhibit "A".

- G. 3 year agreement.

Signed: G.S. Harrison
Electric Division Manager

Signed: David Lusk
Unit Chairman - Local 57

Signed: Randy Allen
Personnel Administrator

Signed: Byron Nielsen
Asst. Business Manager Local 57

ADDENDUM TO THE
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
IBEW LOCAL NO. 57
AND THE
CITY OF IDAHO FALLS, IDAHO

MEDICAL AND DENTAL BENEFITS

The City shall make monthly contributions to the Eighth District Electrical Benefit Fund on behalf of eligible employees and their eligible dependents for Medical and Dental Benefits for the twenty nine (29) month period January 1, 1992 through May 31, 1994 in accordance with the following contribution schedule:

<u>Classification</u>	<u>Monthly Contribution</u>
Single	\$160.37
Two Party	357.03
Family	448.22

The City shall not be responsible for the day to day administration of the plans. All contracts if applicable, shall be issued to the Board of Trustees of the Eighth District Electrical Benefit Fund.

Contributions must be made to the Eighth District Electrical Benefit Fund on or before the tenth (10th) day of each month for which coverage is intended.

Signed: Melvin L. Erickson, 12/20/91
Mayor Protem

Signed: David Lusk, 12/24/91
Unit Chairman

Signed: G.S. Harrison, 12/20/91
Electric Division Mgr.

Signed: Blaine Newman, 1/6/92
Business Manager

Signed: S. Craig Lords, 12/20/91
Municipal Services Dir.

1998 CITY/IBEW NEGOTIATIONS
April 17, 1998

This letter represents the understanding of the IBEW Local 57 and the City of Idaho Falls regarding negotiations for the 1998-99, 1999-2000, and 2000-01 contract years.

A. Amend Contract Section 2.17(b), 1b to change maximum carry over amount from 21 days to 23 days.

B. Amend Contract Section 5.4 under First step to change "immediate superior" to Superintendent" and under Second step to change "Department Head of the department involved" to "Electric Division Director". Parties agree to clarification under Third step that City shall be City official(s), other than Electric Division Director, appointed by the Mayor.

C. Amend Contract Section 2.12 to add standby compensation providing for 16 hours per week minimum, paid at the straight time base rate, with all overtime hours worked deducted from the 16 hour minimum. No change to the compensation for all overtime hours worked.

D. City will transfer the following amounts each month to the IBEW insurance carrier:

	1998-99	99-2000	2000-01
Single	\$190.37	\$200.37	\$210.37
Two-party	\$387.03	\$397.03	\$407.03
Family	\$478.22	\$488.22	\$498.22

E. Add classification of general laborer to Exhibit A under Generation, Distribution, and Metering, as follows:

	1st Yr.	2nd Yr.	3rd Yr.	4th Yr.
General Laborer	\$11.00	\$11.25	\$11.50	\$11.75

F. Amend Exhibit A wages and the longevity schedule to reflect the following increases:

<u>1998-99</u>	<u>99-2000</u>	<u>2000-01</u>
3.5%	2.5%	2.5%

G. Upgrade all distribution gang foremen and journeyman lineman classifications by \$0.05 per hour in 1999-2000. Adjust apprentice lineman wage accordingly as per

2001 CITY/IBEW NEGOTIATIONS
May 3, 2001

This letter represents the understanding of the IBEW Local 57 and the City of Idaho Falls regarding negotiations for the 2001-02, 2002-03, and 2003-04 Contract years.

- A. With respect to the call out provisions of Section 2.12 of the Contract:
1. Apprentice training time worked will not be deducted from the sixteen (16) hour minimum.
 2. Scheduled overtime declined by the call out employee will not be deducted from the sixteen (16) hour minimum.
 3. This section will be applied to the mechanical maintenance men with the exception that the hours worked upgrade will be at the mechanical foreman rate.
- B. The City will contribute \$100 per month per eligible employee to the Eighth District or current insurance provider at the time, to be used towards health and accident insurance premiums for bargaining unit employees after PERSI retirement from the City. Payment will be made for a period commencing upon employee's PERSI retirement to and until the date the employee reaches sixty-five (65) years of age or at the expiration of ten (10) years from the date of employee's PERSI retirement, whichever first occurs.
- C. Amend Exhibit A wages and the longevity schedule to reflect the following increases:
- | <u>2001-02</u> | <u>2002-03</u> | <u>2003-04</u> |
|----------------|----------------|----------------|
| 3.5% | 3.0% | 3.0% |
- D. Establish the new classification Substation Foreman at the following rates from the 2000-01 Exhibit A:
- | | | |
|---------------------|----------------------|----------------------|
| First year: \$26.50 | Second year: \$27.20 | Fourth year: \$27.99 |
|---------------------|----------------------|----------------------|
- These rates are subject to the increases from C above.
- E. Amend Contract to reflect three (3) year agreement.
- F. Amend Section 5.4 of the Contract to add pre-grievance process language and to establish ten (10) day time limits for City replies for the first and second grievance steps.
- G. The IBEW Assistant Business Manager and Idaho Falls Power Director will execute the agreed to Meal Policy Memorandum of Understanding.

2004 IDAHO FALLS POWER / IBEW LOCAL 57 NEGOTIATIONS
May 4, 2004

This letter represents the understanding of the IBEW Local 57 and Idaho Falls Power regarding labor negotiations for the 2004-05, 2005-06, and 2006-07 Contract Years beginning May 2, 2004 and ending April 28, 2007.

- A. REST PERIOD. Add new subsection to the Contract addressing rest period as follows:

Section 2.11 (b)

For every half hour an employee works after 12:00 a.m., including not more than one (1) hour paid meal time, the employee may report to work one half hour after their regular starting time that day. After working seven hours after midnight the employee may take eight (8) hours that day off. Employee will be subject to early call back if supervision deems it necessary. Employee called back to work before the expiration of their rest period will be paid at 1½ time until released from work.

All rest period time taken during an employee's regular shift will be paid at the employee's straight time rate. When the employee's rest period spans the normal lunch period, employee retains unpaid lunch period and lunch period time is not counted against remaining rest period. Employee shall take their rest period at the beginning of their regular shift, unless employee requests other time during regular shift and agreed to by supervisor.

Section 2.11 (b) does not apply to plant operators.

The following examples are presented for clarification and are not to be included in the amended contract language:

- 1) If employee works six and one half (6½) hours after 12:00 a.m. the employee will report to work six and one half (6½) hours, plus lunch break, after their regular starting time.
- 2) If employee works until 1:00 a.m. and then is called out from 3:00 a.m. to 5:30 a.m. the employee will report to work three and one half (3½) hours after their regular starting time.

- B. STANDBY. Add a new sentence to Section 2.12 of the Contract immediately preceding the last sentence in the section as follows:

The overtime hours deduction will not reduce the 16 hour minimum below 8 hours.

- C. INSURANCE PAYMENTS. City will transfer the following amounts per employee each month to the IBEW insurance carrier:

2004-05	\$682.69
2005-06	\$768.49

IDAHO FALLS POWER/IBEW LOCAL 57
2007 NEGOTIATIONS
April 27, 2007

This letter represents the understanding of the IBEW Local 57 and Idaho Falls Power regarding labor negotiations for the 2007-08, 2008-09, and 2009-10 Contract Years beginning April 29 and ending May 2, 2010.

1. Amend Contract Section 2.5 establishing shift change criteria to include one week's notice for a minimum of one week duration and to provide employees with shift change compensation.
2. Amend Contract Section 2.11 to begin the call out at the time of call. Amend Contract Section 2.11(b) to identify callouts occurring between 11 p.m. and two hours prior to scheduled work time as qualifying for rest period. Call outs occurring two hours or less before the regularly scheduled work day will be viewed as a continuation. If an employee is called back during their rest period, or asked to continue through their rest period, the rate of pay for that period will be two times the base rate.
3. Add Section 2.16(b) providing that the City will pay to keep certification or state electrical license active, including training, so long as it is a requirement of employment and prior approval on training is received.
4. Amend Contract Section 2.34 to include arrangements of shift and rotation thereof.
5. Delete Contract Section 2.36 (a).
6. Add Section 3.14 providing that the city agrees that it will not contract any work which is customarily done by its regular employees, if as a result hereof, it would become necessary to lay off any such employees.
7. Insurance Payments: The City will transfer the following amounts per employee each month to the IBEW insurance carrier:

Remainder of 2007	\$825.69
January 1, 2008	\$825.69
January 1, 2009	\$861.44
January 1, 2010	\$897.19
8. Amend Contract Exhibit "A"
 1. WAGES AND LONGEVITY

<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
3%	3%	3%
 2. Add the following positions at the identified rates:

IDAHO FALLS POWER/IBEW LOCAL 57
2010 NEGOTIATIONS
April 29, 2010

This letter represents the understanding of the IBEW Local 57 and Idaho Falls Power regarding labor negotiations for the 2010-2011 Contract Years beginning May 2, 2010 and ending May 1, 2011.

1. Amend Contract Section 2.5 to clarify language related to employees returning to their regular shift.
2. Amend Contract Section 2.12 to change call out guarantee 16 hour minimum hours at the appropriate foreman rate for overtime hours worked, reduced to 12 hours, and establish that 40 hour work week is to be paid at the regular rate.
3. Amend Section 2.14 to clarify meal payment for working two hours beyond and two hours before the shift.
4. Amend Section 2.17(a) to provide that holiday pay will be equal to regular work period.
5. Amend Section 2.17(b) to clarify that employees shall be eligible to use accrued vacation one month after date of hire.
6. Amend Section 2.17(j) to adopt the City's longevity compensation schedules, including adding a 20th and 25th year.
7. Amend Section 4.4 to upgrade a journeyman to the appropriate foreman rate when relieving a supervisor or when the City makes up a new crew with a journeyman supervising two or more journeyman.
8. Amend Section 5.4 to add timelines for grievance response and appeal procedures.
9. Amend Meals Memorandum Agreement with clarifying language for when an employee is unable to eat the meal. Meals to be based on time paid.
10. Insurance Payments: Establish that the City will pay premium increases up to 15% cumulative of the current total contribution per month for each employee. Personal care contribution to remain unchanged.
11. Amend Contract Exhibit "A"
 WAGES - No wage increase for all classifications during 2010-2011.

Agreed to by:
IBEW Local 57

<signed>
Scott Long
Senior Representative

<signed>
Craig Leigh
Unit Chairman

Idaho Falls Power
<signed>
Jackie Flowers
General Manager

<signed>
Brian Sagendorf
Human Resources Director

IDAHO FALLS POWER/IBEW LOCAL 57
2012 NEGOTIATIONS
May 3, 2012

This letter represents the understanding of the IBEW Local 57 and Idaho Falls Power regarding labor negotiations for the 2012-2013 Contract Years beginning May 6, 2012 and ending May 4, 2013.

1. Amend Section 2.11 (b) -- to adjust compensation if a supervisor requires the employee to work through their rest period.
2. Amend Section 2.17 (b)(3)(g) -- to allow vacation benefits to be placed into health reimbursement account upon retirement.
3. Amend Section 2.17 (j) -- to provide for a 2.0% increase to all schedules.
4. Amend Section 2.25 -- to reflect that the City is providing FR clothing with the safety equipment.
5. Amend Section 6.1 -- to provide for a one year agreement.
6. Amend Contract Exhibit "A" -- Clarification of existing classifications. WAGES -- Add 2.0% increase on all classifications, reestablish apprentice percentages, and establish a temporary foreman percentage.

Agreed to by:

IBEW Local 57

____<signed>_____
Scott Long
Senior Representative

____<signed>_____
Rory Cullen
Unit Chairman

Idaho Falls Power

____<signed>_____
Jackie Flowers
General Manager

____<signed>_____
Brian Sagendorf
Human Resources Director

IDAHO FALLS POWER/IBEW LOCAL 57
2014 NEGOTIATIONS
May 9, 2014

This letter represents the understanding of the IBEW Local 57 and Idaho Falls Power regarding labor negotiations for the 2014-2015 Contract Year beginning May 4, 2014 and ending May 2, 2015.

20. Amend Section 1.6 – to amend EEO/Discrimination/Harassment language to be consistent with City Personnel Policy.
21. Amend Section 2.11(b) – amend language to be consistent with 2007 summary and with current practice (note: clean up item).
22. Amend Section 2.14 – amend language to categorize all hours of the day in three equal intervals.
23. Amend Section 2.15 – amend language in the travel policy for travel outside of licensure or certification requirements to reduce overtime.
24. Delete Section 2.17(b)(3)(e) – eliminate duplicative reference to Military Leave of Absence Policy.
25. Amend Section 2.17(b)(3)(g) – eliminate reference to 23 day payout policy maximum for retirees allowing them to receive current accrual.
26. Amend Section 2.17(c) – remove language related to Occupational Injury/Accident On Duty in the sick leave section, replacing it instead in the Occupational Injury/Accident On Duty section. Also delete reference to City Physician throughout the contract.
27. Amend Section 2.17(d) – amend language pertaining to sickness in family to be consistent with City Personnel Policy and standard practice (note: clean up item).
28. Amend Section 2.17(h) – amend language to be consistent with City Personnel Policy and standard practice and relocate Occupational Injury/Accident On Duty language from 2.17(e).
29. Amend Section 2.17(i) – amend language to be consistent with City Personnel Policy and comply with USERRA.
30. Amend Section 2.17(j) – delete reference to old compensation scale and increase longevity scale 2.25%.
31. Amend Section 2.30 – update medical premium information, and insert reference to Personal Care Account from 2013 Summary and clarify process on retiree health insurance premium contribution to reflect current practice (note: clean up item).
32. Amend Section 4.4 (b) – clarify reference to job titles in relief upgrade (note: clean up item).

IDAHO FALLS POWER/IBEW LOCAL 57
2015 NEGOTIATIONS
April 29, 2015

This letter represents the understanding of the IBEW Local 57 and Idaho Falls Power regarding labor negotiations for the 2014-2015 Contract Year beginning May 3, 2015 and ending May 14, 2016.

- 35. Amend Section 2.30 (b) – update medical premium information to include an additional \$53.94 per month premium payment to LineCo effective for the January 2016 premium payment (January – May premiums will be \$1141.44, with employee contribution toward the premium to remain unchanged).
- 36. Amend Section 2.32 – 2.36 – replace Operator reference with Dispatcher.
- 37. Amend Contract Exhibit “A”
 - 2.5% increase in wages for all classifications with an additional 0.5% for Journey Mechanic, Electrician, Meterman, and Certified Distribution Dispatcher classifications.
 - Add a Serviceman job classification at the Temporary Foreman rate.

Agreed to by:

IBEW Local 57

Idaho Falls Power

<signed>
Scott Long
Assistant Business Manager

<signed>
Jackie Flowers
General Manager

<signed>
Rory Cullen
Unit Chairman

<signed>
Melanie Marsh
Human Resources Director

<u><signed></u>	<u><signed></u>
<u>Scott Long</u>	<u>Jackie Flowers</u>
<u>Assistant Business Manager</u>	<u>General Manager</u>
<u><signed></u>	<u><signed></u>
<u>Rory Cullen</u>	<u>Pamela Alexander</u>
<u>Unit Chairman</u>	<u>Municipal Services</u>
<u>Director</u>	

COMMUNITY DEVELOPMENT SERVICES

Planning Division

Office (208) 612-8276

Fax (208) 612-8520



Building Division

Office (208) 612-8270

Fax (208) 612-8520

BGC-054-16

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Public Hearing for CDBG Consolidated Annual Performance and Evaluation Report (CAPER) 2015
DATE: May 6, 2016

As part of the CDBG reporting requirements, the Consolidated Annual Performance and Evaluation Report (CAPER) for 2015 is due to HUD on June 30, 2016. Approval of the CAPER requires a public hearing, a 15-day public comment period, and approval of a resolution. The public hearing is scheduled for May 12, 2016. The comment period will begin on May 13 and end on May 27. Staff will request Council approval of the resolution on June 9, 2016.

Attachments:

Cc: Kathy Hampton, City Clerk
File

COMMUNITY DEVELOPMENT SERVICES



Planning Division
Office (208) 612-8276
Fax (208) 612-8520

Building Division
Office (208) 612-8270
Fax (208) 612-8520

BGC-055-16

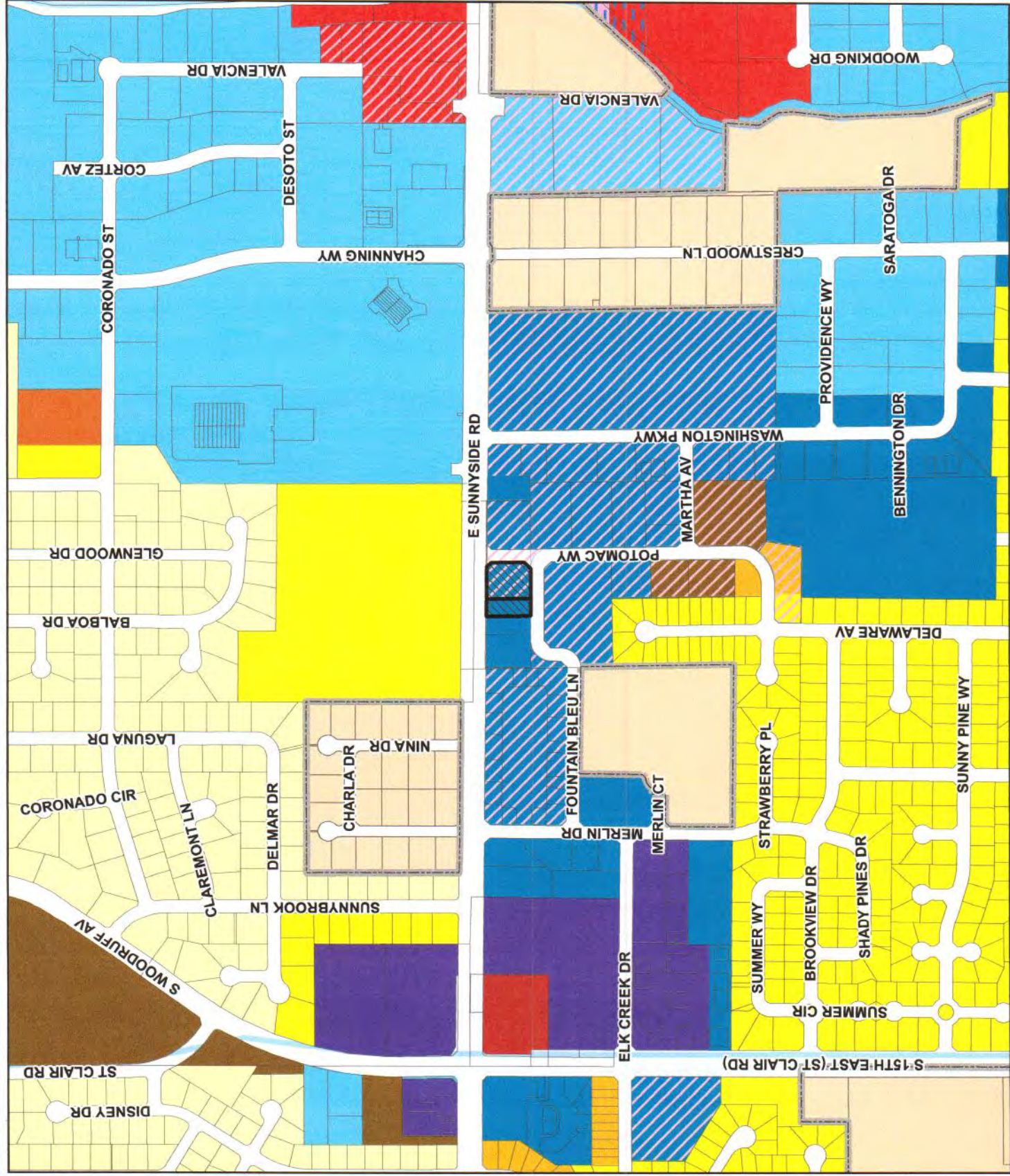
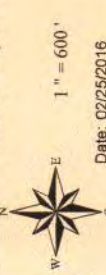
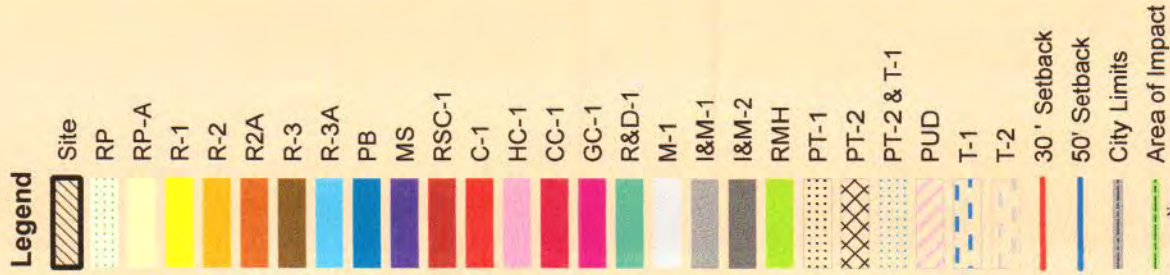
TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards, Lot 2, Block 1, Freeman Medical Plaza and Lot 1, Block 18, St. Clair Estates, Div. 13
DATE: May 6, 2016

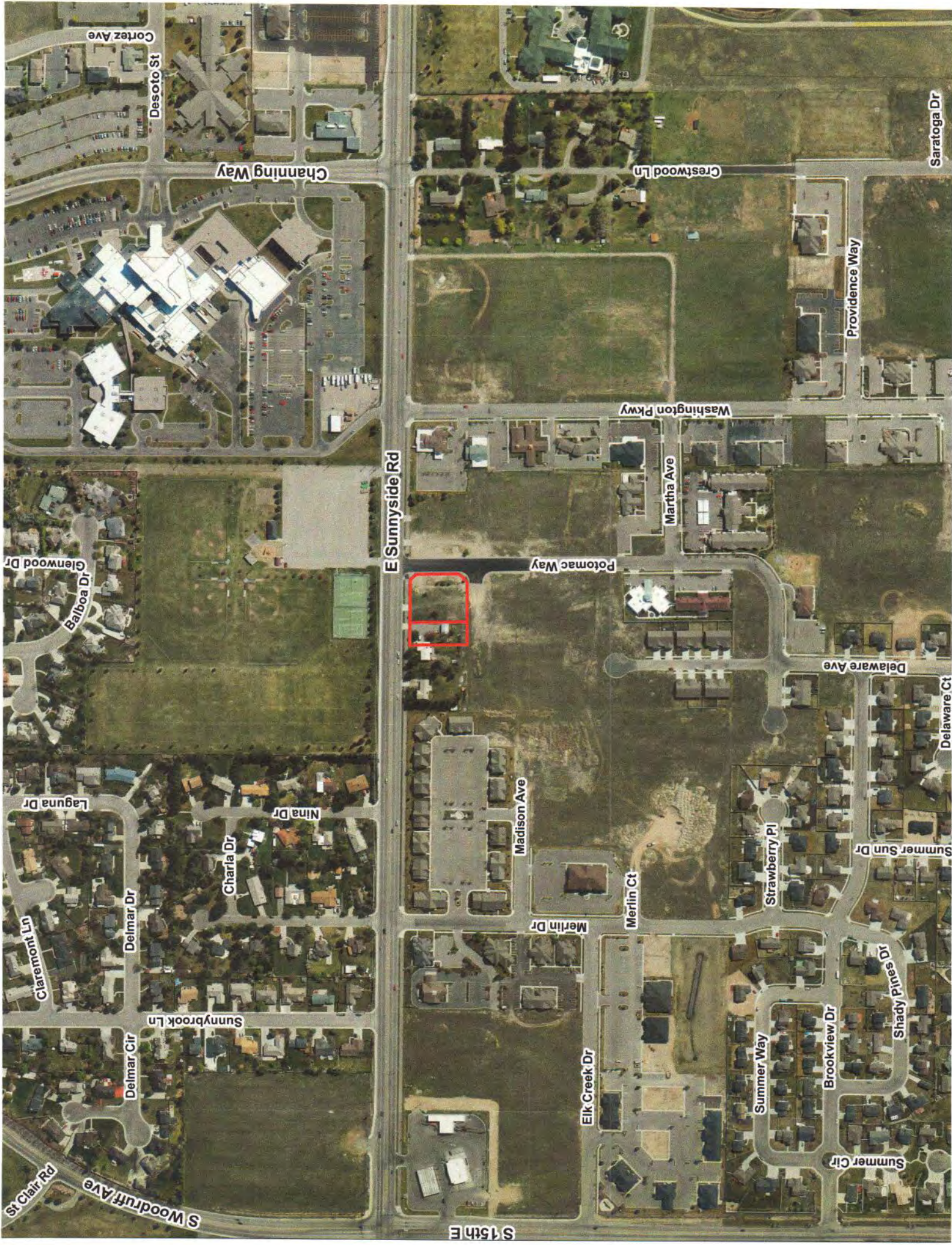
Attached is the application for a Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards, Lot 2, Block 1, Freeman Medical Plaza and Lot 1, Block 18, St. Clair Estates, Div. 13. The Planning and Zoning Commission considered this application at its April 5, 2016 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

Attachments: Vicinity Map
Aerial Photo
Site Plan
Staff Report April 5, 2016
Planning and Zoning Commission minutes April 5, 2016
Reasoned Statement of Relevant Criteria and Standards

Cc: Kathy Hampton, City Clerk
File

IDAHO FALLS





Saratoga Dr

Providence Way

Crestwood Ln

Washington Pkwy

Martha Ave

Potomac Way

Delaware Ave

Delaware Ct

Summer Sun Dr

Strawberry Pl

Shady Pines Dr

Brookview Dr

Summer Cir

Summer Way

Elk Creek Dr

Merlin Dr

Merlin Ct

Madison Ave

E Sunnyside Rd

Channing Way

Desoto St

Cortez Ave

S Woodruff Ave

St Clair Rd

Delmar Cir

Sunnybrook Ln

Delmar Dr

Claremont Ln

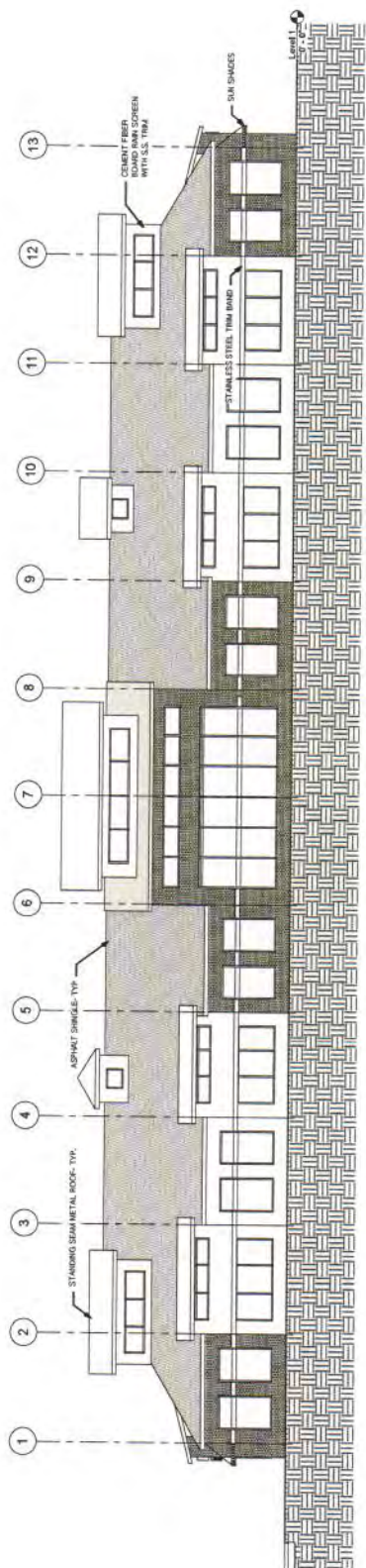
Laguna Dr

Charla Dr

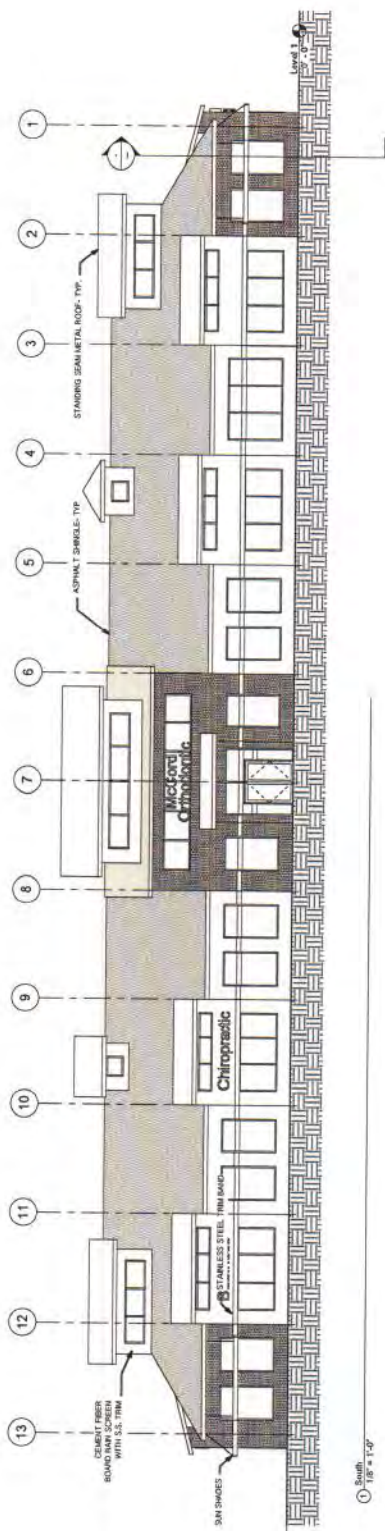
Nina Dr

Balboa Dr

Glenwood Dr



② North
1.8" = 1.0"



① South
1.8" = 1'-0"

DerbyHawk
Project Name
Enter address here

Project Number	Project Number
Date	Issue Date
Order by	Author
Checked by	Checker

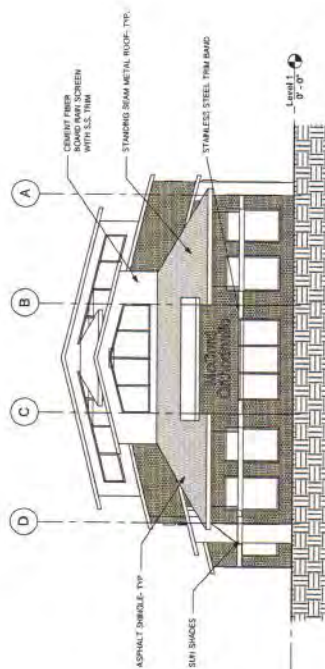
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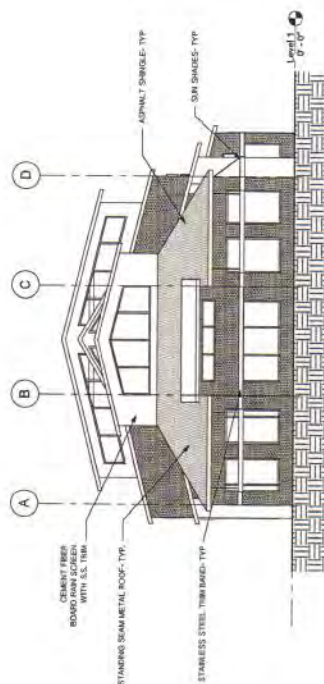


SAGE LEAF GROUP
3104 Hwy 20,
Sando Park, ID 83404
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www.sageleafgroup.com

Schematic Design
ARCHITECT
3104 Hwy 20, Sando Park, ID 83404
T: 208.257.7446
www.sageleafgroup.com



1 Elev
1/8" = 1'-0"



2 Elev
1/8" = 1'-0"

DerbyHawk
Project Name
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Page Number Project Number
Date Issue Date
Author
Reviewer
Checker

Unnamed

A103

IDAHO FALLS PLANNING AND ZONING COMMISSION

STAFF REPORT

Planned Unit Development

Derbyhawk (McCord)

April 5, 2016



Community
Development
Services Department

Applicant: HLE, Inc.

Location: Generally south of Sunnyside Rd., west of Potomac Way, north of Madison Ave., and east of Merlin Dr.

Size: 1.107 acres

Existing Zoning:

Site: P-B/PUD

North: R-1

South: P-B/PUD

East: P-B/PUD

West: P-B

Existing Land Use:

Site: Vacant

North: City Park

South: Commercial

East: Commercial

West: Commercial

Future Land Use Map:

Medical Services Center

Attachments:

1. Maps and aerial photos
2. Development Plan

Requested Action: To **recommend** to the Mayor and City Council approval of the Planned Unit Development for Derbyhawk.

Staff Comments: The property is currently zoned P-B with a PUD overlay on the eastern portion. The PUD was put in place in 2008 to address cross access throughout the development and create a reduced setback. This particular lot does not have a need for a cross access agreement. A PUD for this property was approved in 2014, but not constructed. Since that time the owner acquired an additional lot to the west and redesigned the site and building.

A 10-foot utility easement is present between the two lots, running north and south. In the redesigned site plan the building is proposed to be built over the easement. No utilities are currently within the easement, but the easement will need to be vacated prior to site plan approval for the properties.

Access to the property will come from Madison Avenue on the south. The applicants have requested a reduced setback of 15-feet adjacent to the street. The P-B Zone requires a minimum 20-foot setback. As indicated previously the PUD in this area was originally setup to allow for the reduced setback. A similar reduction has been approved on other PUD in this area.

Existing curb cuts onto Sunnyside Road will be removed as part of the site development as shown in the site plan.

Staff Recommendation: Staff recommends approval of the PUD.

Planned Unit Development Considerations: Criterial from Section 10-3-5(Z) of the Zoning Ordinance.

PUD Standards	Staff Comment
General Objectives and Characteristics: Proposed PUD meets the objectives of permitting a PUD	Objectives met by the proposed PUD include the following: <ol style="list-style-type: none"> 1) Achieving a compatible land use relationship with the surrounding area. 2) Encouraging development of vacant properties with developed areas. 3) Promoting efficient use of land with a more flexible arrangement of buildings and land use. 4) Ensuring appropriate phasing of development and amenities.
Regulations and Uses: Function as an overlay zone, all regulations and uses shall be the same as the underlying zone district unless modified as part of the PUD	The underlying Zone District for this property is P-B. Unless otherwise varied the P-B use and development standards shall govern the project. <u>Varied Development Standards:</u> <ul style="list-style-type: none"> • Reduction of setback adjacent to a street from 20 feet to 15 feet.
Landscaping: All areas within the PUD not covered by buildings, parking spaces, sidewalks or driveways shall be landscaped and maintained.	All non-hard surfaced areas are proposed to be covered by landscaping. The proposed landscaped area will include over two acres. Street trees will be provided along St. Clair as well as the internal drive.

Underlying Zone District Information:

10-3-15 – P-B PROFESSIONAL-BUSINESS OFFICE ZONE

(A) General Objectives and Characteristics. The objective in establishing the P-B Professional-Business Office Zone is to provide for business and professional offices, governmental and cultural facilities and certain other uses of a semi-commercial nature. This Zone is characterized by relatively high traffic volumes and a wide variety of office type buildings. In order to accomplish the objectives and purposes of this Zoning Code and to promote the characteristics of this Zone, the following regulations shall apply in the P-B Office Zone:

(B) Use Requirements. Only the following uses shall be permitted in this Zone:

- (1) Business and professional offices, including incidental storage, but excluding wholesale and retail stores, shops or markets.
- (2) Off-street parking lots constructed in accordance with Required Parking and Loading Area subsection of this Zoning Code, in conjunction with permitted uses.
- (3) Medical and dental clinics.
- (4) Government offices, excluding those where storage of materials or equipment is other than incidental.
- (5) Non-flashing free standing pole signs advertising the services performed within the building, not to exceed two hundred square feet (200 ft²) maximum and not to exceed fifteen feet (15') above grade to top of sign; and wall signs showing the name and address of the building, not to exceed ten percent (10%) of the total area of the building front.

(6) Directional signs not to exceed two square feet (2 ft²); also signs advertising the use of a lot for parking space, provided the signs advertising such use shall not exceed eight square feet (8 ft²), and shall not be constructed to a height greater than four feet (4').

(7) Other uses which have been ruled by the Council to be similar to the uses herein above listed.

(C) Area Requirements. No area requirements, except that which is required for off-street parking and yards.

(D) Width Requirements. The minimum width of any building site for a main building shall be fifty feet (50'), measured at the building setback line.

(E) Location of Building and Structures.

(1) Setback. All buildings shall be set back a minimum distance of twenty feet (20') from any public street, except as herein provided and required under this Zoning Code.

(2) Side Yards. For main buildings there shall be side yards of not less than six feet (6'). Side yard requirements for accessory buildings shall be the same as for main buildings, except no side yard shall be required for accessory buildings which are located more than twelve feet (12') in the rear of the main building.

(3) Rear Yards. There shall be a rear yard of ten feet (10') for all buildings, except as herein provided and required under the provisions of this Zoning Code.

(F) Height Requirements. No building shall be erected to a height greater than two (2) stories. Roofs above the square of the building, chimneys, flagpoles, television antennas and similar structures not used for human occupancy, are excluded in determining height.

(G) Size of Buildings. No requirements.

(H) Lot Coverage and Landscaping.

(1) Maximum Lot Coverage. Lot coverage, including all area under roofs and paved surfaces, including driveways, walks, and parking areas, shall not exceed eighty percent (80%) of the total lot area. The remaining lot area (at least twenty percent (20%) of the total lot area) shall be landscaped. See the Landscaping subsection of this Zoning Code for general landscaping requirements.

(2) Required Buffers. Wherever a development in the P-B Zone adjoins land zoned RP, RP-A, R-1, or RMH, or unincorporated land designated for single family residential use in the City's Comprehensive Plan, a minimum of a ten foot (10') wide landscaped buffer shall be provided. This buffer may be included in the twenty percent (20%) minimum landscaped area required in A. above.

(3) Required Perimeter Landscaping. The required front setback and side yard which faces on a public street shall not be used for parking but shall be landscaped except for permitted driveways. Required landscaping shall include lawn or other ground cover and trees spaced at no less than forty (40) foot centers.

(I) See Supplementary Regulations to Zones.

Public Hearings:

1. ANNEXATION/INITIAL ZONING. (Heritage Park). This item will be recessed to the regular meeting in May. **Wimborne moved to recess the annexation and initial zoning for Heritage Park, to the May meeting of the Idaho Falls Planning Commission, Morrison seconded the motion and it passed unanimously.**

2. PUD 16-003: PLANNED UNIT DEVELOPMENT. Derbyhawk. McLane presented the Staff Report, a part of the record. Wimborne asked if the reduced set back would be on the Sunnyside street portion and not the rest. McLane clarified that they are asking for a reduced set back on all sides of the PUD, not just the side that faces Sunnyside. Swaney confirmed that the PUD will meet all of the landscaping percentage requirements even with the reduced setback. Black asked if there is a reduced setback for the medical office being built to the west. McLane indicated it is not a PUD, it just has the PB zone set back. Dixon asked if there is a need for cross access with the property to the west. McLane indicated that there is no need for cross access as this is a single lot with street frontage and plenty of fire access for this lot. Black confirmed that the PUD that was approved prior on this lot referenced a cross access agreement, and that cross access is not needed. Black asked what the reason for the reduced set back. McLane indicated that the building will be developed closer to the street front (Sunnyside) with parking in the back.

Dixon opened the public hearing.

Applicant:

Blake Jolley, 1150 Hollipark, Idaho Falls, Idaho. Jolley indicated that the reduced set back will match the other buildings that have built along Sunnyside to the east.

No one appeared in support or opposition of the application.

Dixon closed the public hearing.

Swaney indicated that the project meets all of the requirements with the exception of the setback, but the setback is consistent with the other properties in the area. Black indicated that as a technicality, just because a PUD was previously approved, does not mean that the PUD will continue to be approved as it changes and is brought to the Planning Commission, just as if a preliminary plat had previously been approved, does not mean that it will be approved when it is brought before the Planning Commission again.

Wimborne moved to recommend to the Mayor and City Council approval of the Planned Unit Development for Derbyhawk, Morrison seconded the motion and it passed unanimously.

Business:

1. PLAT 6-008: FINAL PLAT. Waters Park Addition Division 1. McLane presented the staff report, a part of the record. Dixon clarified that the road is not a public right of way, it is a private drive to get to the property on the back. McLane indicated that the access point will be on the north with an in and out parking lot. Dixon asked if there is a required frontage for a lot. Black asked and McLane confirmed that there will be a requirement for curb and gutter. McLane indicated that if the building were removed there would be discussion as to where the curb and

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

PLANNED UNIT DEVELOPMENT FOR DERBYHAWK LOCATED GENERALLY SOUTH OF SUNNYSIDE RD., WEST OF POTOMAC WAY, NORTH OF MADISON AVE., AND EAST OF MERLIN DR.

WHEREAS, the applicant filed an application for a Planned Unit Development on February 24, 2016; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on April 5, 2016; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on May 12, 2016 and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 1.107 acre parcel located generally south of Sunnyside Rd., west of Potomac Way, north of Madison Ave., and east of Merlin Dr.
3. The property is currently zoned P-B with a PUD on the eastern portion.
4. The development is proposed to be completed in one phase including the landscaping.
5. The PUD complies with the requirements of the Zoning Ordinance of the City of Idaho Falls.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the PUD for Derbyhawk.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2016

Rebecca L. Noah Casper, Mayor