



## NOTICE OF PUBLIC MEETING

Monday, March 20, 2017

CITY COUNCIL CHAMBERS

680 Park Avenue

Idaho Falls, ID 83402

3:00 p.m.

*The public is invited to attend. This meeting may be cancelled or recessed to a later time in accordance with law. If you need communication aids or services or other physical accommodations to participate or access this meeting or program of the City of Idaho Falls, you may contact City Clerk Kathy Hampton at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 as soon as possible and they will accommodate your needs.*

### SPECIAL MEETING (Council Work Session)

Call to Order and Roll Call

Mayor and Council:

- Acceptance and/or Receipt of Minutes
- City Council Reports (10)
- Mayor's Report, Calendar and Announcements (15)

Community Development Services:

- Planning and Zoning Commission Public Hearing Report and Short-term Rental Ordinance Update (20)

Report:

- Economic Development Report (20)

Parks and Recreation:

- Community Gardens Agreement Discussion (10)

Police Department:

- Off-Duty Employment Follow-up Discussion (15)

Human Resources:

- Civil Service Rescission Discussion (30)


Presentation:

- Civic Auditorium Committee Presentation (45)

Municipal Services:

- Bonneville County Fiber Payment Discussion (30)

DATED this 17<sup>th</sup> day of March, 2017

  
Kathy Hampton  
City Clerk



## MEMORANDUM

**TO:** Honorable Mayor and Council

**FROM:** Brad Cramer, Director *BC*

**DATE:** March 8, 2017

**RE:** March 7, 2017, Planning Commission Action

BGC-021-17

Planning Commission took the following action during the March 7, 2017 meeting.

1. **PLAT17-004: FINAL PLAT. Westgate Addition Div. No. 1 First Amended.** Located generally south of Storer St., west of Hansen Ave., north of W Broadway and east of Coachman Dr. Approved as presented.
2. **PLAT17-005: FINAL PLAT. Intermountain Business and Technology Park Div. No. 9.** Generally south of Technology Dr., west of N Holmes Ave., north of E Anderson St., and east of N Boulevard. Approved as presented.
1. **RZON17-002: REZONE. Zoning Ordinance Amendment Addressing Short Term Rentals.** Specifically Sections 10-3-3 Definitions; Section 10-3-5 Supplementary Regulations; and Section 10-3-8- Residence Park Zone. Approved with modifications.

RECOMMENDED COUNCIL ACTION: To receive recommendation(s) from the Planning and Zoning Commission pursuant to the Local Land Use Planning Act (LLUPA).

BGC/dp

cc: File

IDAHO FALLS POLICE DEPARTMENT  
Traffic Safety Committee Meeting Minutes  
**Tuesday October 11, 2016**

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**VOTING MEMBERS IN ATTENDANCE:**

Chairman Capt. Clements, IFPD; DaNiel Jose Bonneville Metropolitan Planning Organization; Nolan Taylor INL Transportation Safety; Bruce Scholes Electric Department; Ralph Frost, School District 91; Bruce Lawrence, Engineering; Kent Fugal, Engineering; Rick McMullen Citizen Member at Large; Of these voting members, the Chairman only votes to break a tie vote.

**NON-VOTING MEMBERS IN ATTENDANCE:**

Lori Posey, IFPD Training Coordinator

**Old Business:**

August 9, 2016 minutes reviewed and approved with a unanimous motion.

**New Business:**

**Item #1:** Possible installation of a Stop sign on Constellation Drive.

Jenessa Lane intersects with Constellation Drive. One of the residents (Mrs. Erhart) has called in to complain that the public use Constellation Drive as a short cut to avoid the light on Old Butte Road and W. Broadway St. Mrs. Erhart is requesting that a stop sign be put in facing north. Mrs. Erhart has been told that the property doesn't meet the guidelines to put in a stop sign and that it will not be effective in that area. In addition, the location is private property, because of this if a stop sign were installed the police would not be able to enforce it. Mrs. Erhart also complained that the TRPTA buses use the road to service the assisted living residents in the area. If the street is closed the TRPTA buses would not stop at the assisted living facilities and that would affect the residents.

After open discussion it was decided that since the property is a private development there is nothing the city can do. Captain Clements will contact Mrs. Erhart to reaffirm what she has already been told. No motion necessary.

**Item #2:**

DaNiel met with the City of Ammon and talked about doing some public awareness and perhaps increase patrols in some areas where people are not stopping at crosswalks. Royce commented that the crosswalks are very marked. Royce said he will address the this when he meets with the City Council.

Meeting adjourned October 11, 2016

**DISTRIBUTION (via e-mail):**

**MEMBERS:**

**Voting Members:**

Chairman: Captain Royce Clements, I.F.P.D.  
Rick McMullen, Citizen Member at Large  
Ralph Frost, School District 91  
Ben Burke, ITD  
Bruce Lawrence, Engineering  
Kent Fugal, Engineering  
Nolan Taylor, INL Transportation Safety  
Bruce Scholes, Electric Department  
DaNiel Jose, BMPO

**Non-voting Members:**

Sergeant Alan Bowers, I.F.P.D.  
Council Member Marohn  
Council Member Ziel- Dingman

**COPY TO:**

Mayor Casper  
Kathy Hampton, City Clerk  
Jackie Flowers, I.F. Power  
Chris Fredericksen, Public Works





**Civic Auditorium Committee Meeting Minutes**  
**Wednesday, February 22, 2017**

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The Civic Auditorium Committee of the City of Idaho Falls met in a regular committee meeting, Wednesday, February 22, 2017, at the Municipal Services Director's Office, located at 308 Constitution Way, Room 200, in Idaho Falls, Idaho at 1:30 p.m.

**In Attendance:**

Chandra Witt, General Services Administrator  
Arthur Kull, Civic Auditorium Committee Member  
Anne Staton-Voilleque, Civic Auditorium Committee Member  
Carrie Scheid, Civic Auditorium Committee Member  
Bonnee Taggart, Civic Auditorium Committee Member  
Deidre Warden, Civic Auditorium Committee Member  
Brandi Newton, Executive Director IF Arts Council  
Ed Morgan, Civic Auditorium Manager  
Stephanie Walker, General Services Office Assistant

**Absent:**

Pam Alexander, Municipal Services Director  
Councilmember Ed Marohn

The meeting was called to order by Arthur Kull at 1:35 p.m.

**Review of Meeting Minutes from Wednesday, February 01, 2017:**

- After review by the Civic Auditorium Committee, a motion was made and seconded, for the approval of the meeting minutes from Wednesday, February 01, 2017, without any changes or additions.

**Review of Fees and Rates for the Civic Auditorium:**

- The committee reviewed the current fees and rates for the Civic and discussed in detail and recommended new fees and rates that will be presented to the City Council at the council session on March 20, 2017.

**Mission Statement Discussion:**

- There was a brief discussion by the committee about the need to come up with a mission statement so that it can be incorporated into the presentation to the City Council. As time was limited, it was decided to continue the discussion at the next meeting.



**Civic Auditorium Committee Meeting Minutes**  
**Wednesday, February 22, 2017**

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**Benchmarking Discussion:**

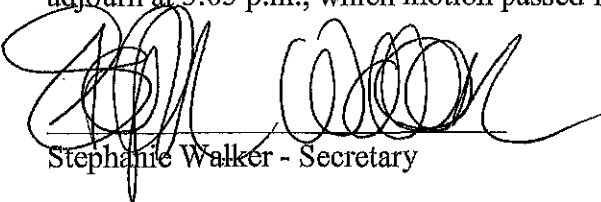
- The benchmarking for the venues were discussed again. The financials for the Perry Egyptian Theater are just not adding up. It was decided that Ed Morgan would contact the Perry Egyptian Theater to try and get better financials for them as the financials obtained from the website do not appear to be correct.
- Carrie Scheid took Greeley's financials and broke them down so that they were more understandable to be able to plug into the benchmark financial summary that will be presented to the City Council.
- Chandra discussed with the Committee what the MERF Depreciation line was on the Civic's budget. This amount goes into a building repair fund in the event any major repairs are needed.

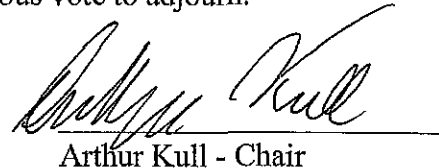
**Meeting Dates:**

- The committee decided they needed to meet sooner than two (2) weeks as some of the members would be out of town so it was decided to have a meeting the following week on March 1, 2017.
- A rehearsal date to go over the presentation to the City Council is scheduled for Wednesday, March 15, 2017 at 1:30 pm in the Council Chambers

The next meeting will be held on Wednesday, March 01, 2017 at 1:30 p.m. in the Municipal Services Director's Office in City Hall, Second Floor.

It was moved by Arthur Kull, Chair and seconded by committee members, that the meeting adjourn at 3:05 p.m., which motion passed following a unanimous vote to adjourn.

  
Stephanie Walker - Secretary

  
Arthur Kull - Chair

**Idaho Falls Sister Cities Youth Meeting  
March 1, 2017**

**Attendees:**

Cameron Archer	Jackie Corbridge	Katriece Jacobson	Jacobi Retallic
Jenna Bauer	Tate Corbridge	Gabe Padron	Whitney St. Michel
Karen Bauer	Brennan Corbridge	Kendra Peck	Ian St. Michel
Melinda Cebull	Mario Estrada	Nathan Peck	Anna St. Michel
Peter Cebull	Mario Estrada 2	Dallin Peck	Rebecca Smith
Nicholas Cebull	Karen Finnigan	Laurie Retallic	Stephanie Van Ausdeln

**Business Section of the Meeting**

**Minutes:**

Rebecca Smith asked to take out a portion of the minutes that said something would be added later. Karen Finnigan suggested in future minutes to include the name of the student who presented the topic along with the information about the topic presented. A motion to approve the minutes from the February 13th meeting with the noted change was made by Rebecca Smith and seconded by Mario Estrada 2. A motion to approve the February 22<sup>nd</sup> board meeting was made by Kendra Peck and seconded by Peter Cebull.

**Treasurer's Report:**

Peter provided the treasurer's report.

Balance: \$5,115.67

Income: \$50 membership fees, \$495 Paramount Fundraiser

Dividends: \$ 0.14

**Proposed Budget:** The proposed budget was discussed briefly at the board meeting. Dave Eaton was going to make some adjustments and bring it to the meeting. Dave was unable to attend the meeting so we will discuss this at the next meeting. **Dave will prepare the budget for discussion at the next meeting.**

**Fundraisers:**

**Raffle/Dinner:**

- Please get raffle items to Karen Finnigan as soon as possible. (520-2882 – 3062 Tipperary Lane)
- Rebecca Smith said she has the boxes to collect raffle tickets.
- Mario will take care of posting the pictures of raffle baskets on the website.
- Melinda will get the website information and group email to Mario
- Karen and Whitney will put together baskets next week and Karen will take pictures of the baskets and get them to Mario.

**Paramount Discount Cards:** The discount card sales went well. Whitney asked if we want to schedule another date. The group decided to schedule sales for 3/11. **Whitney will schedule the fundraiser and send an email with times for people to sign-up to sell discount cards.**

**Garage Sale:** We will try to figure out where and when we want to have the garage sale so we can provide the information for the person writing the newsletter article. **Melinda will check with Kendra and Wendy to see who wants to coordinate the garage sale**, and we will try to figure out the date of the Shamrock Park sale.

**City Funds:** **Dave and Katie Eaton are working on a funding request letter for the city.** A member asked if the request has been sent. We need to check with Dave and Katie to see if it is done.

**Discussion of Bylaws:** The board has completed the bylaw review. The bylaw changes were emailed to the group. Members were asked to take a careful look at the sections relating to requirements for going to Japan and the student officer requirement. Members should review the suggested changes and provide any ideas they have to the board. The bylaws must be approved by 2/3 of the group.

**Hosting Discussion:** The Japanese have asked if they could visit from August 17<sup>th</sup> to the 28<sup>th</sup> so they could be here for the solar eclipse. The Idaho Falls schools start August 30<sup>th</sup> and it could be more difficult to find host families this close to the start of school. The eclipse viewing is expected to bring in large crowds, and we are not sure if we will have problems reserving buses and places for group gatherings. It was decided **Whitney should check to see if buses would be available around the time of the eclipse. If we are able to reserve buses, Whitney will check with the Japanese to see if they could come earlier for example August 11<sup>th</sup> to the 22<sup>nd</sup> or 23<sup>rd</sup>.**

### **Student Section of the Meeting**

We went around the room and introduced ourselves, the names are all on the roll.

Newsletter updates

Tate- Friendship Garden  
Gabe- Dates and itinerary  
Nicholas- Food in Japan  
Open slot- Hosting (new article)

We watched a portion of a Lion King youtube song with english and romaji.

We also voted whether we wanted Aladdin (A Whole New World) or Lion King (we are one).

Aladdin:6

Lion King:4

Dallin taught Head Shoulders Knees and Toes.

Head: Atama; Shoulders: Kata; Knees: Hiza; Toes(foot): Ashi; Eyes: Me; Ears: Mimi; Mouth: Kuchi; Nose: Hana

White Day (Mario)

- Men give women chocolate
- Stores stock shelves half a month prior to White day
- Valentine's day February 14
- White day March 14

Jacobi signed up for a holiday in April

Katriece would like to do a language lesson Mario will cover for next meeting

Motion to adjourn was made by Rebecca Smith and seconded by Jacobi Retallic.

## Zoning Ordinance Revisions for Short Term Rentals

### 10-3-3:DEFINITIONS

BED AND BREAKFAST: A building which has no more than eight (8) sleeping rooms for guests to stay of less than thirty (30) days. “Bed and breakfast” shall not include boarding house/lodging house/rooming house, lodging facility, group dwelling unit or short term rental as defined by this Zoning Code.

~~BOARDING HOUSE: A building containing not more than one (1) kitchen, where meals are provided for compensation on a daily, weekly, or monthly basis, excluding all motels, hotels or restaurants.~~

GUEST: A person staying or receiving services at a ~~hotel, motel~~ lodging facility, boarding house, rooming house, ~~or~~ rest home, bed and breakfast or short term rental, or similar use for compensation.

~~HOTEL: Any building used, rented, or hired out to be occupied on a daily or weekly basis for sleeping purposes by guests.~~

LODGING FACILITY: A building that is designed for or is occupied by guests for a stay of less than thirty (30) days. Physical features of a lodging facility generally include sleeping rooms, sanitary facilities, and a registration/lobby area for guests. Hotels, inns, and motels, as defined by this Zoning Code, are lodging facilities. Bed and breakfasts, recreation vehicle parks, and short term rentals, as defined by this Zoning Code, are not lodging facilities.

BOARDING HOUSE/LODGING HOUSE/ROOMING HOUSE: A building other than a hotel, tourist home or motel lodging facility or bed and breakfast where meals or sleeping accommodations are provided for compensation for thirty (30) days or more.

SHORT TERM RENTAL: Any dwelling unit or portion thereof that is offered for a fee to guests for a stay of less than thirty (30) days.

### 10-3-5: EFFECTS OF SUPPLEMENTARY REGULATIONS

#### Short-term rental

1. Allowed in all zones where residential uses are also allowed. No short-term rental shall be located within an accessory structure where the accessory structure has not been specifically designed for human habitation or located within a recreational vehicle or travel trailer, except when located in an approved travel trailer court.
2. No short term rental shall be operated in a manner that causes the premises where the short term rental is located to deviate from its residential character.
3. A short term rental shall not be occupied by more than one (1) guest party at a time.

### Section 10-3-8 RP – Residence Park Zone

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(B) Use Requirements.

The following uses shall be permitted in the RP Zone:

(1) One (1) family dwelling and the following accessory buildings and structures:

(a) Private garage and/or carport for the storage of automobiles owned by persons residing on the premises.

(b) Greenhouses for private use only.

(c) Private swimming pools.

(d) Pergolas and arbors.

(2) Gardening, for private use only.

(3) Fences, walls, and hedges.

(4) Customary household pets, including, but not limited to, cats, dogs, and canaries, but not including the breeding of dogs and cats for sale.

(5) Homes for mentally and/or physically handicapped, as provided in the Idaho Local Land Use Planning Act.

(6) Short Term Rental, with limitations.



**LEASE AGREEMENT BETWEEN THE CITY OF IDAHO FALLS AND THE  
IDAHO FALLS COMMUNITY GARDENS ASSOCIATION**

THIS LEASE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO, AND IDAHO FALLS COMMUNITY GARDENS ASSOCIATION (hereinafter "Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 ("effective date"), by and between the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, ( hereinafter "CITY") and Idaho Falls Community Gardens Association, an Idaho Nonprofit Corporation, whose address is 6643 S. Limousin Ave., Idaho Falls, Idaho 83404 (hereinafter "IFCGA").

WHEREAS, the City of Idaho Falls has City-owned land that can be made available for gardening without disrupting or changing plans for other City properties; and

WHEREAS, the City wishes to promote a healthy lifestyle; and

WHEREAS, the City has enjoyed a cordial and mutually beneficial relationship with community gardeners for many years; and

WHEREAS, gardening can enhance the lives of community members by setting aside gardening space for use by those who live in apartments or do not have sufficient space or available water to successfully harvest from a garden; and

WHEREAS, learning to garden can be the source of lifelong learning and enjoyment; and

WHEREAS, some gardeners grow crops beyond their own personal needs and such overage can be redistributed to others; and

WHEREAS, gardening is generally and environmentally friendly; and

WHEREAS, organic growing methods may be successfully promoted by a community gardening system; and

WHEREAS, the City wishes to encourage community gardens by entering into agreements with responsible gardening associations; and

WHEREAS, the City believes the Idaho Falls Community Gardens Association to be an association with a long-term commitment to education and enjoyment relative to responsible, sustainable, and consistent gardening practices.

**W I T N E S S E T H:**

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **PREMISES.** CITY hereby leases to IFCGA to use in accordance with the

provisions of this Agreement, all of the following described real property located in the County of Bonneville, State of Idaho, and shown in the map included as Attachment "A" to this Agreement and incorporated herein (hereinafter "Premises") to-wit:

- a. West Side Garden, 2164 Foote Drive
- b. East Side Garden, 805 Tyra Drive

2. TERM. The term of this Agreement shall commence on January 31, 2017, and shall terminate on December 31, 2021. Provided IFCGA shall have an option to renew this Agreement, upon the same terms and conditions herein, for one additional five- (5) year term, ending December 31, 2026. Such option shall be exercised by delivering a written notice of Lessee's intent to exercise such option at least ninety (90) days prior to the expiration of the extended term, or additional option term, as the case may be, in accordance with the provisions of this Agreement.

3. PURPOSE OF AGREEMENT. The uses granted herein are given solely for the purpose of allowing IFCGA to use the premises as organic community gardens operating under the rules and policies of the IFCGA. IFCGA shall not conduct, transact, or permit to be conducted transacted any other business or activity of any kind upon the Premises without the prior express approval of CITY in writing.

4. SAFETY PRECAUTIONS. IFCGA shall have full and complete responsibility for the safety and welfare of all participants, spectators, invitees, or other persons upon the Premises during the term of this Agreement for the Premises. IFCGA will take all reasonable and proper precautions for the health, safety, and protection of all persons using or coming upon the Premises during the term of IFCGA Agreement. IFCGA further agrees that it will not cause or allow any condition which will create an unreasonable risk of harm or injury to person or property upon the Premises.

5. MAINTENANCE. IFCGA will keep and maintain the Premises in a good state of repair throughout the term of this Agreement and will not cause or permit any waste or destruction of the Premises. IFCGA shall reasonably control and prevent the growth of weeds on the premises and will comply with all statutes, ordinances, or regulations relating to the control or eradication of weeds on said premises or on the roads adjacent thereto. IFCGA shall manage all composting, storage, and related operations in a manner that minimizes smell, unsightliness and nuisance.

6. IMPROVEMENTS. IFCGA may construct improvements (such as pathways, irrigation systems, sheds and other similar permanent or semi-permanent projects and structures) to the Premises reasonably necessary to facilitate IFCGA use of the Premises for the purposes set forth herein, provided that IFCGA shall first obtain the express approval of CITY in writing. Prior to the commencement of such construction, IFCGA will provide copies of plans and specifications for such improvements to CITY for its review and approval in writing, provided, however, that such approval shall not be deemed as an approval of the adequacy of such plans for public safety purposes. All construction shall be in accordance with applicable building, fire, health, and sanitation codes or other local ordinances, regulations, or statutes.

7. RENT. IFCGA agrees to pay as rent for lease of the Premises, twelve dollars (\$12) per year per site (as shown in a site plan approved by CITY annually), payable annually, in advance, commencing on the effective date of this Agreement.

8. INSURANCE AND INDEMNIFICATION. IFCGA shall procure and maintain throughout the term hereof public liability insurance having a single limit of not less than five hundred thousand (\$500,000), together with an endorsement naming CITY as an additional insured hereon. Such insurance policy shall further provide that the policy may not be terminated except upon thirty (30) days advance notice in writing to CITY. IFCGA shall provide CITY with a certificate of insurance evidencing such insurance within thirty (30) days from the date hereof, and shall maintain such certificates at all times subsequent thereto. IFCGA further agrees to defend, indemnify and hold CITY harmless from any and all claims, actions, or demands arising from any act or omission by IFCGA or its members, employees, or agents, arising from or related to the use of the Premises pursuant hereto.

9. RIGHT OF ENTRY. CITY shall have the right to enter the Premises at all reasonable times in order to examine the same and to determine the condition of the premises and its functions under the term of this Agreement.

10. IFCGA RECORDS. IFCGA agrees to keep and maintain adequate minutes of meetings, votes, fees charged and collected for use of Premises, and records of other operations related to the use and function of the Premises during the term of this Agreement, in accordance with generally accepted accounting principles and rules of parliamentary procedure. Such records shall be made available to CITY to inspect and copy during normal business hours, upon request of CITY.

11. REPORT TO CITY. Upon request, IFCGA shall report to CITY its operations, including usage rates, rental space, fees charged, and similar operational and factual data in support of IFCGA activities at and related to the Premises.

12. COMPLIANCE WITH LAWS. IFCGA agrees to comply with all ordinances, laws, statutes, or regulations applicable with respect to the use of the Premises and facilities, including, but not limited to, public nuisance. IFCGA shall have the sole responsibility of obtaining all licenses, permits or other approvals with respect to its use of the Premises or the construction of any improvements upon the Premises.

13. TERMINATION FOR PUBLIC USE. This Agreement may be terminated by CITY at any time and without cost or penalty if CITY, in its sole judgment, determines that any or all of the Premises is needed for public use or the public good. In the event of such termination, IFCGA shall be given ninety (90) days prior written notice of such termination.

14. UTILITIES. IFCGA shall pay all monthly service charges, if any, for any sewer, solid waste removal, water, and electrical services for the Premises. CITY will

have no obligation to construct, provide or maintain septic tanks, drain fields or other facilities, or to install any water lines, fixtures, or appurtenances.

15. TERMINATION BY CITY. This Agreement may be terminated by the City upon a happening of any of the following events:

- a. Failure of IFCGA to pay the whole or any part of the rent, charges, or fees set forth herein as the same are due.
- b. The making by IFCGA of an assignment for benefit of creditors or the filing of a petition in bankruptcy by or against IFCGA.
- c. Violation by IFCGA of any law, regulation, ordinance, or statute during the course of its use of the premises, provided CITY shall first give IFCGA notice of such violation and a reasonable opportunity to correct such violation.
- d. The abandonment of the premises or any substantial portion thereof.
- e. Default in the performance of any other covenant or condition set forth herein and failure to remedy such default within thirty (30) days after written notice of such default has been delivered to IFCGA.

16. FIXTURES, IMPROVEMENTS AND RELATED INSURANCE. All fixtures or improvements permanently installed upon the Premises by or at the direction of IFCGA (such as pathways, irrigation systems, sheds and other similar permanent or semi-permanent projects and structures) shall become the property of the CITY upon the termination or expiration of this Agreement. Structures, such as sheds, composters, etc., that are not on a permanent slab or foundation, shall not be considered fixtures for purposes of this Agreement. IFCGA shall procure and maintain property damage insurance for the full fair market value of all fixtures or improvements located upon the premises. Such insurance policy shall include a provision requiring written notice be given to CITY not less than thirty (30) days prior to any termination thereof.

17. ASSIGNMENT. Except as otherwise expressly provided herein, neither this Agreement nor any of the rights or privileges arising therefrom shall be assigned, sold, conveyed, or subleased to any other person or entity without the express written consent of the CITY, which consent shall not be unreasonably withheld. IFCGA shall not cause or permit any lien, encumbrance or claim to be made or filed against the Premises or the fixtures or improvements thereon. Notwithstanding the foregoing, any consent by the CITY pursuant hereto shall not be construed as a waiver or release of IFCGA from the full and complete performance of the covenants and obligations set forth herein, nor as any agreement or acknowledgment of any obligation or intent to assume or pay any lien, encumbrance or claim.

18. COMPLIANCE WITH ENVIRONMENTAL LAWS. From the beginning of this Agreement and thereafter while IFCGA is using or in control of the demised premises, IFCGA agrees that it will not treat, store, manufacture, dispose, use, or allow the use of any "hazardous substance" upon the premises, as such term is defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", 42 U.S.C. § 9601, et seq.), the Clean Water Act ("CWA", 33 U.S.C. § 1251, et seq.), the Toxic Substances Control Act ("TSCA", 15 U.S.C. § 7401, et seq.), the Resource Conservation and Recovery Act of 1976 ("RCRA", 42 U.S.C. § 6901, et

seq.), the Idaho Environmental Protection and Health Act of 1972 ("IEPHA", Title 39, Chapter 1, Idaho Code), the Idaho Hazardous Waste Management Act of 1983 ("IHWMA", Title 39, Chapter 44, Idaho Code) or any other similar state or federal law or regulation regulating the use, storage, transport or manufacture of a hazardous substance, without first sending written notice of such intended use to CITY at least sixty (60) days prior to the commencement of such use. Such notice shall specifically describe the hazardous substance involved, the reason for such use and all methods, precautions, and procedures to be employed by IFCGA to ensure such hazardous substance is not released into the environment. IFCGA also agrees to strictly comply with all terms and provisions of such acts, statutes, and laws, and any other similar environmental law or any rule or regulations, enacted, or promulgated after the date hereof, and to design and construct all facilities in a manner which reasonably ensures hazardous substances will not be released into the environment.

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

In the event IFCGA gives notice of its intent to use such hazardous substances, CITY may require that IFCGA annually submit a written site assessment and environmental audit to CITY, in scope, form, and substance satisfactory to CITY, and prepared by an independent, competent, and qualified licensed engineer showing that the engineer has conducted an environmental audit of the premises, consistent with good commercial and customary practice and certifying that no evidence or indication came to light which would suggest there has been a release of hazardous substances on the demised premises, which would necessitate an environmental response action by the United States government or the State of Idaho, or any agency thereof, and further certifying that IFCGA use of the premises and the condition of the premises, complies with and does not deviate from all applicable environmental statutes, laws, ordinances, rules, and regulations, including any licenses, permits or certificates required thereunder. In the event any environmental response action is initiated by any federal or state agency charged with the enforcement of such environmental laws and regulations, CITY may require such environmental audit and inquiry be conducted more frequently than annually and as frequently as necessary to ensure IFCGA compliance with the terms and provisions hereof. In the event any environmental response action is initiated or taken by any state or federal regulatory agency, CITY may require IFCGA to post and deliver a performance bond or policy of insurance indemnifying and holding CITY harmless from any and all reasonably foreseeable costs, penalties, fines or response costs of any kind which may be assessed by such agency on account of IFCGA failure to comply with the provisions of such environmental laws and regulations, as a condition for IFCGA continued use of the premises pending determination by a court of law of IFCGA compliance with such statutes.

In the event of IFCGA failure to strictly comply with the terms and provisions of said statutes or laws, CITY may immediately and without prior notice enter upon the premises and take such response action as reasonably necessary to bring the property into compliance with such laws and comply with any response action taken by any agency

charged with the enforcement thereof. In such event, all costs, expenses and consultants' fees incurred by CITY shall be promptly and immediately paid by IFCGA, and together with interest at a rate of twelve percent (12%) per annum until paid, from the date such costs were incurred by CITY.

In the event IFCGA has used, stored or transported a hazardous substance upon the premises, CITY may, at the termination of this Agreement, perform an environmental audit of such scope and extent determined necessary by CITY, in order to determine IFCGA compliance with the terms and provisions of this Section. Such audit shall be performed at the sole expense of IFCGA.

IFCGA agrees to indemnify and save CITY harmless from any and all damages, remedial orders, judgments, decrees, costs and expenses, including but not limited to attorneys' fees, consultants' fees, clean-up costs, removal, and response costs arising from IFCGA failure to strictly comply with the terms and provisions of this section. The terms and provisions of this Section shall survive the termination of the Agreement and shall remain in effect for the full period of any statute of limitations with respect to the enforcement of such environmental laws and regulations, or the terms and conditions of the Agreement, whichever is longer.

19. NOTICES. All notices required or permitted to be given pursuant to the terms hereof shall be deemed to have been delivered upon deposit in the United States mail, postage prepaid, certified mail, return receipt requested at the following address, or such other address which may be delivered in writing to the receiving party:

City of Idaho Falls  
P.O. Box 50220  
Idaho Falls, ID 83405

IFCGA  
c/o 6643 S. Limousin Ave.  
Idaho Falls, ID 83404

20. ATTORNEY'S FEES. In the event of any breach or default in the performance of the covenants, obligations and conditions set forth herein by either party, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in enforcing the terms and provisions hereof.

21. 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.

22. NON-DISCRIMINATION. IFCGA shall not discriminate against any member or applicant for membership on the basis of race, color, religion, creed, political ideals, sex, age, marital status, sexual orientation, gender identity/expression, physical or mental handicap, or national origin.

23. COMPLETE AGREEMENT. This writing shall constitute the complete and entire agreement of the parties on the subject matter and all other previous agreements, representations, negotiations or statements not expressly set forth herein shall be of no force or effect. This Agreement shall not be modified except in a writing signed by both



of the parties hereto.

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

“IFCGA”  
Idaho Falls Community Garden Association

“CITY”  
City of Idaho Falls, Idaho

By \_\_\_\_\_  
Kristi Appelhans, President

By \_\_\_\_\_  
Rebecca L. Noah Casper, Mayor

“IFCGA”  
Idaho Falls Community Garden Association

ATTEST:

By \_\_\_\_\_  
Tony Appelhans

By \_\_\_\_\_  
Kathy Hampton, City Clerk

STATE OF IDAHO            )  
  ) ss.  
County of Bonneville        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said City.

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

(Seal)

\_\_\_\_\_  
Notary Public of Idaho  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a notary public, in and for said State, personally appeared Tony Appelkans, whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same.

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 \_\_\_\_\_, 2017, before me, the undersigned, a notary public, in and for said State, personally appeared Kristi Appelkans, whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same.

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)

## EXHIBIT "A"

### West Side Garden

2164 Foote Dr.



### East Side Garden

805 Tyra Dr.





## MEMORANDUM

**TO:** Rebecca Casper, Mayor  
**FROM:** Mark McBride, Chief of Police  
**DATE:** 17 March 2017  
**RE:** Council Work Session Agenda/Police Department Off-Duty Employment

The Police Department respectfully requests that the revised Off-Duty Employment and Extra-Duty Employment draft policies be placed on the 20 March 2017, Council Work Session Agenda for discussion.

These policies have been revised to reflect conversation from and since the previous work session.

### *Edits and Changes:*

#### **2-10**

2-10 now focuses on Extra-Duty Assignment for Extra-Duty Customers.

The insurance requirement for the company or entity served was removed. This duty is not different than what the IFPD provides daily when officers are on duty. The City is covered by ICRMP for on duty police problems. 2-10-03.A.3

Because of that change, the indemnification paragraph is no longer necessary.

#### **3-19**

3-19 is changed from secondary employment to "Off-Duty" employment to make it different from extra duty assignment.

It has reference to self-employment, partnership off-duty work, and non-law enforcement related off-duty employment. 3-19-03.B

The language to obtain approval by the Chief of Police has been modified to confirm that the employment is within IFPD policy. 3-19-04.A.1

Language has been added to allow off-duty employment that does not interfere with the officer's on-duty assignment or recovery. 3-19-04.A.7



The language about maximum week and day off-duty work has been modified. This is now a hybrid between the limits recommended by International Association of Chiefs of Police (IACP) and used by Meridian and Boise's off-duty policy. Establishing a policy based upon national standards helps avoid liability. 3-19.04.A.8

The policy now allows the Chief to allow specific exceptions to the prohibition of the use of City property (because it is very difficult to anticipate every situation). 3-19.04.A.9

The use of City equipment policy was changed to preserve the uses of police vehicle uses by including references to current City programs. 3-19.04.A.9

The requirement of disclosure of private financial records was removed. Problems can be dealt with as they arise, through IA, Garrity warnings, personnel actions, or probable cause/warrant tools. 3-19.04.A.13

**WORK SESSION PURPOSE:** to discuss Off-Duty and Extra Duty Employment draft policies related to reducing liability exposure to the City.

Approximate discussion time – 15 minutes.

**COUNCIL AGENDA ACTION:** For Council to make recommendation regarding police officer off-duty and extra-duty employment.

ATT: PDF- Hiring on-duty officers by private parties CLEAN  
PDF - IFPD SOP – Secondary Employment 3.16.17

/as

McBride-014.2017

## 2-10-00.00 ON-DUTY UNIFORMED EXTRA-DUTY CUSTOMER SERVICE

### 2-10-00.00 PURPOSE

The purpose of this Policy is to establish guidelines to govern the assignment of on-duty, uniformed IFPD officers for service to private parties. The policy for Off-Duty Employment of IFPD police officers is located in 3-19-00.00.

### 2-10-01.00 POLICY

The Policy of IFPD is to allow private parties to contract with the City for the assignment of on-duty, uniformed IFPD officers where such hire is appropriate; meets the criteria established in this Policy; the employment does not unreasonably increase the likelihood of negligence liability to the City; and where it protects the welfare, accountability, and efficient operation of IFPD, IFPD officers, the City, and the community.

### 2-10-02.00 DEFINITIONS

#### **A. Extra-Duty Customer**

Any person or entity that contracts, by payment to the City of the appropriate fee(s) established by fee schedule and adherence to the conditions of this Policy, for the assignment of an on-duty, uniformed officer employed by IFPD to provide a Law-Enforcement Related Service. Such Extra-Duty Customer may be a public, private, commercial, for-profit, or non-profit person or entity.

#### **B. Extra-Duty Assignment**

The provision of Law-Enforcement Related Service by an on-duty, uniformed officer employed by IFPD to an Extra-Duty Customer.

#### **C. Law Enforcement-Related Service**

Service(s) provided to an Extra-Duty Customer by an on-duty, uniformed officer employed by IFPD pursuant to such officer's assignment or order by his/her commanding officer, requiring the actual or potential use of law enforcement powers or skills, such as traffic control, crowd control, or security; or guarding, patrolling, or protection of persons and/or property.

### 2-10-03.00 PROCEDURES

A. The following terms, conditions, standards, and criteria shall apply to every actual or potential Extra-Duty Customer.

1. Any person or entity seeking Extra-Duty Customer Assignment of an IFPD police officer or officers for private purposes shall submit a written request to the Chief at least thirty (30) calendar days prior to the requested date on the form and in the manner required by the Chief. A request that is submitted less than thirty (30) days



prior to the requested date for provision of extra-duty law enforcement-related service on the application form may be considered if it does not place undue burden on IFPD staff. Upon receipt of complete application materials and the application fee as established by fee schedule, the Chief or designee shall issue written approval or denial of such Extra-Duty Customer Assignment. Such approval or denial shall be issued to the Extra-Duty Customer applicant in writing within twenty-one (21) calendar days of receipt of complete application materials.

(a) Upon the Chief's approval of such Extra-Duty Customer Assignment and where practicable, the Chief or designee shall prepare an estimate of fees for personnel, equipment and/or materials to be paid by the Extra-Duty Customer for such Extra-Duty Customer Assignment, and the Extra-Duty Customer shall be required to remit payment to the City in the estimated amount at least seven (7) calendar days prior to the assignment. The estimate shall provide for the compensation and full benefits of any and all involved employees, and the actual costs of any and all equipment or materials used or provided. If the City's actual costs exceed the estimate, the City shall issue an invoice for the balance due, and the Extra-Duty Customer shall be required to remit payment for the balance to the City within thirty (30) days. A failure to timely remit all payments due to City shall subject the Extra-Duty Customer to any and all available civil and administrative remedies, and shall provide grounds for denial of future requests for Extra-Duty Customer Assignment. Where the service provided to an Extra-Duty Customer is likely to exceed thirty (30) days (such as ongoing security at a hospital, business, or similar institution), the Chief or designee may require a deposit and payment in thirty (30) day intervals.

(b) Upon the Chief's denial or revocation of an application for Extra-Duty Assignment, the applicant may appeal such denial or revocation to City Council by filing a written appeal with the City Clerk within ten (10) calendar days following such denial. The Clerk shall schedule such matter for hearing before the Council within thirty (30) calendar days of receipt of the written appeal. The decision of the Council on the matter shall be a final decision.

2. The required number(s), selection, and designation of any and all IFPD personnel assigned to any the Extra-Duty Assignment or related detail shall be made exclusively by the Chief or designee. One (1) IFPD supervisor shall be required for every three (3) IFPD officers assigned to any Extra-Duty Customer Assignment. All applicable fees and costs for supervisory personnel shall be paid by the Extra-Duty Customer.

3. In all matters pertaining to an Extra-Duty Customer Assignment, neither the Extra-Duty Customer nor any officer, employee, or agent of the Extra-Duty Customer will be deemed an employee of IFPD and of the City.

B. The following terms, conditions, standards, and criteria shall apply to IFPD officers receiving Extra-Duty Customer Assignment:

1. Approved Extra-Duty Assignment shall be considered to be a privilege granted to a private party, not an entitlement. If, at any time during the term of validly approved Extra-Duty Customer Assignment, such Extra-Duty Customer Assignment, any Extra-Duty Customer, or any other circumstance or situation conflicts with this Policy or any other Policy or interest of IFPD or the City; creates a safety liability, or security concern; or is found by the Chief or designee not to serve the best interests of IFPD, the City, or the public; such approval may be suspended or revoked without notice.
2. All normally and generally applicable IFPD and City policies, procedures, and protocols shall apply to IFPD officers in the course of Extra-Duty Customer Assignment, including, but not limited to, such policies regarding uniform, identification, equipment, firearms, reporting, arrests, searches, and seizures.
3. Overtime due for Extra-Duty Customer Assignment shall be assigned, authorized, monitored, and paid pursuant to all normally and generally applicable City and IFPD policies and practices governing same.
4. Undercover IFPD officers or officers assigned to covert operations shall not be eligible for Extra-Duty Customer Assignment in a uniformed or other capacity, because such may disclose the officer's law enforcement status.

## APPLICATION FOR EXTRA-DUTY CUSTOMER ASSIGNMENT

### APPLICANT INFORMATION:

Applicant name: \_\_\_\_\_

Applicant mailing address: \_\_\_\_\_

Applicant physical address: \_\_\_\_\_

Applicant phone number: \_\_\_\_\_

Applicant e-mail address: \_\_\_\_\_

Applicant seeks Extra-Duty Customer Assignment on behalf of *(check one and complete related information)*:

☐ Individual Driver's License state and no.: \_\_\_\_\_

☐ Organization Organization name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Physical address: \_\_\_\_\_

Organization tax identification no.: \_\_\_\_\_

Tax-exempt per 26 U.S.C. § 501(c)? ☐ Yes ☐ No

☐ Corporation Corporation name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Physical address: \_\_\_\_\_

Corporation tax identification no.: \_\_\_\_\_

☐ Partnership Partnership name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Physical address: \_\_\_\_\_

Partnership tax identification no.: \_\_\_\_\_

### ASSIGNMENT INFORMATION:

Date(s) and time(s) of requested Assignment: \_\_\_\_\_

\_\_\_\_\_

Requested duties to be performed by IFPD officers: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number of requested IFPD officers: \_\_\_\_\_ IFPD supervisors (1:3): \_\_\_\_\_

Location and address of Assignment: \_\_\_\_\_

Assessor's parcel number(s): \_\_\_\_\_

Current land use: \_\_\_\_\_ Current zoning district: \_\_\_\_\_

Applicant's interest in property: ☐ Own ☐ Rent ☐ Other

Owner(s) name(s):

\_\_\_\_\_

Other City and/or other government agency permits, date of issuance (+ attach copies):

\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGMENT OF IFPD POLICIES REGARDING EXTRA-DUTY ASSIGNMENTS:**

I, \_\_\_\_\_, hereby acknowledge that I have read and understand each all applicable IFPD Policy regarding Extra-Duty Customer Assignment, and do hereby agree to comply in every respect with the requirements thereof. I specifically acknowledge, without limitation, that upon approval of this request, I shall be responsible for all fees and costs incurred by the City of Idaho Falls, Idaho, in the course and scope of the Extra-Duty Customer Assignment, pursuant to City policy.

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
DATE

**IFPD INTERNAL USE ONLY:**

**Date request received:** \_\_\_\_\_ **By:** \_\_\_\_\_

**Check one:**

- ☐ Request denied (attach written explanation)
- ☐ Approved as requested
- ☐ Approved with conditions (attach written explanation)

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

## 3-19-00.0 OFF-DUTY EMPLOYMENT

### 3-19-01.00 PURPOSE

The purpose of this Policy is to establish guidelines to govern the employment of off-duty non-uniformed IFPD officers by someone other than the City.

### 3-19-02.00 POLICY

The Policy of IFPD is to allow off-duty employment where the officer employee is in good standing with IFPD, and where such off-duty employment is appropriate; meets the criteria established in this Policy; the off-duty employment does not unreasonably increase the likelihood of liability to the City; and protects the welfare, accountability, and efficient operation of IFPD, IFPD officers, the City, and the community.

### 3-19-03.00 DEFINITIONS

#### **A. Off-Duty Employer**

Any person or entity that employs for any service, labor, or position an off-duty officer employed by IFPD. An Off-Duty Employer may be a public, private, commercial, for-profit, or non-profit person or entity.

#### **B. Off-Duty Employment**

The provision of any service or labor, or occupation of any position, by an off-duty IFPD officer for an Off-Duty Employer. This definition includes services provided for monetary, in-kind, or tangible payment or benefit, services provided on an unpaid basis, and services provided for an intangible payment or benefit to an employer who is not the City. This definition also includes an Off-Duty IFPD officer who is self-employed or in a partnership while off-duty. This definition shall not include volunteer work undertaken by an officer for or on behalf of a charitable organization ~~that is non-law enforcement-related~~ and where no City uniform, weapon, or badge is utilized.

#### **C. Law Enforcement-Related Off-Duty Employment**

Employment that is conditioned on, or typically requires as a substantial component of, the actual or potential use of law enforcement powers or skills by the police officer employee (such as traffic control, crowd control, or security; or guarding, patrolling, or protection of persons and/or property).

#### **D. Non-Law Enforcement-Related Off-Duty Employment**

Any employment which does not fall under the definition of Law Enforcement-Related Off-Duty Employment.

### 3-19-04.00 PROCEDURES

#### **A. Conditions of Off-Duty Employment (All Types)**

The following terms, conditions, standards, and criteria shall apply to any and all Off-Duty Employment, whether Law Enforcement-Related Off-Duty Employment or Non-Law Enforcement Related Off-Duty Employment:

1. Prior to accepting an offer of employment from an Off-Duty Employer, the IFPD officer shall complete form IFPD-28 to confirm that such Off-Duty Employment is in conformance with this Policy and is not likely to adversely impact the officer's primary duty assignments.~~and obtain approval by the Chief of Police by submitting such form through the departmental chain of command.~~
2. An officer shall be eligible for approval for Off-Duty Employment only if he or she is in good standing with IFPD. Continued eligibility for approval of Off-Duty Employment shall be contingent on such good standing. ~~Suspension or revocation of Off-Duty Employment approval may be included as a term or condition of employee discipline.~~
3. Officers who have not completed their probationary period shall not be eligible to engage in Off-Duty Employment.
4. Upon approval of Off-Duty Employment, unless otherwise indicated in writing, such approval shall be effective through December 31 of the calendar year in which the approval following December 31 of each year is provided. An IFPD officer seeking to renew such approval shall do so by submitting a new form IFPD-28 and obtaining approval by the Chief through the departmental chain of command.
5. Permission and/or approval of Off-Duty Employment may be revoked where it is determined by the Chief of Police that such Off-Duty Employment is not in the best interests of IFPD or the City, including where the Chief of Police believes that such Off-Duty Employment is reasonably likely to result in increased risk of liability exposure to the City.
6. Upon denial or revocation of approval of Off-Duty Employment, the adversely affected IFPD officer may file one (1) written appeal to the Chief within ten (10) calendar days following the date of such denial or revocation. The Chief will review the appeal and either reverse or affirm the denial or revocation. If the Chief affirms the denial or revocation, the adversely affected IFPD officer may file one (1) written appeal with the Director of Human Resources within ten (10) calendar days of the affirmation of denial or revocation. The decision of the Director of Human Resources on the matter shall be a final decision.



7. An officer who is on medical, sick, or other leave due to illness, temporary disability, or injury shall not be eligible to engage in Off-Duty Employment, unless such Off-Duty Employment is not likely to interfere with or adversely affect the officer's on-duty recovery or assignment.

8. An officer may work a total maximum of sixty-four (64) hours per week in any combination of IFPD on-duty employment and Off-Duty Employment. An officer may work a maximum of fifteen (15) hours combination of on-duty IFPD employment and Off-Duty Employment in any twenty-four (24) hour period only if there is a minimum eight (8) hour break between IFPD on-duty employment and Off-Duty Employment prior to the start of the officer's next IFPD on-duty employment shift.

9. Any work undertaken for or on behalf of an Off-Duty Employer shall occur only while the IFPD officer is off duty. Unless specifically authorized by the Chief of Police in writing (or pursuant to the Department's Cars-For-The-Community policy or the Police Car-Per Officer Program in the City's Vehicle Use Policy), no IFPD officer may utilize City resources of any kind for any purpose related to Off-Duty Employment, including but not limited to City uniform, badge, weapons, gear, vehicles, cameras, personnel, off-duty computers, printers, Internet access, postage, e-mail, office and other similar supplies, financial resources, logo, name, City-issued or financed telephones, or fax machines. All City-owned and City-issued equipment and assets shall be used solely for advancing the City's operational purposes and never for Off-Duty Employment.

10. Work hours for any Off-Duty Employment must be scheduled in a manner that does not conflict with or interfere with the officer's performance of his/her primary duties and/or obligations to IFPD and the City.

11. A police officer who is on call for IFPD while engaged in Off-Duty Employment is expected to, and shall, immediately leave his/her Off-Duty Employment in case of call-out or call-back by IFPD.

12. Any IFPD officer making an arrest or taking any official police action while engaged in Secondary Employment shall follow strictly any and all applicable policies, procedures, and protocols regarding off-duty officer action.

13. If, for any reason, an IFPD officer engaged in approved Off-Duty Employment terminates his/her Off-Duty Employment or is terminated from such Off-Duty Employment, such officer shall, within forty-eight (48) hours, submit written notification of such termination to the Chief through the departmental chain of command.

14. An IFPD officer engaged in approved Off-Duty Employment shall, within forty-eight (48) hours, submit written notification of any material change in such Off-Duty Employment. Material change means, but is not limited to, the number of hours, type of duties, or demands of the Off-Duty Employment.

15. Approved Off-Duty Employment is considered to be a privilege, is not an entitlement and is not a property right. Off-Duty Employment shall not be subject to any collective bargaining process. If, at any time during the term of validly approved Off-Duty Employment, a police officer's conduct or Off-Duty Employment conflicts with this policy or any other policy or interest of IFPD or of the City, such approval may be suspended or revoked immediately and without notice.

**B. Off-Duty Employment (Law Enforcement-Related)**

IFPD officers may engage in Law Enforcement-Related Off-Duty Employment where, in addition to the general criteria for any Off-Duty Employment:

1. The Law Enforcement-Related Off-Duty Employment shall present no actual or potential conflict of interest between the IFPD officer's duties as a law enforcement officer and duties to be performed for an Off-Duty Employer.
2. Prohibited Off-Duty Employment shall include, but shall not be limited to, the following:
  - (a) Employment as a private investigator within Bonneville County or any county contiguous thereto.
  - (b) Employment involving the service or sale of alcoholic beverages for on-premise consumption (other than at catered events, weddings, receptions, Beerfest, Oktoberfest, Alive After Five, and the like).
  - (c) Employment involving the sale, manufacture, or transport of alcoholic beverages as its principal business (other than at catered events, weddings, receptions, Beerfest, Oktoberfest, Alive After Five, and the like).
  - (d) Employment as a process server, reposessor, or bill collector.
  - (e) Employment by a bail bond agency.
  - (f) Employment by an Off-Duty Employer who has been convicted of a felony.
  - (g) Towing of vehicles.
  - (h) Employment in which police authority is or may be used to locate and/or collect money, persons, or merchandise for private purposes.

- (i) Employment involving personnel investigations for the private sector.
- (j) Any employment that does or may require access to police department information, files, records, or services not otherwise available to the public.
- (k) Employment that assists, in any manner, the preparation of a case for the defense in any criminal action.
- (l) Employment that assists, in any manner, preparation of a case for either side in a civil action or proceeding.
- (m) Employment by or work for a business or labor group that is on strike, or at the site of a strike, lockout, picket, or other physical demonstration of a labor dispute.

2. The Law Enforcement-Related Off-Duty Employment shall not constitute a threat to the status or dignity of law enforcement as a professional occupation. Off-Duty Employment prohibited due to such threat shall include, but shall not be limited to, the following examples:

- (a) Any establishment that, as its principal business, sells pornographic books or magazines, sexual devices or videos, or that otherwise provides entertainment or services of a sexual nature.
- (b) Employment involving the sale, manufacture, or transport of alcoholic beverages as its principal business (other than at catered events, weddings, receptions, Beerfest, Oktoberfest, Alive After Five, and the like).
- (c) Any gambling establishment as its principle business.

3. The Law Enforcement-Related Off-Duty Employment shall not involve the IFPD officer's on-duty prestige or influence for private gain or advantage.

4. The Law Enforcement-Related Off-Duty Employment shall not involve the IFPD officer's receipt or acceptance of any money or other consideration from anyone other than IFPD or the City for the performance of any act that the IFPD officer would be required or expected to render in the course and scope of his/her employment as an IFPD officer.

5. The Law Enforcement-Related Off-Duty Employment shall not involve the performance of any act that may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other IFPD officer or City employee.

## OFFICER REQUEST FOR OFF-DUTY EMPLOYMENT

Officer requesting off-duty employment: \_\_\_\_\_

### OFF-DUTY EMPLOYER INFORMATION:

Place of off-duty employment: \_\_\_\_\_

Name of off-duty employer: \_\_\_\_\_

Address of off-duty employer: \_\_\_\_\_

Phone number of off-duty employer: \_\_\_\_\_

Is this request for Law Enforcement-Related Off-Duty Employment? ☐ Yes ☐ No

Duties to be performed in the course of off-duty employment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dates and times of off-duty employment: \_\_\_\_\_

\_\_\_\_\_

### ACKNOWLEDGMENT OF IFPD POLICIES REGARDING OFF-DUTY EMPLOYMENT:

I, \_\_\_\_\_, hereby acknowledge that I have read and understand each all applicable IFPD standard operating procedures regarding off-duty employment, and do hereby agree to comply in every respect with the requirements thereof. I specifically acknowledge, without limitation, that the City of Idaho Falls, Idaho, shall not provide benefits and/or coverage of any kind with regard to any injury and/or claim that I incur in the course and scope of any off-duty employment.

\_\_\_\_\_  
OFFICER SIGNATURE

\_\_\_\_\_  
DATE

**SUPERVISOR USE ONLY:**

**Date request received:** \_\_\_\_\_ **By:** \_\_\_\_\_

**Supervisor recommendation:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Date recommendation received:** \_\_\_\_\_ **By:** \_\_\_\_\_

**Check one:**

- ☐ Request denied (attach written explanation)
- ☐ Approved as requested; approval effective until: \_\_\_\_\_
- ☐ Approved with conditions (attach written explanation)

DRAFT



## MEMORANDUM

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**TO:** Rebecca Casper, Mayor  
**FROM:** Ryan Tew, Human Resource Department Director  
**DATE:** March 14, 2017  
**RE:** Rescission of the City of Idaho Falls Civil Service System

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In response to various discussions and direction by the Council and City leadership over the last few years regarding the value and function of the City's civil service system, the Human Resources Department respectfully requests that a discussion of the discontinuation of the Civil Service System be placed on the March 20, 2017, City Council Work Session Agenda.

**WORK SESSION PURPOSE:** to consider the proposal to discontinue the City's Civil Service System (including the Civil Service Commission) and to explain the process for doing so.  
Approximate discussion time: 30 minutes

**COUNCIL AGENDA ACTION:** Schedule the first reading of an ordinance rescinding City Code Title 2, Chapter 4, and the rules and procedures adopted thereunder, on the March 23, 2017 City Council Agenda.

**ATTACHED:**

1. Draft ordinance, rescinding Title 2, Chapter 4, and the rules and procedures governing civil service practices for certain City employees.
2. City Attorney survey of Idaho cities (more than 10,000 residents) regarding police civil service.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, RESCINDING TITLE 2, CHAPTER 4, GOVERNING CIVIL SERVICE PRACTICES FOR CITY EMPLOYEES; RESCINDING ALL CIVIL SERVICE RULES AND PROCEDURES PROMULGATED THEREUNDER; PROVIDING FOR SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the system of civil service and the City Civil Service Commission in Idaho Falls regulates the hiring and promotions in the City fire department and police department; and

WHEREAS, the Council has reviewed the efficacy, efficiency, and desirability of continuing the Civil Service Commission and City hiring and promotion rules regulated by civil service; and

WHEREAS, the Council believes that City has well-established and fair processes currently in its Personnel Policy Manual that ensure that hirings and promotions for all City employees are fair and based upon merit and experience; and

WHEREAS, the Personnel Policy Manual allows greater flexibility in the design and execution of processes for hiring and promotion than are available within the City's civil service systems; and

WHEREAS, the majority of City employees have never been within the civil service system but continue to fare very well under the Personnel Policy Manual practices established by City; and

WHEREAS, the civil service system applies to only two hundred eight (208) City fire and police department employees of the six hundred forty-six (646) City employees and applies to none of the City's part time, seasonal, or casual employees; and

WHEREAS, the rescission of Title 2, Chapter 4, of the Idaho Falls City Code by this Ordinance is not intended to and it shall not adversely affect any rights or agreements of firefighters who are employed by City or who are members of Idaho Falls Firefighters Union Local No. 1565 and have exercised their recognized collective bargaining rights.

WHEREAS, none of the twenty-two (22) cities in Idaho with a population of greater than ten thousand (10,000) has a civil service system for a police department other than Idaho Falls; and

WHEREAS, all major Idaho cities (other than Idaho Falls) that had a civil service system for police have discontinued the use of civil service; and

WHEREAS, the Council is confident that rescission of the civil service system will sustain practices for hiring and promotion under the City's general hiring procedures that are fair, just, and reasonable; and



WHEREAS, pursuant to Idaho Code, the City has caused to be published in one (1) issue of the Idaho Falls Post Register (the official newspaper of the City) not less than ten (10) days immediately preceding the first reading of this Ordinance; and

WHEREAS, additionally, this Ordinance will not be passed until it has been read at length at three (3) different days in a public meeting, each at least seven (7) days apart; and

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

**SECTION 1.** Title 2, Chapter 4, of the City Code of the City of Idaho Falls, Idaho, and all civil service rules and procedures promulgated thereunder, are hereby rescinded in their entirety, pursuant to Idaho Code Section 50-1601(B).

**SECTION 2.** The rescission of Title 2, Chapter 4, of the Idaho Falls City Code (and all civil service rules and procedures promulgated thereunder) is not intended to and shall not have any adverse effect on any negotiated agreement between the City of Idaho Falls and Idaho Falls Firefighters Union Local No. 1565, or the rights contained in such an agreement or agreements.

**SECTION 3.** Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

**SECTION 4.** 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 5.** 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 6.** 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 \_\_\_\_\_, 2017.

CITY OF IDAHO FALLS, IDAHO

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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,  
RESCINDING TITLE 2, CHAPTER 4, GOVERNING CIVIL SERVICE  
PRACTICES FOR CITY EMPLOYEES; RESCINDING ALL CIVIL SERVICE  
RULES AND PROCEDURES PROMULGATED THEREUNDER; PROVIDING  
FOR SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY,  
AND ESTABLISHING EFFECTIVE DATE."

(SEAL)

\_\_\_\_\_  
KATHY HAMPTON, CITY CLERK

## Civil Service Survey - Police

(greater than 10,000 population, descending order)

<b>Town</b>	<b>Yes</b>	<b>No</b>	<b>City's Department Providing Information</b>
Boise		X	Legal
Meridian		X	Legal
Nampa		X	Legal
Idaho Falls	X		Legal
Pocatello		X	Legal
Caldwell		X	Legal
Coeur d'Alene		X	Legal
Twin Falls		X	Legal
Lewiston		X	Legal
Post Falls		X	Legal
Rexburg		X	Legal
Moscow		X	Legal
Eagle		X	Legal
Kuna		X	Legal
Ammon		X	Legal
Chubbuck		X	HR
Hayden		X	Legal
Mountain Home		X	Legal
Blackfoot		X	Legal
Garden City		X	Legal
Jerome		X	Legal
Burley		X	City Administrator