

CITY OF POCATELLO CITY COUNCIL MEETING AGENDA

February 4, 2016 · 6:00 PM
Council Chambers | 911 N 7th Avenue

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

2. INVOCATION

The invocation will be offered by Robert Rashke, Grace Lutheran Church.

3. CONSENT AGENDA

The following business items may be approved by one motion and a vote. If any one member of the Council so desires, any matter listed can be moved to a separate agenda item.

(a) MINUTES: Council may wish to waive the oral reading of the minutes and approve the following minutes from January 14, 2016: Study Session; Fire and Police Union Meeting; and City Council Working Lunch; and the following meetings from January 21, 2016: Budget Restructuring Meeting; and Clarification and Regular City Council Meeting.

(b) TREASURER'S REPORT: Council may wish to consider the Treasurer's Report for January 2016 showing cash and investments as of January 31, 2016.

(c) RATIFICATION OF RESOLUTION—ADOPTING PUBLIC TRANSIT DEPARTMENT APPLICATION FOR FEDERAL AND /OR STATE FUNDING: Council may wish to ratify a resolution adopting the Pocatello Public Transit Department's Application for Federal and/or State Funding to assist in providing community and/or human transportation services in relation to its grant application approved at the December 3, 2015 Regular City Council meeting.

(d) COUNCIL DECISION—CRESTVIEW ESTATES: Council may wish to adopt its decision to approve the annexation of a parcel of land comprised of approximately 14.44 acres of land owned by Pocatello Creek Development Company, subject to conditions. Said parcel is situated east of Lois Lane, to be known as Crestview Estates, and shall be designated as Residential Low Density (RL) for zoning purposes.

(e) COUNCIL DECISION—KJ'S SUBDIVISION: Council may wish to adopt its decision to grant Kristy Jensen, the Owner and Developer, her request for approval of the final short plat for KJ's Subdivision, subject to conditions. The proposed plat is for a three (3) lot subdivision, encompassing .41 acres, zoned Residential Medium Density Single Family (RMS), and is a replat of the South ½ of Lot 4, Block 1, Richland Townsite. Each lot will have access from McKinley and Poole Avenues.

(f) COUNCIL DECISION—VISTA VILLAGES: Council may wish to adopt its decision to grant Steve Ernst, his request for approval of the final plat for the Vista Villages Subdivision Replat, subject to conditions. The proposed Subdivision Replat will consist of four (4) residential lots on approximately 1.03 acres, is zoned Residential Medium Density, Single Family, and will have access from Vista Drive.

Documents: [AGENDA-ITEM3.PDF](#)

4. COMMUNICATIONS AND PROCLAMATIONS

5. CALENDAR REVIEW

Council may wish to take this opportunity to inform other Council members of upcoming meetings and events that should be called to their attention.

6. COLLECTIVE BARGAINING AGREEMENT—FIRE UNION LOCAL #187

Council may wish to approve the adoption of the Fiscal Year 2015-2016 Collective Bargaining Agreement (CBA) for the Pocatello Firefighters Local #187, subject to Legal Department review. This CBA is the new contract following the completion of Fact Finding.

(Pertinent information attached.)

Documents: [AGENDA-ITEM6.PDF](#)

7. GRANT REQUEST RATIFICATION—UTV CAB PURCHASE FOR EAST MINK CREEK NORDIC CENTER

The Council may wish to ratify a grant to fund the purchase of a cab and a heater for the UTV used at the Nordic Center as a grooming vehicle. Matching funds will come out of the existing Outdoor Recreation budget.

(Pertinent information attached.)

Documents: [AGENDA-ITEM7.PDF](#)

8. DECLARATION OF INTENT TO CONVEY CITY PROPERTY—JAMES AND JESSICA HIGGINS

Council may wish to consider the following actions regarding the conveyance of City property:

(a) Determine if it is in the best interest for the City of Pocatello to convey 0.27 acres of underutilized land owned by the City of Pocatello located to the east of South Valley Road at Lester Lane, to the adjacent property owners, James and Jessica Higgins, 630 Lester Lane; and,

(b) If Council determines that it is in the City's best interest to convey this land, publicly declare its intent to conduct said land conveyance and to instruct the City Clerk to publish a summary of said action and provide notice of a public hearing regarding said land conveyance to be held on March 3, 2016.

(Pertinent information attached.)

Documents: [AGENDA-ITEM8.PDF](#)

9. DECLARATION OF INTENT TO CONVEY CITY PROPERTY—BARRY LEWIS

Council may wish to consider the following actions regarding the conveyance of City property:

(a) Determine if it is in the best interest for the City of Pocatello to convey 0.94 acres of underutilized land owned by the City of Pocatello located to the west of Kirkham Road, to the adjacent property owner, Barry Lewis and,

(b) If Council determines that it is in the City's best interest to convey this land, publicly declare its intent to conduct said land conveyance and to instruct the City Clerk to publish a summary of said action and provide notice of a public hearing regarding said land conveyance to be held on March 3, 2016.

(Pertinent information attached.)

Documents: [AGENDA-ITEM9.PDF](#)

10. DISCUSSION ITEMS

This time has been set aside to hear discussion items not listed on the agenda. Items which appeared somewhere else on the agenda will not be discussed at this time. The Council is not allowed to take any official action at this meeting on matters brought

forward under this agenda item. Items will either be referred to the appropriate staff or scheduled on a subsequent agenda. You must sign in at the start of the meeting in order to be recognized. (Note: Total time allotted for this item is fifteen (15) minutes, with a maximum of three (3) minutes per speaker.)

PUBLIC HEARING PROCEDURE

1. Explanation of hearing procedures by Mayor or staff.
 - Ten (10) minute time limit on applicant presentation.
 - Three (3) minute time limit on public testimony.
 - Names and addresses are required from those presenting/testifying.
 - Questions/comments should be addressed to the Mayor and Council.
 - Council members must make their decision regarding the application on facts already in the record and information presented at the public hearing. Conflicts of interest, site visits and ex-parte contacts by Council members will be acknowledged.
 - Protocol requires that Council and audience be recognized by the Mayor prior to speaking.
2. Mayor opens hearing.
3. Presentation by applicant.

Note: Remember, applicant bears the responsibility for making his/her case. This is also the time for Council members to ask their questions of the applicant.
4. Presentation by staff.
5. Written correspondence submitted for the record.
6. Testimony by those supporting the application.
7. Testimony by those uncommitted on the application.
8. Testimony by opponents to the application.
9. Rebuttal by the applicant.
10. Mayor closes the hearing and initiates motion/deliberations.

Note: The Mayor may choose to require a motion prior to the discussion in order to focus deliberations, or, the Mayor may choose to allow deliberations prior to the motion in order to facilitate wording of the motion.
11. Develop a written and reasoned statement supporting the decision.

READING OF AN ORDINANCE PROCEDURE

1. Council determines which option below will be used to read the Ordinance by roll call vote.
2. The Ordinance is read by City Staff (usually City Attorney).
3. Mayor will declare the final reading of the ordinance and ask "Shall the Ordinance pass?"
After roll call is taken, Mayor will announce whether or not the ordinance passed.

AGENDA

ITEM

NO. 3

Consent

Agenda

CITY OF POCA TELLO, IDAHO
CITY COUNCIL STUDY SESSION
JANUARY 14, 2016

AGENDA ITEM NO. 1: Mayor Brian Blad called the City Council Study Session to order
ROLL CALL at 9:00 a.m. Council members present were Roger Bray, Steve
Brown, Jim Johnston and Gary Moore. Council member
Michael L. Orr arrived at 9:05 a.m. Council member Craig Cooper arrived at 9:24 a.m.

AGENDA ITEM NO. 2: Representatives from the African Sister Cities Subcommittee
AFRICAN SISTER CITIES were not present to discuss the Subcommittee's goals and
SUBCOMMITTEE UPDATE projects, as well as Council's policies and expectations. As a
result, Mayor Blad continued to the next agenda item.

AGENDA ITEM NO. 3: Hannah Sanger, Science and Environment Division Manager,
PORTNEUF RIVER presented information to the Council regarding the Portneuf
VISIONING UPDATE River Visioning effort, including identified challenges and
opportunities, as well as opportunities for public input.

Ms. Sanger mentioned efforts to establish a process to restore the Portneuf River and enhance the tourism, economic development, fish and wildlife habitat, recreation, and other quality of life benefits that the Portneuf River provides are being discussed. Most citizens feel the concrete channel is an eyesore. Other methods to maintain the river levees can be researched. Ms. Sanger outlined identified constraints regarding the river channel. 1) Levees and concrete channel are US Army Corps of Engineers projects. As a result, 6,000 cfs flow is required. In addition, vegetation and other management decisions must be approved by the US Army Corps of Engineers; and 2) There is limited public property along the river.

Ms. Sanger gave a brief history of the river showing areas that have been modified and changes to the river channel that resulted in negative results. She also described issues with erosion and contaminants distributed into the river through different sources. Upstream, Chesterfield Reservoir and the Downey Canal were completed in 1912, so water levels in the Portneuf dropped during summer months. Throughout town, grazing and human use resulted in bare river banks. The banks were stabilized with riprap. However, the hillsides eroded due to fire and overgrazing – so furrows were installed and grazing was banned. But in the upper Portneuf, hillsides continued to erode from intensive agriculture. Individuals continued to straighten the river and install small levees to limit spring flooding. Others looked to deepen and straighten the Portneuf more to clean out the debris and limit spring flooding. After the 1962 and 1963 floods, the City obtained the necessary votes to move forward with a bigger project.

It was noted that in 1960 as many as 15 sewer lines were still dumping into the river. Efforts were made to beautify the river.

Ms. Sanger explained the current levees do not have vegetation for cooling and no floodplain to dump the sediment onto. She added that straightened rivers erode and cause erosion downstream due to scouring. The river that the railroad straightened in the 1860s reappears when groundwater is high. Ms. Sanger reported that restoration projects are making a positive difference today and there is much less pollution coming into the river. However, it is still visible from sources such as sediment from Marsh Creek.

Suggestions of how the river can be accessed so it can be utilized and beautified for alternate uses were reviewed. Many of the suggestions shared were from areas that have rivers with a concrete channel and the cities worked with U.S. Army Corps to enhance the area.

General discussion followed and the Visioning Plan funding and timeline was reviewed. 1) The Visioning Plan will prioritize projects for implementation based on a likely timeline; and 2) The Visioning Plan will identify likely sources of funding. New ideas/concepts are needed. If new ideas are not adopted, the funding will be spent on what is currently in place.

In response to questions from Council, Ms. Sanger stated the project is from the Portneuf Gap to the Fort Hall Reservation. She explained concerns with issues upstream are drawing the attention of Portneuf River groups. These groups are slowly reaching out to land owners regarding the river's needs. Ms. Sanger mentioned other conservation groups have shown interest in the visioning project.

General discussion regarding clean/treated water the City dispenses into the river below the Water Pollution Control treatment plant followed. The needed cfs for the river would need to be verified with the Corps to see what their requirements are. It was determined that additional evaluation of the river's water flow is necessary to determine options that would be acceptable to the Corps and other interested Government agencies.

Ms. Sanger explained the river area from the Portneuf Gap to Fort Hall Reservation will be the focus for upcoming public meetings. The timeframe for Public Outreach and input is January thru May 2016. A Public Open House will be held Tuesday, February 9, 2016, 4:00 p.m. to 7:00 p.m. at the Pocatello Community Charter School. Online comments will be received thru February 9, 2016. Ms. Sanger announced that she is willing to meet with groups to give a 20 minute presentation regarding the River Visioning Project. She noted the Visioning plan should be completed in October 2016.

Mayor Blad called a recess at 9:50 a.m.

Mayor Blad reconvened the meeting at 9:57 a.m.

AGENDA ITEM NO. 4: Sean White, Mercer representative; and Nicole Harms, Human
HEALTH BENEFITS Resources Consultant; presented information on the Mercer
PRIVATE EXCHANGE Marketplace health benefits private exchange so that Council
PRESENTATION-MERCER could ask questions for clarification as needed. Human
MARKETPLACE Resources staff is seeking guidance from the Council on whether
or not staff should continue exploring a private exchange as a
viable option for the City's health benefits plan for Fiscal Year 2017.

In response to questions from Council, Mr. White explained the difference between private and public exchanges for medical benefits. He feels the Private Exchange gives a broader choice for employees to choose a health insurance provider based upon what they understand for their personal health care needs. The program being discussed is a Private Exchange and he reviewed megatrends in health benefits due to multi-generational behaviors and needs; explosion of technology and data; broad regulatory changes; dramatic changes to payor/provider roles; and growing consumer accountability.

Mr. White noted a private exchange is a multi-carrier exchange offered by benefits consultants/brokers. The benefits include: collaborative buying focused on cost reduction, access to multiple carriers, focus on self-insured, fully-insured, or both; and may offer a range of ancillary benefits in addition to core health.

In response to questions from Council, Ms. Harms explained the proposed program would eliminate a lot of paperwork currently required to process health benefits. The decrease in processing paperwork will allow Human Resources staff to assist employees in other areas. She explained Mercer pays the vendors/providers and the City pays Mercer a lump sum to provide this function.

In response to questions from Council, Mr. White explained the employer has the option to have one or multiple companies (8 are available) as insurance carriers. Mr. White gave a brief overview of the on-line portal allowing employees to choose a plan.

In response to questions from Council, Shelli Stayner, Mercer Representative, explained their company has worked with the City for 12 years and will continue to go to bat for the City to get the best price for premiums and benefits. The proposed health benefit package will also look for the best premiums/benefits.

General discussion followed regarding key exchange features, employer impact and employee impact. It was mentioned that many employees choose a higher deductible for their medical plan while trying to maintain a healthier lifestyle. If the Market Place option is chosen, staff will need to be educated on the program so they can plan for alternate premium costs.

In response to questions from Council, Ms. Stayner explained combining cities for health coverage has not been a good choice for most cities in Idaho. She recalled that Pocatello looked at this type of coverage in the past and opted not to participate.

In response to questions from Council, Mr. White explained if the City was to decrease participation in the medical benefits by 100 employees the outcome would depend on the insurance company. He noted a shift in employees/population, depends on the remaining members and the amount of claims for that group.

Ms. Stayner mentioned if Fire Department employees leave the City's insurance, Blue Cross has indicated there will be a 10% increase in premium costs because there will be less employees.

A demonstration of the Mercer Market Place website was given by Mr. White.

Ms. Harms asked if staff should continue pursuing the Market Place option. She explained a decision will need to be made by April 2016 whether to move forward with the proposed plan.

It was the consensus of the Council for City staff to continue investigating the Market Place concept. Council asked that a test site be developed that will allow employees to weigh-in on the proposed decision. The test site shall have a sample of standard Market Place options.

Mayor Blad adjourned the meeting at 11:44 a.m. and announced that Council will meet with Fire Union members followed by Police Union members to discuss general Union topics in the Paradise Conference room. Agenda Item No. 5 Council Working Lunch will be held immediately following the Union meetings.

APPROVED:

BRIAN C. BLAD, MAYOR

ATTEST:

RUTH E. WHITWORTH, CMC, CITY CLERK

3(a)

CITY OF POCA TELLO, IDAHO
CITY COUNCIL MEETING- FIRE
AND POLICE UNIONS
GENERAL TOPICS
JANUARY 14, 2016

The City Council meeting with Pocatello Fire and Police Unions was called to order by Mayor Brian Blad at 11:50 a.m. Council members present were Roger Bray, Steve Brown, Craig Cooper, Jim Johnston, Gary Moore and Michael L. Orr. Also in attendance were: Ryan O'Hearn, Andy Moldenhauer and Eric Anderson, Fire Union Representatives; and Chad Horst, Police Union Representative; Ruth Whitworth, City Clerk; Dean Tranmer, City Attorney; and Joyce Stroschein, Chief Financial Officer/Treasurer.

Mr. O'Hearn mentioned Curtis Smith is not planning to run for another term as Fire Union President. He clarified the Fire Union hopes to continue an open dialogue with the Council regarding health care benefits and wages. Mr. O'Hearn stated the Union is very committed to the community and he reviewed the outreach programs the Union has organized in the community.

General discussion followed regarding City employees benefiting from union negotiations. It was mentioned the City Council reviews City Departments as a whole when considering benefits for employees.

In response to questions from Council, Mr. O'Hearn stated the Fire Union is experiencing unprecedented turnover. He reported 4 fire fighters left the Department in Fiscal Year 2015. Mr. O'Hearn shared his concerns regarding newly trained fire fighters leaving the department.

It was mentioned the high turnover of emergency responder positions appears to be a national trend. The rise in health costs is also making it difficult to offer a competitive benefit package.

In response to questions from Council, Mr. Moldenhauer feels job applicants have wage expectations. He explained some of the expectations are based upon cities of similar size to Pocatello that are offering higher wages.

Mr. Horst shared his concerns with possible wage disparity at the City and asked Council to resolve other wage issues before considering another Cost Of Living Adjustment for City employees. Many of his concerns are with longevity and equal pay for employees. Mr. Horst mentioned officers are leaving the Pocatello Police Department because the wages are higher in other areas. He is also concerned that officers, once trained and certified, start looking for a new job that offers higher wages.

General discussion followed regarding possible downsizing through attrition to help fix the wage concerns in City departments.

Mayor Blad adjourned the meeting at 12:17 p.m.

APPROVED:

BRIAN C. BLAD, MAYOR

FIRE AND POLICE UNION MEETING
WITH CITY COUNCIL-GENERAL TOPICS
JANUARY 14, 2016

2

ATTEST AND PREPARED BY:

RUTH E. WHITWORTH, CMC, CITY CLERK

3/2)

CITY OF POCA TELLO, IDAHO
CITY COUNCIL WORKING LUNCH
JANUARY 14, 2016

Mayor Brian Blad called the City Council Working Lunch to order at 12:43 p.m. Council members present were Roger Bray, Steve Brown, Craig Cooper, Jim Johnston, Gary Moore and Michael L. Orr. Also in attendance was Ruth Whitworth, City Clerk.

Discussion centered on economic development at the Airport, upcoming legislative issues and general City topics. No formal action was taken.

There being no further discussion, Mayor Blad adjourned the lunch at 2:01 p.m.

APPROVED:

BRIAN C. BLAD, MAYOR

ATTEST:

RUTH E. WHITWORTH, CMC, CITY CLERK

3(a)

CITY OF POCA TELLO, IDAHO
SPECIAL CITY COUNCIL MEETING
BUDGET RESTRUCTURING
JANUARY 21, 2016

AGENDA ITEM NO. 1: The City Council Budget Restructuring meeting was called to ROLL CALL order at 9:03 a.m. by Mayor Brian Blad. Council members present were Roger Bray, Steve Brown, Craig Cooper, Jim Johnston, and Michael L. Orr. Council member Gary Moore was excused.

CITY DEPARTMENT PRESENTATIONS-

It was announced that Department presentations would be given at this time. Presentations will include the following: 1. Employees; 2. Total Budget; 3. Activity or service the department provides; 4. Percentage of city services supported by taxes and percentage that are supported by user fees; 5. Ideas to increase city revenues; and 6. Future needs.

-LEGAL DEPARTMENT Dean Tranmer, City Attorney, provided information regarding the Legal Department. Mr. Tranmer explained there are 6.5 total positions in the department: 3 full-time attorneys and 3.5 full-time support staff positions.

CRIMINAL AND CIVIL DIVISION - The Mission of the department was broken down by Criminal and Civil functions. Criminal – To comply with Idaho and Municipal Codes in prosecuting misdemeanors and infractions occurring within City limits. Civil – To provide accurate, on-demand legal counsel to the Mayor, City Council and City Departments to protect the City from liability. Mr. Tranmer explained the Fiscal Year 2016 Budget is \$892,318.00 which is 30% Magistrate Court (\$270,000.00); 1% Fines and Forfeitures (\$10,300.00); 57% tax supported (\$503,485.00); 2% Nancy Ferris Retirement (one time event \$20,350.00) and 10% Interfund transfers (\$88,183.00) from Water Pollution Control, Water Department, Sanitation Department, Information Technology Department, Utility Billing and Public Works Department. The above total does not include expenses for Risk Management or Worker’s Compensation. Staff mentioned the Interfund charges are equivalent to prosecuting attorney charges. It was clarified the higher budget amount for Fiscal Year 2016 is the result of expenses related to the recent retirement of a fifth attorney. (The fifth attorney position is currently vacant.)

Criminal Services provided by the department in Fiscal Year 2015 include: Infraction Pre-trials (641); Misdemeanor Pre-trials and Jury pre-trials (2019); Domestic Battery Hearings (198); Evidentiary hearings; and letters of restitution. Mr. Tranmer reviewed the magistrate process for conducting trials in court. Legal staff is working with each judge to prepare documents according to the judge’s preferred practice.

Tiffany Olsen, Assistant to City Attorney, explained the process to prepare a case for a jury trial. Staff must be prepared to participate in a jury trial if necessary. This is a time consuming process. She mentioned the process may result in an attorney being at the courthouse a full day pending a court trial.

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Civil Services provided by the department in Fiscal Year 2015 include: Contracts (124); Agreements (87); General document review such as policies, letters, bid specs, etc. (41); Council Decisions (29); Ordinance Changes (12); Code changes (9); Resolutions (6); and Right of Way donation (1).

A summary of duties performed by City Attorney, Chief Civil Attorney, Chief Deputy and Deputy Attorney were reviewed. It was noted that Legal staff also serves on committees that meet monthly and for special projects. These include: Pocatello Development Authority, Safety Committee, Site Plan Review, Airport Development, Domestic Violence Taskforce, Veteran's Court. Extraordinary events are: Union Negotiations, Fact Finding, Civil Service Commission Hearings, Due Process Hearings, Water Law meetings/Hearings, Water Right Acquisitions/Leasing, and Legislative Monitoring.

Comparisons of legal services provided in-house vs. private contract were reviewed. Based upon costs for private hourly rates it would cost the City approximately \$2,144,000.00 to have a private contract. It was noted that the convenience of same day/time service and "walk-in" availability of the department would be lost by utilizing a private contract.

Council discussion regarding cases that required hiring another attorney to care for the cases followed. It was noted that some situations need an additional attorney that specializes in that type of law.

Concerns were shared that while a special case attorney is making decisions, one of the City's attorneys should be available to give guidance. It was noted that ICRMP has regulations regarding allowance of services.

General discussion regarding City Legal representatives working with outside attorneys followed. Concerns were shared regarding how the City is being represented by outside counsel and continued funding for these types of cases.

Revenue Increase ideas: 1) Bond forfeitures; 2) increase the number of citations written by Police Department under City Code; 3) Increase in restitution for paraphernalia charges – dependent upon defendant's payment.

Costs Savings ideas: 1) staff has already been reduced by one attorney; 2) prosecution files paperless as of November 1, 2015, savings of approximately \$25.00 to \$40.00 per month; 3) Reduce training (inherent risks include possible loss of license to practice law); and 4) potential City Savings: possible electricity reduction if light switches/timers installed in offices.

The impact of reducing the number of attorneys was reviewed. Court coverage issues were discussed and it was noted there have been instances where there was minimal coverage of attorneys available for court. It was noted if an attorney is not available to attend court the City may need to hire a prosecuting attorney to cover. Staff mentioned Civil services may be impacted by the decrease in attorney positions resulting in longer review times for staff and priorities identified by

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JANUARY 21, 2016

the Mayor and Council. Legal staff may also experience the inability to stay up-to-date on legislative issues.

Mayor Blad called for a break at 10:55 a.m.

Mayor Blad reconvened the meeting at 11:07 a.m.

Mr. Bybee explained when all 4 attorneys are in the office work can be managed. However, problems arise when an attorney is out of the office. If someone is out, there will need to be a plan in place to provide coverage.

RISK MANAGEMENT/LIABILITY INSURANCE FUND – Mission Statement: To administer a risk management program that utilizes liability insurance, loss prevention and safety programs to prevent, reduce and minimize losses and liability exposure to the City.

It was noted that Risk Management receives funds through Intergovernmental Revenue and includes 1 attorney position and a .5 support position. Fiscal Year 2016 Budget of \$1,026,436.00 is from the following: 31% fees from enterprise funds and 69% from taxes. A summary of the budget and employees was reviewed. Summary of revenue was also reviewed. A breakdown of liability insurance premiums (ICRMP) based on City payroll and value of City property was presented. It was noted that comparisons show that the current insurance circumstances appears to be in the best interest for the City. A total of 80 claims were filed against the City in Fiscal Year 2015 - 33 first party claims, and 47 third party claims - 16 of the claims filed were denied.

WORKER'S COMPENSATION FUND – Purpose: The focus of the Worker's Compensation Program is to ensure the safety and well-being of the workforce, to have programs in place to prevent injuries, and transition injured workers back to full duty. Budget - \$694,136.00.

Mr. Bybee reminded the Council that the City is currently self-insured. Revenue – projected funding and actual funding amounts were discussed. It was noted that actual contributions to the fund are dependent upon the number of City employees. The City has a Worker's Compensation Committee which includes the following individuals: Risk Manager, Human Resources Director, Wellness and Safety Coordinator, Chief Financial Officer and Deputy Risk Manager. The Committee meets monthly to discuss current claims status and concerns; and also meets quarterly with Moreton and Company (consultant) and Intermountain Claims (Third Party Administrator).

Mr. Bybee feels additional funding is needed to fully support the program. He suggested a \$1.5 million account should be available for catastrophic losses. Mr. Bybee would prefer that a set amount go into the account on an annual basis instead of being based upon actual employee wages and experience ratings.

Joyce Stroschein, Chief Financial Officer/Treasurer, feels a lump sum will make it difficult to determine what the appropriate fee/rating should be. She explained the City's experience rating has

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not increased and the fee should be updated over time. Ms. Stroschein feels this increase cannot be accomplished in a one-time lump sum.

Mr. Bybee would like Council to determine a flat rate for the Worker's Compensation account and not a fluctuating amount. He feels there may be a potential risk if the full amount is not made available quickly.

The City's Premium history for 2005 through 2011 with the State Insurance Fund was reviewed. It was mentioned after 5 years of good premium history, the City decided to be self-insured. It was the intent to have \$1.5 million in reserves to fund the program.

Plans moving forward – Finance suggests option 1) increase minimum at 8% per year over 5 years; Legal suggests option 2) \$980,365.00 – state insurance fund premium. Mr. Bybee feels this is the minimal amount the City should have available and that incremental increases poses a risk to the City due to funds not being at the optimal level (i.e. not having enough funds to cover current needs, unexpected new claims and settlements).

General discussion followed regarding potential claims. It was mentioned City employees may do unexpected things resulting in a large claim. Council will continue to weigh the proposed options regarding the Workers Compensation fund.

There being no further business, Mayor Blad adjourned the meeting at 12:12 p.m.

APPROVED BY:

BRIAN C. BLAD, MAYOR

ATTEST AND PREPARED BY:

RUTH E. WHITWORTH, CITY CLERK

3(a)

CITY OF POCA TELLO, IDAHO
CITY COUNCIL AGENDA
CLARIFICATION MEETING AND
REGULAR CITY COUNCIL MEETING
JANUARY 21, 2016

CLARIFICATION
MEETING

The City Council Agenda Clarification Meeting was called to order at 5:30 p.m. by Mayor Brian Blad. Council members present were Roger Bray, Steve Brown, Craig Cooper, Jim Johnston and Michael

L. Orr. Council member Gary Moore was excused. No motions, resolutions, orders, or ordinances were proposed. No vote was taken.

REGULAR CITY COUNCIL MEETING

AGENDA ITEM NO.
ROLL CALL AND
PLEDGE OF
ALLEGIANCE

1: The Regular City Council meeting was called to order at 6:00 p.m. by Mayor Brian Blad. Council members present were Roger Bray, Steve Brown, Craig Cooper, Jim Johnston and Michael L. Orr. Council member Gary Moore was excused.

Mayor Blad led the audience in the pledge of allegiance.

AGENDA ITEM NO.
INVOCATION

2: The invocation was offered by a Brian O’Flanagan of the Baha’i Faith.

Mayor Blad announced that Agenda Item No. 3(h) had been pulled from the agenda.

AGENDA ITEM NO.
CONSENT AGENDA

3: Council was asked to consider the following business items:

-MINUTES

(a) Waive the oral reading of the minutes and approve the following minutes from January 7, 2016: Budget Restructuring meeting; Clarification and Regular Council meeting.

-TREASURER’S
REPORT

(b) Treasurer’s Report for December, showing cash and investments as of December 31, 2015 in the amount of \$42,414,246.67.

-AIRPORT
COMMISSION
REAPPOINTMENT

(c) Confirm the Mayor’s reappointment of Dawn Sparrow-Clark to continue her service as a member of the Airport Commission. Ms. Sparrow-Clark’s term will begin February 5, 2016 and will expire February 5, 2018.

-ANIMAL SHELTER
ADVISORY BOARD
REAPPOINTMENTS

(d) Confirm the Mayor’s reappointments of Mary Johnson, Eileen Jackson and Stephanie Adams to continue their service as members of the Animal Shelter Advisory Board. Ms. Johnson’s and Ms. Jackson’s term will begin February 8, 2016 and will expire February 8, 2018; Ms. Adams’ term will begin February 2, 2016 and will expire February 2, 2018.

-FORT HALL
REPLICA
COMMISSION
REAPPOINTMENTS

(e) Confirm the Mayor’s reappointments of Dorsey Plenty Wounds and Judy Taylor to continue their service as members of the Fort Hall Replica Commission. Mr. Plenty Wounds’ term will begin January 6, 2016 and will expire January 6, 2020. Ms. Taylor’s term will begin February 3, 2016 and will expire February 3, 2020.

- HISTORIC PRESERVATION COMMISSION REAPPOINTMENT (f) Confirm the Mayor's reappointment of Stephanie Christelow to continue her service as a member of the Historic Preservation Commission. Dr. Christelow's term will begin February 5, 2016 and will expire February 5, 2019.
- HOUSING AUTHORITY OF POCATELLO APPOINTMENT (g) Confirm the Mayor's appointment of Ashley Batts to serve as the resident representative on the Housing Authority of Pocatello, replacing Barbara Martin who resigned. Ms. Batt's term will begin January 22, 2016 and will expire June 23, 2019.
- MEMORANDUM OF UNDERSTANDING FOR SEICAA RSVP PROGRAM (h) As announced earlier, the request to approve a Memorandum of Understanding (MOU) between the City of Pocatello and Southeastern Idaho Community Action Agency, Inc. (SEICAA) for the Retired Senior Volunteer Program (RSVP) to establish a volunteer workstation at Marshall Public Library was pulled from the agenda.

A motion was made by Mr. Johnston, seconded by Mr. Cooper, to approve items 3(a) through 3(g) on the consent agenda. Upon roll call, those voting in favor were Johnston, Cooper, Bray, Brown and Orr.

- AGENDA ITEM NO. 4: Mayor Blad announced there were no communications or COMMUNICATIONS AND PROCLAMATIONS proclamations.

David Gates, Fire Chief, introduced an exchange student studying in Pocatello through the Rotary International Student Exchange Program.

- AGENDA ITEM NO. 5: Mayor Blad reminded the Council of the February 4th Regular CALENDAR Council meeting at 6:00 p.m. and the February 11th Study Session at 9:00 a.m. immediately followed by a Budget Restructuring Meeting.

Mayor Blad announced winter programs are happening at the Zoo. Contact the Zoo office for more information; and he reminded citizens when clearing snow from sidewalks and driveways, residents are asked to refrain from throwing snow into the streets as it can become a driving hazard.

- AGENDA ITEM NO. 6: Kristy Jensen (mailing address: 617 McKinley Avenue, Pocatello, Id SHORT PLAT-KJ'S SUBDIVISION 83201), represented by Rocky Mountain Engineering and Surveying (mailing address: 600 East Oak Street, Pocatello, ID 83201), has submitted a short plat application for a replat of the South ½ of Lot 4, Block 1, Richland Townsite into 3 residential lots. The subdivision is to be known as KJ's Subdivision.

At their meeting held on January 13, 2016, the Planning and Zoning Commission recommended approval of the plat.

A motion was made by Mr. Cooper, seconded by Mr. Johnston, to approve a request by Kristy Jensen, represented by Rocky Mountain Engineering and Surveying for a replat of the South ½ of Lot 4, Block 1, Richland Townsite into 3 residential lots with the following conditions: 1) all Public Works and Fire Department comments contained in the memorandum dated January 4, 2016 from Merrill Quayle to Terri Neu, shall apply; and 2) all other standards or conditions required by Municipal Code not herein stated but applicable to the development shall apply and that the subdivision is to be known as KJ's

Subdivision and that the decision be set out in appropriate Council Decision format. Upon roll call, those voting in favor were Cooper, Johnston, Bray, Brown and Orr.

AGENDA ITEM NO. 7: Steve Ernst (mailing address: 114 Davis Drive, Pocatello, ID 83201),
SHORT PLAT-VISTA represented by Rocky Mountain Engineering and Surveying (mailing
VILLAGES address: 600 East Oak Street, Pocatello, ID 83201), has submitted a
SUBDIVISION REPLAT short plat application for a replat of Lots 1 and 4, Block 1 Vista
Villages Subdivision. The request is to subdivide the two existing lots
into 4 residential lots. The subdivision is to be known as Vista Villages Subdivision Replat.

At their meeting held on January 13, 2016, the Planning and Zoning Commission recommended approval of the plat.

A motion was made by Mr. Johnston, seconded by Mr. Cooper, to approve a request by Steve Ernst, represented by Rocky Mountain Engineering and Surveying for a short plat application for a replat of Lots 1 and 4, Block 1 Vista Villages Subdivision to subdivide the two existing lots into 4 residential lots with the following conditions: 1) all Public Works and Fire Department comments contained in the memorandum dated January 4, 2016 from Merrill Quayle to Terri Neu, shall apply; and 2) all other standards or conditions required by Municipal Code not herein stated but applicable to the development shall apply and that the subdivision is to be known as Vista Villages Subdivision Replat and that the decision be set out in appropriate Council Decision format. Upon roll call, those voting in favor were Johnston, Cooper, Bray, Brown and Orr.

AGENDA ITEM NO. 8: Southeast Idaho MATHCOUNTS, represented by Krystal Chanda
"COUNCIL SELECT" (mailing address: PO Box 1327, Pocatello, ID 83204), is requesting
FUNDING REQUEST that "Council Select" funds in the amount of \$250.00 be used to help
-MATCHOUNTS pay for expenses in connection with a math competition for middle
school students living in southeast Idaho. The competition will be
held at Idaho State University on February 6, 2016. (As of January 15, 2016 \$5,000.00 remained in the
"Council Select" fund).

Krystal Chanda, MATHCOUNTS representative, stated the upcoming math competition will have competitors from 19 schools, 8 of which are in Pocatello. She added that the extracurricular activity is not school-sponsored and the competition is funded solely through donations. Ms. Chanda stated the competition is open to middle school students and provides opportunities for networking and mentoring to help youth pursue their interest in math, engineering and science.

A motion was made by Mr. Johnston, seconded by Mr. Brown, to approve the request to use "Council Select" funds in the amount of \$250.00 for expenses in connection with a math competition for middle school students living in southeast Idaho to be held at Idaho State University on February 6, 2016.

Mr. Bray stated he feels "Council Select" funds should not be used for school functions.

Ms. Chanda clarified that the competition is not a school-sponsored activity.

Mr. Brown stated the original intent of "Council Select" funds was to help provide funding for community events in need of City services and allow departments to recover expenses for those services.

Mr. Johnston's motion was voted upon at this time. Upon roll call, those voting in favor were Johnston, Brown and Cooper. Mr. Bray and Mr. Orr voted in opposition to the motion. The motion passed.

AGENDA ITEM NO. 9: Council was asked to consider staff's recommendation to approve a PIGGY-BACK BID on a State of Idaho Department of Commerce bid in the amount of \$12,700.00 and, if it is accepted, authorize the Mayor to sign necessary documents, subject to Legal Department review. -ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING The bid is for completion of an update to the City's Analysis of Impediments to Fair Housing (AI) a requirement of the City's participation in the CDBG program. The chosen contractor is BBC Research and Consulting.

Melanie Gygli, Neighborhood and Community Services Division Manager, stated the City of Pocatello, as a Community and Development Block Grant (CDBG) recipient, is required to complete a five-year plan and accompanying analysis of impediments to fair housing. In response to questions from Council, she stated educating property owners and property managers on fair housing regulations is a priority. Ms. Gygli added that great strides have been attained since the inception of the Fair Housing Act in 1964. She stated the most common property owner concerns relate to accommodations regarding companion animals and handicap parking designations.

A motion was made by Mr. Johnston, seconded by Mr. Cooper, to approve a piggy-back bid on a State of Idaho Department of Commerce bid in the amount of \$12,700.00 and authorize the Mayor to sign necessary documents, subject to Legal Department review. Upon roll call, those voting in favor were Johnston, Cooper, Bray, Brown and Orr.

AGENDA ITEM NO. 10: Council was asked to accept the recommendations of staff regarding BID/CONTRACT-2016 the 2016 Sanitary Sewer (CIPP) Project, subject to Legal Department SANITARY SEWER review, as follows: REHABILITATION (CIPP) PROJECT

PLANNED AND a) Accept the lowest responsive bid received on January 12, 2016 from ENGINEERED CONSTRUCTION-BID Construction, Inc., in the amount of \$228,500.00 (**base bid**); and, if the bid is accepted;

PLANNED AND b) Authorize the Mayor's execution of an Agreement between the City ENGINEERED CONSTRUCTION in the amount of \$278,040.00 (**base bid plus alternates**) for the 2016 -AGREEMENT Sanitary Sewer Rehabilitation (CIPP) Project.

This project involves Cured-In-Place-Pipe (CIPP) lining of various sanitary sewer pipes located throughout the city. If approved, the work will begin by April and will be completed by June of 2016. Funds for this project are budgeted and available in the Water Pollution Control capital account.

A motion was made by Mr. Bray, seconded by Mr. Orr, to accept the recommendations of staff and approve Agenda Item No. 10(a) and 10(b) regarding the 2016 Sanitary Sewer (CIPP) Project, subject to Legal Department review. Upon roll call, those voting in favor were Bray, Orr, Brown, Cooper and Johnston.

- AGENDA ITEM NO. 11: Council was asked to consider the Police Department's recommendation and accept the quote from Salt Lake Wholesale (Blue Label Glock Dealer for Law Enforcement) for the following firearm upgrades:
- TRADE-AND PURCHASE OF FIREARMS-POLICE
- TRADE-IN a) Trade-in 16 older officer duty guns at \$314.00 each (total (\$5,024.00); and
- PURCHASE b) Purchase 19 new Glock 21 Generation 4 officer duty guns at \$469.00 each (total \$8,911.00).

Final cost will be \$3,887.00. The purchase of new firearms is included in Police Department's 2016 Fiscal Year budget.

Paul Manning, Support Services, stated the trade in and purchase of firearms is necessary when weapons reach the end of service life. He stated firearms to be purchased for the Police Department must be purchased through a Glock Blue Label Dealer which holds a Law Enforcement Endorsement. Mr. Manning added that Salt Lake Wholesale is certified with the Law Enforcement and there are no local Glock dealers which hold the required Law Enforcement Endorsement.

A motion was made by Mr. Johnston, seconded by Mr. Orr, to accept the quote from Salt Lake Wholesale and approve the trade-in and purchase of firearms as outlined in Agenda Item No. 11(a) and 11(b). Upon roll call, those voting in favor were Johnston, Orr, Bray, Brown and Cooper.

- AGENDA ITEM NO. 12: Council was asked to accept the recommendations of staff and award the bid for one (1) 2016 Ford F550 truck with service body and crane to Cobalt Truck Equipment in the amount of \$144,850.00. Funds for the truck purchase are available in the Water Pollution Control (WPC) Department's Fiscal Year 2016 budget.
- MAINTENANCE SERVICE TRUCK BID-WPC

A motion was made by Mr. Orr, seconded by Mr. Cooper, to accept the recommendations of staff and award the bid for one (1) 2016 Ford F550 truck with service body and crane to Cobalt Truck Equipment in the amount of \$144,850.00.

In response to questions from Council, Jon Herrick, Water Pollution Control Superintendent, stated bid packages were sent to three dealers interested in bidding on the project but only one responsive bid was received. He noted the department needed a specialized truck which may have caused fewer bids to be submitted.

Mr. Orr's motion was voted upon at this time. Upon roll call, those voting in favor were Orr, Cooper, Bray, Brown and Johnston.

- AGENDA ITEM NO. 13: Council was asked to approve a Lease Agreement with Toshiba Financing to lease a Toshiba Copier/Printer for use at City Hall. The terms of the lease agreement are \$306.76 per month for 63 months.
- COPIER LEASE AGREEMENT-TOSHIBA FINANCING

RESOLUTION NO. 2016-2

A RESOLUTION OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, ADOPTING THE POCATELLO PUBLIC TRANSIT DEPARTMENT'S APPLICATION FOR FEDERAL AND/OR STATE FUNDING TO ASSIST IN PROVIDING COMMUNITY AND/OR HUMAN TRANSPORTATION SERVICES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Idaho Departments of Transportation and Public Transportation (ITD-PT), are to maintain compliance with federal requirements for future applications and/or subrecipients of Federal Transit Administration (FTA) funds; and

WHEREAS, the Council of the City of Pocatello and the Pocatello Regional Transit Department is aware of the provisions of the Federal Transit Administration (FTA) program fund and its requirement of each application made to the State of Idaho Transportation Department, Public Transportation for Federal and/or State funding; and

WHEREAS, pursuant to the requirements of the FTA, a Resolution adopted by the City's governing body is necessary in order to obtain the financial assistance and provide community and/or human transportation services;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

1. The City of Pocatello shall provide the required match for the project administration, operation, preventative maintenance, capital charges, and necessary insurance coverage as required under the agreement and all necessary local matches.
2. The City of Pocatello agrees to comply with all FTA and ITD-PT Program statutes, regulations, directives, certifications and assurances to carry out the project as described in the application(s).

3. That this Resolution becomes effective immediately upon passage.

RESOLVED this 30th day of January, 2016.

CITY OF POCA TELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk

Director of the Pocatello Transit Department:

David G. Hunt

WITNESS of Director's Signature

Printed Name: _____

Printed Name: _____

**CITY COUNCIL DECISION
ANNEXATION AND ZONING REQUEST**

APPLICANT: Pocatello Creek Development Company

REPRESENTATIVE: J. Mitchell Greer of Rocky Mountain Engineering & Surveying, Inc.

PROPERTY OWNER: Pocatello Creek Development Company

MAILING ADDRESS: c/o Ryan Satterfield, President, 2432 Andrew Street, Pocatello, ID 83201

LOCATION OF REQUEST: Approximately 14.44 acres of land extending the City corporate boundary east of Lois Lane, east of Crestview Park 1st Addition, to be known as Crestview Estates.

LEGAL DESCRIPTION: South ½ of Section 7, Township 6 South, Range 35 East, of the Boise Meridian, Bannock County, Idaho

NATURE OF REQUEST: Request to annex the above described parcel into the corporate boundary of the City and to designate said parcel as a Residential Low Density (RL) zoning district.

At a public hearing held December 9, 2015, the Planning and Zoning Commission heard testimony and later made findings of fact and drew conclusions therefrom based on the standards listed herein. The meeting was then opened for public hearing, at which time no public comment was received.

**PLANNING AND ZONING COMMISSION’S RECOMMENDATION
TO POCATELLO CITY COUNCIL**

Based upon the conclusions contained in the attached report, the Commission recommended approval of the request subject to the conditions outlined in the report.

ANNEXATION AND ZONING ORDINANCE STANDARDS FOR DECISION

1. Cities have the authority to annex land into a City which is reasonably necessary to assure the orderly development of the City pursuant to Idaho Code §50-222.
2. Development standards in residential zoning districts are contained in Table 17.03.240 of the Pocatello Municipal Code.
3. City of Pocatello Resolution No. 2006-02 provides for the developer of real property being annexed into the city limits to provide a water source sufficient to support the water needs of the development of said property, or to provide a cash payment of an amount sufficient to purchase a water source utilizing a formula determined by the City.

POCATELLO CITY COUNCIL FINDINGS OF FACT AND CONCLUSIONS

At its regularly-scheduled meeting held January 7, 2016, the City Council considered the record of this application and the recommendation of the Planning and Zoning Commission. Pocatello Creek Development Company's representative and City staff made presentations, two citizens made public comment and there were no written comments received by the Council. After discussion, the City Council adopted the Findings of Fact set out in the Commission's Report, subject to conditions recommended by the Planning and Zoning Commission, and with which City Planning and Development Services Staff concurred.

POCATELLO CITY COUNCIL DECISION

Based upon the above-named Findings of Fact and Conclusions, the Pocatello City Council hereby approves the annexation and zoning of approximately 14.4 acres extending the City limits east on an extension of Lois Lane, east of Crestview Park 1st Addition, described as the South ½ of Section 7, Township 6 South, Range 35 East, of the Boise Meridian, Bannock County, Idaho, and approves the zoning designation of said parcel as Residential Low Density (RL), subject to the following terms and conditions:

1. Pocatello Creek Development Company shall enter into an Annexation Agreement with the City of Pocatello.

2. Pursuant to the Pocatello City Council's Decision, dated February 5, 2015, recorded as Instrument Number 21501512, the requirements for the developer of real property being annexed into the city limits to provide a water source sufficient to support the water needs of the development of said property, or to provide a cash payment of an amount sufficient to purchase a water source is hereby waived.

3. Upon annexation the subject property shall be designated as a Residential Low density zoning district and the Comprehensive Plan Map designation shall be Residential.

Notice is hereby given that applicant has the right to challenge this Decision and request a regulatory taking analysis pursuant to Idaho Code Section 67-8003 within 28 days after this Decision.

ADOPTED this 4th day of February, 2016.

CITY OF POCATELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

3(e)

**CITY COUNCIL DECISION
FINAL SHORT PLAT APPROVAL
KJ'S SUBDIVISION**

Kristy Jensen, as an individual, the Developer and Owner, represented by Rocky Mountain Engineering and Surveying, LLC, submitted a request to subdivide 0.41 acres into a 3 lot subdivision, a re-plat of the South ½ of Lot 4, Block 1, Richland Townsite. Each lot will have access from McKinley and Poole Avenues. The property is located within a Residential Medium Density Single Family (RMS) zoning district.

The Planning and Zoning Commission (P&Z) reviewed the plat at its meeting held January 13, 2016, and thereafter recommended approval of the plat subject to a number of conditions. City staff also recommended approval of the plat subject to conditions.

This matter came before City Council at its regularly scheduled meeting on January 21, 2016, whereat the City Council approved the short plat for the subdivision and authorized City staff to sign the plat for the subdivision, subject to the following conditions:

1. All conditions on the Subdivision Application Staff Report dated January 21, 2016, attached hereto as Exhibit 1, and incorporated herein, shall be met.
2. All conditions set out in the Public Works Department Memorandum dated January 4, 2016, attached hereto as Exhibit 2, and incorporated herein, shall be met.
3. If applicable, the Covenants, Conditions and Restrictions (CCR's) shall be submitted to the City for review and approval by the Legal Department prior to recording.
4. All corrections noted by City Representatives on the plat shall be completed prior to recording of the final plat.
5. The plat shall conform to all State and local laws and ordinances.
6. All other standards and conditions of Municipal Code not herein addressed but applicable to the residential development shall apply.

Notice is hereby given that applicant has the right to challenge this Decision and request a regulatory taking analysis pursuant to Idaho Code Section 67-8003 within 28 days after this Decision.

DATED this 4th day of February, 2016.

CITY OF POCA TELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk

STATE OF IDAHO)
)
) ss:
)
County of Bannock)

On this _____ day of February, 2016, before me, the undersigned, a Notary Public for the State, personally appeared Brian C. Blad and Ruth E. Whitworth, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

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

(SEAL)

NOTARY PUBLIC FOR IDAHO
Residing in Pocatello
My commission expires: _____

**SUBDIVISION APPLICATION
PLANNING & DEVELOPMENT SERVICES
STAFF REPORT**

SUBDIVISION: K.J.'S SUBDIVISION
Replat of the South ½ of Lot 4, Block 1, Richland Townsite

MEETING DATE: January 21, 2016
APPLICANT/OWNER: Kristy Jensen
ENGINEER: Rocky Mountain Engineering and Surveying
OF LOTS: 3 residential lots
PUBLIC ACCESS: McKinley Avenue
ZONING: Residential Medium Density – Single Family
ASSIGNED STAFF: Terri Neu, Assistant Planner

RECOMMENDATION:

The Planning and Zoning Commission reviewed and recommended approval, subject to conditions, of the preliminary subdivision plat for this development on January 13, 2016.

RECOMMENDED CONDITIONS:

Staff recommends approval subject to the following conditions:

1. All Public Works and Fire Department comments contained in **Exhibit 1** shall apply.
2. All other standards or conditions required by Municipal Code not herein stated but applicable to the development shall apply.

GENERAL BACKGROUND:

Applicant and Request: Kristy Jensen (mailing address: 617 McKinley Avenue, Pocatello, ID 83201), represented by Rocky Mountain Engineering and Surveying (mailing address: 600 E. Oak Street, Pocatello, ID 83201), have submitted a short plat application to subdivide the subject property into 3 residential lots and is to be known as K.J.'s Subdivision.

Site Detail: The proposed subdivision is located at 617 McKinley Avenue. It consists of approximately 0.41 acres within the corporate boundaries of the City of Pocatello and is zoned Residential Medium Density Single Family (RMS). This designation requires a minimum lot size of 5,000 square feet for single family and 4,000 square feet per unit for townhomes in groups of two or more. The lots in the proposed subdivision measure 9,000.60, 4,344.12 and 4,350.12 square feet. The proposed lot sizes comply with the applicable minimum lot size standards for townhomes in groups of two or more.

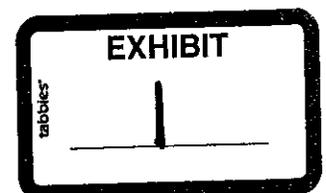
Right-of-Way Improvements: McKinley and Poole Avenues are fully developed rights of way.

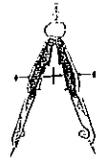
Storm Water: This is an infill development therefore the infrastructure is existing.

Utility Provider and City Department Notice: Utility providers and affected City Departments were provided notice of the proposed plat on December 22, 2015. No major concerns or issues were noted.

Public Works and Fire Department comments contained in **Exhibit 1** shall apply.

Exhibit 2 is the original Vista Villages Subdivision plat.





Memorandum

To: Terri Neu, Assistant Planner
From: Merrill Quayle P.E. Public Works/Development Engineer *MB*
Date: January 4, 2016
Re: KJ's Subdivision (P&Z 1-13-16 and City Council 1-21-16 Agenda)

The Public Works Department has reviewed the plat for the above mentioned project and submits that the following changes shall be made prior to beginning construction.

1. Plat

- a. Coordinate all plat correction through Mark Jensen, City of Pocatello City Surveyor for a more inclusive and comprehensive review preparatory to recording.
- b. Subdivision plat shall conform to all state and local laws and ordinances.
- c. The boundary of the subdivision shall be marked with 5/8" rebar and stamped 2" aluminum cap.
- d. Notes on the plat shall be approved by the City of Pocatello City Surveyor and Legal Department prior to recording.
- e. Clarify if there is any CCR's associated with this plat. If there are CCR's they need to be submitted for review by the City Legal Department.
- f. Provide adjoining property owners recorded deeds, a copy of all recorded easements and document(s) which grants the signatory to sign the plat on the behalf of the owner(s) to the City Surveyor for final review.
- g. The plat shall be black opaque ink, no gray scale or color.
- h. The plat shall be reproducible on an 8.5x11 sheet of paper per Bannock County instructions.

2. Infrastructure at the time of home construction

- a. It appears that Lots 2 and 3 will be shared for a town house, please clarify.
- b. Sewer service for Lots 2 and 3 will need to be placed at the time of home construction per City requirements.
- c. Water service lines for Lots 2 and 3 shall be taped off the mainline located in Poole Ave. Water meter box locations shall be within the Poole Ave. right-of-way. Contact Water Department for cost to install water services lines through the right-of-way.
- d. Asphalt patch back will meet City of Pocatello Standards.



**CITY COUNCIL DECISION
VISTA VILLAGES SUBDIVISION REPLAT**

Steve Ernst, of 114 Davis Drive, Pocatello, Idaho 83201, which is the Developer and Owner, represented by Rocky Mountain Engineering and Surveying, submitted a short plat application to subdivide 1.03 acres into 4 residential lots and is to be known as Vista Villages Subdivision Replat. Direct access will be available from Vista Drive and said lots are zoned Residential Medium Density Single Family (RMS).

The Planning and Zoning Commission (P&Z) reviewed the plat at its meeting held January 13, 2016, and thereafter recommended approval of the replat subject to a number of conditions. City staff also recommended approval with conditions.

The City Council hereby approves the Vista Villages Subdivision Replat of 1.03 acres into 4 residential lots, and authorizes City staff to sign the plat, subject to the following conditions.

1. All conditions on the Subdivision Application Staff Report dated January 21, 2016, attached hereto as Exhibit 1, and incorporated herein, shall be met.

2. All conditions set out in the Public Works Department Memorandum dated January 4, 2016, attached hereto as Exhibit 2, and incorporated herein, shall be met.

3. If applicable, the Covenants, Conditions and Restrictions (CCR's) shall be submitted to the City for review and approval by the Legal Department prior to recording

4. All corrections noted by City Representatives on the plat shall be completed prior to recording of the final plat.

5. The plat shall conform to all State and local laws and ordinances.

6. All other standards and conditions of Municipal Code not herein addressed but applicable to the residential development shall apply.

Notice is hereby given that applicant has the right to challenge this Decision and request a regulatory taking analysis pursuant to Idaho Code Section 67-8003 within 28 days after the date of this Decision.

DATED this 4th day of February, 2016.

CITY OF POCATELLO, a municipal corporation of Idaho

BRIAN C. BLAD, Mayor

**SUBDIVISION APPLICATION
PLANNING & DEVELOPMENT SERVICES
STAFF REPORT**

**SUBDIVISION: VISTA VILLAGES SUBDIVISION REPLAT
Replat of Lots 1 and 4, Block 1, Vista Villages Subdivision**

MEETING DATE: January 21, 2016
APPLICANT/OWNER: Steve Ernst
ENGINEER: Rocky Mountain Engineering and Surveying
OF LOTS: 4 residential lots
PUBLIC ACCESS: Vista Drive
ZONING: Residential Medium Density – Single Family
ASSIGNED STAFF: Terri Neu, Assistant Planner

RECOMMENDATION:

The Planning and Zoning Commission reviewed and recommended approval, subject to conditions, of the preliminary subdivision plat for this development on January 13, 2016.

RECOMMENDED CONDITIONS:

Staff recommends approval subject to the following conditions:

1. All Public Works comments contained in **Exhibit 1** shall apply.
2. All other standards or conditions required by Municipal Code not herein stated but applicable to the development shall apply.

GENERAL BACKGROUND:

Applicant and Request: Steve Ernst (mailing address: 114 Davis Drive, Pocatello, ID 83201), represented by Rocky Mountain Engineering and Surveying (mailing address: 600 E. Oak Street, Pocatello, ID 83201), have submitted a short plat application to subdivide the subject property into 4 residential lots and is to be known as Vista Villages Subdivision Replat.

Site Detail: The proposed subdivision is located on Vista Drive. It consists of approximately 1.03 acres within the corporate boundaries of the City of Pocatello and is zoned Residential Medium Density Single Family (RMS). This designation requires a minimum lot size of 5,000 square feet for single family. The lots in the proposed subdivision measure between 9,583 square feet to 12,632 square feet. The proposed lot sizes comply with the applicable minimum lot size standards for this zoning district.

Right-of-Way Improvements: Curb and gutter shall be placed along Vista Drive where it currently does not exist.

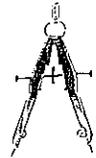
Storm Water: This is a partial re-plat and therefore is not required.

Utility Provider and City Department Notice: Utility providers and affected City Departments were provided notice of the proposed plat on December 11, 2015. No major concerns or issues were noted.

Public Works comments contained in **Exhibit 1** shall apply.

Exhibit 2 is the original Vista Villages Subdivision plat.





Memorandum

To: Terri Neu, Assistant Planner
From: Merrill Quayle P.E. Public Works/Development Engineer *MB*
Date: January 4, 2016
Re: Vista Villages Subdivision Replat (P&Z 1-13-16 and City Council 1-21-16 Agenda)

The Public Works Department has reviewed the plat and construction drawing for the above mentioned project and submits that the following changes shall be made prior to beginning construction.

1. Plat

- a. Coordinate all plat correction through Mark Jensen, City of Pocatello City Surveyor for a more inclusive and comprehensive review preparatory to recording.
- b. Subdivision plat shall conform to all state and local laws and ordinances.
- c. The boundary of the subdivision shall be marked with 5/8" rebar and stamped 2" aluminum cap.
- d. Notes on the plat shall be approved by the City of Pocatello City Surveyor and Legal Department prior to recording.
- e. Clarify if there is any CCR's associated with this plat. If there are CCR's they need to be submitted for review by the City Legal Department.
- f. Provide adjoining property owners recorded deeds, a copy of all recorded easements and document(s) which grants the signatory to sign the plat on the behalf of the owner(s) to the City Surveyor for final review.
- g. The plat shall be black opaque ink, no gray scale or color.
- h. The plat shall be reproducible on an 8.5x11 sheet of paper per Bannock County instructions.

2. Construction Plans/Infrastructure

- a. US Mail box units required and location approved by the Post Master and the City of Pocatello.
- b. Provide sewer service referencing from property pins on both side of the service
- c. Water service lines for lots shall be taped off the mainline located in Vista Drive. Water meter box locations shall be within the Vista Drive right-of-way. Contact Water Department for cost to install water services lines through the right-of-way.
- d. Curb and gutter to be placed along Vista Drive where it currently does not exist. Concrete requirements for this project shall meet the City of Pocatello Standards.
- e. Asphalt patch back will meet City of Pocatello Standards.



AGENDA

ITEM

NO. 6

#6

Collective Bargaining Agreement

Between the

International Association of Firefighters
Pocatello Firefighters Local #187



And the

City Of Pocatello



for the fiscal year

October 1, 2015 to September 30, 2016

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COLLECTIVE BARGAINING AGREEMENT

This Agreement entered into this _____ day of January 2016, by and between the City of Pocatello, hereinafter referred to as the "City", and Firefighters Local Union #187, an affiliate of the International Association of Firefighters AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 1 - PURPOSE AND WARRANTY OF AUTHORITY

Section A. The purposes of this agreement are to promote and improve the relations among the City, its employees, and the Union; to establish a formal understanding relative to all conditions of employment; and to provide the means of amicable and equitable adjustment of any and all differences or grievances which may arise, all of which the parties hereto believe and affirm will be to the welfare of the citizens of Pocatello, Idaho.

The primary function of the Fire Department is the protection of life and property, and due to the hazardous nature of the firefighter's duty, the most qualified individuals should be in each position. It is necessary for the public benefit that the Fire Department works as an integral unit in carrying out this function and that the service not be broken up into small, individual, separate and distinct divisions which act on their own; the entire department must be able to function as a unit.

Section B. The parties signing this Agreement on behalf of the City and the Union, respectively, declare they are executing this Agreement by authority granted from their respective bodies and pursuant to the obligations set forth in Idaho Code Section 44-1801 et seq.,

1 and are acting in good faith with the intent to bind the respective parties and fully perform the
2 Agreement.

3 **Section C.** It is also agreed that where there are clear differences in the wording and the
4 text of the Firefighters' Collective Bargaining Agreement, Pocatello Fire Department Standard
5 Operating Procedures, Fire Civil Service Rules, and the Personnel Policy Handbook, the
6 Firefighters' Collective Bargaining Agreement shall supersede. However, all parties at the time
7 of contracting should make every effort to point out differences so that the Firefighters'
8 Collective Bargaining Agreement, Fire Department Standard Operating Procedures, Fire Civil
9 Service Rules, and the Personnel Policy Handbook are not in conflict. The provisions of the
10 Personnel Policy Handbook will not be in effect until agreed upon by the Union.

11 **ARTICLE 2 - MANAGEMENT RIGHTS CLAUSE**

- 12 1. It is understood and agreed that the City possesses the sole right to operate the Fire
13 Department and that all management rights repose in it, but such right must be
14 exercised consistently with other provisions of this Contract. These rights include,
15 but are not limited to, the following: Discipline or discharge for just cause;
- 16 2. Direct the work force;
- 17 3. Determine the objective of the Fire Department;
- 18 4. Determine the methods, means, number of personnel needed to carry out the Fire
19 Department's objectives;
- 20 5. Introduce new or improved methods of facilities; and
- 21 6. To take whatever actions necessary to carry out the objective of the Fire Department
22 in situations of emergency.

1 To aid in the consistent and efficient operation of the Pocatello Fire Department, a
2 complete Book of Standard Operating Guidelines shall be maintained. A copy shall be kept at
3 each station, the Chief's office, Union and Civil Service. Proposed changes to working
4 conditions shall be agreed upon prior to implementation.

5 **ARTICLE 3 - UNION RECOGNITION**

6 The City recognizes, after a fully-conducted election held August 3, 1970, the above
7 named Firefighters Local Union #187 as being designated and selected by a majority of the
8 Firefighters of the City Fire Department for the purpose of negotiating wages, rates of pay,
9 working conditions, and all other terms and conditions of employment. The bargaining unit shall
10 include all those employees who are in the classifications set out in Schedule E of this
11 Agreement.

12 **ARTICLE 4 - UNION UNIFORM MONTHLY SERVICE CHARGE**

13 **Section A.** The Union shall request present and future bargaining unit members to pay to
14 the union a uniform monthly service charge. For Union members that service charge will
15 constitute that member's Union dues, fees, and assessments. The Union shall request each
16 bargaining unit employee to sign and submit to the city a written authorization authorizing the
17 deduction and remittance of this uniform monthly service charge from his/her wages/salary. Any
18 such authorization shall remain in effect until and unless revoked by the employee by giving
19 written notice of such revocation to the City.

20 **Section B.** In the event that during the term of this Agreement the provisions of Idaho
21 Code Sections 44-2001, et seq., are modified legislatively, judicially, or otherwise so as to allow
Collective Bargaining Agreement, approved by Council on January 21, 2016 : Page 5

1 the imposition of a mandatory uniform monthly service charge as a condition of employment or
2 continuation of employment, the Union and the City shall, at the Unions request, immediately
3 meet and negotiate a replacement Article 4 requiring same.

4 **Section C.** The City agrees to deduct the amount legally deductible for uniform monthly
5 service charges, in amounts specified by the authorized officer of the Union, from the pay of
6 bargaining unit employees upon written authorization from the employee. The City further
7 agrees to remit those amounts monthly to the Secretary-Treasurer of the Union by the 15th of the
8 following month.

9 **ARTICLE 5 - UNION BUSINESS**

10 Time off with pay shall be granted to members in the following manner. The Union
11 Negotiating and/or Grievance Committees while in actual negotiations (meetings shall be
12 scheduled as equally as possible between the three platoons at the convenience of both parties) or
13 handling of grievance problems with management. P.F.F.I. or required meetings, when meetings
14 fall on his/her scheduled work shift. Two personnel per shift will be guaranteed time off for the
15 spring and fall P.F.F.I. conventions. Requests for time off for union business for meetings other
16 than the spring and fall P.F.F.I. conventions will be granted for one employee per shift for three
17 additional union functions; other requests will be considered as travel requests and granted
18 following the Union Contract and minimum manning guidelines.

19 **ARTICLE 6 - DISCRIMINATION**

20 **Section A.** The City and the Union agree to provide equal opportunity to all employees
21 and applicants for employment without regard to race, color, religion, gender, sexual orientation,
Collective Bargaining Agreement, approved by Council on January 21, 2016 : Page 6

1 gender identity, national origin, age, physical or mental disability, veteran's status or other bases
2 protected by law and to base all employment decision solely on merit, qualification, and
3 competence. To this end, the City and Union agree that there will be no discrimination against
4 any applicant or employee because of race, color, religion, gender, sexual orientation, gender
5 identity, national origin, age, disability, veterans status or other bases protected by law. The City
6 of Pocatello Personnel Policy, rather than the grievance procedure outlined in Article 27, shall be
7 utilized for complaints of this nature.

8 **Section B.** All members are expected to conduct themselves in support of the spirit
9 of this policy and to ensure the work environment is free from intimidation and illegal
10 harassment. Hiring, promotions, salary adjustments, on-the-job training, and other decisions
11 affecting terms and conditions of employment depend solely on merit, qualifications, and
12 competence.

13 **Section C.** It is recognized that the City must comply with the statutory provisions of the
14 Americans with Disabilities Act (ADA) and the Age Discrimination in Employment Act
15 (ADEA). However, in complying with the provisions of the ADA or ADEA, the City agrees not
16 to violate any federal or state statutes, local ordinances, or the terms of this collective bargaining
17 agreement or memorandum of understanding.

18 Should the City desire to change any current policy or practice in order to comply with
19 the provisions of ADA or ADEA, the City will present the Union appropriate legal memoranda
20 and supporting legal documentation stating the basis necessitating the change in a current
21 practice or policy.

1 **ARTICLE 7 - NO STRIKE**

2 During the term of this Agreement, no firefighter shall strike or recognize a picket line of
3 any labor organization while in the performance of his/her official duties. The parties agree to
4 abide by Idaho Code Section 44-1811.

5 **ARTICLE 8 - REGULAR WORK WEEK**

6 The regular work week for each employee is one twenty-four (24) hour period every
7 other day for five (5) days, followed by four (4) consecutive twenty-four (24) hour days off,
8 consisting of 72 hours actually worked in every nine (9) day period, or a 2912 hour work year,
9 except for the 40 hour per week employees. FLSA requirements are in effect and the workweek
10 for each employee is based on seventy-two (72) hours actually worked in each nine (9) day
11 period established by the City, except for the 40 hour per week employees.

12 The FLSA nine (9) day work period begins on the following dates for fiscal year 2016:
13 Platoon A is September 23, 2015; Platoon B is September 26, 2015; and Platoon C is September
14 30, 2015.

15 It shall be the Fire Chief's prerogative to transfer any person temporarily from the
16 Training or Fire Prevention Division sector to a fire combat status as long as it does not disrupt
17 the regular crew of the apparatus or platoon, thus maintaining the step-up procedure.

18 It is further agreed that when circumstances in the opinion of the Fire Chief warrant, a
19 forty (40) hour employee may have his/her normal 8:00 a.m. to 5:00 p.m. work period changed
20 through regular scheduling.

1 **ARTICLE 9 - BASE PAY**

2 **Section A.** Employees shall receive base pay in accordance with Schedule A of this
3 Agreement. Employees advancing in rank shall not have their pay decreased.

4 **Section B.** Employees not working due to a condition covered under the State Workers
5 Compensation will continue to receive their full salary.

6 **Section C.** Employees shall participate in mandatory direct payroll deposit. This plan
7 shall make the employee's deposit available no later than the normal pay date. Paycheck stubs
8 will accurately itemize and display income, insofar as there is sufficient space on the existing
9 stub forms.

10 **ARTICLE 10 - LONGEVITY PAY AND BILINGUAL INCENTIVE**
11 **PROGRAM**

12 **Section A.** Every employee, who during the budget year completes five (5) years of
13 service, shall receive longevity pay. The following formula will be used to calculate longevity
14 pay: $.005 \times \$2183.15 \times \text{years of service}$. The "\$2,183.15" is an index number that shall be
15 adjusted by such cost of living increases as are approved by the City Council. Such longevity
16 pay will be effective the first pay period of fiscal year 2016.

17 **Section B.** In addition to any longevity pay provided in Section A above, paramedics
18 shall be paid a percent of base pay per year of service as a paramedic according to Schedule F:
19 1% after 2 years, 2% after 4 years, thereafter an additional 1% per year up to a maximum of
20 13%. (See Schedule B.)

1 combine overtime pay and compensatory time in the same pay period. When an employee is
2 discharged, resigns, or retires, he/she shall receive pay in lieu of accrued comp-time per the
3 following formula: $\text{Base pay}/2080 = \text{hourly rate} \times \text{number of accrued hours}$.

4 **Section C.** Any employee who is called back to work from off duty shall be paid at least
5 two hours minimum at the employee's overtime rate. This shall also include schooling and
6 training if an employee is assigned to attend. However, if school or training is made available to
7 personnel by bulletin and all tuition, travel expense, per diem and lodging expenses are assumed
8 by the City, then no other overtime as required herein shall be paid. Call back and overtime
9 work shall be distributed equally to employees when at all feasible.

10 **Section D.** The positions of "*Day Captains*" shall receive special assignment pay equal
11 to 9.2% of their base pay

12 **Section E.** If off duty, employees will receive extra duty compensation for attending
13 court proceedings if they receive a subpoena. The reason for the subpoena must be directly
14 related to on-duty actions or observations.

15 **Section F.** Any employee who is assigned to work, as the Captain in charge of Station
16 Four, shall be paid an additional \$0.50 per hour special assignment pay.

17 **Section G.** Any employee who is detailed out on contracted work including too but not
18 limited to Department of Lands, U.S. Forest Service, BLM, State of Idaho... shall be
19 compensated Portal to Portal.

1 **ARTICLE 13 - WORKING OUT OF CLASSIFICATION (WOOC)**

2 **Section A.** Qualified Firefighters, Driver/Operators, Paramedics and Captains shall
3 become eligible for additional compensation when working above his/her normal classification
4 as follows:

- 5 1. Firefighter qualified to work on the ambulance; 0.41% of Base pay (paid biweekly).
- 6 2. Firefighter qualified to step-up to Driver/Operator and work on the ambulance; 2.24%
7 of Driver/Operator's Base pay (paid biweekly).
- 8 3. Driver/Operator qualified to step-up to Captain; 2.94% of Captain's Base pay (paid
9 biweekly).
- 10 4. WOOC Paramedics and Captains shall be paid at the pay rate for the position worked.
- 11 5. Firefighters or Driver/Operators certified to work the position of paramedic with
12 Pocatello Fire Department shall be paid at the pay rate for the paramedic position
13 worked.

14 Any firefighters called in should work at the position of their rank, if possible.

15 Any firefighter assigned to a lower rank shall be paid at the rate applicable to his/her own level.

16 Driver/Operators and Firefighters will not be qualified for WOOC pay until certifying with the
17 Department's Step up certification program as agreed upon between the Fire Chief and the
18 Union. If it is necessary to temporarily transfer an officer into a regular crew, that officer shall
19 not be placed in a position which he/she has not qualified for in the past under Article 22 of the
20 Firefighters Collective Bargaining Agreement, except as specified below. Such temporary
21 assignment shall not be for a period of more than ninety (90) days without the mutual agreement
22 to such assignment of the Union.

1 **Section B.** Personnel requesting to join Hazmat Regional Response Team 6 shall do so
2 in compliance with the most current SOG Hazmat Technician Certification. The number of team
3 members will be determined by the Fire Chief based on the needs as identified by the Battalion
4 Chief over Hazmat. Firefighters who are qualified to the hazardous materials technician level as
5 defined in the most current SOG shall become eligible for compensation of \$10.00 per hour in
6 addition to their regular or overtime pay when the response is approved by the State Bureau of
7 Homeland Security and the City will be reimbursed by the State Bureau of Homeland Security.
8 The \$10.00 per hour compensation clause above may be unilaterally terminated by the City upon
9 notice by the State of Idaho that reimbursement will not be made to the City. Such termination
10 will be effective upon the date and time of notice to the Union, but any work already performed
11 shall be paid.

12 **Section C.** Personnel requesting to join the Idaho Technical Response Team (ITRT) 3A
13 shall do so in compliance with the most current SOG – Rescue Technician Certification. The
14 number of team members will be determined by the Fire Chief based on the needs as identified
15 by the Battalion Chief over ITRT.

16 **Section D.** Personnel requested to become Airport Rescue and Firefighting (ARFF)
17 certified shall do so in compliance with the most current SOG – ARFF Certification. The
18 number of ARFF certified members will be determined by the Fire Chief based upon the needs
19 as identified by the Battalion Chief over ARFF.

1 ARTICLE 14 - CLOTHING ALLOWANCE

2 Uniform standards are established by management. Changes in uniform policy that are
3 shown to result in costs which exceed the member's current clothing allowance shall be
4 negotiated. Each 24-hour shift employee required to be in uniform shall receive a clothing
5 allowance of \$29.07 per pay period. Each day-shift employee required to be in uniform shall
6 receive a clothing allowance of \$36.73 per pay period. The foregoing clothing allowances shall
7 be adjusted on an annual basis beginning with fiscal year 2014 by such cost of living allowances
8 as are approved by the City and the union.

9 New hires shall be reimbursed for uniforms that they purchase at the onset of their
10 employment to include the following:

- 11 4 pairs of trousers – either station or EMS style;
- 12 1 Long Sleeve Class B uniform shirt (cost of patches included);
- 13 1 Short Sleeve Class B shirt (cost of patches included);
- 14 1 Class B badge and nameplate;
- 15 6 Class D Long or Short Sleeve shirts (cost of screen printing included);
- 16 1 Sweat Shirt (cost of screen printing included);
- 17 1 Coat 5.11 Tactical Wear 3 in 1 style, or equivalent.

18 All protective clothing or protective devices required of any employee in the
19 performance of his/her duties shall be furnished to him/her by the City. All protective clothing
20 and safety equipment required by applicable federal or state regulations shall be paid by the City.

21 Any additional clothing requirements or personal equipment required by the City but
22 purchased by the employee must be approved by the Union.

1 obtained from the Fire Chief or Division Chief for more than three employees to be on vacation
2 from any one platoon.

3 **Section F.** Each employee in the bargaining unit will receive two (2) Kelly days per
4 year in addition to vacation, subject to Section E above. These forty eight (48) hours for those
5 on a seventy-two (72) hour FLSA period or these sixteen (16) hours for those who work forty
6 (40) hours per week will be subject to the same limitations and provisions as vacation days and
7 count toward the fifty (50) working days or twenty-five (25) shifts accumulation set out in
8 Article 16, Section D, above.

9 **Section G.** Vacation, Kelly days, and compensatory time may accumulate to the
10 maximum amount referred to in Article 16, Section D and Article 12, Section B except if an
11 employee is unable to use vacation, Kelly days, or compensatory time due to illness, injuries,
12 training schools, or similar situations whether on sick leave or worker's compensation and unable
13 to reschedule the same. If an employee is at maximum accumulation and illness, injury, training
14 school, or similar situations occur, preventing the employee from taking vacation, Kelly days, or
15 compensatory time, the vacation, Kelly days, or compensatory time will be carried over to be
16 used the following year or will be cashed out at the established rate if the employee is unable to
17 reschedule the same. If the employee does not return to work after this injury or illness, all
18 accumulated vacation time will be paid at the established rate (Article 16, Section C).

19 **ARTICLE 17 - ACCUMULATION OF SICK LEAVE**

20 **Section A.** Sick leave will accumulate at the rate of 5.539 hours per pay period for 72-
21 hour work period employees and 3.693 hours per pay period for 40-hour work week employees.

1 Sick leave may be taken only in one hour increments. The verification of a member's illness by
2 a physician or other compelling evidence may be required for any illness involving more than
3 two (2) consecutive shifts of work for 72-hour employees at the discretion of the Fire Chief or in
4 accordance with the Family Medical Leave Act.

5 **Section B.** Any employee, upon retirement from employment with the City, shall
6 receive pay for accumulated sick leave at the rate of 20% for the first 600 hours (shift)/400 hours
7 (day) of accumulated sick leave, 30% for the second 600 hours (shift)/400 hours (day), and 40%
8 for all remaining hours. Receipt of such sick pay is contingent upon the retiree first submitting a
9 written notice of retirement to Human Resources no later than April 1. Such sick leave payment
10 will be available after retirement at any time after October 1, upon written request.

11 Formula for Calculation of Amount:

12 Base pay + Longevity x 26 = annual salary.

13 Shift employees: Annual salary/2912 = hourly rate

14 Day employees: Annual salary/2080 = hourly rate

15 20% of 600/400 hours x hourly pay =

16 30% of 600/400 hours x hourly pay =

17 40% of balance x hourly pay =

18 Total _____ x 1.0765=

19 AMOUNT DUE = \$

20

21 • The 1.0765 calculation will only apply to monies put into the WSCFF MERP

- Any change in IRS law affecting this plan will act as an opener for this Article only.

ARTICLE 18 - MEDICAL COVERAGE PROGRAM- October 2015-

September 30, 2016

Section A. The Union agrees to the negotiated Blue Cross PPO plan. The City agrees to pay a share of medical premiums for employees covered by the plan as follows:

- 94.0% for employee only
- 93.0% for employee plus one
- 92.0% for employee plus family

On the first payroll of fiscal year 2014, shall submit for deposit \$2000.00 into the individual VEBA health reimbursement accounts of those employees covered by the medical insurance plan. The City will offer a vision program at the employees' expense.

Section B. The City will provide "Delta Dental Low" coverage for all employees. The City will also pay approximately one half of the premium, if the employee elects dependent coverage and the employee pays the balance of the premium for this coverage. The employee may also elect to pay the additional premium to upgrade coverage to "Delta Dental High" at his/her own expense.

Section C. The City will provide a medical coverage program, equivalent to the current employee program (excluding the dental plan), for retirees and their dependents as follows;

- (a). Retirees and their dependents will be eligible to join this program at the end of the eighteen (18) month C.O.B.R.A. period.

1 (b). Retirees will be required to pay for the program premiums.

2 (c). This coverage terminates when the retiree becomes eligible for Medicare.

3 **Section D.** The City will make available, at no cost to the employee, medical tests
4 including Blood Chemistry, CBC, Cardiac Profile, Prostate-Specific Antigen, Occult Blood,
5 Thyroid (T-4). These tests will be made available at the Annual City Health Fair or another
6 program organized by the City.

7 ***COMMENCING ON OCTOBER 1, 2016 THE FOLLOWING WILL BE ARTICLE 18***

8 **Section A.** The City agrees to pay medical premiums for employees covered by the
9 Northwest Fire Fighters Benefits Trust, premiums shall be paid into the Northwest Fire Fighters
10 Benefits Trust.

11 On the first payroll of each fiscal year, the City shall submit for deposit \$2000.00 into the
12 individual VEBA health reimbursement accounts for all members.

13 **Section B.** All Savings incurred by the City of Pocatello above twenty five thousand
14 (\$25,000.00) received by members being the NWWFT, shall be divided equally amongst the
15 members and deposited in the individuals VEBA accounts.

16 **Section C.** The City will provide “Delta Dental Low” coverage for all employees. The
17 City will also pay approximately one half of the premium, if the employee elects dependent
18 coverage and the employee pays the balance of the premium for this coverage. The employee
19 may also elect to pay the additional premium to upgrade coverage to “Delta Dental High” at
20 his/her own expense.

1 **Section D.** Should at any time the NWWFT Cost become greater than they would be if
2 Members were covered under the current Medical Coverage offered to other city employees the
3 contract will be opened to negotiate such impact.

4 **ARTICLE 19 - PHYSICAL TRAINING, RECREATION, AND**
5 **EDUCATION**

6 **Section A.** The City shall issue a \$1500.00 check to the Union during the first pay period
7 in October for physical training and recreation.

8 **Section B.** Members are eligible to participate in the City's Educational Program with
9 the following conditions:

10 Qualifications: Full-time employment for a period of at least one full year prior to
11 commencement of classes and no educational funding from other sources (Veteran's benefits
12 scholarships, etc.). A maximum of \$3,000 per year is allowable for courses and books required
13 for an undergraduate degree, courses and books required for a certification, or courses and books
14 related to a member's current job. A maximum of \$5,000 per year is allowable for courses and
15 books required for an advanced degree.

16 Reimbursement is subject to departmental pre-approval, to the employee's receiving a
17 grade of "Pass" or "C" or better for vocational or undergraduate classes, or "Pass" or "B" or
18 better for graduate study. A copy of the transcript must be filed with Human Resources
19 following completion of the course(s) and will become a part of the employee's permanent
20 personnel file.

1 **ARTICLE 20 - STAFFING POLICY**

2 The Chief of the Department, as an administrative procedure, shall establish staffing
3 requirements. The City agrees to maintain current bargaining unit staffing levels during the term
4 of this contract, but if Bannock County fails to contract with the City of Pocatello for ambulance
5 service, this contract will be open for negotiation of bargaining unit staffing levels.

6 A representative from the union will have a seat in the process of hiring new Fire
7 Department employees who are covered by this Collective Bargaining Agreement and Assistant
8 Chiefs. Such union representative will participate in the interviews, the post interview
9 discussions and will have the right to express his/her opinions about the applicants. The union
10 recognizes that the Fire Chief or designee is solely vested with the authority to make all hiring
11 decisions.

12 In addition, a representative from the union will have a seat in the committee appointed
13 by the Mayor for the purpose of making recommendations to the Mayor for the selection and
14 hiring of new Fire Chiefs.

15 **ARTICLE 21 - SHIFT CHANGE**

16 Upon approval of the Battalion Chief, any employee will have the right to exchange
17 shifts or trade with any other employee. The practice of exchanging shifts or trading time will be
18 a voluntary program by the employees in order to permit an employee to absent himself/herself
19 from work to attend to purely personal pursuits.

1 or the first person on the Captain's eligible register. However, those on the
2 eligible register may choose to decline the position of Fire Prevention Captain
3 without losing their position on the register. In that event, the promotion will be
4 offered to the next eligible candidate on the list. In any event, those who choose
5 to accept the promotion to the position of Fire Prevention Captain shall make a
6 commitment to remain in that position for a minimum of two (2) consecutive
7 years.

8 c. Fifteen (15) Driver Operators.

9 2. In order to be promoted to the positions above a candidate must attain the greatest
10 number of points, among those meeting all promotional eligibility requirements at the
11 time the vacancy occurs. Battalion Chief promotional will be made with only B and
12 D of the following formula.

13 **Points are to be determined from the following:**

- 14 A. Written examination100 points (approximately)
- 15 B. Staff interview50 points
- 16 C. Assessment Lab..... 475 points (approximately)
- 17 D. Department Seniority.....1 point for each complete year of service as
18 of the test date.

19
20 3. Eligibility Requirements pertaining to years of service, either in grade and/or with the
21 Pocatello Fire Department, are as follows: (at the time of promotion)

For promotion to:	Eligibility Requirements
DRIVER OPERATOR.....	A firefighter 1st class who has completed three (3) years in the department.
CAPTAIN.....	Any employee in the classified Service who has eight (8) years of classified service.
BATTALIAN CHIEF	Any employee in the classified Service who has twelve (12) years of classified service.

1 **Section C.** ELIGIBLE REGISTER:

2 1. Definition. An eligible register for promotions is a list of applicants who have
3 successfully completed the promotional exam. An eligibility register will be
4 established by Human Resources after each promotional process is complete, and
5 total points have been determined. The eligible register shall continue to be a bona
6 fide register until all applicants from the register have been promoted, or for two
7 years, whichever occurs first.

8 2. Examinations to develop an eligibility roster shall be given in March of even
9 numbered years, or when the eligibility roster has been exhausted if sooner. All
10 employees who meet, or will meet the eligibility requirements listed in Section B-3
11 for at least one year during this two year period will be eligible for the exam. At least
12 forty-five (45) calendar days prior to the examination, the staff will post in all fire
13 stations, a list of the source of material from which the written examinations are
14 taken. The criteria used in assessing points in the Staff Interview will be posted prior
15 to the interviews. The promotional exam must consist of a written examination and
16 may be supplemented with a practical examination at the discretion of the Fire Chief.

1 All applicants for promotional examination must be given the examination at the
2 same time. Only those applicants that participate in all parts of the promotional exam
3 will be eligible for promotion.

4 3. The order in which applicants appear on the eligible register shall be determined by
5 the total points attained from the written exam, staff interview, seniority points, and
6 the assessment lab. The applicant having the highest number of points shall be first on
7 the list. Seniority will be used to break ties with the person with more seniority being
8 placed higher on the list. The eligible register, will also list the employees eligibility
9 date. When a vacancy occurs, the Civil Service Commission will certify the top three
10 (3) names on the eligible register to the Fire Chief. The Fire Chief will choose for
11 promotion the person with the highest amount of points (Idaho Code 50-1605), who is
12 eligible for promotion on the date the vacancy occurred. If a person is not eligible at
13 the time of the vacancy, they will maintain their position on the list but will be passed
14 over for that promotion.

15 4. If a qualification program has been adopted by the department and agreed to by the
16 union, each candidate must meet the requirements under that program. Candidates
17 who do not meet those requirements will maintain their ranking on the list but will be
18 passed over for promotion until they are certified and another vacancy occurs.

19 5. Once the eligible register is completed, all promotions will be made the day the
20 vacancy occurs. If a vacancy occurs and the eligible register has expired, a valid
21 register will be developed according to Article 22 Section C. Once a valid register has
22 been developed, the promotion and the eligibility requirements will be retroactive to

1 the day the vacancy occurred. Each person promoted will serve on a probationary
2 status for a period of one (1) year.

3 **Section D.** PREPARATION OF EXAM:

4 1. In preparing questions to be used in an examination, the Human Resources staff shall
5 consult with the head of the department or his/her responsible subordinates and with
6 specially qualified persons or experts outside the Classified Service concerning the
7 duties of a position to be filled, the qualifications to be required of the applicants
8 thereof, the data upon which questions may be based; provided, however, he/she shall
9 not consult with any person participating in that particular examination. Prior to the
10 giving of an examination, all questions intended for use shall be in the exclusive
11 possession and control of the Human Resources Office, which shall be held strictly
12 responsible and accountable to the Commission for the secrecy thereof. If an outside
13 testing vendor is used for the written examination, administration of the examination,
14 including but not limited to question preparation, scoring, inspection of examination
15 papers, will be in accordance with the testing vendor's policies and practices.

16 (a) Examinations shall be held in the presence of one or more duly authorized
17 representatives of the Civil Service Commission.

18 (b) At the direction of the Examiner, time limits may be used in examinations. If
19 time limits are used, they shall be fixed by the Examiner who shall advise the
20 applicants at the time of assembling, and during examination give proper
21 notice of elapsed time and time remaining.

1 (c) Writing paper furnished by the Examiner shall be used exclusively by the
2 applicants. Unless otherwise specified in the announcement, pencils or other
3 necessary instruments will be furnished by Personnel Services. Mechanical or
4 electronic aids may be allowed at the discretion of the Commission.

5 (d) Books of reference or data of any kind shall not be used during any
6 examination, unless otherwise provided for in the announcement of the
7 examination.

8 (e) Written tests shall be done with pencil, indelible pencil, or ink as may be
9 prescribed by the examiner.

10 (f) All papers pertaining to a given test shall be distributed at the same time.

11 (g) Individual explanation to applicants shall be prohibited.

12 (h) Communication between applicants shall be prohibited.

13 (i) Applicants shall not leave the examination room without permission from the
14 duly authorized representative of the Commission.

15 (j) All examination papers shall be picked up upon the expiration of the time limit
16 set, if a time limit is used.

17 (k) Should an applicant withdraw from an examination, he/she shall turn in all
18 papers which he/she has received.

1 (l) In case of irregularity in an examination, the Examiner shall make a written
2 report thereof to the Commission and such report shall be filed with the
3 working papers of the examination. The Fire Chief and Union are to be
4 notified.

5 (m) Unnecessary conversation between examining personnel will be prohibited.

6 2. Scoring - Examination. The written portion of the examination shall be evaluated on a
7 percentage basis, each percentage point to be worth one (1) numerical point. The
8 percentage of correct answers shall be converted to numerical points. The written
9 score, the staff interview points, assessment lab score, and seniority points are
10 combined to form a total score.

11 3. Inspection of Examination Papers. Each applicant will be advised of his/her
12 examination and rating scores. The candidate will be permitted to inspect his/her own
13 written exam answer sheet in Human Resources under proper supervision. Written
14 examination papers shall be at all times in the charge of the Human Resources Office
15 and none of the papers shall be taken from Human Resources. Only the written portion
16 of the examination will be available for review by the candidate. The scores derived
17 from the assessment lab and Chief's interview will be discussed with each candidate in
18 a post-examination interview to be conducted by the Chief within thirty (30) working
19 days of the completion of the assessment lab. The purpose of this interview will be to
20 show the individual his/her areas of strengths and weaknesses. The records of an
21 examination are working papers and not public documents.

1 4. Protest on Manifest Errors in Grading. Request for review of the grading must be filed
2 with the Civil Service Commission, in writing, within ten (10) calendar days of the
3 date when the notice as to the standing of the applicant is sent out. No change in rating
4 will be made except for a manifest error in grading. The Civil Service Commission
5 shall have the power to correct any error and amend or revoke any schedule, list or
6 other paper or record where it appears that an error or injustice has been done. After an
7 eligible list has been so corrected, amended or revoked, notice shall be given to all
8 persons whose standings upon such list may be affected by the alterations. The reasons
9 for every such action shall be recorded in full in the minutes of the Civil Service
10 Commission.

11 5. Examination Papers Kept for Two Years. Examination papers of all applicants in any
12 examination shall be preserved for a period of two (2) years from the date of the
13 certification of the eligible register. Such examination papers shall be disposed of at
14 the discretion and by the direction of Human Resources. Any attempt on the part of an
15 applicant (either by himself or through others with his/her knowledge) to influence or
16 induce any examiner or employee thereof, to give applicant an undue advantage or to
17 accord a special rating on an examination, shall be cause for the rejection of the
18 applicant.

19 Section E. Assessment Lab: The assessment lab will be designed around the individual
20 position to be filled. The material shall pertain to the actual duties and responsibilities as well as
21 test for abilities in leadership, written and oral communications, problem solving, organization
22 and planning, interpersonal skills and other pertinent areas. There will be no take-home written

1 assignments; however, preparation for an oral presentation may be done at home using a variety
2 of visual aid. If an outside testing vendor is used for the assessment lab, development, content,
3 administration, and preparation will be in accordance with the testing vendor's policies and
4 practices.

5 **Section F.** FIREFIGHTER AND PARAMEDIC REQUIREMENTS:

6 Appointment to the following positions does not require an examination. Movement from
7 probationary to 2nd class firefighter and from 2nd class to 1st class firefighter does not constitute
8 a promotion. There is no probationary period for 2nd and 1st class firefighters.

9 CLASSIFICATION
10 Firefighter 2nd Class
11 Firefighter 1st Class
12 Firefighter Paramedic
13

14 Appointment to positions listed above shall fall within the Fire Chief's discretion.
15 Eligibility standards are listed below.

16 Firefighter 2nd Class: A probationary firefighter shall be eligible to move to 2nd
17 class firefighter upon satisfactory completion of one (1) year service as a Probationary
18 Firefighter and satisfactory completion of probationary requirements by written approval of the
19 Fire Chief.

20 Firefighter 1st Class: 2nd class firefighter shall be eligible to move to 1st class
21 firefighter upon completion of one (1) year service as 2nd Class and satisfactory completion of
22 2nd class requirements and receipt of written approval of the Fire Chief.

1 Firefighter Paramedic: Candidates for paramedic training shall be selected by the
2 Fire Chief. Preference shall be given, over lower classifications, to candidates who have finished
3 their 1st class Firefighter outlines. Final appointment shall be contingent upon compliance with
4 the State Board of Medicine requirements. Those who choose to accept the training of
5 paramedic shall make a commitment to remain in that position for a minimum of two (2)
6 consecutive years upon appointment to the position.

7 Fire Inspector Day Position: When a vacancy exists or an additional Fire Inspector
8 position is created, appointment to this position shall first be offered to current bargaining unit
9 members who have attained the rank of FF 1st Class and above. If no current bargaining unit
10 member applies for the position the Chief may fill the position at his discretion, either from the
11 civil service list or by open applications. If there is a reduction in the number of Fire Inspector
12 positions only those hired from the civil service list can be reassigned to a line position.

13 **Section G.** REDUCTION IN RANK

14 1. Disciplinary reduction: A member may be reduced in rank per the disciplinary
15 procedures. When so reduced, the individual will be reduced in rank available as a result of the
16 reduction determined by the disciplinary action.

17 2. Reduction in Work Force: A reduction in staffing due to an involuntary force
18 reduction.

19 a. The last person promoted shall be returned to the rank and seniority held before
20 seniority held before promotion.

21 b. The person so reduced in rank shall be the first to be reappointed to the higher
22 position before another person below in the promotion register from which the

1 promotion occurred or from a promotion register established subsequent thereto.

2
3 **Section H.** Voluntary Reduction in Rank

4 1. A member who chooses to take a voluntary reduction, and has held the position fewer
5 than 120 days, will be allowed to return to previously held rank, and future promotions will
6 require participation in competitive promotion process.

7 2. A member chooses to take a voluntary demotion and has held the position for 120
8 days or more, will be allowed to return to highest attained rank which is currently vacant, or will
9 be vacated by the voluntary demotion. Any future promotions will require participation in the
10 competitive promotion process.

11 a. If available rank is below the highest rank attained, then the member shall be the
12 first to be reappointed to the higher position before another member below on the
13 promotion register from which promotion occurred from a promotion register
14 established subsequent thereto.

15
16 **Section I.** TEMPORARY APPOINTMENTS

17 Temporary appointments shall be made according to Article 20 (Working Out of
18 Classification), Collective Bargaining Agreement. Temporary appointments shall be made from
19 the next lower classification of the same division when possible.

20 **Section J.** WORK ASSIGNMENT

1 **ARTICLE 24 - LAYOFF AND RECALL**

2 Layoff is defined as any involuntary separation from employment not involving
3 delinquency, misconduct or inefficiency. Whenever for lack of work, funds, change in
4 organizational structure, or other compelling reason it becomes necessary to reduce the number
5 of employees within the Fire and/or Ambulance Service, the following regulations shall apply:

- 6 1. The person last hired shall be laid off first.
- 7 2. The Fire Chief shall immediately notify the Civil Service Commission, in writing, of
8 said layoff, giving the names of those laid off, the date of appointment and the reason
9 for the reduction in force.
- 10 3. The names of those so laid off shall be entered on an appropriate recall register in
11 inverse order of their lay off.
- 12 4. When it is desired to again increase the number of officers or employees, the Civil
13 Service Commission shall certify all those laid off in the order their names appear on
14 the recall register. A person so certified, who declines, or who after 10 weekdays'
15 notice (Monday through Friday) has failed to accept recall, shall be considered
16 permanently separated from the Fire and/or Ambulance Service.
- 17 5. Recalls herein are subject to such medical examination and other conditions
18 consistent with these rules, as the Civil Service Commission deems necessary.
19 Temporary medical disabilities (broken bone, short-term illness) shall not result in
20 loss of recall rights.

1 Bargaining Agreement. In the event the member does not invoke the procedures of the Civil
2 Service Commission as outlined in SOG 5019, such member may invoke the grievance
3 procedures of this Collective Bargaining Agreement.

4 **Section A.** Labor disputes or differences arising between the City and the Union and the
5 employee, including differences or disputes as to the meaning, application or operation of any
6 provision of this Agreement shall be settled in the manner herein provided. For the purposes of
7 this Article, such a dispute or difference shall be referred to as a grievance. It is further agreed
8 between the parties that the Standard Operating Procedures of the Fire Department and the Civil
9 Service Rules are subject to the grievance procedure set forth herein.

10 **Section B.** Any employee who has a grievance concerning interpretation of this
11 Agreement shall notify in writing the shop steward within thirty (30) calendar days from the date
12 of the grievance. The shop steward will either resolve the grievance or notify the Union
13 Grievance Committee, herein referred to as the Union, within thirty (30) calendar days of receipt
14 of the grievance, and they shall determine if a grievance exists. If in their opinion no grievance
15 exists, no further action is necessary.

16 **Section C.** If in the opinion of the Union, a grievance exists, it shall notify the Fire
17 Chief, in writing, within thirty (30) calendar days. If the Union and the Fire Chief fail to reach
18 an agreement within thirty (30) calendar days, they shall notify the Mayor in writing. The Chief
19 may call upon his staff officers at any time in the course of his efforts to reach an agreement.

20 **Section D.** If the City has a grievance with the Union, the City shall notify, in writing,
21 the Union Grievance Committee within thirty (30) calendar days. If the parties fail to reach an

1 agreement within thirty (30) calendar days, it shall be handled in accordance with the provisions
2 of Section F.

3 **Section E.** In the event the grievance is not resolved within thirty (30) calendar days,
4 after being referred to the Mayor, the issue may be submitted to arbitration in accordance with
5 the following procedures:

- 6 1. The party demanding arbitration shall file their demand and copy the opposing party
7 within sixty (60) calendar days from the date the grievance was referred to the Mayor.
8 The failure to file the demand for arbitration within sixty (60) calendar day period
9 shall be deemed a waiver of the right of such party to demand arbitration of the issue
10 in dispute.
- 11 2. The party requesting arbitration will request from the American Arbitration
12 Association, a panel of 5 arbitrators who are members of the National Academy of
13 Arbitrators. Both parties shall prepare and agree on written questions outlining the
14 issues to be addressed by the arbitrator.
- 15 3. Either party may reject the entire panel of arbitrators and request a new panel from
16 the A.A.A., to be selected in accordance with number 2 above. No more than two
17 panels may be so rejected.
- 18 4. A flip of the coin will determine the right to strike the first two names from the
19 five-person panel. The other party will then have the right to strike an additional two
20 names. The fifth remaining person will then be the arbitrator. This selection process
21 must be accomplished within 5 days of receipt of the panel from the A.A.A.

1 **ARTICLE 28 - HEALTH AND SAFETY**

2 Recognizing the inherent dangers in firefighting, medical and rescue operations, the City
3 and Union agree to cooperate in providing a reasonable and prudent level of safety for
4 employees in the Fire Department.

5 **Section A.** In order to achieve this goal, a joint Safety and Health Committee shall be
6 formed, to be composed of two representatives from the Union, one Assistant Chief, all of whom
7 shall serve without compensation. The duties of this committee shall be as follows:

- 8 1. To meet as needed, to review and discuss the safety reports received from each
9 company officer.
- 10 2. To correct, or make recommendations to the Fire Chief for the correction of,
11 hazardous conditions or unsafe work methods which come to the attention of the
12 Committee.
- 13 3. To prepare written minutes of all committee meetings for review and adoption at the
14 next meeting.
- 15 4. To review reports of accidents, deaths, and injuries reported to Workman's
16 Compensation and to make recommendations, including a date of implementation, to
17 modify rules and/or procedures in order to avoid similar incidents in the future.
18 Provided, however, that the Committee shall have access to confidential medical
19 information in the possession of the City only upon written authority by the employee
20 involved.

1 5. To gather information from authoritative medical sources regarding a standardized
2 medical protocol for emergency care and treatment of injured firefighters. The
3 Committee's recommendations will be presented to the Fire Chief who will in turn
4 present these recommendations to appropriate officials at the health care facilities.

5 **Section B.** The City shall furnish and maintain all safety equipment such as respiratory
6 apparatus, gloves, helmets, protective clothing and eye goggles.

7 1. The Captains are responsible for conducting an inspection at least once each quarter
8 year of the safety equipment assigned to personnel under their supervision. In
9 addition, the Committee may also conduct such inspections. When any article needs
10 replacement or repair, the Captain shall forward a written request, with a
11 recommendation date for correction if appropriate, to the Battalion Chief, with a copy
12 to the Committee.

13 2. Repairs of breathing apparatus will be effected only by persons who have been
14 properly trained by the manufacturer.

15 **Section C.** Firefighter Health and Safety Training. The City will provide an on-going
16 safety program as described below.

17 1. An annual training schedule will be posted by the Training Division, listing subjects
18 to be covered. Safety matters listed on this schedule will be mandatory; however, the
19 company officer is advised to cover any other items that he feels appropriate. The
20 Committee may also recommend additional subjects which it feels should be
21 scheduled for training.

- 1 2. The basic safety manual will be IFSTA 209 First Edition "Firefighter Safety."
- 2 3. Each company officer will conduct a safety meeting with his assigned crew for at least
- 3 one hour each month.
- 4 4. A training record shall be maintained for each employee, listing dates and subjects
- 5 covered.
- 6 5. Any employee who fails to observe safety rules, regulations, or procedures shall be
- 7 subject to disciplinary action.
- 8 6. The company officer will forward any recommendations on matters, which he is
- 9 unable to correct to the Committee.
- 10 7. Any recommended items or procedures, which are costly or unusual, shall be sent to
- 11 the Fire Chief for consideration.

12 **Section D.** Procedures for Recommendations: The Fire Chief may implement, modify,
13 or reject any recommendation provided for in this Article. Should the Fire Chief reject or
14 modify a recommendation, a written decision and explanation shall be provided to the
15 Committee. The Committee may appeal in writing any rejection or modification, to the Mayor
16 within 5 weekdays from the date of the decision. The Mayor shall give a written decision on the
17 matter to the Committee, with a copy to the Fire Chief, within 10 weekdays of receipt of the
18 appeal. If the committee disagrees with the decision of the Mayor, it may meet with the Mayor
19 in order to discuss referring the matter to arbitration. In the event both parties mutually agree to

1 refer the matter to arbitration, they must agree, in writing, as to whether the arbitration will be
2 binding or non-binding. Any arbitrator chosen must be knowledgeable in the field of fire safety.

3 **Section E.** All employees, with the exception of the Office Manager, E.M.S. Admin.
4 Asst. and the Fire Secretary will participate in the Fire Service Joint Labor Management
5 Wellness Fitness Initiative, established through mutual agreement between the City and the
6 Union. No employee will be disciplined or discharged for failure to meet standards, which may
7 be established within the program. The city agrees to fund the Fire Service Joint Labor
8 Management Wellness Fitness Initiative up to \$20,000 per year. Cost exceeding \$20,000 in a
9 fiscal year will act as an opener to this Article.

10 **Section F. Medical Evaluation.** The City will provide those employees who serve in a
11 line capacity with a medical evaluation that balances current medical knowledge and the current
12 edition of NFPA 1582, as recommended by the Department's Physician. The Physician shall be
13 selected by the Department's Fitness/Wellness Committee.

14 **Section G. Fit-For-Duty.** There are two components that determine an employee's
15 fitness for duty and both must be met in order for the employee to serve in a line capacity which
16 exposes them to an Immediately Dangerous to Life and Health (IDLH) environment.

17 1. Medical Certification – Fire Department Physician will provide medical certification
18 and return to work authority. Medical conditions that are being treated by a specialist
19 require a unified return to work decision between the Department's Physician and the
20 specialist.

1 unit. This trust shall remain separate and apart from any City Retiree health insurance funding
2 program.

3 **Section B.** Upon retirement the city agrees to pay a final pre-tax contribution into the
4 Washington State Council of Firefighters Employee Benefit Trust of 100% of the employee's
5 accumulated sick leave buy out using the formula set forth in Article 17 Section C.

6 **Section C.** Any change in IRS law affecting this plan will act as an opener for this Article
7 only.

8 **ARTICLE 32- SOCIAL SECURITY REPLACEMENT**

9 Since bargaining unit members are not covered under the social security system, the
10 following provisions will be in place:

- 11 1. The City of Pocatello shall, in lieu of paying Social Security employer contributions,
12 pay up to 6.2% of wages that would have been subject to social security taxes into the
13 following account; PERSI choice 401k plan. Provided the employee provides a
14 match according to the schedule below, the employee will designate their desired
15 match, expressed as a percentage of wages in whole percentage points up to 6%. The
16 designated match will be made during the insurance benefit annual enrollment and it
17 shall be effective for the following fiscal year. For those members who participate in
18 the replacement program the City shall provide an additional 0.2% of wages that
19 would have been subject to social security taxes for said employee to be placed into
20 the employees PERSI choice 401K plan for the first 1% contribution; the schedule is
21 as follows.

	Member Contribution	City Match
1		
2	0%	0%
3	1%	1.2%
4	2%	2.2%
5	3%	3.2%
6	4%	4.2%
7	5%	5.2%
8	6%	6.2%

9 Parties believe that placement of the refund and matching amounts in the
10 PERSI 401k plan allow such amounts to be treated as benefits and, therefore are
11 not subject to Medicare tax, PERSI base plan payments, worker’s compensation
12 or other taxes and payments. Parties agree to work together to make the payments
13 in a manner which maximizes the benefit for members and minimizes taxes, but
14 in the event of rule changes or other situations where taxes cannot be avoided, the
15 City of Pocatello shall not be responsible for additional taxes or payments in
16 excess of what is received in any refund or what was previously being paid as the
17 employer’s share of social security. Such additional taxes or payments will be
18 assessed to the member recipient.

19

20 **ARTICLE 33- REASONABLE SUSPICION OF DRUG AND**

21 **ALOCOHOL TESTING**

- 22 1. Employer and Union agree to implement the following alcohol and drug-testing
23 program. The parties agree that the primary purpose of this policy is to prevent on-
24 the-job impairment stemming from substance abuse. The parties also agree that when
25 a worker is presumed to be impaired due to substance abuse that the supervisor has an
26 obligation to remove the employee from his position immediately. The supervisor

1 will call "Out of Service" and contact the Battalion Chief immediately, who after
2 verifying the suspicion, will contact the Pocatello Police Department Shift
3 Commander and ask that an officer that is trained in recognition of drug and alcohol
4 identification be sent to evaluate the suspected employee. If the officer believes that
5 said employee may be under the influence, the employee shall submit to a breath
6 analysis, urinalysis, and/or blood.

7 If the employee is found to be under the influence, he/she may be disciplined and
8 will submit to assistance through the EAP program.

9 2. The Employer shall not utilize any form of random testing unless specifically
10 required by Federal Law. When random testing is required, the Employer shall only
11 administer random testing to those workers specifically subject to random testing as
12 required by Federal Law (narrowly defined). No other bargaining unit workers shall
13 be subjected to random testing of any form and under any circumstances.

14 3. Any matters related to this alcohol and drug-testing policy shall be subject to the
15 grievance and arbitration procedures of this Collective Bargaining Agreement.

16 **ARTICLE 34-SAVING CLAUSE**

17 If any provision of this Agreement or the application of such provision should be
18 rendered invalid by any court action or by reason of any existing or subsequently enacted
19 legislation, the remaining parts or portions of this Agreement shall remain in full force and
20 effect.

1 **ARTICLE 35-TERMS OF AGREEMENT**

2 This Agreement shall be effective on the 1st day of October 2015, and shall remain in full
3 force and effect until midnight on the 30th day of September 2016, pursuant to Idaho Code
4 Section 44-1804. The parties mutually may modify or change this Agreement.

5 The parties to this contract agree to the following openers:

- 6 1. In the event that the City of Pocatello and the City of Chubbuck reach an agreement
7 to pursue a merger/consolidation/joint service agreement during the term of this
8 contract, Local 187 and the City of Pocatello agree to an automatic contract open or
9 to negotiate the impact of the agreement. Both parties agree that within thirty (30)
10 days of a tentative agreement between the two cities to meet and negotiate in good
11 faith.
- 12 2. The City and Union agree to open the contract in the event any new regulations or
13 interpretation of existing regulations of the Patient Protection and Affordable Care
14 Act (PPACA) necessitate changes to employee classifications or to the medical
15 insurance plan, including the VEBA health reimbursement account (HRA).

16 **ARTICLE 36- PROCEDURAL AGREEMENT**

- 17 1. PURPOSE: The parties to this agreement hereby state as the purpose of their
18 negotiations the development of a labor contract which recognizes the capabilities
19 and needs of the respective parties throughout the term of the contract period. Each
20 party agrees to bargain in good faith with respect for the legitimate interest of the

1 other, keeping in mind the resulting consequences of the bargaining process. This
2 agreement is being written to enhance the previous workable negotiations and clarify
3 the procedures used in negotiations.

4 2. LOCATION OF NEGOTIATIONS: Negotiations shall be conducted in the Municipal
5 Building unless otherwise agreed. Should either party require that negotiations be
6 moved to a neutral site outside the Municipal Building, concurrence by the other side
7 shall be required and the cost of use of the alternate negotiating site shall be borne
8 equally by both parties.

9 3. TIME OF NEGOTIATIONS: The dates and times of up to ten (10) initial sessions
10 shall be submitted by the Chairman of the Management team to the Chairman of the
11 Union team at the time the Management roster is submitted. The two chairmen shall
12 work out any problems with the proposed schedule. More than ten (10) sessions may
13 be held if necessary and are to be set by mutual agreement of the chairman of each
14 bargaining team.

15 4. COMPENSATION: Members of the negotiating teams (both for the City and for the
16 Union) agreed to herein shall be allowed to participate in mutually scheduled
17 negotiating sessions without loss of pay or benefits due to such participation. On-duty
18 personnel shall receive their usual compensation. Off-duty personnel will receive no
19 compensation for negotiating sessions.

20 5. BARGAINING TEAM MEMBERSHIP: Respective bargaining committees shall be
21 determined each year with members listed in writing at the time of the first

1 notification of either party to the other of a desire to negotiate a new contract; the
2 party being notified shall have ten days in which to submit a list of its bargaining
3 committee members. No other persons shall be allowed to participate, attend, or
4 witness a bargaining session without the mutual consent of the negotiating teams or
5 their respective chairman. Members of the negotiating teams may be permanently
6 replaced in the course of negotiations for good cause.

7 6. PRIVACY AND CONFIDENTIALITY: All negotiating sessions shall be held in
8 private, and all materials presented and discussions held shall be as strictly
9 confidential as possible. Discussion of negotiation issues with members of the
10 respective bargaining units shall include notice of the requirement of confidentiality
11 of such discussions.

12 7. RECORDING RESTRICTIONS: Stenographic recording or audio recording of
13 negotiations shall be allowed. Both parties shall be given copies of any tape
14 recordings made. The dissemination of any minutes, notes, or recordings shall
15 conform to paragraph 8 below.

16 8. PUBLIC INFORMATION: No information relating to the progress or substance of
17 negotiations shall be released to the public or to the news media except by mutual
18 consent of the parties, as defined in #6 above.

19 9. CAUCUSES: Caucuses shall be permitted at any time in the course of bargaining,
20 and the meeting location chosen shall provide adequate accommodation for private
21 caucuses for the negotiating teams.

1 10. TENTATIVE AGREEMENTS: Tentative agreements may be used to build the
2 framework of the prospective contract throughout the negotiating process. Although
3 issues tentatively agreed to may at any time be reopened for further negotiation, the
4 parties agree that such issues shall not be reopened for the purpose, and in the context
5 of, bargaining and negotiation on other subsequent issues. Tentative agreements shall
6 be recorded by a negotiator for each party initialing the contract language tentatively
7 agreed to. Notwithstanding the foregoing, nothing shall be considered conclusively
8 agreed upon until agreement has been reached on all matters and issue between the
9 parties and the contract has been duly executed as provided in Paragraph No. 11.

10 11. AUTHORITY: Each party's negotiating team has authority to reach a tentative
11 agreement, but for any agreement to be executed and binding, it must be approved by
12 the City Council and ratified by the membership of the Union.

13 12. BARGAINING PROCESS: In the course of the bargaining process, negotiators for
14 each party shall attempt to resolve non-economic issues as defined by both parties
15 before considering economic issues.

16 13. DEADLINE FOR NEW ISSUES: The parties mutually agree that each party will
17 make new contract demands and offer proposals on new bargaining subjects or issues
18 for consideration in contract negotiations before or during the third negotiating
19 session except by mutual agreement and unless limited by the contract. In the absence
20 of any mutual agreement to the contrary, no new issues may be presented by either
21 party after termination of the third negotiating session.

1

SCHEDULE B (LONGEVITY PAY)

2

CONSECUTIVE YEARS OF SERVICE

BI-WEEKLY LONGEVITY PAY
(1/2 OF 1% OF BI-WEEKLY INDEX)

Bi-weekly Index:

\$

5	\$54.58
6	\$65.49
7	\$76.41
8	\$87.33
9	\$98.24
10	\$109.16
11	\$120.08
12	\$130.99
13	\$141.91
14	\$152.83
15	\$163.74
16	\$174.66
17	\$185.58
18	\$196.49
19	\$207.41
20	\$218.33
21	\$229.24
22	\$240.16
23	\$251.08
24	\$261.99
25	\$272.91

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SCHEDULE C (VACATION)

<u>YEARS OF SERVICE</u>	<u>WORKING 40 HR. WEEK 8-HOUR DAYS OFF</u>	<u>WORKING 72 HOUR WORK PERIOD 12-HOUR DAYS/24 HOUR SHIFTS</u>
1 through 5	13	15 or 7 1/2
6 through 10	19	21 or 10 1/2
11 through 15	23	25 or 12 1/2
16 through 20	27	29 or 14 1/2
21 through 25	31	33 or 16 1/2
26 and over	35	37 or 18 1/2

1 **SCHEDULE D (HOLIDAY PAY) ***

2 **HOLIDAY PAY 5.00% OF BASE PAY****

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4

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	<u>Annual Base Salary</u>	<u>Bi-weekly holiday</u>
7 Probationary Firefighter	\$ 39,879.80	\$76.69
8 Firefighter 2nd Class	\$ 43,854.14	\$84.33
9 Firefighter 1st Class	\$ 48,175.43	\$92.65
10 Driver Operator	\$ 52,967.58	\$101.86
11 Firefighter Paramedic	\$ 58,100.47	\$111.73
12 Captain	\$ 63,710.40	\$122.52
13 Battalion Chief	\$ 74,910.05	\$144.06

* Effective first pay period of FY 2016

** Applies only to 56-hour/week employees

1 **SCHEDULE E (BARGAINING UNIT)**

2 The bargaining unit shall include the following employees:

- 3 1. Secretary – Fire (Admin. IV)
- 4 2. Emergency Medical Administrative Assistant (Admin. VI)
- 5 3. Assistant to the Fire Chief
- 6 4. Emergency Vehicle Technician
- 7 5. Community Relations/Education Specialist
- 8 6. Fire Inspector (Days)
- 9 7. Office Manager
- 10 8. All Classes of Firefighters
- 11 9. Driver Operators
- 12 10. Paramedics
- 13 11. Fire Captains (including Captains-Fire Prevention)
- 14 12. Battalion Chiefs

15 Any officer temporarily assuming a Chief position shall remain a member of the bargaining unit.
16 All members of the Bargaining Unit are classified as Non-Exempt Employees.

1 **SCHEDULE F (PARAMEDIC PAY)***

2 **PARAMEDIC STEP PAY**

3 ***\$2,234.63***

YEARS SERVICE AS A PARAMEDIC	BI-WEEKLY STEP PAY	% OF BASE
2	<i>\$22.34</i>	1%
4	<i>\$44.69</i>	2%
5	<i>\$67.03</i>	3%
6	<i>\$89.38</i>	4%
7	<i>\$111.73</i>	5%
8	<i>\$134.08</i>	6%
9	<i>\$156.42</i>	7%
10	<i>\$178.77</i>	8%
11	<i>\$201.12</i>	9%
12	<i>\$223.46</i>	10%
13	<i>\$245.81</i>	11%
14	<i>\$268.16</i>	12%
15	<i>\$290.50</i>	13%

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* Effective first pay period of FY 2016

1 IN WITNESS WHERE OF, the parties hereto have executed these amended
2 Schedules A, D, and E and amended Articles 12,14,18,22,23,26 and updated all dates to
3 appropriate dates, to be effective the first pay period of FY 2016, this ____ day of
4 January, 2016.

5 FOR THE UNION:

6
7
8

9 _____
10 Ryan O’Hearn, President Local -187

Andy Moldenhauer, Vice President

11
12 FOR THE CITY OF POCATELLO:

13
14
15
16
17

18 _____
19 Brian C. Blad, Mayor

20
21 ATTEST:

22
23
24
25
26

27 _____
28 RUTH E. WHITWORTH, City Clerk

AGENDA

ITEM

NO. 7

#7

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney
RE: Idaho Parks and Recreation Department Grant Application – Equipment Purchase
for East Mink Creek Nordic Center
DATE: January 15, 2016

I have reviewed the above-referenced grant application and it is appropriate for the Council to authorize the Mayor to sign the grant application. The grant application is for cab kit and heater for the City's UTV which is used to groom trails. There is a local match requirement. The City has applied for, and received, similar grants in the past.

Once approved and signed, please forward to Lance Clark, Outdoor Program Programmer. If you have any questions, please feel free to contact me.

IDAHO DEPARTMENT OF PARKS AND RECREATION (IDPR) GRANT APPLICATION

READ instructions carefully before completing this application. *****Use the space provided on this form only.*****

IDPR Use Only
Rec'd by:
Date:

Applicant Agency: City of Pocatello

Address: 911 N 7th Ave Pocatello 83201
City Zip

Contact Person: Lance Clark outdoor supervisor
Name Title

Address: 144 Wilson ave Pocatello 83201
City Zip

Daytime Phone: (208)234-6237 Cell Phone: (208) 705-5764 Fax: (208)234-6578

E-Mail: lclark@pocatello.us [X] Check if you would like an email confirmation IDPR received application

County (where project is located): Bannock

Common name of project: Pocatello UTV cab purchase

Project Location (state highway, area or body of water nearest to the site location and proximity to the nearest town or physical address): Equipment Accessory Purchase

IDPR Program from which you are applying for funds:

- Waterways Improvement Fund (WIF)
Recreational Vehicle Account (RV)
Off-Road Motor Vehicle Fund (ORMV)
Motorbike Recreation Account (MBR)

(Check one box only)

- [X] Recreational Trails Program (RTP)
Recreational Road & Bridge Fund (RRBF)
Land & Water Conservation Fund (LWCF)
Other

Grant Amount Requested: \$3700 Match Amount Committed: \$1750

Briefly describe the overall grant project (In one sentence): We wish to purchase and install a cab kit and heater for our UTV that grooms trails at the East Mink Creek Nordic Center.

It is hereby mutually agreed and understood that the use of these funds will be for the purposes stated in this document only and are subject to the terms of the current Idaho Department of Parks and Recreation's Grant Agreement for this project, as signed by the authorized individuals. It is also understood that the applicant will comply with the appropriate Recreation Program rules as they now exist. Applicants that receive grants involving federal funds must comply with requirements as outlined in the Office of Management and Budget Circular A-133. PLEASE SEE INSTRUCTIONS FOR EXAMPLES OF AUTHORIZED REPRESENTATIVE SIGNATURES.

Signature of Authorized Representative
Brian C. Blad
Typed or Printed Name

Mayor
Title
Date 1/20/16

FOR WATERWAYS IMPROVEMENT GRANTS ONLY

The County Waterways Committee agrees and understands that this application meets the county's waterways improvement planning requirements.

County Waterways Committee Chair Please Print Name Here Date

1) PROGRAM PURPOSE - How does this project address the stated purpose of the program? (Please refer to the Program Description section of this manual for explanation of the program purpose.)

This project provides a heated cab for an existing tracked UTV used for grooming at the East Mink Creek Nordic Center. This piece of equipment allows us to groom in low snow conditions and during warmer winter temperatures than a snow cat or a snowmobile. It has proven to be our most versatile machine and a cab and heater would allow us to use it more efficiently with fewer stops and in more weather conditions.

2) PROJECT URGENCY –

- a) Describe the urgency of this project due to potential resource damage, or other impacts that may cause an opportunity to be lost if no action is taken. **If this project is not funded, what effects will it have?**

This purchase is needed by winter 2016/2017. Securing full funding through the city budget process is unlikely. Securing a grant match amount is assured. Going another winter without a cab will be very difficult for the grooming staff and volunteers.

- b) How does the project address public health and safety issues? (See examples in the application instructions.)

The project allows for winter recreation that is vital to mental health in our 4 season state. It also provides the primary means of trail grooming for approximately 2000 4th and 5th grade students on field trips each winter. These students learn about winter activity to promote fitness and mental health all year long.

2) **PROJECT IMPACT** -Describe how the project creates new opportunities not currently available? (See examples in the application instructions)

This purchase would allow the Nordic center to continue grooming in adverse conditions and continue to provide recreation access to the trails during low snow conditions on each end of the season. The Gator has proven to be a valuable tool and a cab would help us more fully utilize it.

4) **PLAN OR SURVEY** - Is this project included in an outdoor recreation plan or survey? How does this project relate to the recommendations of the plan? (See application instructions for examples of recreation plans.)

The grooming process and equipment used is defined in our Forest Service Special use permit and our annual operating plan. This purchase is also identified in our local P&R master plan for the Nordic Center.

5) **SCOPE OF WORK** -

- a. **Describe what the project will accomplish.** Describe the project planning. Explain, in detail, what will be accomplished, including the number of units, timetable, etc. If equipment, who will be using, number of hours used per year, and for what? (**IMPORTANT:** *Construction drawings or conceptual plans should be attached to this application. Please do not use anything larger than 11x17 size paper.*)

This is a very simple project. We will purchase and install a full cab and heater for a John Deere 625i Gator UTV. The Gator is a new piece of equipment in 2016 and has proven to be our main source of grooming power. Unfortunately most of our grooming is done at night and the groomer operator is alone. Having a heated cab will add comfort and safety to what can be a gloomy task. Currently the cab is open to the elements and lacks even a windshield. Having a steady 10mph headwind for an 8 hours grooming shift during the dead of night is a challenge to the best dressed operator. We will purchase and install one of the standard cab kits and aftermarket heaters. We believe a hard cab is necessary to stand up to the elements and a fabric or soft cab would not handle the constant use at temperatures as low as -20.

- b. Have you discussed this project (in detail) with IDPR staff and/or the respective advisory committee member? Please list the IDPR staff and/or committee member:

Name:

Date Contacted:
1-12-16

Jennifer Parks

_____	_____
_____	_____
_____	_____
_____	_____

6) JUSTIFY THE NEED AND DEMAND FOR THE PROJECT -

Describe the **CURRENT** use in the area (*Waterways, RV, ORMV, and/or other*) and the **POTENTIAL** use expected with the development of this project. (Include user days, types of users, number of users during high use, etc.) Describe the current deficiencies and how they will be corrected with the development of this project. **Why is this project needed?**

The East Mink Creek Nordic Center sits on the foothills at about 5500' elevation. In recent winters that has put it right on the snowline. The City of Pocatello has invested significant time and money to develop 20k of world class XC ski trail, a snowshoe trails, a rental yurt and sledding hill. Because of the elevation grooming the trails has been a logistical challenge. Many days it is too warm to run a snowmobile and some days it is too cold to run an ATV. The large snowcat requires significant snow depth and some winters the snow simply doesn't get deep enough. Because of the huge variation in temperatures and the very challenging terrain and the way snowmobiles run during grooming the city was burning through snowmobiles every 2-3 years. This was unacceptable. The city invested in a John Deere Gator and a camoplast track system. It has proven to be incredibly versatile in low snow, warm weather and icy conditions where a snowmobile has struggled. Unfortunately when it is cold the gator is a very cold ride. Constant headwind, no heat source and completely open cab make night grooming challenging on a Gator. Adding this cab and heater will keep the ski trails viable for approximately 4000 annual winter users.

7) MAINTENANCE AND OPERATION - Describe provisions for ongoing maintenance and operation of the project (*Who will be responsible for the maintenance and operation and what is the annual budget?*)

The outdoor division of Pocatello Parks and Recreation has an annual budget of \$260,000 and access to two fulltime mechanics in the parks Department.

The cab and heater will be installed and maintained to a high standard.

8) **OBLIGATED MATCHING FUNDS** – (a.) List the source, (b.) amount, and give a (c.) description of matching funds obligated to the project. Add column “b” and put total at the bottom.

(a.) CONTRIBUTOR	(b.) AMOUNT	(c.) DESCRIPTION
Pocatello Parks and Rec.	\$1350	Cash
Pocatello Parks and Rec	\$400	Install labor
TOTAL	\$1750	

*Provide letter(s) of commitment or other documentation to verify the match from **each** contributor. Your match will not be considered without appropriate letter(s) of commitment. Make sure the dollar value is noted on the letter of commitment.*

The total in column “b” must be the same as the total in the “matching share” column “B” on the next page.

9) **USER GROUP SUPPORT** – Describe the amount of support this project has from its associated user group(s). How has this support been demonstrated? (List supporting groups and attach letters of support.)

The primary users are represented by The Pocatello Nordic Ski Foundation. Their support is whole hearted. The other users are the school district who uses the area for field trips. A letter of support is attached from the foundation and a teacher who has been on field trips with her students for years.

10) BUDGET

Project Name: Pocatello UTV cab purchase

For IDPR Use Only Grant #		Source of Funding			IDPR Use Only
Project Components	(C) Total Cost	(B) Matching Share	(A) Grant Request	Amount Approved	
Cab Kit	\$3700	\$0	\$3700		
Aftermarket heater + fit kit + hardware + specialty tools	\$1000	\$1000	\$0		
Freight	\$350	\$350	\$0		
Installation (20 hours @ \$20 per hour)	\$400	\$400	\$0		
TOTALS	\$5450	\$1750	\$3700		
% of TOTAL	100%	32 %	68 %	%	

**Round to the nearest dollar and percentage. Be sure to check your addition. Columns A+B=C.*

NOTES:

- For RV, WIF, ORMV, Motorbike, Road & Bridge projects – match is not required (except for motorized equipment as noted below), but more points are awarded to projects with financial commitments from the sponsor.
- For RTP projects only – A 20% match is required with 5% of the total project being non-federal money.
- For WIF projects only – grants for motorized equipment valued up to \$50,000 require a 25% match. WIF grants for motorized equipment valued at greater than \$50,000 require a 20% match.
- For ORMV, RTP, Motorbike and RV projects - grant requests for motorized equipment over \$1,000 (each) and under \$50,000 (each) shall require a minimum of 50% matching funds to be eligible for funding under Board Policy.
- For LWCF – 50% match is required.

The following questions are for administrative use and must be completed to establish eligibility of the project.

A. ACCESSIBILITY – Explain how the project complies with accessibility requirements as stated in the Uniform Federal Accessibility Standards, Americans with Disabilities Act Guidelines, or Uniform Building Code? (*Include construction drawings or conceptual plans to support accessibility. Please do not use anything larger than 11x17 size paper.*)

This is an accessory purchase, not a trail project

B. SITE DESCRIPTION - Describe the site as well as the surrounding area. Explain the compatibility of the project to the site. (*Include site location map, scale site plan including boundary and utility information, if available.*) If the grant is for equipment, describe where it will be used (include map). Be specific.

This is an equipment accessory purchase

C. PROJECT DESIGN - Who will design and/or engineer this project? Is the person/company licensed?

D. PROJECT PERIOD – What are the intended start and completion dates?

Estimated Project Start Date: ____ / ____ / ____

Estimated Project End Date: ____ / ____ / ____

Do not begin on your project or incur costs until notified by an IDPR grants specialist.

E. PROJECTED LIFE OF THE PROJECT/EQUIPMENT -

- 1-5 years
- 6-10 years
- 11-15 years
- 16-20 years
- 20+ years

F. USE FEE - Will a fee be charged for use of or access to this project?

Yes No

If Yes, justify the need to charge and specify the amount, to whom the fee will apply, and how the collected fee will be used. Be specific.

Currently trail fees are \$4-\$9 per user per day for groomed trail access. This is a normal nordic ski fee.

G. PUBLIC INVOLVEMENT - Describe the public involvement process (*in detail*) used in the planning of this project and the results of the input (*attach necessary documentation*). **If your project will impact fish and/or wildlife, the Idaho Department of Fish and Game must be notified.** NOTE: PUBLIC INVOLVEMENT IS MANDATORY FOR ALL APPLICANTS AS STATED IN IDAPA CODE 26.01.31.100.03. YOUR APPLICATION IS NOT ELIGIBLE WITHOUT PUBLIC INVOLVEMENT!

The grant will be subject to public involvement at a city council meeting January 21, 2016. It is also posted on the largest Trails Facebook group in the area and Pocatello Recreation Facebook group which reaches 2000 enthusiasts.

H. PERMITS - Does this project require any necessary permits or National Environmental Policy Act (NEPA) documentation? Yes No

- If Yes, the permits have been obtained (*attach copy*)
- the permits have been applied for
- the permits have not been applied for
- the approved NEPA documentation is complete (*attach copy*)

If Yes, please identify the permits that will be required: _____

I. APPLICANT OWNERSHIP - Describe ownership of the project site:

- The application is for equipment/service (*land ownership is not required*).
- Applicant owns land (*attach a copy of Fee Simple Title – Is the deed and title clear?*)
- Applicant has a Management Agreement or Memorandum of Understanding with the legal landowner/management agency. (*Attach copy of MOU and letter of support from landowner*)
- If ownership is different from above, describe specifically:

This agency's programs and activities are operated free from discrimination on the basis of race, color, religion, national origin, gender, age or disability. Anyone who believes they have been discriminated against or who may need further information regarding discrimination should write: Director, Idaho Department of Parks and Recreation, P.O. Box 83720, Boise, ID 83720-0065, or National Parks Service, Equal Opportunity Officer (010), P.O. Box 37127, Washington DC 20013

J. For *Recreational Trails Program Grant Applications* ONLY Motorized Non-Motorized Diverse Use
 (Must check one. See program descriptions)

Project Name Pocatello UTV cab purchase

INSTRUCTIONS:

This survey is a requirement for funding from the Federal Highway Administration (FHWA) and the Recreational Trails Program. Please complete all items. Only those projects selected for funding will be submitted to the FHWA for their approval. **Please note that any answer enclosed by a box requires further explanation (on a separate sheet).**

1. Land Use

a. Briefly describe the land use in the project area. Attach a land use map if needed.
 No land will be used. This is an accessory purchase.

b. Is the project consistent with management/development plans for the area? Yes X No

Name of Plan _____

2. Socioeconomics

Will the proposed project *positively or negatively impact, or have no effect* on any of the following?

a. Health/Education Facilities	+X	no effect	-- <input type="checkbox"/>
b. Emergency Service Providers	+	Xno effect	-- <input type="checkbox"/>
c. Public Utilities	+	Xno effect	-- <input type="checkbox"/>
d. Residential Area	+	Xno effect	-- <input type="checkbox"/>
e. Handicapped, Minorities, or Elderly	+	Xno effect	-- <input type="checkbox"/>
f. Local Tax Base	+	Xno effect	-- <input type="checkbox"/>
g. Economic Activity	+	Xno effect	-- <input type="checkbox"/>

3. Natural Resources

a. Are any of the following in the project area? (please check)

Streams	___	Floodplains	___	Wild and Scenic Rivers	___
Rivers	___	Lakes	___	National Natural Landmarks	___
Wetlands	___				

b. Will the project permanently or negatively impact the following?

Soil Erosion or Sedimentation Yes No ___ Wildlife and Wildlife Habitat Yes No ___

4. Historic and Archeological Resources

a. Will the project have an effect on historic or archeological resources? Yes No X

b. If the project has an effect on historic or archeological resources, has the effect been coordinated with the State Historic Preservation Office? Yes No X

5. Hazardous Wastes

Is there any potential for involvement with hazardous wastes? Yes No X

6. Noise

Is there potential for the project to have a noise impact on surrounding land uses? Yes No X

7. Air Quality

Will the project have an adverse impact on air quality? Yes No X

AGENDA

ITEM

NO. 8

Memorandum

To: Mayor Blad and City Council Members
From: Deirdre Castillo, City Engineer
Date: December 31, 2015
Re: Declaration of Intent to Convey Property - Higgins

Discussion

0.004 Acres of Land Required for Project

James and Jessica Higgins, 630 Lester Lane, Pocatello, own 0.004 acres of property required for the South Valley Connector/Cheyenne Overpass Project. Mr. Higgins granted the City of Pocatello possession of this property in 2012 (Agreement for Possession, Inst. No. 21206661, and recorded 4/24/12). Per the Agreement for Possession, the City deposited the appraised value of the land, \$650, with Pioneer Title Co. pending completion of further negotiations. Construction of South Valley Road is complete and the land has been used as a slope from the elevated roadway.

0.27 Acres "Uneconomical Remainder" Not Required for Project

Mr. and Mrs. Higgins have long expressed their desire to assume ownership of 0.27 acres of land owned by the City of Pocatello that is located between South Valley Road and the Higgins' property. This 0.27 acres of land is a remainder piece from the purchase of the neighboring Probart property for the South Valley Connector Project. The Probart family opted for the City of Pocatello to purchase the additional 0.27 acres as an "uneconomical remainder". The remainder piece was purchased for the appraised value of \$10,125 (\$37,500/ac or \$0.86/sf) with federal aid funds.

The 0.27 acre piece of land currently consists of bare ground, asphalt driveway, and approximately 40 blue spruce trees. The lot itself is flat but South Valley Road and Lester Lane are elevated above natural grade. An ingress-egress easement shall remain with the property in order to provide access to the Higgins family's three parcels and to the rear of the church property.

The trees were purchased with federal aid funds from Mr. & Mrs. Brad Christensen along with the land required for the South Valley Connector Project. Prior to the contractor clearing and grubbing for the roadway, City staff worked with a local landscaper to relocate approximately 200 trees offsite for a future ITD project and to both City golf courses. The remainder of the trees was relocated to the 0.27 acre lot. Mr. Higgins installed an irrigation system and watered the trees throughout the past summer at his own cost. He feels that the trees provide a nice buffer from the roadway although they will be spaced too close together when the trees mature. City staff would like to retain the right to approximately half of the trees for the next two seasons so that they can be

used on upcoming public projects, after which time the remaining trees become the property of the legal property owner.

If the City were to retain ownership of the 0.27 acre piece of land, there would be costs associated with maintenance of the lot and asphalt driveway. Parks and Rec staff has provided an annual cost of \$1,500 per year to mow the weeds on this lot. The asphalt driveway was recently paved as part of the South Valley Connector Project, but it would also require future maintenance. The City has little use for this irregular-shaped, remnant piece of land that is currently underutilized, not used for public purposes, and not taxed.

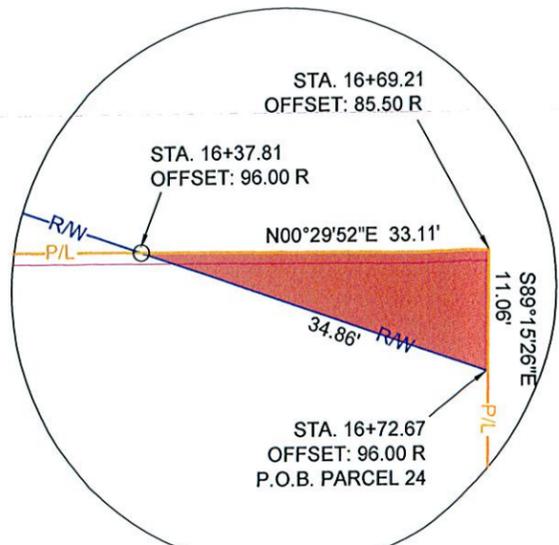
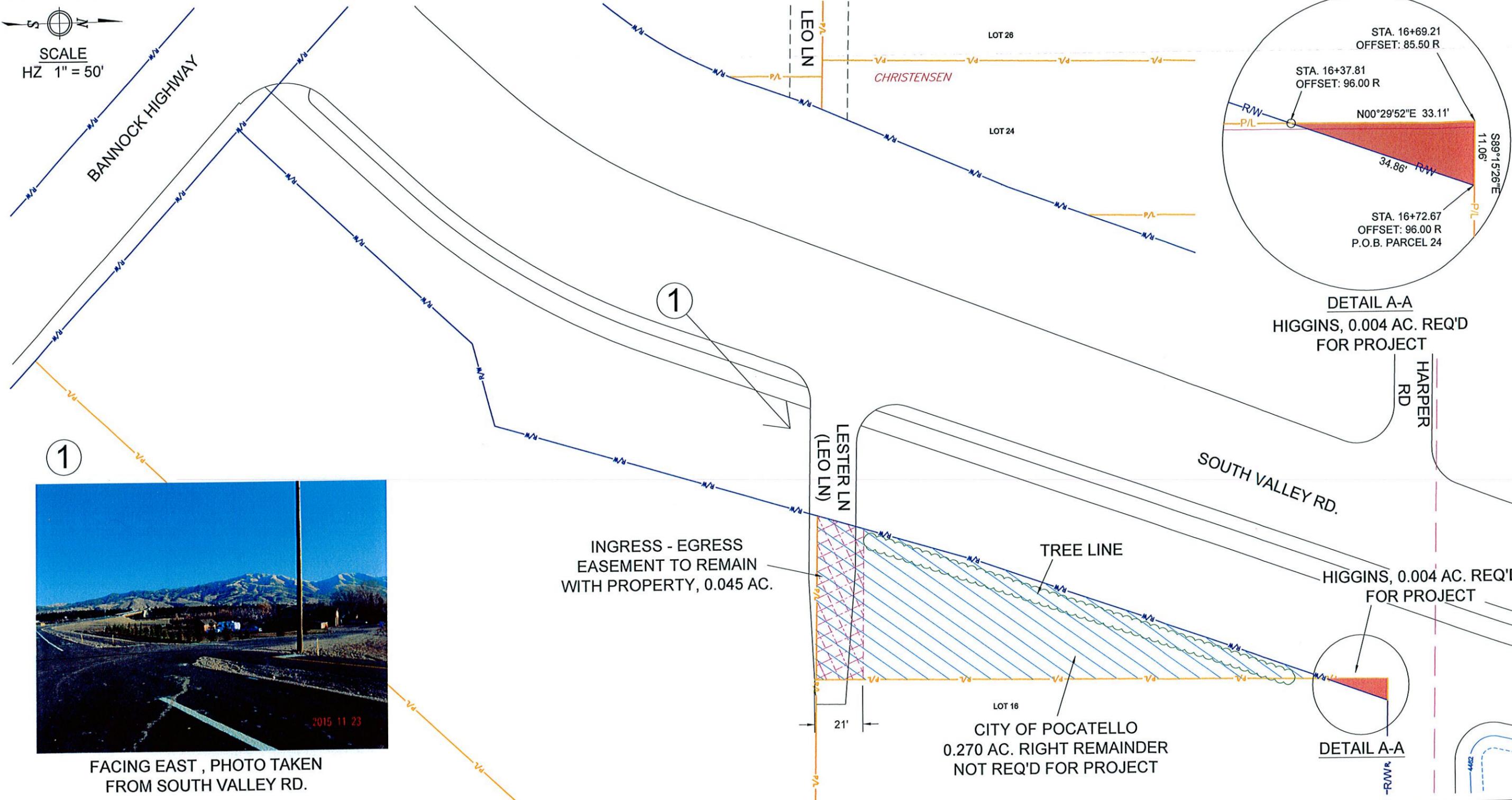
Other

At the request of the Higgins family, City staff is providing further assistance in changing the name of the private access from Leo Lane to Lester Lane, providing an access easement and utility easement for the parcels owned by the Higgins family that they can independently sign and have recorded.

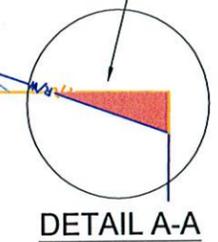
Recommendation

The City Engineer recommends that Council determine that it is in the City's best interest to convey 0.27 acres of underutilized land owned by the City of Pocatello located to the east of South Valley Road at Lester Lane, to the adjacent property owners, Mr. & Mrs. James Higgins; and to publicly declare its intent to conduct said land conveyance and to instruct the City Clerk to publish a summary of said action and provide a notice of a public hearing regarding said land conveyance to be held on March 3, 2016.

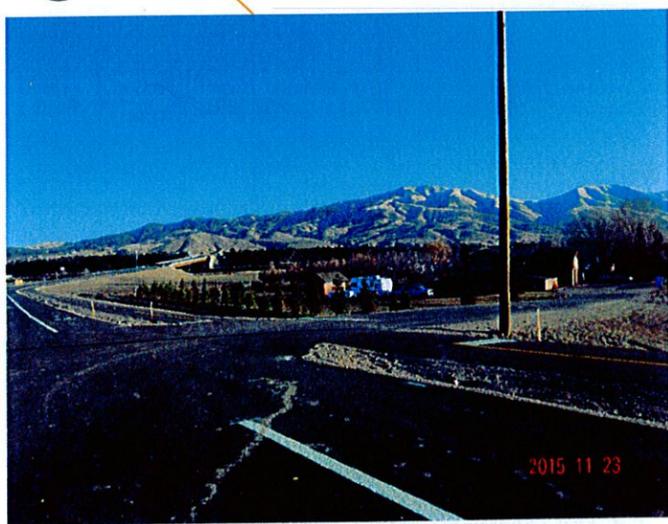
SCALE
HZ 1" = 50'



DETAIL A-A
 HIGGINS, 0.004 AC. REQ'D
 FOR PROJECT



HIGGINS, 0.004 AC. REQ'D
 FOR PROJECT



FACING EAST, PHOTO TAKEN
 FROM SOUTH VALLEY RD.

INGRESS - EGRESS
 EASEMENT TO REMAIN
 WITH PROPERTY, 0.045 AC.

LOT 16
 CITY OF POCATELLO
 0.270 AC. RIGHT REMAINDER
 NOT REQ'D FOR PROJECT

SOUTH VALLEY CONNECTOR PROPOSED HIGGINS LAND CONVEYANCE



REVISION:

PROJECT #: FAG050

DATE DRAWN: 12/21/2015

DRAWN BY: OKC

CHK'D BY: DVC

SHEET 1 OF 1



AGENDA

ITEM

NO. 9

#9/1015

Memorandum

To: Mayor Blad and City Council Members

From: Deirdre Castillo, City Engineer

Date: January 4, 2016

Re: Declaration of Intent to Convey Property - Lewis

Discussion

1.357 Acres of Land Required for Project

Barry Lewis, 3901 Henrys Lake Road, Island Park, owns 1.357 acres of property required for the South Valley Connector/Cheyenne Overpass Project. Mr. Lewis granted the City of Pocatello possession of the 1.357 acres of land required for the project in 2012 (Agreement for Possession, Inst. No. 21206136, and recorded 4/16/2012). Per the Agreement for Possession, the City deposited the appraised value of the land, \$12,000 (\$0.20/sf), with Pioneer Title Co. pending completion of further negotiations. Construction of South Valley Road and Kirkham Road is now complete and the land has been used for the roadways, path, drainage, and associated slopes. Please note that Mr. Lewis does not agree with the appraised value of his land.

0.136 Acres "Uneconomical Remainder" Not Required for Project

Mr. Lewis also owns 0.136 acres of land not required for the project and determined to be an "uneconomical remainder". He opted for the City of Pocatello purchase this additional 0.136 acres of land. Per the Agreement for Possession (Agreement for Possession, Inst. No. 21206136, and recorded 4/16/2012), the City deposited the appraised value of the land, \$1,500 (\$0.20/sf), with Pioneer Title Co. pending completion of further negotiations.

0.940 Acres "Uneconomical Remainder" Not Required for Project

Mr. Lewis has long expressed his desire to assume ownership of the left remainder of land that was once owned by Bannock County as a condition of his land acquisition. City staff met with the Bannock County Commissioners in 2012 to discuss the land required for the South Valley Connector Project and ownership of the "uneconomical remainders". Bannock County donated the entire 5.59 acre parcel to the City of Pocatello at no cost. The left remainder piece of land, less the steep slope, is 0.940 acres.

The 0.940 acre piece of land currently consists of sloping ground covered in sage brush and basalt. It is located above South 2nd Avenue and Kirkham Road. It is land-locked to the west of Kirkham Road by a steep slope, and by Mr. Lewis' remaining land to the east.

If the City were to retain ownership of the 0.940 acre piece of land, there would be little maintenance cost; however, the City has little use for this irregular-shaped, land-locked piece of land that is currently underutilized, not used for public purposes, and not taxed.

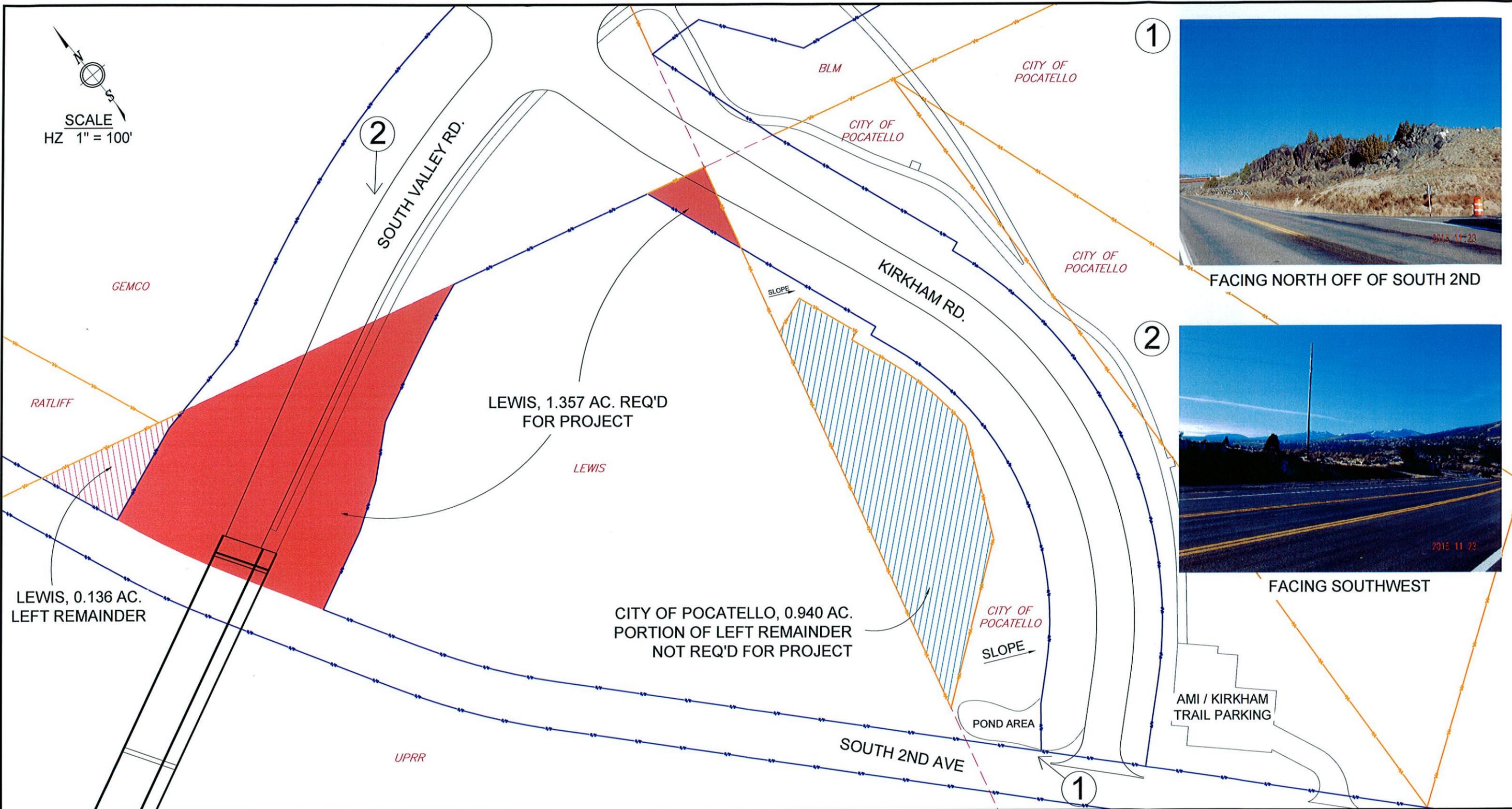
Other

At the request of Mr. Lewis, City staff had installed two field accesses to Mr. Lewis' remaining land: one off of South Valley Road between the UPRR/Portneuf River/S 2nd Ave Bridge and Kirkham Road, and one off of South 2nd Avenue near the UPRR/Portneuf Rive/S 2nd Ave Bridge.

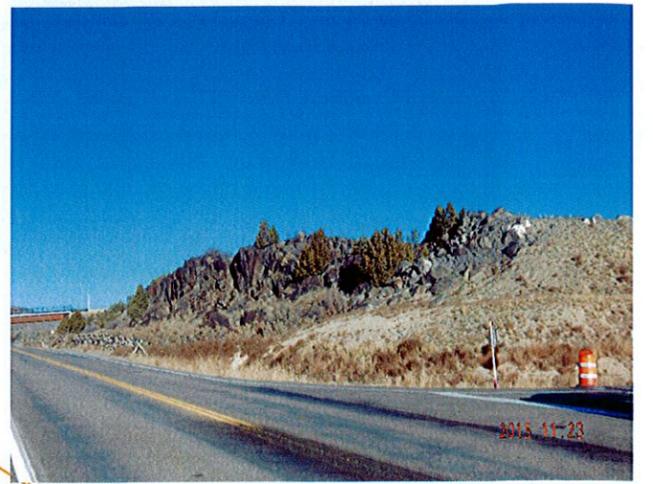
Recommendation

The City Engineer recommends that Council determine that it is in the City's best interest to convey 0.940 acres of underutilized land owned by the City of Pocatello located to the west of Kirkham Road, to the adjacent property owner, Mr. Barry Lewis; and to publicly declare its intent to conduct said land conveyance and to instruct the City Clerk to publish a summary of said action and provide a notice of a public hearing regarding said land conveyance to be held on March 3, 2016.

SCALE
HZ 1" = 100'

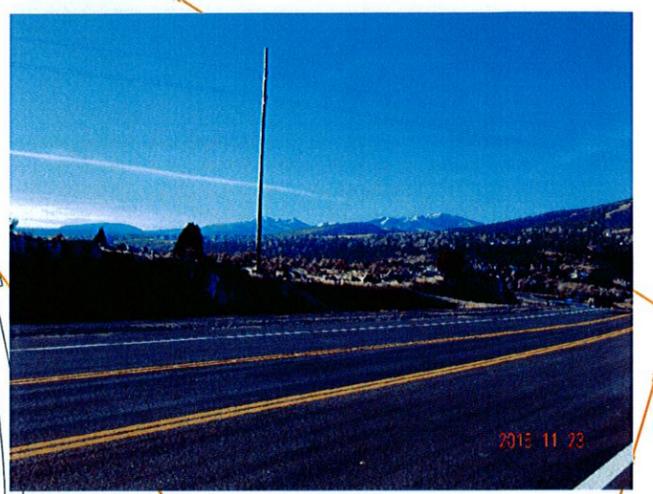


1



FACING NORTH OFF OF SOUTH 2ND

2



FACING SOUTHWEST

SOUTH VALLEY CONNECTOR PROPOSED LEWIS LAND CONVEYANCE



REVISION:	PROJECT #:	DATE DRAWN:
	FAG050	12/21/15
	DRAWN BY: OKC	CHK'D BY: DVC
	SHEET 1 OF 1	

