CITY OF POCATELLO
REGULAR CITY COUNCIL MEETING
September 19, 2019 · 6:00 PM
Council Chambers | 911 North 7th Avenue

Any citizen who wishes to address the Council shall first be recognized by the Mayor, and shall then give his/her name and address for the record. If a citizen wishes to read documentation of any sort to the Council, he/she shall first seek permission from the Mayor. A three (3) minute time limitation is requested for Council presentations.

City Hall is accessible to persons with disabilities. Program access accommodations can be provided with three (3) days’ advance notice by contacting Skyler Beebe at sbeebe@pocatello.us; 208.234.6248 or 5815 South 5th Avenue, Pocatello, Idaho.

The purpose of the agenda is to assist the Council and interested citizens in the conduct of this public meeting. Citizens should examine the agenda for the item of their interest. However, citizens are advised that only Public Hearings allow for public comment during the discussion/consideration process.

Citizens have an opportunity to be heard by the Council if the item meets the criteria as described in the agenda item called "DISCUSSION ITEMS." You must sign in at the start of the meeting to be recognized.

RECESS: In the event the meeting is still in progress at 7:30 p.m., the Mayor may call a ten-minute recess to allow Council members and participants a brief rest period.

1. ROLL CALL AND PLEDGE OF ALLEGIANCE 
2. INVOCATION
The invocation will be offered by Pastor Jacqueline Thomas, Praise Temple of God.

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. (ACTION ITEM)

(a) TREASURER’S REPORT: Council may wish to consider the Treasurer’s Report for August showing cash and investments as of August 31, 2019.

(b) POCATELLO DEVELOPMENT AUTHORITY APPOINTMENT: Council may wish to confirm the Mayor’s appointment of David Villarreal, Jr. to serve as a member of the Pocatello Development Authority, replacing Matt Bloxham who resigned. Mr. Villarreal’s term will begin September 20, 2019 and will expire May 1, 2023.

(c) SISTER CITIES COMMITTEE APPOINTMENT: Council may wish to confirm the Mayor’s appointment of Chanel Quirk to serve as a member of the Japanese Sister Cities Subcommittee. Ms. Quirk’s term will begin September 20, 2019 and will expire September 20, 2023.

(d) RESOLUTION AMENDING DRUG/ALCOHOL TESTING POLICY: Council may wish to adopt a resolution amending the City’s Drug/Alcohol Testing Policy, previously adopted in December, 2018, for employees whose positions require a Commercial Driver’s License, (not Transit Authority related). This amendment updates the job titles listed in Appendix “A”, which are subject to drug/alcohol testing.

(e) ADOPTION OF CITY EMPLOYEE SAFETY FOOTWEAR PROGRAM/POLICY: Council may wish to adopt the City Employee Safety Footwear Program/Policy as presented at the September 12, 2019 Work Session. This policy establishes standards for an employee footwear allowance as outlined in the City’s Fiscal Year 2020 Budget.

(f) COUNCIL DECISION—ARMSTRONG LEGACY DIVISION NO. 2 SHORT PLAT: Council may wish to adopt its decision approving the short plat for Armstrong Legacy Division No. 2, which subdivides approximately 2.97 acres of land into three (3) residential lots, subject to conditions. The property is located north of Grant Street and west of Bannock Highway.

Documents:

AGENDA-ITEM-3.PDF

4. COMMUNICATIONS AND PROCLAMATIONS

5. CALENDAR REVIEW

Council may wish to take this opportunity to inform other Council members
6. APPOINTMENT CONFIRMATION FOR CHIEF FINANCIAL OFFICER/CITY TREASURER – WELSH

Council may wish to confirm the Mayor’s appointment of Ashley Linton-Welsh as Chief Financial Officer/City Treasurer, effective September 20, 2019. (ACTION ITEM)

7. PUBLIC HEARING – PROPOSED FISCAL YEAR 2019 SEPTEMBER BUDGET AMENDMENTS

This time has been set aside for the Council to receive public comments on Proposed Fiscal Year 2019 Budget amendments as discussed at the September 12, 2019 Work Session. An ordinance has been prepared for Council’s consideration under Agenda Item No. 9. (ACTION ITEM) (Legislative Public Hearing)

Documents:

AGENDA-ITEM-7.PDF

8. BID/AGREEMENT – POCATELLO CREEK RESTORATION PROJECT

Council may wish to consider the recommendations of staff for the following requests regarding the Pocatello Creek Restoration Project. (ACTION ITEM)

(a) Accept the low responsive bid received on August 26, 2019 from TDX Power Services, LLC in the amount of $39,760.00; and if the bid is accepted

(b) Authorize the Mayor’s execution of the Agreement between the City of Pocatello and TDX Power Services, LLC in the amount of $39,760.00 for the Pocatello Creek Restoration Project, subject to Legal Department review. (City’s portion will be $4,760.00.)

The services provided will be construction of stream restoration treatments at three locations along Pocatello Creek located near Fire Station No. 3 on Pocatello Creek Road. If approved, the work will begin middle of October and will be completed within or before 30 days from the start date. Funds for this project are budgeted and available in the Science and Environment Division and a Grant provided by the Idaho Water Resources Board Flood Management Grant Program.

Documents:

AGENDA-ITEM-8.PDF

9. ORDINANCES
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. 9: ORDINANCES: The Council has the following options for reading ordinances. If the Council makes no motion, the ordinance will be read on three (3) different days, two (2) readings of which may be by title only and one (1) reading of which shall be in full and placed on final passage for publication. (ACTION ITEM)

EXAMPLE MOTIONS:

Option 1: FOR ONE READING UNDER RULES SUSPENSION: "I move the ordinance, Agenda Item # , be read only by title and placed on final passage for publication, and that only the ordinance summary sheet be submitted for publication."

Option 2: FOR THREE SEPARATE READINGS: "I move the ordinance, Agenda Item # , be read on three separate days. First and second readings will be by title and in full on the third reading. The ordinance shall then be placed on final passage for publication, and only the ordinance summary sheet be submitted for publication."

Before the ordinance can be read under Option 1, the Council must pass said motion by a vote of one-half plus one (4) of the full Council.

An ordinance ready for reading.

An ordinance approving an amendment to the Fiscal Year 2019 Appropriations Ordinance increasing the total Fiscal Year expenditures by $4,791,074.00 to account for additional revenues, including grant funds received by the City and to use previously unappropriated cash balances for unanticipated expenses incurred by the City. (Whole ordinance will need to be published.) (ACTION ITEM)

Documents:

AGENDA-ITEM-9.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.)

11. ADJOURN

PUBLIC HEARING PROCEDURE

1. Explanation of hearing procedures by Mayor or staff.
   o Ten (10) minute time limit on applicant presentation.
   o Three (3) minute time limit on public testimony.
   o Names and addresses are required from those presenting/testifying.
   o Questions/comments should be addressed to the Mayor and Council.
   o 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.
   o 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.
RESOLUTION NO. 2019-____

A RESOLUTION OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, ADOPTING A NEW POLICY STATEMENT OF THE CITY OF POCATELLO PROVIDING FOR A DRUG/ALCOHOL TESTING POLICY FOR CITY OF POCATELLO EMPLOYEES WHOSE POSITIONS REQUIRE A COMMERCIAL DRIVER’S LICENSE; REPEALING A PRIOR EXISTING POLICY ADOPTED ON DECEMBER 28, 2017; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pocatello previously adopted a City of Pocatello Drug/Alcohol Testing Policy for City employees whose positions require a Commercial Driver’s License at its regularly scheduled meeting on December 28, 2017; and

WHEREAS, since the most recent update to the Policy, several job titles listed in Appendix A of the City of Pocatello Drug/Alcohol Testing Policy have been updated;

WHEREAS, the Human Resources Safety and Wellness Coordinator and Risk Manager have recommend, effective October 1, 2019, adoption of a new Policy to incorporate the current job titles for all employees subject to testing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF POCATELLO that the City of Pocatello hereby adopts the City of Pocatello Drug/Alcohol Testing Policy as revised effective October 1, 2019, which Policy is attached hereto as Exhibit “A”, and incorporated herein by reference.

BE IT FURTHER RESOLVED that said policy shall become effective on October 1, 2019.

RESOLVED this 19th day of September, 2019.

CITY OF POCATELLO, a municipal corporation of Idaho

BRIAN C. BLAD, Mayor
ATTEST:

RUTH NEWSOM, City Clerk
THE CITY OF POCATELLO
DRUG / ALCOHOL TESTING POLICY

POLICY STATEMENT

In recognition of the harmful effects that the use of illegal drugs and the misuse of alcohol can have on employees engaged in the transportation industry, the City of Pocatello (hereafter referred to as "the City") has a responsibility to its drivers, and the public at large, to see that its commercial vehicle operators are both drug and alcohol free while on duty. This responsibility comes in light of the fact that employees who are under the influence of drugs or alcohol while on duty are more likely to cause accidents and injuries, both to themselves and co-workers, as well as the public at large.

Therefore, the City of Pocatello is implementing this Drug and Alcohol Free Workplace Policy that includes within its provisions those regulations contained within the Department of Transportation (DOT) Controlled Substances and Alcohol Use and Testing, Procedures for Transportation Workplace Drug and Alcohol Testing, and Prevention of Alcohol Misuse and Prohibited Drug Use, as contained in 49 CFR Parts 382 and 40, as amended, respectively.

Implementation Schedule

This policy is effective October 1, 2019, replacing the prior existing policy of January 1, 2018.

Covered Individuals

For purposes of this policy, covered individuals are those employees of the City of Pocatello who operate vehicles or equipment requiring a Commercial Driver's License (CDL). A list of these positions by department and title is contained in Appendix A, attached hereto and incorporated herein.

Questions Regarding this Policy

The City hereby designates a representative from Human Resources, (hereafter referred to as the Designated Employee Representative [DER]) as the person responsible for implementing and administering the City's Drug/Alcohol Testing Policy and for answering covered individuals' questions relating to the provisions of this policy.

Covered Individuals' Use of Alcohol

The City is committed to ensuring that all covered individuals do not operate a commercial vehicle while under the influence of alcohol. Therefore, covered individuals of the City are not to consume alcohol within four (4) hours of reporting to work. Covered individuals are not to report to work or remain at work while having an alcohol concentration of .02 or greater. Covered individuals are prohibited from using or possessing alcohol while they are on duty.
Covered Individuals' Use of Illegal Drugs

The City has an absolute prohibition against an employee's use of illegal drugs, or the illegal use or misuse of prescription medication. Evidence that an employee has tested positive for the presence of illegal drugs or illegal use or misuse of prescription medication pursuant to a test given under the terms of this policy will be proof sufficient to establish the employee's violation of this provision.

Drugs tested for by the City are alcohol, marijuana, cocaine, amphetamines and methamphetamines, opioids, and phencyclidine (PCP).

Safety-Sensitive

For the purposes of this policy, the term “safety-sensitive”, when referring to a function, duty, employee, position, or otherwise, shall be interpreted as operating under, referring to, requiring, or possessing a Commercial Driver's License.

DRUG AND ALCOHOL TESTING OF PROSPECTIVE AND CURRENT COVERED INDIVIDUALS

All covered individuals are required as a condition of employment to submit to drug and alcohol testing in accordance with federal statute 49 CFR Parts 40, as amended, and 382. A drug test can be performed any time a covered employee is on duty. An alcohol test can be performed just before, during or after the performance of a safety-sensitive function.

Pre-Employment Testing

All applicants that are offered a CDL vehicle operation position with the City of Pocatello shall undergo urine pre-employment drug testing.

(1) All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant shall not be hired into a covered position unless the applicant takes a drug test with a verified negative drug test result. If an applicant fails to appear for a pre-employment test in a timely fashion, it is not considered a refusal.

(2) A non-covered employee shall not be placed, transferred or promoted into a covered position until the employee takes a pre-employment drug test with a verified negative result.

(3) Covered employees, including applicants, may not operate a CDL vehicle for the first time, until a pre-employment drug test has been administered with a verified negative drug test result.

(4) If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded. Failure of a pre-employment drug test will disqualify an applicant for consideration of employment in a safety-sensitive position for a period of at least two years. The City shall advise the applicant of the resources available for evaluating and resolving problems associated with prohibited drug use and alcohol misuse, including the name, address and telephone number of a substance abuse professional and counseling and treatment programs.

(5) When a covered employee or applicant has previously failed or refused a pre-employment drug test administered under 49 CFR Part 382, the employee must provide the City of Pocatello proof of having successfully completed a referral, evaluation and treatment plan in accordance with 49 CFR Part 382, subpart O. Evidence of the absence of drug dependency from a Substance Abuse Professional that meets
with 49 CFR Part 40, as amended, and a negative pre-employment drug test will be required prior to further consideration for employment. The cost for the assessment follow-up testing and any subsequent treatment will be the sole responsibility of the applicant.

(6) When a pre-employment test for an employee being placed, transferred, or promoted from a non-covered position to a covered position results in a verified positive result, the employee shall be subject to disciplinary action.

(7) If a pre-employment drug test is canceled, an applicant, or the employee in cases of transfers, shall be required to take another pre-employment drug test with a verified negative result.

(8) An applicant or employee with a dilute negative pre-employment test result will be required to retest.

(9) When a covered employee or applicant has not driven a CDL vehicle for 90 consecutive calendar days regardless of the reason, and the employee has not been in the employer’s random selection pool during that time, the employee shall be required to take a pre-employment drug test with a verified negative result.

As an employer, the City shall request applicants or any employee transferring into a safety-sensitive position to sign a written consent for the City to obtain specific information from any DOT regulated employer of the applicant, or employee, during any period within the two years prior to the date of the employee’s application or transfer. Any applicant or employee that refuses to provide this written consent shall not be permitted to operate a CDL vehicle. Information requested shall consist of the following:

1. Alcohol tests with a result of 0.04 or higher alcohol concentration;
2. Verified positive drug tests;
3. Refusals to be tested (including adulterated or substituted drug test results);
4. Other violations of DOT agency drug and alcohol testing regulations; and
5. With respect to any employee who violated a DOT drug and alcohol regulation, documentation of the employee’s successful completion of DOT return-to-duty requirements (including follow-up tests).

Information concerning an applicant who has tested positive on a pre-employment test will be requested of the applicant directly if unavailable from the employer. The applicant or employee will be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee applied for, but did not obtain, employment covered by DOT agency drug and alcohol testing rules during the past two years. Any applicant or employee acknowledging that he or she had a positive test or refused to test shall not be allowed to operate a CDL vehicle for the City of Pocatello until and unless the applicant or employee documents successful completion of the return-to-duty process.

As an employer from whom information is requested under the U.S. DOT rules, the City will maintain a written record of any information released, including the date, the party to whom it was released, and a summary of the information provided. Any information received from previous DOT regulated employers or the employee shall be kept confidential, as well as the good faith efforts made to obtain this information. This information shall be retained for three years from the date of the employee’s first operation of CDL vehicles for the City of Pocatello.
Reasonable Suspicion

The City will require a covered individual to be tested for the use of alcohol, illegal drugs, or the use of prescription medication if an employee’s physical appearance or pattern of behavior gives City officials reason to believe the employee is impaired because of substance abuse that would endanger their well-being, as well as the safety of fellow employees, or the general public. The basis of suspicion of drug and alcohol abuse must be specific, contemporaneous, and articulable. When an employee is suspected of being under the influence of drugs or alcohol, the employee will be escorted to the collection site to avoid exposure to liability and prevent the opportunity to purchase or ingest anything that could affect the test result.

Supervisors will have completed, and/or other company officers authorized by the City to make reasonable suspicion determinations shall receive, at least 60 minutes of training on the physical, behavioral, and performance indicators of probable drug use and at least 60 minutes of training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse. A trained supervisor who has a reasonable suspicion that a covered individual is under the influence of alcohol or drugs must contact the Human Resources Department prior to making a test request and discuss the necessary procedures to follow for immediate testing and may request another trained supervisor to observe the employee. The supervisor must complete a form documenting the basis for the test performed within twenty-four (24) hours of making the test request, a copy of which is attached hereto as Appendix B and incorporated herein.

Examples which may trigger an interview for a “Reasonable Suspicion” test include, but are not limited to, the following:

1. Physical signs and symptoms consistent with substance use, or misuse of alcohol, e.g. odor of alcohol or marijuana or attempts to mask such odors, slurred speech, lack of motor skills, coordination, etc.

2. Evidence of the manufacture, distribution, dispensation, possession, or use of controlled substances, drugs, alcohol, or other prohibited substances such as drug paraphernalia, syringes, or empty cans or bottles, etc.

Random Testing

All covered employees will be subject to random, unannounced and unpredictable testing. The selection of employees shall be made by a scientifically valid method of randomly selecting employees from the appropriate pool of safety-sensitive employees.

1. Employees are required to proceed immediately to the collection site upon notification of their random selection. If the covered employee is operating a CDL vehicle at the time of the notification, they shall cease to continue performing the safety-sensitive function and proceed to the testing site immediately.

2. The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year and conducted at all times of day when CDL vehicle operation is performed.

3. The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates established by Federal regulations for those safety-sensitive employees subject to random testing by Federal regulations. Each year, the Administrator will publish in the Federal Register the minimum annual percentage rates for random drug and alcohol testing of covered employees. The new rates will be applicable starting January 1 of the calendar year following publication.
Random drug tests can be conducted at any time a covered employee is on duty. Random alcohol tests shall only be performed just before, during, or just after the performance of a safety sensitive duty.

Each covered employee shall be in the pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested.

Post-Accident

A covered individual operating a commercial vehicle for the City that is involved in a reportable accident will be tested for both illegal drugs and alcohol as soon as practical. For terms of this policy a reportable accident means an occurrence involving a commercial motor vehicle operating on a public road which results in: (1) a fatality; (2) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (3) one or more of the motor vehicles incurs disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle. In the case of a fatality, the covered individual will be tested regardless of fault. In the case of non-fatal accidents, the operator will be drug and alcohol tested unless the City determines, using the best information available at the time of the decision, that the employee’s performance can be completely discounted as a contributing factor to the accident. Alcohol testing must be administered within two (2) hours of the accident and if it is not possible within two (2) hours, then within eight (8) hours. Drug testing must be administered within thirty-two (32) hours of the accident. Drug and alcohol testing is stayed to allow a covered employee to receive necessary medical attention following an accident and to assist in the resolution of the accident even if this requires the covered individual to leave the scene of the accident.

Any covered individual required to be tested under this section must remain readily available for such testing and such a covered individual may not consume alcohol within eight (8) hours of the accident. A covered individual who is involved in an accident requiring a drug and alcohol test must notify his/her supervisor who will then notify the risk manager and DER of the accident. The covered individual involved in the accident must comply with those instructions given him/her relative to his/her taking a drug and alcohol test.

Specimen Collection Procedures and Test Result Notification

Adulteration or Submission of a Concealed Specimen

If, during the collection procedure, the collection monitor detects an effort by a covered individual to adulterate or substitute a specimen, a second specimen will be immediately requested. If a second specimen is provided, that specimen will be tested. If the request for a second specimen is refused, the collection monitor will inform the DER of the covered individual’s refusal to submit a true specimen. Such conduct by the covered individual will be considered as a refusal to provide a true specimen for testing.

In the event that a prospective or current employee submits a specimen that the laboratory later identifies as a diluted specimen, the City will advise the employee of that result and request that employee submit a second specimen. Such donors will be advised by the City not to drink any fluids prior to the test.
Drug / Alcohol Specimen Collection Procedures

All testing for illegal drugs will be done by the testing of a covered individual's urine specimen. All such testing will utilize the split specimen collection procedure. Under that procedure, each covered individual will have his/her urine specimen sealed in two separate containers and both sent to a Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory for testing. If a covered individual's first specimen tests positive, that covered individual may request, within three (3) days of the positive notification, that the other specimen be tested at another SAMHSA laboratory. This second test will be done at the covered individual's expense unless the second test comes back negative. During the time the second specimen is being tested, that covered individual will be suspended with pay. All specimen collections will be conducted by personnel that have been instructed and trained in collection procedures set by the DOT. All testing for alcohol will be done by the use of a DOT approved breath testing device, operated by a trained and qualified breath alcohol technician (BAT).

Confidentiality and Reporting of Test Results

Drug and alcohol test results are confidential and the associated records are maintained within the Human Resources Department. The DER and/or his designee are custodians of these records and maintain control of them. Only positive test results are communicated to other City officials and then only to the Department Head of the covered individual's department, the employee's direct supervisor, the Human Resources Director, the Mayor, and a member of the City's Legal Department, who are responsible for directing the employee's work assignments, administering City policy, and implementing disciplinary procedures. Test results, both positive and negative, may be communicated to other parties only with the written consent of the covered individual.

Notification of Test Results

The City will be notified of alcohol test results immediately after testing is complete from the collection site by the breath alcohol technician (BAT) directly. The City has arranged that all drug test results will be forwarded to the City through a third part administrator (TPA) as the representative of the City, and the Medical Review Officer (MRO). Prior to the City being informed that a prospective or current covered individual has tested positive for illegal drugs, the covered individual will be offered an opportunity to follow up on such information as is appropriate. Any covered individual who is taking a prescription drug that may have been the cause of a positive test result will be asked to provide the name of the medication and the identity of the prescribing physician for verification. If this is verified, the covered individual's test result will be reported as negative. If, after consideration of the matter, the MRO finds no reason to doubt the validity of the positive test, that result will be conveyed to the DER, as well as the identity of the drug.

If the covered individual cannot be located, the MRO, or his representative, may request that the DER arrange for the covered individual to contact the MRO as soon as possible to discuss the results of the positive test. The MRO will communicate a positive result to the City without discussing the result with the covered individual if the covered individual expressly declines the opportunity to discuss the results of the test, or the covered individual is instructed to contact the MRO but fails to do so within 72 hours.
Refusal to Submit to a Drug or Alcohol Test

A covered individual operating a CDL vehicle for the City may not refuse to take a drug or alcohol test when requested to do so, consistent with the terms of this policy. Such a refusal will be considered equivalent to testing positive for illegal drugs or alcohol and is a violation of City policy.

All covered employees will be subject to urine drug testing as a condition of ongoing employment with the City of Pocatello in accordance with 49 CFR Part 655. Any CDL vehicle operator who refuses to comply with a request for testing shall be immediately removed from duty, referred to a substance abuse professional for evaluation, and subject to discipline. As a covered employee, you have refused to take a drug or alcohol test if you:

1. Fail to appear for a drug or alcohol test, with the exception of a pre-employment test, within the specified timeframe as determined by the City, after being directed to do so;
2. Fail to remain at the testing site until the testing process is complete;
3. Fail to attempt to provide a urine specimen for any drug test, or fail to attempt to provide a saliva or breath specimen, as applicable; required by 49 CFR Parts 40, as amended, 382 or DOT agency regulations;
4. Fail to provide a sufficient amount of urine when directed, or fail to provide a sufficient breath specimen, and it has been determined, through a required medical evaluation, that there was not adequate medical explanation for the failure;
5. In the case of a directly observed or monitored collection in a drug test, fail to permit the observation or monitoring of your provision of a specimen;
6. Fail to follow an observer’s instructions to raise and lower clothing and turn around during a directly observed test;
7. Possess or wear a prosthetic or other device used to tamper with the testing process;
8. Admit to the adulteration or substitution of a specimen to the collector or MRO;
9. Fail to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process or as directed by the DER as part of the “shy bladder” or insufficient breath procedures;
10. Fail or decline to take a second test the employer, DER, or collector has directed you to take;
11. Fail to cooperate with any part of the testing process (e.g. refusing to empty pockets when so directed by the collector, behaving in a confrontational way that disrupts the collection process);
12. Fail to sign the certification at Step 2 of the Alcohol Testing Form (ATF) for alcohol testing; or
13. Provide a urine specimen that produces a verified adulterated or substituted test result verified by an MRO.

Note: As an employee, when you refuse to take a non-DOT test or to sign a non-DOT form, you have not refused to take a DOT test. There are no consequences under DOT agency regulations for refusing to take a non-DOT test for drugs or alcohol.

Any covered employee who is suspected of providing false information in connection with a drug test, or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an additional collection. Verification of the above listed actions will be considered a test refusal and will result in the employee’s removal from duty and discipline. Refusal can also include a verbal or written declaration. Such refusals constitute a violation of the City’s drug and alcohol program policy.
As an employee, you have refused to take a drug test if you fail to appear for any test (except a pre-employment test for employees being transferred into CDL vehicle operator positions) within a reasonable time, as determined by the employer. Consistent with applicable DOT agency regulations, after being directed to do so by the employer failure to complete the testing process once testing commences is considered a refusal to submit in pre-employment instances.

**Effect of Testing Positive for Drugs or Alcohol**

For purposes of this policy, an employee tests positive for alcohol when that employee’s blood alcohol concentration (BAC) is .04 or above. If a covered individual/current employee tests between .02 and .039 BAC, that employee will not be allowed to perform work for the City for at least 8 hours or until their next regularly scheduled shift, whichever is longer. Any employee who twice tests between .02 and .039 BAC in a year’s time will be treated as the equivalent of testing positive for alcohol.

Any prospective employee who tests positive for the presence of illegal drugs or alcohol or who tested positive for drugs or alcohol within the past two (2) years while employed by another employer will not be hired.

Any covered individual who tests positive for illegal drugs or alcohol will immediately be removed from his or her safety sensitive function and be referred to a substance abuse professional for evaluation. Said covered individual will additionally be terminated from employment with the City regardless of whether the employee wishes to contact the referred substance abuse professional and complete the treatment program and follow up testing at their own expense.

Any current employee who tests positive for the presence of illegal drugs or alcohol will be terminated from employment with the City.

**City of Pocatello Additional Drug and Alcohol Testing Policies**

The policies under this section are adopted by the City of Pocatello. The provisions of this section are included as a matter of City policy and are more stringent than those required by the federal implementing regulations. None of the policies in this section are to be construed as to be required by the Department of Transportation.

Other employees of the City of Pocatello in positions requiring a Commercial Driver’s License are tested under 49 CFR Part 382 Regulations. In all cases, including drivers also covered under 49 CFR Part 655, the covered individual will be tested if he/she receives a traffic citation in connection with an accident which otherwise meets the criteria for requiring drug/alcohol testing.


Brian C. Blad, Mayor

Date
APPENDIX A

Employee Categories Subject to Testing Under This Policy

Positions subject to Drug and Alcohol Testing under 49 CFR Part 382 Regulations
(Position Requiring a Commercial Drivers License)

Airport
Airport Maintenance Supervisor
Airport Manager
Airport Senior Equipment Operator
Facilities Maintenance Worker
Part-Time Laborer with CDL

Pavement Marking and Sign Technician
Seasonal Snowplow Driver
Senior Equipment Operator
Street Maintenance Supervisor
Traffic Operations Supervisor
Traffic Signal Electrician

Fleet Services
Fleet Manager
Fleet Service Writer
Mechanic
Mechanic/EVT
Shop Foreman

Water
Construction Worker
Day Service Worker
Equipment Operator
Lead Construction Worker
Lead Plumber
Lead Plumber/Valve Specialist
Night Service Worker
Operations Supervisor
Part-time Laborer with CDL
Plumbing Supervisor
Pump and Purification Technician
Senior Equipment Operator
Water Mainline Foreman
Water Mainline Supervisor
Water Meter Technician
Water Operations Supervisor
Water Warehouseman
Welder/Fabricator

Sanitation
Facilities Maintenance Worker
Lead Sanitation Operator
Part-Time Laborer with CDL
Sanitation Operator
Sanitation Operator Apprentice
Sanitation Operations Supervisor
Sanitation Service Worker-Relief Operator
Senior Sanitation Operator
Welder/Fabricator

Street Operations
Deputy Public Works Director
Equipment Operator
Facilities Maintenance Worker
Lead Equipment Operator
Lead Pavement Marking and Sign Technician
Part-time Laborer with CDL

WPC Lead Plant Operator
WPC Mechanic/Welder
WPC Plant Electrician
WPC Plant Operator
WPC Pump and Valve Technician
WPC Sr. Plant Operator
Appendix B
City of Pocatello

REASONABLE SUSPICION INDICATORS

Manager/Supervisor: This form is to be used to substantiate and document the objective facts and circumstances leading to a reasonable suspicion determination. After careful observation of the employee’s behavior, please check all of the short-term indicators that denote a possible link to the employee’s use of prohibited alcohol or drugs.

Employee Name ___________________________ Job Title ___________________________

Supervisor Name ___________________________ (if applicable)

Second Supervisor ___________________________

A. Incident/Cause for Suspicion
   □ Apparent drug or alcohol intoxication
   □ Abnormal or erratic behavior
   □ Observed/reported possession, dispensation, or use of prohibited substance
   □ Arrest or conviction for drug-related offense(s)

B. Body Behavior
   □ Nausea or vomiting
   □ Extreme fatigue/sleeping on job
   □ Dizziness or fainting
   □ Highly excited or nervous
   □ Odor of alcohol

C. Body Appearance
   □ Either very flushed or very pale
   □ Excessive sweating or skin clamminess
   □ Dry mouth, frequent swallowing, wetting lips frequently
   □ Disheveled appearance/out of uniform

D. Body Movements
   □ Unsteady walk, poor coordination
   □ Shaking hands/body, tremors, twitches
   □ Breathing irregularly, or with difficulty
   □ Loss of physical control

E. Eyes
   □ Bloodshot
   □ Dilated or constricted pupils

F. Speech
   □ Slurred or incoherent speech
   □ Repetitious, rambles

G. Behavioral Indicators Noted
   □ Verbal Abusiveness
   □ Physical abusiveness
   □ Extreme aggressiveness or unresponsiveness
   □ Inappropriate response to questioning or instructions
   □ Erratic/inappropriate behavior, hallucinations, disorientation, confusion, talkativeness, euphoric – (Circle all that apply)

Written summary including any pertinent information not noted above

________________________________________

Reasonable Suspicion Test Performed Yes □ No □ Date ___/___/___ Time _____________

Reasonable Suspicion Test Refused Yes □ No □ Date ___/___/___ Time _____________

Signature of Supervisor ___________________________ Date ___/___/___ Time _____________
Notice of Policy Change

<table>
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<tr>
<th>POLICY</th>
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APPROVED: _________________________________
Brian Blad, Mayor

Section I - Purpose

The purpose of this program is to enhance the employee safety by providing superior quality protective footwear, which meets or exceeds the current OSHA §1910 Standard, ASTM (ANSI) F2412-05 & F2413-05 Standards.

Section II – Policy Change

This is implementation of a new policy to standard footwear purchases for employees to meet IRS requirements and ensure equal application among departments.

Section III - Scope

All employees in the job classifications noted in “Attachment A” are required to wear authorized and approved quality protective safety footwear.

Section IV – Policy

- City of Pocatello Personnel Policy Handbook, Section B: Employee Benefit’s, 13. Safety Footwear Program
  - The purpose of this program is to enhance the employee safety by providing superior quality protective footwear, which meets or exceeds the current OSHA §1910 Standard, ASTM (ANSI) F2412-05 & F2413-05 Standards. Employees will be paid a Safety Footwear Allowance pursuant to the adopted Safety Footwear Program as adopted by City Council.

- Standalone policy: City of Pocatello Safety Footwear Program (hyperlinked in handbook)
City of Pocatello Safety Footwear Program

1) Program Summary

The purpose of this program is to enhance the employee safety by providing superior quality protective footwear, meets or exceeds the current OSHA §1910 Standard, ASTM (ANSI) F2412-05 & F2413-05 Standards.

2) Program Details

a) Employees are required to wear safety footwear at all times while working in areas requiring safety footwear. These areas are determined by the department head or supervisor. Employees shall ensure that their safety footwear are in safe working order (shoes with exposed steel cap no longer provide the safe protection they were designed for.)

b) Employees will be required to acquire safety footwear before working in areas where the use of safety footwear is mandatory.

c) Employee’s failure to acquire the protective footwear within the prescribed timelines or failure to wear the footwear while at work, may subject the employee to disciplinary action up to and including termination.

d) Supervisors/department heads are required to ensure that new employees with job classifications in “Appendix A” have been provided with the appropriate requirements. The department head and employee shall sign a notice of this policy. Department heads shall provide annual safety footwear information to all employees whose job classification appears on “Appendix A”.

e) Each Department shall be responsible for the implementation and funding of the Safety Footwear Program. Each Department Head will have standard set for each position as explained in Appendix B.

f) The Safety Footwear requirements as defined by department and position type are requirements of the positions. If an employee reports to work in inappropriate footwear it is subject to disciplinary action.

g) Medical waivers for foot protection are not acceptable except for temporary conditions as certified by a medical practitioner licensed by the State of Idaho.

h) The safety boot allowance will be included on all IRS W-2 forms as reportable taxable income and employees is liable for any and all taxes incurred for such safety footwear reimbursements. Any spending above the allowance will be the responsibility of the
employee.

3) Payment of Allowance:

a) Payment of the designated allowance will be paid as an add pay on the employees first paycheck of the fiscal year. Employees who start mid-year will receive their payment on their first month of employment.

4) Procedures:

The use of footwear is mandatory for all City personnel identified in “Attachment A”. Within thirty calendar days of employment an employee will be required to obtain safety footwear.

a) Footwear Definitions

i) Safety Toe Boots:

(1) Safety boots high boots shall be 6” height or greater, be leather or composite material, containing protective reinforcement made of steel or composite toes, and include a supported heel. The footwear must meet the American Society for Testing and Materials (ASTM) standard. Slip resistance is recommended.

ii) Work boots:

(1) Work boots shall be 6” height or greater, and be leather or composite material with a supported heel. Slip resistance is recommended.

iii) Limited Field Work:

(1) Limited field work positions are required to meet the specifications required by job sites, and any OSHA requirements in place due to funding. Slip resistant is recommended. The determination of boot style is determined by the Public Works Director or Deputy Public Works Director. As these positions spend less than 50% of their time in the field they are at the limited field classification.

iv) Waterproof

(1) Waterproof shoes that are slip resistant, must cover the foot. Ankle and higher are acceptable.

NOTE: Suede material and wedge soles will not be authorized or approved.

5) Repair and Replacement:

a) With the exception of extraordinary work related circumstances authorized in writing by
their department head, replacement or repair of the safety footwear within that year period will be the responsibility of the employee.

6) Worker's Compensation Claims involving safety boot damage:
   
a) Any employee who has an on-the-job injury who is not wearing appropriate footwear at the time of the injury is subject to reprimand up to and including termination.

7) Appeals:
   
a) The Department Head may evaluate, on a case-by-case basis, employee requests for special footwear or exception to this program. If the Department Head approves special footwear or an exception. They shall submit the request to City Public Works Director, or Deputy Public Works Director and HR Safety & Wellness Coordinator.

b) Medical certification from the employee’s treating physician is required for such requested exception. The treating physician must provide an assessment of viable footwear alternatives that ensure the protection of the employee.

c) The City Public Works Director, or Deputy Public Works Director, and Safety & Wellness Coordinator will have the final approval of authorized alternative footwear and submit a final decision in writing. The employee will be responsible for additional costs above the original dollar value provided by the City for the safety footwear.
## Appendix A

### Position Classifications Allowances for the City of Pocatello Safety Footwear Program

<table>
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<tr>
<th>Department</th>
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Appendix B
Footwear Safety Standards

11 signifies the year of the standard

M signifies Male

ASTM 2413-11
M I/75 C/75
EH PR

I and C signify Impact and Compression protection

EH signifies Electrical Hazard protection
PR signifies Puncture Resistance protection

EXAMPLE ASTM F24513-11 LABEL

ASTM (American Society for Testing and Materials) 2413 sets the minimum standards and testing procedures for safety footwear.

The identification of the ASTM 2413 standard is:

- LINE 1 - ASTM F2413-11 (The F2413 identifies the ASTM Standard and the "11" signifies the year of the standard)
- LINE 2 - F (Female) or M (Male) and I/75 (Impact safety-toe protection) and C/75 (Compression safety-toe protection)
- LINE 3 - Used to reference additional protective features and they should appear in the order that they appear in the standard, i.e. Mt, Cd, EH, SD, PR.

How do I Read and Understand the Labels?

1) Impact (I) and Compression (C) Resistance
   a) A safety test is performed by dropping a 50-pound weight from a predetermined height (1.5 feet) at a designated speed. The I/75 C/75 rated footwear will protect the wearer's toes from an impact of up to 75 foot-pounds and compressive loads up to 2,500 pounds.
   b) The clearances under the safety toe after the test is performed are as follows:
      i) Men-0.500 Inch (12.7mm)
ii) Women-0.468 inch (11.9mm)

c) The standard doesn't cover the use of 'aftermarket add-on' protective toe devices*

2) Metatarsal - MT

a) Metatarsal protection is designed to prevent or reduce injuries when the toe and metatarsal areas of the foot are exposed to hazards. The metatarsal test is performed by dropping a 50 pound weighted bar 1.5 feet onto the metatarsal guard. (75 foot-pounds of impact energy.) The impact energy is the same as for the safety- toe impact. The clearance is measured by inserting a wax form into the shoe to accurately measure the deflection of the metatarsal guard on the interior of the shoe.

b) The clearances under the metatarsal guard after the metatarsal impact are as follows:
   i) Men- 1 Inch (25.4mm)
   ii) Women-0.937 Inch (24mm)

c) The standard doesn't cover the use of 'after market add-on' guards

3) Conductive Footwear- CD

a) Conductive footwear is designed to discharge static electricity from a person's body through their shoes to the ground. This type of footwear is designed to minimize static electricity and take the "charge" out of your body so static discharge sparks do not occur.

b) The electrical resistance of conductive protective footwear should range between 0 and 500,000 ohms. (One-half Mega Ohm)

4) Electrical Shock Resistant Protection- EH

a) EH protective footwear is designed to reduce the hazards due to accidental contact with live electrical circuits and is only meant to be used as a secondary protection for electrical hazard environments.

b) The outer surface of the sole and heel shouldn't be penetrated by any electrically conductive component, like nails in the heel.

c) EH shock resistant footwear must be capable of withstanding the application of 18,000 volts at 60 Hz for 1 minute with no current flow or leakage in excess of 1.0 milliampere.

5) Static Dissipating Footwear-SD

a) SD protective footwear is designed to reduce the buildup of excess static electricity by conducting body static charge to ground, while maintaining a sufficient high level of resistance that protects the wearer from electrical hazards due to live electrical circuits.

b) The electrical resistance must be greater than 1,000,000 ohms (1 Mega Ohms) and not exceed 100,000,000 ohms (100 Mega Ohms).

6) Sole Puncture Resistant Footwear - PR

a) Puncture resistant footwear includes a sole puncture resistant device (usually below the insole) which reduces the possibility of puncture wounds to the bottom of the feet.

b) PR footwear should withstand a minimum nail penetration force of 270 pounds.
Appendix C: Department and Position Standard Requirements

This form needs to be completed and submitted to Human Resources prior to the fiscal year allowance payment to employees. Form is also available online at: https://employees.pocatello.us/forms/

Fiscal Year: ____________________

Department: __________________________________________

Position: __________________________________________

Allowance Amount (circle 1): $150 $100 $50

Indicate the footwear safety features by checking the boxes below.

<table>
<thead>
<tr>
<th>Feature</th>
<th>□</th>
<th>□</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety Toe (employee choice)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Steel Toe</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aluminum Toe</td>
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</tr>
<tr>
<td>Composite Toe</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical (Please specify)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Static Dissipative (SD)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conductive (Cd)</td>
<td></td>
<td></td>
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<tr>
<td>Anti-Static (ESD)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dielectric Insulation (DI)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laces</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ankle Support</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>Lug Soles</td>
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<td></td>
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<tr>
<td>Puncture Resistant Sole (PR)</td>
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<tr>
<td>Metatarsal Protection (MT)</td>
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</tr>
<tr>
<td>Non-Slip</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>Waterproof</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>Water resistant</td>
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<tr>
<td>Chemical Resistant</td>
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<tr>
<td>Heat or Cold</td>
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<td></td>
</tr>
<tr>
<td>Other:</td>
<td>□</td>
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</tbody>
</table>

Supervisor Name: ______________________________ Date: ________________

Supervisor Signature: __________________________________________

Department Head Name: _____________________________ Date: ________________

Department Head Signature: __________________________________________

Please submit completed form to Human Resources or submit online.

For submission tracking
CITY COUNCIL DECISION
SHORT PLAT APPROVAL
ARMSTRONG LEGACY DIVISION NO. 2

Roger Armstrong, Trustee of the Armstrong Family Trust, and Gordon Armstrong, the
Developers and Owners, represented by Creek Hollow & Associates, Inc., submitted a short plat
application to subdivide approximately 2.97 acres of land into three (3) residential lots zoned
Residential Medium Density Multi-Family (RMM). Said property is located north of Grant Street and
west of Bannock Highway, Pocatello and is more particularly described as SE1/4NW1/4 of Section 1,
Township 7 South, Range 34 EBM.

This matter came before City Council at its regularly scheduled meeting on September
5, 2019, at which time the City Council approved the short plat for Armstrong Legacy Division No. 2
and authorized City staff to sign the plat, subject to the following conditions:

1. All conditions on the Subdivision Application Staff Report attached hereto as
Exhibit “A”, and incorporated herein, shall be met.

2. All conditions set out in the Public Works Department Memorandum from Merrill
Quayle, P.E. dated, August 27, 2019, attached hereto and incorporated herein as Exhibit “1” to
Exhibit A, shall be met.

3. As proposed, Lot 2 Block 1 shall be designated on the plat as a non-buildable lot to
provide access to Lot 3 Block 1 of Armstrong Legacy Division No. 1.

4. Subdivision Covenants, Conditions and Restrictions (CCR’s), if applicable, shall
be submitted to the City.

5. The applicant or the associated property owner shall be responsible for the upkeep
and maintenance of all easements on the plat unless otherwise approved by the Pocatello City
Council.

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

7. All other standards and conditions of Municipal Code not herein discussed but
applicable to 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 ___ day of September, 2019.

APPROVED AS TO FORM AND CONTENT

JARED JOHNSON, City Attorney

CITY OF POCATELLO, a municipal corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH NEWSOM, City Clerk

STATE OF IDAHO
County of Bannock

) ss:

On this ___ day of September, 2019, before me, the undersigned, a Notary Public for the State, personally appeared Brian C. Blad and Ruth Newsom, 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.

NOTARY PUBLIC FOR IDAHO
Residing in ____________________________
My commission expires: ____________________
SHORT PLAT SUBDIVISION APPLICATION
MEETING SEPTEMBER 5, 2019
STAFF REPORT

SUBDIVISION: Armstrong Legacy Division No. 2
APPLICANT/OWNER: Roger & A. Gordon Armstrong
SURVEYOR/ENGINEER: Creek Hollow & Associates, Inc. – Chris Adams
LOCATION: North of Grant Avenue & West of Bannock Highway
ZONING: Residential Medium Density Multi-Family (RMM)
LOTS/UNITS: Three (3) Lots

FILE # 19-2186

RECOMMENDATION & CONDITIONS:
Staff finds that the proposal is compliant with all applicable standards of Pocatello Municipal Code Sections 16.16 and 16.24, assuming compliance with the following conditions:
1. All comments contained in the Public Works Memorandum, dated August 27, 2019, shall apply;
2. As proposed, Lot 2 Block 1, shall be designated on the plat as a non-buildable lot to provide access to Lot 3 Block 1 of the Armstrong Legacy Division No.1; and
3. All other standards or conditions of Municipal Code not herein stated but applicable to the subdivision shall apply.

REQUEST: Roger Armstrong, Trustee of the Armstrong Family Trust, and Gordon Armstrong, represented by Creek Hollow & Associates, Inc., have submitted a short plat application requesting to subdivide 2.97 acres, located north of Grant Avenue and west of Bannock Highway, into three (3) residential lots.

DENSITY & LOT DESIGN: The proposed subdivision encompasses 2.97 acres (more or less) and is zoned Residential Medium Density Multi-Family (RMM), which requires a minimum lot size of 5,000 sq. ft. for a single-family dwelling. The smallest buildable lot is 0.59 acres (25,700 sq. ft.). There is an existing building, considered a legal non-conforming structure, which encroaches upon Lot 3 Block 1 of the proposed subdivision and Lot 3 Block 1 of the Armstrong Legacy Division No.1. A petition for vacation of easement (18-3429) was processed and approved in January 2019, which proposed removing the access easement from Bannock Highway to Lot 3 Block 1 of the Armstrong Legacy Division No. 1. The aforementioned vacation of easement was approved with the condition that a short plat shall be approved, before the ordinance of vacation is recorded, for the properties located to the west of the Armstrong Legacy Division No. 1, in order to grant permanent access to Lot 3 Block 1 of the Armstrong Legacy Division No. 1, and to bring the properties into conformance with City Code. All bulk and placement standards of Pocatello Municipal Code Title 17 Zoning Regulations will be met.

ACCESS & UTILITIES: Access to Lots 1 & 3 Block 1 is provided from South Grant Avenue, and Lot 2 Block 1 is intended to provide access to Lot 3 Block 1, Armstrong Legacy Division No. 1. See attachment A, Public Works Memorandum for further discussion regarding utility service installation.

PRIVATE COVENSANTS, RESTRICTIONS & CONDITIONS: Recorded Owner’s Covenants, Conditions and Restrictions (CC &R’s) for the subdivision, if any, must be submitted after the recording of the short plat.

UTILITY PROVIDER & CITY DEPARTMENT NOTICE: Utility providers and affected City Departments were provided notice on 8/06/19. To date, comments have been received from the Idaho Department of Fish and Game, Intermountain Gas Company, and Bannock County, and no substantial concerns were raised.

ATTACHMENTS: A. Public Works Memorandum, dated August 27, 2019
B. Application & Plat
C. Aerial
Memorandum

To: Carl Anderson, Senior Planner

From: Merrill Quayle PE, Public Works Development Engineer

Date: August 27, 2019

Re: Armstrong Legacy Division 2 – City Council Short Plat (Sept. 5, 2019)

The Public Works Departments have reviewed the final plat application for the above mentioned project and submits that the following changes and items shall be addressed and approved prior to recording of the plat. Approval is contingent on the completeness, accuracy, serviceability, and compliance to City Standards.

1. Plat
   A. Prior to recording the Plat a more inclusive and comprehensive review shall be done, coordinate all plat correction through City Surveyor.
   B. Subdivision plat shall conform to all state and local laws and ordinances.
   C. Notes on the plat shall be approved by the City of Pocatello Engineering and Legal Department prior to recording.
   D. The City of Pocatello certificate to read: The plat on which this certificate appears is hereby approved and the dedications are hereby accepted by the City of Pocatello...
   E. Submit any CCR's associated with this plat to the City after recording.
   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 reproducible on an 8.5x11 sheet of paper per Bannock County instructions.
   H. The plat shall be black opaque ink, no gray scale or color

2. Construction Plans/Infrastructure
   A. General
      1. This subdivision is being done for the purpose of distributing land for the Armstrong Family Trust. There are no utilities provided to the properties at this time. There is no sidewalk, curb, and gutter along S Grant Ave at this time. It is recommended that a Real Covenant be signed to satisfy this requirement and that the improvements will be placed when the property is developed or a replat for development is approved.
      2. Any utility service installation will be the responsibility of the developer and at their expense. Coordination with the Water and Engineering Department is required prior to installing services.
FY2019 Proposed September Budget Amendments

This document provides detailed information on the proposed FY2019 September budget amendments for the City of Pocatello.

A public hearing on the proposed budget amendments will be held at 6:00 pm on Thursday, September 19, 2019 in the Council Chambers at City Hall, 911 North 7th Avenue, Pocatello, Idaho 83201.

The City Council is scheduled to subsequently consider an amendment to the FY2019 Budget Ordinance at the conclusion of the regular meeting of September 19, 2019.

Ashley Linton-Welsh
Phone: (208) 234-6219
Fax: (208) 239-6977
Email: alinton@pocatello.us
View on line at: www.pocatello.us
MEMORANDUM FOR: Mayor Blad, Council Members & Citizen Stakeholders
FROM: Ashley Linton-Welsh, Deputy Chief Financial Officer/Deputy Treasurer
SUBJECT: Proposed FY19 September Budget Amendments
DATE September 3, 2019

1. **FOR INFORMATION.**

2. **Purpose.** To provide information regarding proposed FY19 September Budget Amendments.

3. **Discussion.**

a. **General.** Every year the City finds it necessary to amend the budget to account for unanticipated grants or other situations. Although the City may have been awarded a grant, the government must still authorize the new expenditures in the budget. The budget amendment process is similar to that of the original budget: publish a public notice twice with the details, hold a public hearing and then adopt an amended budget ordinance. This is the third and final ordinance amendment that could revise some budgets upwards.

b. **Summary:**

<table>
<thead>
<tr>
<th>Ref #</th>
<th>Line #</th>
<th>Description</th>
<th>Fund</th>
<th>Amount</th>
<th>Source of $</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 001-0500-422.13-02</td>
<td></td>
<td>Unplanned retirement, additional amount Transfer money to Fund 078 for future capital needs</td>
<td>General</td>
<td>$6,000.00</td>
<td>Retirement Savings Proceeds from sale of surplus property</td>
<td>Use of sales proceeds to transfer money to Fund 078 for future capital needs</td>
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<tr>
<td>2 001-0601-520.95-03</td>
<td></td>
<td>Transfer money to separate fund for Hill Vu Settlement</td>
<td>General</td>
<td>$5,000.00</td>
<td></td>
<td>Use of reserves for Hill Vu Settlement payout</td>
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<tr>
<td>3 001-0800-520.95-03</td>
<td></td>
<td>Vu Settlement</td>
<td>General</td>
<td>$4,500,000.00</td>
<td>Reserves</td>
<td>Use of reimbursement from private company for overtime due to election security</td>
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<tr>
<td>4 001-1000-421.11-01</td>
<td></td>
<td>Extra overtime for election security</td>
<td>General</td>
<td>$5,149.00</td>
<td>Reimbursement</td>
<td>Class Action Lawsuit Settlement agreement will be used to purchase supplies</td>
</tr>
<tr>
<td>5 001-1000-421.32-99</td>
<td></td>
<td>Purchase supplies</td>
<td>General</td>
<td>$345.00</td>
<td>Settlement</td>
<td>Donations made to the K-9 Unit will be used to purchase supplies</td>
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<td>6 001-1000-421.32-99</td>
<td></td>
<td>K-9 Unit supplies</td>
<td>General</td>
<td>$2,580.00</td>
<td>Donations</td>
<td>Proceeds from the sale of a donated bus were used to offset the cost of SWAT training and towing costs.</td>
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<tr>
<td>7 001-1000-421.40-99</td>
<td></td>
<td>Training Replace patrol vehicle that was totaled in an accident</td>
<td>General</td>
<td>$838.00</td>
<td>Proceeds from sale of bus</td>
<td>ICRMP Use ICRMP reimbursement to replace patrol vehicle totaled in an accident</td>
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<tr>
<td>8 001-1000-500.82-05</td>
<td></td>
<td></td>
<td>General</td>
<td>$22,295.00</td>
<td>Reimbursement</td>
<td></td>
</tr>
</tbody>
</table>

The memorandum concludes with a detailed list of proposed amendments, each with a description, fund, amount, source of funds, and relevant notes. The amendments cover a variety of budgetary adjustments, including unplanned retirement costs, capital improvements, and operational expenses.
<table>
<thead>
<tr>
<th>Ref #</th>
<th>Line #</th>
<th>Description</th>
<th>Fund</th>
<th>Amount</th>
<th>Source of $</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>9 003-2002-500.80-01</td>
<td>003-2002-500.80-01</td>
<td>Asphalt for Gould Street railroad crossing</td>
<td>Street</td>
<td>$19,376.00</td>
<td>ITD Reimbursement Award for STEM program participation</td>
<td>ITD reimbursement for asphalt for Gould Street railroad crossing</td>
</tr>
<tr>
<td>10 007-9903-461.32-99</td>
<td>007-9903-461.32-99</td>
<td>STEM programming supplies</td>
<td>Library</td>
<td>$1,000.00</td>
<td>Grant/City Match</td>
<td>Use of award money to purchase STEM programming supplies</td>
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<tr>
<td>11 007-9903-461.52-03</td>
<td>007-9903-461.52-03</td>
<td>Repair and restore the brick work of the Carnegie section of the library</td>
<td>Library</td>
<td>$40,000.00</td>
<td>Reserves</td>
<td>Use of reserves to repair and restore the brick work of the Carnegie section of the library</td>
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<tr>
<td>12 009-2401-500.82-02</td>
<td>009-2401-500.82-02</td>
<td>Shelter for 7th &amp; Sherman Bus Stop</td>
<td>Transit</td>
<td>$20,000.00</td>
<td>Grant/City Match</td>
<td>Grant funds received from Idaho Fish &amp; Game will be used for the Watershed Fence project</td>
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<tr>
<td>13 017-1700-402.32-99</td>
<td>017-1700-402.32-99</td>
<td>Watershed Fence project</td>
<td>Science &amp; Environment</td>
<td>$20,000.00</td>
<td>Grant</td>
<td>Grant funds received from Idaho Fish &amp; Game will be used for the Watershed Fence project</td>
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<td>14 052-5200-440.31-06</td>
<td>052-5200-440.31-06</td>
<td>WaterSmart Installation</td>
<td>Utility Billing</td>
<td>$46,700.00</td>
<td>Reserves</td>
<td>Use of Utility Billing Fund reserves for WaterSmart installation</td>
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<tr>
<td>15 070-6001-500.80-01</td>
<td>070-6001-500.80-01</td>
<td>Hawthorne/Quinn Project Right-of-Way Phase</td>
<td>Federal Aid Projects</td>
<td>$100,000.00</td>
<td>Reserves</td>
<td>Use Street Federal Aid Projects Fund reserves for Right-of-Way Phase of Hawthorne/Quinn project</td>
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<tr>
<td>16 088-8106-490.32-99</td>
<td>088-8106-490.32-99</td>
<td>Other General Supplies</td>
<td>Police Grant</td>
<td>$1,791.00</td>
<td>Grant</td>
<td>Additional Bryne grant funds will be used for other general supplies</td>
</tr>
<tr>
<td><strong>Total Amendments</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$4,791,074.00</strong></td>
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<td></td>
</tr>
</tbody>
</table>
c. **Timeline.** The proposed timeline for this “September” set of budget amendments is:

- August 29, 2019     Notice sent to Idaho State Journal (ISJ)
- September 4, 2019   Public notice #1 published
- September 11, 2019  Public notice #2 published
- September 12, 2019  Council Work Session review
- September 19, 2019  Public Hearing and consider amended ordinance

d. **Further amendments.** This is the third and final opportunity to amend the budget for fiscal year 2019.

e. **About amendments in general.** Amendments can be confusing; it appears that “the City cannot stick to a budget.” But the reality is that Council involvement with amendments indicates tight management, not the reverse. The FY19 budget was built during spring, 2018 and adopted in August, 2018. It is never possible to fully anticipate every grant, every real-world situation 12-18 months out, and we have some new grants that were not anticipated even two months out. We could accommodate that within the budget by adopting a large contingency budget, but we choose not to do that. We build a tight FY19 budget that only includes grants and business activity that we know about or have a good history with. We elect to amend in detail if we win an unplanned grant, etc. This makes it necessary to involve the Council and the Community in a variety of fairly mundane issues because that is what tight management requires. Finally, not everyone understands the difference between budget authority and actual expenditure. We need permission (budget authority) to make an actual expenditure out of a fund, but also permission (budget authority) to move money within the city between funds. So if Fund A needs to make a $100 expenditure, but needs to get the $100 cash from Fund B, we need to have $200 in amendments. We need to move the $100 from Fund B to Fund A with a $100 amendment, and then have another amendment to authorize Fund A to actually spend the $100 on a good or service.

f. **Itemized details.** Each amendment has its own story. Here are the details, organized by reference number from the summary:

1) **General Fund 001, Building, $6,000, unplanned retirement.** The Building department had an unplanned retirement, which is covered by retirement saving reserves.

2) **General Fund 001, Engineering, $5,000, transfer.** The Engineering department will use the sales proceeds of surplus property to transfer funds to Fund 078 for future capital needs.

3) **General Fund 001, Non-Departmental, $4,500,000, transfer.** General Fund Non-Departmental will transfer reserves to a separate fund for the Hill-Vu Settlement payout.

4) **General Fund 001, Police, $5,149, overtime.** The Police department will use reimbursement from a private company to pay for overtime due to election security.

5) **General Fund 001, Police, $345, supplies.** The Police department will use funds received from a Class Action Lawsuit Settlement agreement to purchase supplies.

6) **General Fund 001, Police, $2,580, supplies.** The Police department will use donations made to the K-9 Unit to purchase supplies.
7) **General Fund 001, Police, $838, travel and training.** The Police department will use proceeds from the sale of a donated bus to offset the cost of SWAT training and towing costs.

8) **General Fund 001, Police, $22,295, vehicle.** The Police department will use ICRMP reimbursement to replace a patrol vehicle that was totaled in an accident.

9) **Street Fund 003, Street, $19,376, capital improvements.** The Street department will use ITD reimbursement for asphalt for the Gould Street railroad crossing.

10) **Library Fund 007, Library, $1,000, supplies.** The Library fund will use award money to purchase STEM programming supplies.

11) **Library Fund 007, Library, $40,000, capital improvements.** The Library fund will use reserves to repair and restore the brickwork of the Carnegie section of the library.

12) **Transit Urban Fund 009, Transit, $20,000, capital improvements.** The Transit Urban fund will use grant funds and existing City match to build a shelter at the 7th and Sherman Bus Stop.

13) **Science and Environment Fund, Science and Environment, $20,000, capital improvements.** The Science and Environment fund will use grant funds received from the Idaho Fish and Game for the Watershed Fence project.

14) **Utility Billing Fund 052, Utility Billing, $46,700, software.** The Utility Billing department will use reserves for WaterSmart installation.

15) **Street Federal Aid Projects Fund 070, Street Federal Aid Projects, $100,000, capital improvements.** The Street Federal Aid Projects fund will use reserves for the Right-of-Way phase of the Hawthorne/Quinn project.

16) **Police Grant Fund 088, Police Grant, $1,791, supplies.** The Police Grant fund will use additional Byrne grant funds to purchase general supplies.

g. **Summary.** The total amount of all amendments is $4,791,074 breakout by fund is:

<table>
<thead>
<tr>
<th>Budget Amendments</th>
<th>Amount</th>
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<td>General Fund</td>
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<td>Street Fund</td>
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<tr>
<td>Library Fund</td>
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<tr>
<td>Transit Urban Fund</td>
<td>$20,000.00</td>
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<tr>
<td>Science &amp; Environment Fund</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>Utility Billing Fund</td>
<td>$46,700.00</td>
</tr>
<tr>
<td>Street Federal Aid Projects Fund</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>Police Grant Fund</td>
<td>$1,791.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$4,791,074.00</strong></td>
</tr>
</tbody>
</table>
h. Contacts.

Overall: Ashley Linton-Welsh, Deputy Chief Financial Officer/Deputy Treasurer
(208) 234-6219 or email: alinton@pocatello.us

or contact the appropriate department (Building, Non-Departmental, Police, Street, Library,
Transit, Science & Environment, Utility Billing and Police Grants)
EXECUTIVE SUMMARY

TO: Mayor and Council

FROM: Austin Suing, Project Engineer

CC: Hannah Sanger, Science & Environment Division Manager
    Jeff Mansfield, Public Works Director/ City Engineer

RE: Approval of Contractor for Pocatello Creek Restoration Project

DATE: September 10th, 2019

Council may wish to accept the bid received on August 26, 2019 from TDX Power Services, LLC in the amount of $39,760.00 for total bid.

Council may wish to Authorize the Mayor’s signature of the Agreement between the City of Pocatello and TDX Power Services, LLC, in the amount of $39,760.00, ($35,000 Grant, $4,760 City Funds) for the Pocatello Creek Restoration Project, subject to Legal Department approval. The services provided will be construction of stream restoration treatments at three identified locations on Pocatello Creek located near Fire Station #3 on Pocatello Creek Road.

Funds for execution of stream restoration construction ($39,760.00) are available through a $35,000 Grant provided by the Idaho Water Resources Board Flood Management Grant Program and existing funds within the Science and Environment Division’s budget ($4,760).

City Council approved applying for the grant and matching funds on August 16, 2018. City Council authorized the design of the restoration treatments by Biota Research and Consulting, Inc. on January 17th 2019.

TDX Power Services was the only contractor to submit a bid out of four solicited contractors. TDX Power Services was the contractor that completed Gibson Jack Stream and Habitat Restoration Project funded by the Idaho Department of Fish and Game. TDX Power Services completed a successful project and were well recommended.

TDX Power Services work will include installing stream bank restoration at three areas identified with eroding banks encroaching on City infrastructure. This project is congruent with projects proposed in the Portneuf River Vision Study.

Staff recommends that Council accept TDX Power Services bid and authorize the Mayor’s signature of the agreement, subject to legal department approval.
CITY OF POCATELLO, IDAHO

CONTRACT DOCUMENTS FOR CONSTRUCTION OF

Pocatello Creek Restoration Project

City of Pocatello
911 North 7th Avenue
Pocatello, ID 83201

July 2019
# TABLE OF CONTENTS

## CONTRACT DOCUMENTS

<table>
<thead>
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<th>Section</th>
<th>Page(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Form of Agreement Between Owner and Contractor</td>
<td>00520</td>
</tr>
<tr>
<td>Notice to Proceed</td>
<td>00550</td>
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<tr>
<td>Supplementary General Conditions</td>
<td>00800</td>
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<tr>
<td>Special Provisions</td>
<td>00820</td>
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<tr>
<td>Work Change Directive</td>
<td>00940</td>
</tr>
<tr>
<td>Change Order</td>
<td>00941</td>
</tr>
<tr>
<td>Field Order</td>
<td>00942</td>
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<td>Supplementary Technical Specifications</td>
<td>02000</td>
</tr>
<tr>
<td>Plans</td>
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</tr>
</tbody>
</table>
AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between City of Pocatello ("Owner") and TDX Power Services, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Stream restoration including sloping stream banks, placing rip-rap, installing FLEX MSE® Vegetated Wall System, and planting vegetation.

ARTICLE 2 - THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Pocatello Creek Restoration Project.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Biota Research and Consulting Inc, 140 E. Broadway, Suite 23. Jackson, Wyoming, 83002.

3.02 The Owner has retained Austin Suing ("Engineer") to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment
A. The Work will be substantially completed within 21 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 30 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $100 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $100 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amount that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor’s Bid, attached to this agreement.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the schedule of values established as provided in the General Conditions (and in the case of Unit
Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 95 percent of Work completed (with the balance being retainage).

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. The Contractor is notified and accepts by execution of the Agreement, that progress payments may not be made for up to sixty (60) days from the date of approval of the payment request by the Owner.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

6.04 Payments to Subcontractors

A. The Contractor agrees to pay each subcontractor it contracts with to perform any portion of the work for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Contractor receives from the Owner. The Contractor agrees further to return retainage payments to each subcontractor within 30 days after that subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the approved referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both Disadvantaged Business Enterprise (DBE) or non-DBE subcontractors. Failure by the Contractor to carry out these requirements shall be a material breach of this Agreement.

B. The Contractor agrees to maintain records and documents of payment to DBEs for three years following the performance of this Agreement. These records will be made available for inspection upon request by the authorized representative of the Owner. This reporting requirement also extends to any certified DBE subcontractor.

ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and (3) Contractor’s safety precautions and programs.

F. Based on the information and observations referred to in preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. If required the Contractor shall be an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).

K. The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Failure by the Contractor
or subcontractor to carry out this requirement is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

L. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and finishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 9, inclusive).

2. Performance bond – Not Required


5. Supplementary Conditions (pages 1 to 6, inclusive).


8. Supplementary Technical Specifications (Pages 1 to 1, inclusive)

9. Drawings consisting of 7 sheets with each sheet bearing the following general title: Pocatello Creek Restoration Project.

10. Addenda N/A.

11. Exhibits to this Agreement (enumerated as follows):
   a. Contractor’s Bid (pages 1 to 1, inclusive).
   b. Documentation submitted by Contractor prior to Notice of Award.

12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
   a. Notice to Proceed (pages 1 to 1, inclusive).
   b. Work Change Directives.
c. Change Orders.

d. Field Orders

ARTICLE 9 – MISCELLANEOUS

9.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 Contractor’s Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 Other Provisions

A. The Contractor, in consideration of securing the business of constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable becomes payable, agrees:

1. To pay promptly when due all taxes, (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term to this Agreement, whether or not the same shall be payable at the end of such term;

2. That if the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property to secure the same to the satisfaction of the respective officers charged with the collection thereof; and

3. That, in the event of his default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this Agreement may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said CONTRACTOR is liable.

B. Pursuant to the provisions of section 63-1504 of the Idaho Code, before final payment can be made, the Contractor shall furnish to the Owner, evidence that he has paid all taxes, excises, and license fees due to the state and its taxing units, due and payable during the term of the contract for such construction, and that he has secured all such taxes, excises, and license fees liability for the payment of which has accrued during the term of such contract, notwithstanding they may not yet be due or payable.

C. Work shall not commence until Pre-Construction Conference has been held at a mutually agreed to time and place.

D. The Contractor shall not commence work on the project until receipt of the Notice to Proceed. Contract time shall commence on the effective date of the Notice to Proceed.
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on ______ (which is the Effective Date of the Agreement).

OWNER:

By: ________________________________
Title: ________________________________

Attest: ________________________________
Title: ________________________________
Address for giving notices:

____________________________________
____________________________________
____________________________________

(CONTRACTOR)

By: ________________________________
Title: ________________________________
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: ________________________________
Title: ________________________________
Address for giving notices:

____________________________________
____________________________________
____________________________________

(Idaho Public Works Contractors License No.: __________________)

Agent for service of process:

____________________________________
____________________________________
____________________________________

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

APPROVED BY LEGAL
Date: 9/12/19 Atty B. Sx

2010 ISPWC 00520 – Modified From EJCDC C-510
Agreement Between Owner and Contractor for Construction Contract
Page 8 of 8
## UNIT PRICE BID SCHEDULE

<table>
<thead>
<tr>
<th>BID ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>ESTD QNTY</th>
<th>BID UNIT PRICE</th>
<th>BID PRICE</th>
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### Treatment Area #1

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<tr>
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<th>UNIT</th>
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<th>BID UNIT PRICE</th>
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</table>

**TOTAL OF ALL BID PRICES**

$39,760

**TOTAL WRITTEN IN WORDS:**

Thirty Nine Thousand, Seven Hundred and Sixty

Unit Prices have been completed in accordance with Paragraph 11.03.B of the General Conditions. All unit prices shall include applicable taxes and fees associated with the Work.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit Bid items will be based on the actual quantities, determined as provided in the Contract Documents.
Notice to Proceed

Date: __________

Project: Pocatello Creek Restoration Project
Owner: City of Pocatello, Idaho
Contract: Pocatello Creek Restoration Project
Contractor:
Contractor's Address: [send Certified Mail, Return Receipt Requested]

Owner’s Contract No.: EGO 006
Engineer’s Project No.: __________

You are notified that the Contract Times under the above Contract will commence to run on __________. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is __________ calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within __________ calendar days after the date when the Contract Times commence to run.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

[add other requirements].

City of Pocatello
Owner:

Given by:

Authorized Signature

[Signature]
Title

Date __________

Copy to Engineer (Use Certified Mail, Return Receipt Requested)

APPROVED BY LEGAL
Date __________ Atty __________

Comments __________
ISPWC - SUPPLEMENTARY GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, ISPWC Division 100. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-2.02 Copies of Documents
Delete Paragraph 2.02.A in its entirety and insert the following in its place:

A. Owner shall furnish to Contractor up to 5 printed or hard copies of the Drawings and Project Manual and one set in electronic format. Additional copies will be furnished upon request at the cost of reproduction.

SC-4.02 Subsurface and Physical Conditions
Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:

A. No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

Add the following new paragraphs immediately after Paragraph 4.02.A:

B. The DVDs and CCTV tapes available for this project are not part of the Contract Documents, but the “technical data” contained therein upon which Contractor may rely, as expressly identified and established above, are incorporated in the Contract Documents by reference. Contractor is not entitled to rely upon any other information and data known to or identified by Owner or Engineer.

C. Copies of DVDs and CCTV tapes identified in SC-4.02.B that are not included with the Bidding Documents may be examined at City of Pocatello Engineering Department, 911 N 7th Ave, Pocatello, ID 83201 during regular business hours, or a copy requested from the ENGINEER.

SC-4.04 Underground Facilities
Add the following new paragraph immediately after Paragraph 4.04.B.2:

C. CONTRACTOR is responsible for calling Dig Line for utility locates at (800) 342-1585 or 811 at least 72 hours prior to construction.
SC-4.05 *Reference Points*

Add the following to the end of the paragraph:

At the discretion of the Owner, any stakes or benchmarks that are carelessly or willfully destroyed or disturbed by the Contractor will be replaced by the Owner and the cost charged to the Contractor.

SC-4.06 *Hazardous Environmental Conditions*

Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

SC-5.01 *Performance, Payment, and Other Bonds*

Add the following new paragraph immediately after Paragraph 5.01.C:

Contractor shall furnish additional license and permit bond for work on City of Pocatello right-of-way in the amount of $10,000 bond and $50 fee as required by the City of Pocatello permit. The bond(s) shall be made payable to the City of Pocatello designated on the Drawings and shall be in force for a period of one (1) year from the date of acceptance of the Work to cover all guarantees against defective workmanship and materials and other requirements for Work within the City of Pocatello right-of-way as specified. The surety furnishing this Bond shall have a sound financial standing and a record of service satisfactory to the Owner and the City of Pocatello. Contractor shall pay all costs for this (these) Bond(s).

SC-5.04 *Contractor's Insurance*

Add the following paragraph(s) immediately following paragraph 5.04.B:

C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Worker's Compensation and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:
   a. State: **Statutory**.

   b. Employer's Liability: $1,000,000.

2. CONTRACTOR's General Liability Insurance under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the case, custody and control of CONTRACTOR:
a. General Aggregate $1,000,000
b. Products-Completed Operations Aggregate $2,000,000
c. Personal and Advertising Injury (per person/organization with employment exclusion deleted) $1,000,000
d. Each Occurrence (bodily injury and property damage) $1,000,000
e. Property Damage liability insurance will remove the explosion, collapse, and underground exclusion and provide broad form property damage coverage.

3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions, providing for Combined Single Limit (bodily injury and property damage) for owned, non-owned, rented, or hired vehicles $1,000,000.

4. Provide Excess Liability or Umbrella insurance providing protection for at least the hazards insured under the primary liability policies with the following limits:
   a. General Aggregate $2,000,000
   b. Each Occurrence $1,000,000

SC-6.01  Supervision and Superintendence

Add the following paragraph immediately following paragraph 6.01.B as follows:

C. The superintendent shall carry a cell phone at all times. This phone number will be used by the Police Department, Fire Department, OWNER, and the ENGINEER to communicate with the superintendent. The superintendent or a designated alternate shall be available at this cell phone number 24 hours per day, 7 days per week during the duration of the work. The cell phone and the superintendent shall be on site at all times when work is in progress. Failure to observe this requirement shall be considered suspension of the Work by the CONTRACTOR until such time as such superintendent is again present at the site.

SC-6.02  Labor; Working Hours

Add the following language at the end of Paragraph 6.02.B of the General Conditions:

B. CONTRACTOR (and Subcontractor) regular working hours are between 7:00 A.M. and 6:00 P.M. excluding Sundays and holidays per the City of Pocatello Municipal Code 9.16.100 except where determined by ENGINEER that additional working hours will be permitted. CONTRACTOR is encouraged to perform CONTRACTOR’s operations during regular working hours. Alternative working hours may be required in commercial areas due to restaurants or bars, for example, on a case-by-case basis as requested by the CONTRACTOR and determined and approved by the ENGINEER.
SC-6.08  Permits
Add the following paragraph immediately following Paragraph 6.08.A of the General Conditions:

B. CONTRACTOR and subcontractors shall have a valid City of Pocatello business license and permit bond before performing work on this project. License and permit bond information including required fee is included in the Contract Documents. CONTRACTOR shall apply for and receive a City of Pocatello right-of-way excavation permit before the start of construction.

CONTRACTOR may obtain a permit from the City Water Department in order to obtain clean water for CONTRACTOR’s operations from designated fire hydrant(s) located close to the project site. Cost of water shall be included in the prices paid for Bid Items.

CONTRACTOR and subcontractors shall have the appropriate valid Public Works Contractor’s License per Idaho Code 54-1902 and shall register as a contractor in the State of Idaho.

SC-6.11  Use of Site and Other Areas
Supplement Paragraph 6.11.A.1 of the General Conditions as follows:

CONTRACTOR shall not store any equipment or materials on paved city streets except with prior approval from the ENGINEER.

SC-6.13  Safety and Protection
Supplement Paragraph 6.13.B of the General Conditions as follows:

CONTRACTOR shall adhere to all OSHA regulations including but not limited to trench safety and confined space entry requirements.

SC-8.13  Owner as Project Representative
Add a new paragraph immediately following Paragraph 8.12. of the General Conditions as follows:

SC-8.13 Owner as Project Representative

A. Owner will furnish Project representation during the construction period. The duties, responsibilities and limitations of the authority specified for the Engineer in Article 9-ENGINEERS STATUS DURING CONSTRUCTION, and elsewhere in the Contract Documents will be those of the Owner.
Unit Price Work

Delete Paragraph 11.03.D in its entirety and insert the following in its place:

D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. if the Bid price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 20 percent from the estimated quantity of such item indicated in the Agreement; and

2. if there is no corresponding adjustment with respect to any other item of Work; and

3. if Contractor believes that Contractor has incurred additional expense as a result thereof or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

Change of Contract Price

SC-12.01.C Contractor's Fee. Delete the semicolon at the end of GC 12.01.C.2.c, and add the following language:

, provided, however, that on any subcontracted work the total maximum fee to be paid by Owner under this subparagraph shall be no greater than 27 percent of the costs incurred by the Subcontractor who actually performs the work;

Methods and Procedure

SC-16.01 Delete Paragraph 16.01.C in its entirety and insert the following in its place:

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to demand arbitration of the Claim, pursuant to Paragraph SC-16.02; or

2. agrees with the other party to submit the Claim to another dispute resolution process.
SC-16.02 Add the following new paragraph immediately after Paragraph 16.01.

SC-16.02 Arbitration

A. All Claims or counterclaims, disputes, or other matters in question between Owner and Contractor arising out of or relating to the Contract Documents or the breach thereof (except for Claims which have been waived by the making or acceptance of final payment as provided by Paragraph 14.09) including but not limited to those not resolved under the provisions of Paragraphs SC-16.01A and 16.01.B will be decided by arbitration in accordance with the rules of [insert name of selected arbitration agency], subject to the conditions and limitations of this Paragraph SC-16.02. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.

B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the 30 day period specified in Paragraph SC-16.01.C, and in all other cases within a reasonable time after the Claim or counterclaim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim or other dispute or matter in question would be barred by the applicable statute of limitations.

C. No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer’s consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and

2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.

D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include: (i) a concise breakdown of the award; (ii) a written explanation of the award specifically citing the Contract Document provisions deemed applicable and relied on in making the award.

E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Controlling Law relating to vacating or modifying an arbitral award.

F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.
PART 1  GENERAL

1.1 SECTION INCLUDES

A. This work shall consist of implementing Best Management Practices (BMPs) as required by the NPDES General Permit if applicable and/or as directed by the Engineer or Environmental Inspector including but not limited to the following:

1. Create, update, and modify as necessary a stormwater pollution prevention plan (SWPPP), if applicable. File a notice of intent (NOI) and notice of termination (NOT), and adhere to all provisions set forth in the NPDES General permit, if applicable. Perform regular inspections by a qualified SWPPP inspector as outlined in the NPDES General Permit, if necessary. If a SWPPP does not apply, create, update, and as necessary modify an Erosion and Sediment Control Plan (ESCP).

2. Implement erosion and sediment control BMPs (minimize disturbed area, stabilize soils, stabilized construction entrances, retain sediment on site, dust control, etc.)

3. Implement good housekeeping BMPs (waste management, material handling, staging areas, washout areas, vehicle fueling and maintenance practice, spill prevention and response plan, etc.)

4. Implement permanent BMPs (seedbed preparation, seeding, mulching, tackifier, final stabilization measures, etc.)

1.2 RELATED DIVISIONS AND SECTIONS

A. Section 201 – Clearing and Grubbing.

B. Section 202 – Excavation and Embankment.

C. Section 205 – Dewatering.

D. Section 206 – Permanent Erosion Control.

E. Section 301 – Trench Excavation.

F. Section 305 – Pipe Bedding.

G. Section 306 – Trench Backfill.

H. Division 1000 – Construction Stormwater Best Management Practices (BMPs).

1.3 REFERENCES

B. City of Pocatello Re-vegetation Guide *Grasses, Forbs & Shrubs*

C. Idaho Construction Site Erosion and Sediment Control Field Guide

PART 2 MATERIALS

2.1 INCORPORATED BY REFERENCE


PART 3 WORKMANSHIP

3.1 INCORPORATED BY REFERENCE


C. Refer to the Idaho Construction Site Erosion and Sediment Control Field Guide located at Pocatello City Hall in the Science and Environment Department.

D. Monitor, maintain, and at the appropriate time remove BMPs in accordance with SWPPP or ESCP.

PART 4 MEASUREMENT AND PAYMENT

4.1 Use the following bid item as designated in the Bid Schedule. Includes all labor, material, and equipment required to perform the work. Work to include Best Management Practices as specified.

A. Best Management Practices (BMPs): By the lump sum. Includes full compensation for all materials, labor and equipment necessary for completing the work and all appurtenances not itemized on the Bid Schedule.

1. Bid Schedule Payment References: SP-1.

2. Bid Schedule Description: Best Management Practices (BMPs)...lump sum (LS).
Work Change Directive
No. ___

Date of Issuance: _______________ Effective Date: _______________

Project: _______________ Owner: _______________ Owner’s Contract No.: _______________

Contract: _______________ Date of Contract: _______________

Contractor: _______________ Engineer’s Project No.: _______________

Contractor is directed to proceed promptly with the following change(s):

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
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Attachments (list documents supporting change):

<table>
<thead>
<tr>
<th>Attachment 1</th>
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<tbody>
<tr>
<td>Attachment 2</td>
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</table>

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

☐ Nonagreement on pricing of proposed change.

☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price $ _______ (increase/decrease) Contract Time _______ (increase/decrease)

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Recommended for Approval by Engineer: _______________ Date: _______________

Authorized for Owner by: _______________ Date: _______________

Received for Contractor by: _______________ Date: _______________

Received by Funding Agency (if applicable): _______________ Date: _______________
Change Order
No. _____

Date of Issuance: ___________________________ Effective Date: ___________________________

Project: ___________________________ Owner: ___________________________

Owner's Contract No.: ___________________________

Contract: ___________________________ Date of Contract: ___________________________

Engineer's Project No.: ___________________________

Contractor: ___________________________

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

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### CHANGE IN CONTRACT PRICE:

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<tr>
<td>Contract Price prior to this Change Order:</td>
<td>$________________________</td>
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<tr>
<td>[Increase] [Decrease] of this Change Order:</td>
<td>$________________________</td>
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<tr>
<td>Contract Price incorporating this Change Order:</td>
<td>$________________________</td>
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### CHANGE IN CONTRACT TIMES:

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<th>☐ Working days ☐ Calendar days</th>
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<td>Ready for final payment (days or date):</td>
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<td>[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:</td>
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<td>Contract Times with all approved Change Orders:</td>
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<tr>
<td>Ready for final payment (days or date):</td>
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**RECOMMENDED:**

By: ___________________________

Engineer (Authorized Signature)

Name: ___________________________

Print Name

Date: ___________________________

Approved by Funding Agency (if applicable):

---

**ACCEPTED:**

By: ___________________________

Owner (Authorized Signature)

Name: ___________________________

Print Name

Date: ___________________________

---

**ACCEPTED:**

By: ___________________________

Contractor (Authorized Signature)

Name: ___________________________

Print Name

Date: ___________________________
A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.
Field Order
No. __________

Date of Issuance: ___________________  Effective Date: ___________________

Project: ___________________  Owner: ___________________  Owner's Contract No.: ___________________

Contract: ___________________  Date of Contract: ___________________

Contractor: ___________________  Engineer's Project No.: ___________________

Attention:
You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.04.A, for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: ___________________  (Specification Section(s))  (Drawing(s) / Detail(s))

Description:
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

Attachments:
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

Engineer:
Signature: ___________________
Print Name: ___________________

Receipt Acknowledged by Contractor: ___________________  Date: ___________________
Signature: ___________________
Print Name: ___________________

Copy to Owner
SUPPLEMENTARY TECHNICAL SPECIFICATIONS

These provisions shall supplement the Technical Specifications:

- Flex MSE Vegetated Wall System Specification attached at the end of supplementary technical specifications.

- Rip Rap material and installation shall meet the requirements of Idaho administrative code IDAPA 37.03.07 and construction plans.

- Installation of treatments shall also follow instructions provided in “Section 3.0 - Project Design Plan” of the 2019 Pocatello Creek Revised Design Report prepared by Biota Research and Consulting, INC.

END OF SUPPLEMENTARY TECHNICAL SPECIFICATIONS
System Specification – Flex MSE Vegetated Wall System

PART 1 – GENERAL

1.1 Description of Work Included:

.1 Safety Monitoring & Response.

.2 Protection of Existing Features and Work in Progress.

.3 Review of the existing site conditions including soil, groundwater, geometry and loading conditions.

.4 Survey for horizontal and vertical control of all work of the Contract.

.5 Excavation and Foundation Soil Preparation.

.6 Supply, Placement, and Compaction of backfill materials to Engineering Specifications.

.7 Supply, Placement and Compaction of free draining material near Flex MSE installation (if specified).

.8 Supply and Placement of Bag fill medium in Flex MSE modular Bags.

.9 Supply and Placement of the Flex MSE System components.

.10 Supply and Placement of geogrid or other reinforcement (if specified).

.11 Supply and Placement of vegetation materials.

.12

1.2 References:

.1 Trexiana Wholesale & Distribution Ltd. Website: www.FlexMSE.com

.2 Flex MSE System materials meet the requirements of the following American Standards Test Methods:

(For Flex MSE Geotextile)

a) Weight (typical) ASTM D5261,
b) Grab Tensile ASTM D4632,
c) Grab Elongation ASTM D4632,
d) Trap Tear ASTM D4533,
e) CBR Puncture ASTM D6241,
f) Mullen Burst ASTM D6786 (modified),
g) A.O.S. ASTM D 4751,
h) Permittivity ASTM D 4491,
i) Water Flow ASTM D 4491,
j) U.V. Resistance ASTM D4355,
k) ASTM D256
1.3 Engineering Requirements:

1. Engineered specifications will be considered in the design and construction of any **Flex MSE System** application exceeding the local regulations for total or exposed vertical height or where used in any water related sites.

2. Engineering considerations, depending on the **Flex MSE application**, should include but not be limited to:
   
   Application height, wall or slope face angle/ batter, site soils, backfill soils, slope above structure, slope below structure, surcharge loading, hydrostatic loading, seismic qualifications, site drainage & run off patterns, wave action, current flow velocities, stream scour depths, anticipated settlement, geogrid soil reinforcement or other mechanical soil stabilization devices included in the design of the wall.

3. Provide Engineer drawings and specifications prepared by a qualified Engineer for the construction of all **Flex MSE structures** shown on the construction drawings and as described by the Contract Specifications.

4. Provide geotechnical soils report from a qualified Geotechnical Engineer to ascertain that the site soils can be compacted to specification. Should site soil be used to fill the **Flex MSE Bags**, the soil will be analyzed to ensure that sufficient nutrients exist to sustain the chosen vegetation and meet the minimum mineral specification outlined in Section 2.5.

5. Provide a combined Sieve/Nutritional analysis for the Bag Fill Medium guaranteeing it meets minimum, or Engineer specific mineral requirements, as well as local Landscape Materials specifications for the specified vegetation.

6. The **Flex MSE System Bag** and Bag Fill Medium is Engineered for water permeability and therefore drainage systems are usually not required if adjacent soils are free draining & no abnormal hydrostatic pressure exists. Should a drainage system be required by a Design Engineer, construct a drainage system as specified.

7. **Flex MSE System’s “Tie Back” design** can be used for no surcharge gravity walls under 2.0m in height where geogrid is not specified. Depending on the dimensions of the wall/slope and surcharge, the Engineer may specify rotating some or all of the **Flex MSE Bags** 90 degrees. This is typical for repairs/upgrades of road side slips/erosion and culvert headwalls. For culvert headwalls with a 1H:2V slope it is recommended to rotate 90 degrees every 2nd Bag on every 2nd row for up to 1.5m height. For heights up to 2m, rotating 90 degrees every 2nd Bag on every row is recommended. For steeper slopes, rotating every Bag may be required.
PART 2 – COMPONENTS

2.1 Flex MSE Vegetated Wall System Components:

Purchasing:

Purchase warranted Flex MSE materials and suitable geosynthetic reinforcement from your nearest authorized Flex MSE agent or dealer. Visit http://www.flexmse.com/find---a---flex---mse---dealer---global/ to find a local dealer.

Flex MSE System Description:

Flex MSE uses industry standard soil stabilization practices and Engineered components to create near vertical ‘soft armour’ faced segmental walls that accept and integrate vegetation into the system’s performance.

.1 Flex MSE Plate

.1 The patented and branded Flex MSE Plate is composed of 100% polypropylene (100% recycled post industrial content), must be weather resistant to minus 30 Degrees Celsius and must be 100% recyclable. 3 conical spikes protrude from the top and 8 conical spikes protrude from the bottom of the unit to interlock a total of three filled Flex MSE Bags. 2 Friction Strips’ with Geogrid Hooks cross the width of the top of the Plate, providing additional shear strength and frictional contact. The Flex MSE Plate is to be used in all applications, including those using geogrid for reinforced walls and slopes, gravity walls, and erosion control applications.

.2 Flex MSE Bags

.2 The labeled Flex MSE GTX Bag is sewn from a proprietary non-woven geotextile that will not rot or mildew, is non-biodegradable and able to withstand significant cutting or tearing without negatively affecting system performance. Flex MSE Bags provide a filtering functionality and are water permeable and root friendly. Flex MSE Bags have met all applicable ASTM standards for geotextile testing (pursuant to Section 1.03.2).

2.2 Geosynthetic Soil Reinforcement:

.1 Engineer recommended geosynthetic reinforcement is available from authorized Distributors or Dealers in your region.

.2 Install geosynthetic reinforcement layers according to the manufacturer’s guidelines.

.3 Spacing and length of reinforcement is to be specified on Engineer Drawings. The Flex MSE System can accommodate minimum reinforcement spacing of 15cm (6in).

.4 Reinforcement in the form of the Tie Back Method or appropriate geogrids must be used in all Flex MSE installations greater than .6m (24") exposed height.

2.3 Reinforced Backfill:
1. Shall consist of granular or low plastic site soils
2. A plasticity index less than 10 per ASTM D4318
3. An effective internal angle of friction > 28° per ASTM D2166 or D3080 at the compaction standard
4. Less than 0.5% organic material
5. Material can be site-excavated soils where the above requirements can be met. Unsuitable soils for backfill including ML, CL, MH, CH, OH or Pt shall not be used in the backfill or in the reinforced soil mass.
6. Use of an effective friction angle greater than 34 degrees for design shall be verified by appropriate testing submitted to and approved by the owner's Engineer prior to construction.

2.4 Flex MSE Bag Fill Material:

1. Bag fill material is selected with the desired vegetation and application in mind. Bag fill soils must be approved by the designing Engineer and/or Trexiana.

2. Walls, Slopes and above High Water line applications

1. Freely draining soils and granular materials cleaned of all debris, roots, branches, stones in excess of 20 mm diameter and other deleterious materials. Remove soil contaminated with calcium chloride, toxic materials and petroleum products.

2. Properties should include:
   - Approximate Organic Content: 30% by total mixed volume
   - Granular Content smaller than 20 mm — larger than .075mm: 70% by volume (less than 5% Fines by mass)
   - *Total Fines of mixed Bag medium: Less than 8% by mass
   - Percolations shall be such that no standing water is visible 60 minutes after at least 10 minutes of moderate to heavy rain or irrigation.

3. Organic additive materials must be a viable commercial compost product and/or a native soil tested for nutritional content. Flex MSE Bag Fill properties are to be confirmed with an up to date combined sieve and nutritional analysis.

4. Thoroughly mix all constituents of the Flex MSE Bag Fill material.

5. Other criteria may be required in project specific Engineer Drawings. Refer to Contract Documents.

3. Below Water line Applications

1. Poorly Graded Clean Granular material; maximum 20 mm gravel — minimum particle size 2 mm.

2. Vegetation: Bag medium may be preseeded at specified rates with appropriate species to promote vegetation of Flex MSE Bags below the high water line. Brush layering or Live Staking around Bags may also be accomplished, paying care to not puncture the face of any Bags below high water line.

2.5 Flex MSE System Vegetation

1. Vegetation can be applied through a variety of planting methods. Vegetation is selected with consideration to the environmental and application conditions, as well as the desired end result. A vegetation specialist is recommended to assist in the selection of plant materials. Trexiana Wholesale is available to provide vegetation resources and references to parties involved in the Contract.
Depending on location, climate, and overall slope, an irrigation system may need to be incorporated into the Flex MSE installation. For best results, use soaker hoses, spray heads, or drip irrigation located with appropriate spacing. Engage a qualified irrigation professional for design and installation on all engineered installations.

.2 Approved vegetation methods include:

.1 Seeding – Hydroseeding & Pre---Seeding the Flex MSE Bag
.2 Live Planting
.3 Live Staking
.4 Brush Layering

See Section 3.09, Flex MSE Vegetation Best Practices and Contract Design Notes for full descriptions of methods.

PART 3 --- INSTALLATION

Verify Project Engineer Drawings are consistent with on---site conditions prior to starting construction. Any additional or changed conditions that may affect the project design are the sole responsibility of the Contractor to report.

3.1 Site Preparation

.1 Clear and grub existing area.

.2 If site soil is to be used as fill, test native soils for suitability as Flex MSE Bag and back fill material.

.3 If Flex MSE Bags are filled on site, prepare a suitable “work area” located in close proximity to the site that allows for safe stockpiling.

3.2 Subgrade

.1 Refer to Engineer drawings for specified excavation, embedment depths and compaction for each application type and comply with requirements.

.2 Excavate to depths shown on drawings allowing for specified number of below grade Flex MSE Bag layers on top of specified depth of compacted granular base or compacted native mineral layer.

.3 Prepare a stable, reasonably level base and proof compact to specified density.

3.3 Granular Base

.1 Where specified by Geotechnical Engineer, place granular base materials to lines and depths as shown in contract drawings and compact as specified. Minimum Flex MSE system requirements for the wall facing are a 300mm deep trench at the toe, lined with 150mm of 20mm clear crush for drainage and leveling. ‘At grade’ installations will have the equivalent of
one Flex MSE course high and 600mm wide of approved fill compacted to 95% Standard Proctor (SP) in front of the initial course.

3.4 Preparation of Flex MSE Bags

.1 Ensure the Bag Fill Material is thoroughly mixed with any required additives. Recommended mix is 70% clean sandy/granular material and 30% organic material by volume. Mix constituents may vary dependent on the application, plant/vegetation selection, site location and climate, and Engineer/Designer specifications.

.2 Fill the Flex MSE Bags completely, to a consistent weight and size, allowing just enough geotextile material for the secure closure of the Bag.

.3 Secure the closure at a consistent place on every Bag. Bag closure methods include but are not limited to cable or rebar ties, hog rings, or machine sewing with appropriate hardware and industrial threads.

3.5 Drainage

.1 Certain projects may require Engineered drainage solutions depending on variable site conditions as stated in section 1.04 of this guideline, or due to characteristics of the Flex MSE Bag fill medium.

.2 Refer to Engineering Drawings and Specifications for drainage structures, and comply with all requirements.

3.6 Flex MSE Construction

.1 Refer to Engineer drawings for layout dimensions and installation techniques.

.2 Begin by placing a Flex MSE Plate between the base layer (eg: crush, native material, or leveling pad) and first row.

.3 Install the base course of filled Flex MSE Bags as per Engineer drawings. Start installation at the lowest point and dig Bags into the material at appropriate elevation changes. Leave no more than an inch between each Bag to allow for spread during compaction. Place Bags with the seam level and facing inwards towards backfill material. Hand tamp or machine compact each layer. There shall be no gaps between tamped/compacted Bags to ensure backfill material containment. Place a Flex MSE Plate equally over the juncture of each bag in the row. Plate placement must be set back specific so that Plates are fully enveloped by successive Bags and gain full reinforcement engagement. For successive layers, lay Flex MSE Bags over the Plate and joint of the two Bags underneath, maintaining the typical Segmental Retaining Wall ‘running bond’ pattern. If the ends of Bags on the working layer get within 8 inches (200mm) of the Bag joints underneath, lay a spacing Tie---Back unit down to reset the running bond pattern (refer to the Flex MSE Tie Back CAD for illustration). Hand tamp or lightly (1000lb) machine compact each layer to fully engage the spikes of the Flex MSE Plate to the Bags on top and underneath.

.4 Install drainage system per drawings if required.
5. Place and compact backfill to Specification every two courses of compacted Flex MSE Bags (280 mm) or per Engineer’s specification. Structures with lower slopes and greater setback may require placement and compaction of backfill every row to prevent slumping of Bags backwards. Bags are hand tamped every row or machine compacted every two rows with light weight compaction equipment.

6. Maintain the specified batter or slope as rows of Flex MSE Bags and Interlocking Plates are placed through measurement, Batter Board/Jig or level. Any change in batter from the drawing must be approved by the Designing Engineer. Account for changes in Unit set back and profile as a result of Flex MSE Bag compaction.

3.7 Backfill

1. Backfill shall be placed in maximum 10 inch (250mm) uncompacted lift thickness and compacted to 98 percent Standard Proctor density as determined in accordance with ASTM D-698. The in-place moisture content shall not exceed the optimum moisture content as determined in accordance with ASTM D-698 and shall be no lower than 3 percentage points below optimum moisture content.

2. Backfill shall be placed, spread, and compacted from the facing units toward the back of the fill zone to maintain reinforcement tension.

3. Only light weight hand operated compaction equipment shall be operated with 3 feet (1m) of the back of the Flex MSE units.

4. Tracked equipment shall not be operated directly on the reinforcing. A minimum thickness of 6 inch (150mm) of fill is required prior to operating tracked equipment over the reinforcing.

5. Rubber tired equipment may be operated on the reinforcing, avoiding sudden braking and sharp turns.

6. At the end of each workday, the Contractor shall grade the backfill away from the wall area to Engineer’s specifications and direct runoff away from the wall area. Surface runoff from adjacent areas must be directed away from the work area.

3.8 Geogrid

1. To secure a geogrid reinforcement layer to the Flex MSE unit, extend the geogrid 1 inch (25mm) over the unit edge for inspection purposes. Lay the geogrid into the embedment area in the appropriate strength orientation and press the Flex MSE Plate firmly on top of the Bag and geogrid, locking the geogrid into place. The Geogrid Hook on the top of Plate may also be used to secure geogrid into place. Lay backfill from the back of the Bag to the furthest excavated point to maintain tension between the geogrid layer and the facing unit.

2. Install geogrid to the manufacturer’s specifications and in accordance with Engineer’s drawings and Specifications.

3.9 Vegetation
Consistent vegetation growth is integral to the long term success of Flex MSE structures. Attention is paid to environmental, structural, and aesthetic parameters to achieve consistent results. Vegetation is completed through single or combined methods of propagation during or after construction. Thoroughly water the installation prior to undertaking any vegetation method. Refer to the Flex MSE Vegetation Best Practices and contact Trexiana for additional information.

1 Seeding:

Hydroseeding is the preferred method of seeding. Apply hydroseeded material to the face of the Flex MSE structure in a manner that achieves complete coverage of all contours of the exposed Bag face. Mulch type must be consistent with the application's Slope. Engineered hydroseed products for Extreme Slopes must be used in applications steeper than 1H:2V. Contact Trexiana Wholesale for recommendations of proprietary BFM (Bonded Fibre Matrix) and FGM (Flexible Growth Medium) products.

Pre—Seeding of Flex MSE Bags may be undertaken in certain situations, but is typically not employed as the primary method of vegetation. Proper mixing at Specified weight/volume rates must be followed to expose as much seed as possible to surface light, warmth, and moisture. Preseed mixture rates for seed/m3 of Bag Fill Medium are typically 5 times the m2 hydroseed application rates for the chosen blend but may vary.

On Slopes greater than 1H:4V, seed varieties with mature heights below 18 inches (460mm) are used to prevent lodging. Seed mixtures are purchased from accredited sources with guaranteed standard germination rates.

2 LivePlanting:

Live Planting with locally viable native plants or cultivars that are proven performers in the site area may be used to vegetate the structure. The Flex MSE Bags can be cut to accommodate live planted 2---3 inch plugs directly into the Bag medium. Up to three inverted ‘T---cuts’ measuring 3”x3” can made in each Bag. A planting tool such as a dibble may also be used. Depending on the chosen plants and site location, a 10gm fertilizer tablet sitting on top of the root ball may be required. Refer to construction documents for plant list, spacing and placement instructions.

3 LiveStaking:

Live staking with viable native species such as willows may be used to vegetate the structure. Proper harvest and storage are critical to ensure viable live stakes. Live staking is achieved by punching the stake/branch directly into the Flex MSE Bags or in between the Bags into the back fill. Inserting the stake downward into Bags underneath is permitted. 80% of the stake’s length should be embedded in the soils to prevent dehydration, and stakes should be a minimum of 1” (25mm) in diameter at the base. Bags under the high water mark are not to be punctured. See Flex MSE Vegetation Best Practices for further information on Live Staking.
4 Brush Layering:

The root ball of a more established plant can be positioned behind the Flex MSE Bags, pointing down into the backfill with the stem protruding between Bags. This method is recommended with applications near water. If Brush Layering is to be used, it is recommended that a well graded soil be selected for Backfill.

3.10 Field Review

.1 Pursuant to the Contract, field review should be undertaken at regular intervals to ensure satisfactory germination and/or coverage of the Flex MSE Bags.

.2 At six months, if selected plants have performed below optimal rates in the Flex MSE Bags, it is recommended that regular watering, reseeding or remedial planting be performed. Some spray on liquid fertilizer or fertilizer added to the existing irrigation system may also be warranted.

3.11 Field Quality Control

.1 Field Quality Assurance -- The Owner shall engage inspection and testing services, including independent laboratories, to provide quality assurance and testing services during construction. As a minimum, quality assurance testing should include foundation soil inspection, inspection for the need for any additional drainage, soil and backfill testing, verification of design parameters, and observation of construction for general compliance with design drawings and specifications. The Contractor will also secure the necessary construction quality control testing during construction.

.2 The Contractor's quality control testing and construction inspection services shall only be performed by independent, qualified and experienced technicians and Engineers. The Contractor's quality control testing shall include:

.1 Field density testing

.2 Sub grade: one test for every 2500 square feet (230 m²) of sub grade. Reinforced Backfill: one test for every 2500 square feet (230 m²) per lift with a minimum of one test for every other lift.

.3 Retained and Foundation Soil: per Section 02200.

.4 Laboratory Moisture Density -- minimum one test per soil type.

.5 Gradation Analysis

 a) Unit Fill: one test per 500 CY (400 cm)

 b) Backfill: one test per 1000 CY (800 cm)
Idaho State Tax Commission
NOTICE OF AWARD

Date: ____________________

PART I—AWARDING AGENCY INFORMATION:

<table>
<thead>
<tr>
<th>Name of agency</th>
<th>Mailing address</th>
<th>City, State and ZIP Code</th>
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PART II—CONTRACTOR INFORMATION:

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PART III—PROJECT INFORMATION:

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<th>Description of project</th>
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<tr>
<th>Project Number assigned by awarding agency</th>
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<th>Estimated completion date</th>
<th>Contract dollar amount:</th>
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Will the awarding agency supply materials that will be installed by the contractor or its subs? Yes ☐ No ☐

If YES, list these materials and their dollar values (Attach additional information if needed.)

<table>
<thead>
<tr>
<th>List materials</th>
<th>List dollar values of materials</th>
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Send to: Contract Desk/Sales Tax Audit
Idaho State Tax Commission
PO Box 36
Boise, ID 83022-0410

Phone: (208) 334-7618 Fax: (208) 332-6619 Email: contractdesk@tax.idaho.gov
ORDINANCE NO. _____________

AN ORDINANCE OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, AMENDING ORDINANCE NO. 3012, THE APPROPRIATION ORDINANCE FOR THE FISCAL PERIOD OCTOBER 1, 2018, THROUGH SEPTEMBER 30, 2019; PROVIDING FOR AN INCREASE IN EXPENDITURES IN THE GENERAL FUND, STREET FUND, LIBRARY FUND, TRANSIT URBAN FUND, SCIENCE AND ENVIRONMENT FUND, UTILITY BILLING FUND, STREET FEDERAL AID PROJECTS FUND AND POLICE GRANT FUND; WHICH INCREASES THE TOTAL FISCAL YEAR EXPENDITURES BY $4,791,074; PROVIDING THAT THE REVENUE TO PAY FOR SAID INCREASES SHALL BE DERIVED FROM TRANSFERS, GRANTS, UNEXPECTED REVENUES, AND PREVIOUSLY UNAPPROPRIATED CASH BALANCES; PROVIDING THAT ALL OTHER PORTIONS OF APPROPRIATION ORDINANCE NO. 3012 NOT HEREBIN PREVIOUSLY AMENDED IN ORDINANCE NO. 3019 AND ORDINANCE NO. 3031 SHALL REMAIN IN FULL FORCE AND EFFECT; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW, THE RULE REQUIRING THAT AN ORDINANCE BE READ ON THREE SEPARATE OCCASIONS HAVING BEEN DISPENSED WITH.

WHEREAS, after the Fiscal Year 2019 Appropriations Ordinance was passed and approved, additional revenues, including grant funds, have been received which will require additional appropriations; and

WHEREAS, the Council has also decided to use existing cash balances to proceed with certain other additional expenditures to account for unanticipated events; and

WHEREAS, an amendment to the FY 2019 appropriation ordinance is required to reflect the increased revenue and expenditures for the above-mentioned purposes; and

WHEREAS, notice and hearing have been provided in accordance with Idaho Code §50-1002, §50-1003, and §50-1006;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

Section 1: That the appropriations and the amount appropriated for the General Fund, Street Fund, Library Fund, Transit Urban Fund, Science & Environment Fund, Utility Billing Fund, Street Federal Aid Projects Fund, and Police Grant Fund and the resultant expenditures as set out in Section 1 of Ordinance No. 3012 as previously amended in Ordinance
No. 3019 and 3031, be hereby further amended to reflect increased expenditures to be derived from additional revenues, transfers, fund cash balances and/or grant funds:

<table>
<thead>
<tr>
<th>OBJECTS AND PURPOSES</th>
<th>AMOUNT APPROPRIATED</th>
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<tr>
<td>001 General Fund</td>
<td>$35,949,409</td>
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<td>003 Street Fund</td>
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<td>007 Library Fund</td>
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<td>006 Transit Urban Fund</td>
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<td>017 Science &amp; Environment Fund</td>
<td>$539,918</td>
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<td>052 Utility Billing Fund</td>
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<td>070 Street Federal Aid Projects Fund</td>
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<tr>
<td>088 Police Grant Fund</td>
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<td>TOTAL ALL AMENDED FUNDS</td>
<td>$51,732,054</td>
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Section 2: That all other portions of the Fiscal 2019 Appropriation Ordinance No. 3012, 3019 and 3031 not herein amended shall remain in full force and effect.

Section 3: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law, the rule requiring that an ordinance be read on three separate occasions having been dispensed with.

PASSED AND APPROVED this 19th day of September, 2019.

CITY OF POCATELLO, a municipal corporation of Idaho

______________________________
BRIAN C. BLAD, Mayor

ATTEST:

______________________________
RUTH NEWSOM, City Clerk

PUBLISHED: