CITY OF IDAHO CITY

REGULAR CITY COUNCIL MEETING
Wednesday January 26, 2021
6:00 P.M
City Hall, 511 Main Street, Idaho City, ID 83631

Join Zoom Meeting
https://us02web.zoom.us/j/4192717240
Meeting ID: 419 271 7240

CALL MEETING TO ORDER
ROLL CALL
PLEDGE OF ALLEGIANCE

I. CONSENT AGENDA

The consent calendar includes items which require formal Council action, but which are typically routine or not of great controversy. Individual Council members may ask that any specific item be removed from the consent calendar in order that it is discussed in greater detail. Explanatory information is included in the Council agenda packet regarding these items and any contingencies are part of the approval.

A. APPROVAL OF MINUTES: December 31, 2021, and January 12, 2022, ***ACTION ITEM***
B. ~~IDAHO CITY EVENT CHECKLIST:~~ ***ACTION ITEM***
C. BILLS/PAYABLES: January 13, 2022, through January 26, 2022, ***ACTION ITEM***

II. PUBLIC HEARINGS

Items listed as public hearings allow citizen comment on the subject matter before the Council. Residents or visitors wishing to comment upon the item before the Council should follow the procedural steps. In order to testify, individuals must sign up in advance, providing sufficient information to allow the Clerk to properly record their testimony in the official record of the City Council. Hearing procedures call for presentation by the applicant, submission of information from City staff, followed by public testimony. ***ACTION ITEM***

III. ENGINEER'S REPORT

1. ALLOW MAYOR SIGNATURE ON 2021 WASTEWATER REUSE ANNUAL REPORT ***ACTION ITEM***
2. ALLOW MAYOR SIGNATURE ON PARTIAL PAY REQUEST # 2 ON DW1104 ***ACTION ITEM***
3. ALLOW MAYOR SIGNATURE ON CHANGE ORDER #1 ***ACTION ITEM***
4. ALLOW MAYOR SIGNATURE ON CONTRACTOR PAY APPLICATION #5 ***ACTION ITEM***

IV. OLD BUSINESS

1. PERSONNEL POLICY UPDATE
2. LOCAL OPTION TAXES UPDATE
3. WATER LEAK FORGIVENESS PLOICY UPDATE
4. SHORT-TERM RECREATIONAL VEHICLE USE ORDINANCE UPDATE

V. NEW BUSINESS

1. MICHROTECH SYSTEMS EMAIL MIGRATION FOR ALL CITY EMAIL ACCOUNTS ***ACTION ITEM***
2. ENGAGEMENT LETTER AND SCHEDULING AUDIT WITH BAILEY AND COMPANY, ALLOW FOR CITY CLERK TO SIGN ENGAGEMENT LETTER AND SCHEDULE 2021 AUDIT. ***ACTION ITEM***

3. IDAHO CITY MEMBERSHIP ENROLLMENT WITH LIFEFLIGHT NETWORK FOR CITY EMPLOYEES ***ACTION ITEM***
4. IDAHO CITY FILMING INSIDE CITY LIMITS POLICY

VI. ORDINANCES AND RESOLUTIONS

Ordinances and resolutions are formal measures considered by the City Council to implement policy which the Council has considered. Resolutions govern internal matters to establish fees and charges pursuant to existing ordinances. Ordinances are laws which govern general public conduct. Certain procedures must be followed in the adoption of both ordinances and resolutions; state law often establishes those requirements. ***ACTION ITEM***

VII. COMMITTEE REPORTS

A. PARKS & RECREATION COMMISSION
B. HISTORIC PRESERVATION COMMISSION
C. PLANNING & ZONING COMMISSION
D. IDAHO CITY CHAMBER OF COMMERCE

VIII. EXECUTIVE SESSION

Certain City-related matters may need to be discussed confidentially as a matter of law subject to applicable legal requirements; the Council may enter executive session to discuss such matters. ***ACTION ITEM***

IX. EMPLOYEE UPDATES

A. PUBLIC WORKS
B. LAW ENFORCEMENT
C. CLERK/TREASURER'S OFFICE
    1. WATER SEWER ACCOUNTS UPDATE
    2. 1ST QUARTER BUDGET REPORT
    3. CITY EMPLOYEE ID CARDS
D. CITY ATTORNEY

X. COUNCIL UPDATES

XI. MAYOR UPDATES

XII. CITIZEN COMMENTS

This section of the agenda is reserved for citizens wishing to address the Council regarding City-related issues that are not on the agenda. To ensure adequate public notice, Idaho Law provides that any item requiring Council action must be placed on the agenda of an upcoming Council meeting, except for emergency circumstances. Comments related to future public hearings should be held for that public hearing. Repeated comments regarding the same or similar topics previously addressed are out of order and will not be allowed. Persons wishing to speak will have 5 minutes. Comments regarding performance by city employees are inappropriate at this time and should be directed to the mayor, either by subsequent appointment or after tonight's meeting, if time permitting.

ADJOURNMENT

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 511 Main Street or call 208-392-4584.

Mayor:
Ken Everhart
Council members:
Tom Secor Jr
David Martin
Ashley M Elliott
tbd

Chief of Police:
Mark Otter
City officers:
Mathew Archuleta
Ericca Robbins

Public Works Director:
Tami Claus
Public Works:
Gene Bettys
Dominick Nalley
Janitorial:
Dale Rutter

City Clerk-Treasurer:
Nancy L Ptak
Deputy Clerk:
Sue Robinson

511 Main Street
PO Box 130
Idaho City, ID 83631
(208)392-4584
4cityfolk@gmail.com
idahocityclerk@gmail.com
idahocitypublicworks@gmail.com

CITY OF IDAHO CITY

Rescheduled SPECIAL CITY COUNCIL MEETING
December 31, 2021
1pm
City Hall, 511 Main Street, Idaho City, ID 83631

MINUTES

CALL MEETING TO ORDER: Mayor Canody called the meeting to order at 1:03pm
ROLL Call: Secor, Everhart and Martin present. Hillyard absent.
PLEDGE OF ALLEGIANCE: Mayor Canody led the pledge of allegiance.

I. NEW BUSINESS

1. CANVASS OF NOVEMBER 2, 2021, ELECTION RESULTS FOR THE CITY OF IDAHO CITY ***ACTION ITEM***

Secor made a motion to approve the county election canvas results for the November 2, 2021, for the election of mayor and declaring Everhart as the newly elected mayor, seconded by Martin, 3 ayes. The canvas and results were as follows: Jacqueline (Jackie) Bridwell has 66 votes in person, 4 absentees, total of 70. Kenny Everhart had 80 votes in person, 11 absentees, 91 total.

2. APPROVE THE PROPOSAL FROM TRADITIONAL ELECTRIC INC, WORKING WITH NORTHWEST POWER SYSTEMS INC. AND ALLOW FOR WORK TO COMMENCE IMMEDIATELY ON THE BACK UP GENERATOR AT THE LOCATION OF 511 MAIN STREET, IDAHO CITY, IDAHO, USING THE STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) PROGRAM, AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT T1 FUNDS GRANTED IDAHO CITY TO BE SPENT ON WATER AND SEWER RELATED INFRASTRUCTURE ***ACTION ITEM***

Secor made a motion to approve in the amount of $15,495 to commence immediately the work to be done to install a backup generator at city hall using the SLFRF, seconded by Martin. 3 ayes.

3. APPROVE THE PROPOSAL FROM TRADITIONAL ELECTRIC INC, WORKING WITH NORTHWEST POWER SYSTEMS INC. AND ALLOW FOR WORK TO COMMENCE IMMEDIATELY ON THE BACK UP GENERATOR AT THE LOCATION OF 3861 HIGHWAY 21, IDAHO CITY, IDAHO, USING THE STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) PROGRAM, AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT T1 FUNDS GRANTED IDAHO CITY TO BE SPENT ON WATER AND SEWER RELATED INFRASTRUCTURE ***ACTION ITEM***

Secor made a motion to use the remaining $34,505 funds to go towards the backup power generator at the city RO site to be installed using the SLFRF, seconded by Martin. 3 ayes.
ADJOURNMENT 1:22pm

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 511 Main Street or call 208-392-4584.
ATTEST: Date approved: January 26, 2022

Nancy L Ptak, City Clerk-Treasurer

Tom Secor Jr. council president

Mayor:
Phillip J Canody
Council members:
Tom Secor Jr
Ken Everhart
HD Hillyard
David Martin

Chief of Police:
Mark Otter
Deputy officers:
Mathew Archuleta
Ericca Robinns
Janitor/part time office:
Dale Rutter

Public Works:
Tami Franklin
Gene Bettys
City Clerk-Treasurer:
Nancy Ptak
Deputy Clerk:
Sue Robinson

511 Main Street
PO Box 130
Idaho City, ID 83631
(208)392-4584
4cityfolk@gmail.com
idahocityclerk@gmail.com
idahocitypublicworks@gmail.com

CITY OF IDAHO CITY

REGULAR CITY COUNCIL MEETING
Wednesday, January12, 2022
6:00 P.M
City Hall, 511 Main Street, Idaho City, ID 83631

Join Zoom Meeting
https://us02web.zoom.us/j/81873169934
Meeting ID: 818 7316 9934

MINUTES

CALL MEETING TO ORDER: Mayor Canody called the meeting to order at 6:00pm
ROLL CALL: Secor, Everhart, Hillyard and Martin present.
PLEDGE OF ALLEGIANCE: Mayor Canody led the pledge of allegiance.
Secor made a motion to amend the agenda to add the election of council president to ensure compliance with Idaho Code Section 50-702, seconded by Hillyard 4 ayes. Idaho Code Section 50-702 requires the election of a council president after the swearing-in of the elected council members at the first regular meeting of year and therefore an emergency was declared necessitating the amendment of the agenda for this meeting.

I. CONSENT AGENDA

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A. APPROVAL OF MINUTES: December 22, 2021, and ~~December 31, 2021~~, ***ACTION ITEM***

Secor made a motion to approve the minutes dated December 22, 2021, seconded by Everhart, 3 ayes. Hillyard abstained.

~~B. IDAHO CITY EVENT CHECKLIST ***ACTION ITEM***~~

C. BILLS/PAYABLES: December 23, 2021, through January 12, 2022, ***ACTION ITEM***

Secor made a motion to pay the bills dated December 23, 2021, through January 12, 2022, in the amount of $16779.64, seconded by Hillyard. 2 ayes. 2 nays, tie broke by Mayor Canody as an aye.

II. PUBLIC HEARINGS

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III. INSTALLING NEWLY ELECTED OFFICIALS

1. CITY CLERK TO ADMINISTER OATH OF OFFICE FOR MAYOR

Clerk Ptak administered the oath of office for Mayor to Kenny Everhart

2. MAYOR TO ADMINISTER OATH OF OFFICE FOR COUNCILOR

Mayor Everhart administered the oath of office for councilor David Martin and Ashley M Elliott.

3. Elect council president as by Idaho code 50-702

Elliott made a motion to approve Tom Secor JR, seconded by Martin, 2 ayes

IV. ENGINEER'S REPORT

1. TASK ORDER NO. 294-06 ***ACTION ITEM***

Secor made a motion to approve Mountain Waterworks task order no. 294-06, seconded by Martin. 3 ayes.

V. OLD BUSINESS

VI. NEW BUSINESS

VII. ORDINANCES AND RESOLUTIONS

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VIII. EXECUTIVE SESSION

Certain City-related matters may need to be discussed confidentially as a matter of law subject to applicable legal requirements; the Council may enter executive session to discuss such matters. ***ACTION ITEM***

IX. EMPLOYEE UPDATES

A. PUBLIC WORKS

Public works director Tami Claus has a meeting with DEQ at the sewer plant Tuesday January 18, 2021, she will also meet with new councilor Elliott and take her through the city facilities. Public works has been busy with snow removal and road upkeep.

B. LAW ENFORCEMENT

Chief Otter stated all officers have been busy.

C. CLERK/TREASURER'S OFFICE

Clerk Ptak will advertise for vacant council seat. Asked the council to consider a filming in city limits policy or permitting procedure, there has been more inquiries into this. Currently there is none.

D. CITY ATTORNEY

City Attorney Joan Callahan is still working on a few items from previous meetings.

X. COUNCIL UPDATES

None currently. Congratulations to the newly seated and returning council members.

XI. MAYOR UPDATES

Mayor Everhart commented on getting started with familiarizing himself and then will set up a meeting with all city staff. Congratulated all new members and returning members of council.

XII. CITIZEN COMMENTS

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ADJOURNMENT: 6:50pm

ATTEST:

Date approved:

Nancy L Ptak, City Clerk-Treasurer

Ken Everhart, Mayor

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 511 Main Street or call 208-392-4584.

Mayor:
Ken Everhart
Council members:
Tom Secor Jr
Ashley M Elliott
David Martin
tbd

Chief of Police:
Mark Otter
City officers:
Mathew Archuleta
Ericca Robbins

Public Works Director:
Tami Claus
Public Works:
Gene Bettys
Dominick Nalley
Janitorial:
Dale Rutter

City Clerk-Treasurer:
Nancy L Ptak
Deputy Clerk:
Sue Robinson

511 Main Street
PO Box 130
Idaho City, ID 83631
(208)392-4584
4cityfolk@gmail.com
idahocityclerk@gmail.com
idahocitypublicworks@gmail.com

OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR GRANT PROGRAMS	STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY
	1. TYPE OF REQUEST Final Partial
2. GRANT IDENTIFYING NUMBER DW1104	3. PARTIAL PAYMENT REQUEST NO.
4. PERIOD COVERED BY THIS REQUEST FROM: November 28, 2020	TO: December 24, 2021
5. RECIPIENT ORGANIZATION City of Idaho City PO Box 130 Idaho City ID 83631	6. PAYEE (If different than item no. 5) Name: Address:

STATUS OF FUNDS

7. CLASSIFICATION	Eligible Cost	Previous Periods	This Period	Total	Comments
a. Loan	$63,475.00	$13,620	$20,043	$33,663	MWW #6086;
e. Total	$63,475.00	$13,620	$20,043	$33,663	ContPayApp#5; Kurita
f. Amount requested for reimbursement				$20,043	
g. Percentage of physical completion				53%	

8. CERTIFICATION

I certify that to the best of my knowledge and belief, the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the state share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.

a. Recipient	SIGNATURE OF CERTIFYING OFFICIAL DATE NAME, TITLE & TELEPHONE NO.
b. Consultant certifying to line 7h.	SIGNATURE OF CERTIFYING CONSULTANT DATE: 1/17/2022 NAME, TITLE & TELEPHONE NO. Ed Stowe, P.E. Project Manager 208-780-3990

DEQ PROJECT OFFICER

DATE

Mountain Waterworks, Inc.
PO Box 9906
Boise, ID 83707-
Tel: 208-780-3990 Fax: 208-780-3980
Email: office@mountainwtr.com
Website: www.mountainwtr.com

Invoice

City of Idaho City
PO Box 130
Idaho City, ID 83631-

Invoice Date: Dec 31, 2021
Invoice Num: 6086
Billing Through: Dec 24, 2021

2020 Drinking Water Improvements Project (234.0030:) - Managed by (estowe)

Basic Engineering Services (234.0030:TASK 01)

Professional Services:

Activity	Classification	Hours	Rate	Amount
Construction Management				
	Project Manager	1.00	$135.00	$135.00
	Infrastructure Specialist	7.50	$110.00	$825.00
	Staff Engineer 1	0.50	$90.00	$45.00
			Subtotal:	**$1,005.00**
Post Construction				
	Senior Project Engineer	0.50	$120.00	$60.00
	Infrastructure Specialist	2.00	$110.00	$220.00
	Staff Engineer 1	22.00	$90.00	$1,980.00
			Subtotal:	**$2,260.00**
			Total 234.0030:TASK 01 Amount Due:	**$3,265.00**

Additional Services (234.0030:TASK 03)

Professional Services:

Activity	Classification	Hours	Rate	Amount
O&M Manual				
	Project Manager	7.00	$135.00	$945.00
	Staff Engineer 1	2.25	$90.00	$202.50
			Subtotal:	**$1,147.50**
Subconsultant-General				
	Control Engineers	2.00		$3,267.00
			Subtotal:	**$3,267.00**
			Total 234.0030:TASK 03 Amount Due:	**$4,414.50**

Out of Scope (234.0030:TASK 04)

Professional Services:

Activity	Classification	Hours	Rate	Amount
RPR/Construction Observation				
	Project Manager	1.00	$135.00	$135.00
	Staff Engineer 1	4.75	$90.00	$427.50
			Subtotal:	**$562.50**
			Total 234.0030:TASK 04 Amount Due:	**$562.50**

Total Amount Due This Invoice: **$8,242.00**

This invoice is due on 1/30/2022

BillQuick Standard Report Copyright © BQE Software, Inc.

Control Engineers
1095 S. Federal Way
Boise, ID 83705

Mountain Waterworks, Inc
P.O. Box 9906
Boise, ID 83707

2 341. 0030

Invoice

Date	Invoice #
4/8/2021	27616
Billing Period	
Through 2/28/21	

PURCHASE ORDER NO.	TERMS	DUE DATE	PROJECT
	Net 30	5/8/2021	0228-20-03 Idaho City RO Skid

Customer Project Number	P.O. Authorized Amount	P. O. Amount Billed to Date	P. O. Balance
	$14,633.00	$6,111.10	$8,521.90

Item	Qty (Hrs)	Description	Rate	Amount
PM-1	0.5	Project Manager-I	165.00	82.50

Thank you for choosing Control Engineers

Total	$82.50
Balance Due	**$82.50**

(208) 433-9997 fax: (208) 426-0550 www.control-engineers.com

Control Engineers,PA

Monthly Time Detail Report

for weeks ending: Feb 01, 2021 through: Feb 28, 2021

Mountain Waterworks LLC

Idaho City RO Skid

CE Project No: 0228-20-03

Week Ending: 2/7/2021

Name	Task Code	Task Code Description	Work Description	02/01 Mon	02/02 Tue	02/03 Wed	02/04 Thu	02/05 Fri	02/06 Sat	02/07 Sun	Week Tot
Chris Cocozzo	190	Drawing Check	dwg review	0	0.5	0	0	0	0	0	0.5
Peter Cook	190	Drawing Check	Drawing review and seal	0	0	0	0	0	0	0	0
										Report Total	0.5 ✓ Acc

(208) 433-9997 fax(208) 426-0550
www.control-engineers.com
1095 S. Federal Way, Boise, Idaho 83705

Control Engineers
1095 S. Federal Way
Boise, ID 83705

Payments may be sent electronically via ACH credit to:
Bank Routing # (ABA) – 021052053
UPIC Account # - 64228626
Please ensure invoice number is included with payment in the addenda record fields of either the CCD+ or CTX standard ACH formats.

Mountain Waterworks, Inc
P.O. Box 9906
Boise, ID 83707

234.0030

Invoice

Date	Invoice #
12/10/2021	28258
Billing Period	
Through 10/31/21	

PURCHASE ORDER NO.	TERMS	DUE DATE	PROJECT
	Net 30	1/9/2022	0228-20-03 Idaho City RO Skid

Customer Project Number	P.O. Authorized Amount	P. O. Amount Billed to Date	P. O. Balance
	$14,633.00	$10,949.15	$3,683.85

Item	Qty (Hrs)	Description	Rate	Amount
PM-1	17.5	Project Manager-I	165.00	2,887.50

Thank you for choosing Control Engineers

Total	$2,887.50
Balance Due	**$2,887.50**

(208) 433-9997 fax: (208) 426-0550 www.control-engineers.com

Control Engineers, PA

Monthly Time Detail Report

for weeks ending: Oct 04, 2021 through: Oct 31, 2021

Mountain Waterworks LLC

Idaho City RO Skid

CE Project No: 0228-20-03

Week Ending: 10/24/2021

Name	Task Code	Task Code Description	Work Description	10/18 Mon	10/19 Tue	10/20 Wed	10/21 Thu	10/22 Fri	10/23 Sat	10/24 Sun	Week Tot
Chris Cocozzo	400	PLC / HMI Programming	Integrate RO skid into WTP scada	2	0.5	5	4	4.5	0	0	16

Week Ending: 10/31/2021

Name	Task Code	Task Code Description	Work Description	10/25 Mon	10/26 Tue	10/27 Wed	10/28 Thu	10/29 Fri	10/30 Sat	10/31 Sun	Week Tot
Chris Cocozzo	400	PLC / HMI Programming	HMI development	0	0	1.5	0	0	0	0	1.5

Report Total 17.5 ✓ AC

Printed on: Wednesday, December 01, 2021

(208) 433-9997 fax(208) 426-0550

www.control-engineers.com

1095 S. Federal Way, Boise, Idaho 83705

KURITA
TONKAWATER
a Kurita brand

INVOICE

Sell To: TW00525

City of Idaho City
511 Main St
Idaho City, ID 83631-4123
USA

Date	Number
12/21/2021	INV649279

Page: 1

Order Date	Date Shipped	Associated Numbe
12/21/2021		

Bill To: TW00525

City of Idaho City
511 Main St
Idaho City, ID 83631-4123
USA

Ship To:

City of Idaho City
Idaho City Well Property #2
3861 ID-21
Idaho City , ID 83631

Customer Order Number	FOB	Shipped Via	Sales Agent	Terms
PROCUREMENT CONTRACT		PARCEL	534	Net 30

Quantity	Package	Description	Total Quantity	U of M	Unit Price	Amo
1		1 Field Service Trip	1	Each	4,860.00	4,860
1		Filters	1	Each	864.00	864
1		Freight	1	Each	162.78	162

Make Checks Payable to Kurita America Inc.
Remit Payment To:
Kurita America Inc.
PO Box 851361
Minneapolis, MN 55485-1361

Account Questions: kai_accountsreceivable@kurita-water.com

Corporate: 6600 94th Ave North, Minneapolis, MN 55445 | (866) 663-7633

Subtotal:	**5,886.7**
Freight	0.0
Fuel Surcharge	0.0
Energy Surcharge 5%	0.0
Material Adjustment 9%	0.0
Invoice Discount:	0.0
Total Sales Tax:	0.0
Total: (USD)	**5,886.7** Please Pay This Amou

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. #1

Date of Issuance:		Effective Date:	
Owner:	City of Idaho City	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Mountain Waterworks, Inc.	Engineer's Project No.:	234.0030
Project:	Idaho City R.O. Drinking Water Improvements	Contract Name:	

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

Description: Install new Wellcap

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 210,000.00	Original Contract Times: Substantial Completion: N/A Ready for Final Payment: ____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. __ to No. __: $ ø	[Increase] [Decrease] from previously approved Change Orders No. __ to No. __: Substantial Completion: N/A Ready for Final Payment: ____ days
Contract Price prior to this Change Order: $ 210,000.00	Contract Times prior to this Change Order: Substantial Completion: N/A Ready for Final Payment: ____ days or dates
[Increase] [Decrease] of this Change Order: $ 5,126.00	[Increase] [Decrease] of this Change Order: Substantial Completion: N/A Ready for Final Payment: ____ days or dates
Contract Price incorporating this Change Order: $ 215,126.00	Contract Times with all approved Change Orders: Substantial Completion: N/A Ready for Final Payment: ____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: [signature]	By:	By: [signature]
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title	Title Manager
Date: 1-21-2022	Date	Date 12/31/21

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

SIGN HERE

Cell: (208) 761-3637
Office: (208) 343-4009
Fax: (208) 343-4838
8067 Mossy Cup – Boise, ID 83709
mike@cascade-enterprises.com

12/30/2021 COPR #1

Project: Idaho City R.O. Drinking Water Improvements
Cascade Project No.: 5934
Engineer: Mountain Waterworks, Inc.
Engineer's Project No.: 234.0030
Owner: City of Idaho City
Construction Manager: Ed Stowe

Re: 1) Well Cap

Description of Change: Install Well Cap

Materials:	$1,982
Labor:	$2,912
Cascade O/H, Bond:	$832

Total Cost Change Order Request No. 1: $5,726

Sincerely,
Mike Minshew
Account/Project Manager

"We Specialize in helping clients meet their business demands".

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 5

	Application Period: 10/26-11/25	Application Date:
To (Owner): City of Idaho City	From (Contractor): Cascade Enterprises Inc.	Via (Engineer): Mountain Waterworks, Inc.
Project: Idaho City R O Drinking Water System Improvements	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	$5,726.00	
TOTALS	$5,726.00	
NET CHANGE BY CHANGE ORDERS	$5,726.00	

1. ORIGINAL CONTRACT PRICE	$	$210,000.00
2. Net change by Change Orders	$	$5,726.00
3. Current Contract Price (Line 1 ± 2)	$	$215,726.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	$	$215,726.00
5. RETAINAGE:		
a. 5% X $215,726.00 Work Completed	$	$10,786.30
b. X Stored Material	$	
c. Total Retainage (Line 5.a + Line 5.b)	$	$10,786.30
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$	$204,939.70
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	$199,025.00
8. AMOUNT DUE THIS APPLICATION	$	$5,914.70
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	$	$10,786.30

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: _____ Date: 12/21/21

Payment of: $ 5,914.70
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) 12-1-2022 (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding or Financing Entity (if applicable) _____ (Date)

SIGN HERE

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	Idaho City R.O. Drinking Water System Improvements	Application Number:	5
Application Period:	10/26/21-11/25/21	Application Date:	

A					B	C	D	E	F		
Item		Contract Information									
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
2.01	Mobilization and Demobilization	1	EA	$15,000.00	$15,000.00	1.00	$15,000.00		$15,000.00	100.0%	
2.02	Project Sign	1	EA	$1,000.00	$1,000.00	1	$1,000.00		$1,000.00	100.0%	
2.03	Submersible Well Pump and Motor	1	EA	$51,000.00	$51,000.00	1.00	$51,000.00		$51,000.00	100.00%	
2.04	Yard Piping Connections-Untreated and Potable Water	1	EA	$40,000.00	$40,000.00	1.00	$40,000.00		$40,000.00	100.0%	
2.05	Yard Piping Connections-Brine and Backwash Wastewater	1	EA	$30,000.00	$30,000.00	1.00	$30,000.00		$30,000.00	100.0%	
2.06	Chemical Metering Skid	1	EA	$16,000.00	$16,000.00	1	$16,000.00		$16,000.00	100.0%	
2.07	Site Electrical	1	EA	$55,000.00	$55,000.00	1.00	$55,000.00		$55,000.00	100.0%	
2.08	Communication, Controls, and Instrumentation	1	EA	$2,000.00	$2,000.00	1	$2,000.00		$2,000.00	100.0%	
	Change Order										
1	Well Cap Install	1	EA	$5,726.00	$5,726.00	1	$5,726.00		$5,726.00	100.0%	
	Totals				**$215,726.00**		**$215,726.00**		**$215,726.00**	100.0%	

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CASCADE ENTERPRISES

Idaho City R.O. Drinking Water System Improvements

Schedule Of Values				COMPLETED						
PERIOD: Pay Application 5			SCHEDULED VALUE	Previous Applications	This Application	STORED MATERIAL	COMPLETED & STORED TO DATE	% PAID	BALANCE TO FINISH	RETAINAGE 5 %
	2.01	Mobilization and Demobilization	$ 15,000.00	$14,500.00	$500.00	$0.00	$15,000.00	100.00%	$ -	$ 750.00
	2.02	Project Sign	$ 1,000.00	$1,000.00	$0.00	$0.00	$1,000.00	100.00%	$ -	$ 50.00
	2.03	Submersible Well Pump and Installation	$ 51,000.00	$51,000.00	$0.00	$0.00	$51,000.00	100.00%	$ -	$ 2,550.00
	2.04	Yard Piping Connections-Untreated and Potable Water	$ 40,000.00	$40,000.00	$0.00	$0.00	$40,000.00	100.00%	$ -	$ 2,000.00
	2.05	Yard Piping Connections-Brine and Backwash Wastewater	$ 30,000.00	$30,000.00	$0.00	$0.00	$30,000.00	100.00%	$ -	$ 1,500.00
	2.06	Chemical Metering Skid	$ 16,000.00	$16,000.00	$0.00	$0.00	$16,000.00	100.00%	$ -	$ 800.00
	2.07	Site Electrical	$ 55,000.00	$55,000.00	$0.00	$0.00	$55,000.00	100.00%	$ -	$ 2,750.00
	2.08	Communication, Controls, and Instrumentation	$ 2,000.00	$2,000.00	$0.00	$0.00	$2,000.00	100.00%	$ -	$ 100.00
		Change Orders								
	1	Well Cap Install	$ 5,726.00	$0.00	$5,726.00	$0.00	$5,726.00	100.00%	$ -	$ 286.30
TOTALS			$ 215,726	$209,500.00	$6,226.00	$0.00	$215,726.00	100%	$ -	$ 10,786.30

Invoic

Date	Invoice #
12/21/2021	3328

CASCADE ENTERPRISES

8067 W. Mossy Cup St.
Boise, ID 83709

For Questions Contact:
Sandi Temple
Sandi@Cascade-Enterprises.com
P. 208/343-4009
C. 208/965-4316
www.Cascade-Enterprises.com

Attention:

City of Idaho City
511 Main St.
Idaho City, ID 83631

P.O. No.	Terms	Project
	Net 30	5934 RO Water Drinking Im.

Item	Description	Quantity	Unit Cost	Amount
01 - Construc...	Idaho City R.O. Drinking Water System Improvements Pay Application #5 per SOV		6,226.00	6,226.00
01 - Construc...	5% Retainage		-311.30	-311.30

We appreciate your business!
EIN 33-1148555

Total $5,914.70

Customer agrees to pay a finance charge of 1.5% per month (18% APR) on all past due invoices.

CITY OF IDAHO CITY

ORDINANCE No.

AN ORDINANCE OF THE CITY OF IDAHO CITY, BOISE COUNTY, IDAHO, CREATING A NEW TITLE PROVIDING FOR THE TEMPORARY USE OF RECREATIONAL VEHICLES AND PROVIDING PENALTIES, AMENDING TITLE 8 TO MAKE A CORRECTION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Idaho City finds it is necessary to regulate the habitation of recreational vehicles and other such structures primarily designed as temporary living accommodations to promote the public health, safety, and welfare of the citizens of Idaho City and the orderly growth of the City of Idaho City.

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

Section 1. ADDITION OF NEW CHAPTER TO TITLE 4 REGULATING THE SHORT-TERM USE RECREATIONAL VEHICLES. A new Chapter 4 of Title 4 of the City Code of Idaho City shall be created as follows:

4-4-1: Short Title: This ordinance shall be referred to as the "Short-Term Recreational Vehicle Use Ordinance."

4-4-2: Definitions: For the purposes of this chapter, the terms Recreational Vehicle or RV include, but are not limited to, the following specific vehicles:

Camper: A separate vehicle designed for human habitation and which can be attached or detached from a pickup truck. When removed from the truck, campers are called "unmounted campers". These campers are sometimes referred to as "truck campers" and "overhead campers". Camper shells on pickup trucks are excluded from this definition.

Camping Trailer: A type of trailer or trailer coach, the walls of which are so constructed as to be collapsible and made out of either canvas or similar cloth, or some form of rigid material such as fiberglass, plastic or metal. The walls are collapsed while the recreational vehicle is being towed or stored and are raised or unfolded when the vehicle becomes temporary living quarters and is not being moved.

Motor Home: A motorized vehicle that has a truck or motor van chassis primarily designed to provide temporary living quarters for travel, camping, recreation and vacation use.

Travel Trailer: A trailer without its own motive power, designed as a temporary dwelling for travel, camping, recreation and vacation use. This definition includes fifth wheelers.

4-4-3: General Provision Regarding Recreational Vehicles:

A. Except as otherwise provided herein or in other sections the City Code of Idaho City or unless otherwise prohibited, no person shall park or place within the city limits any recreational vehicle actively in use as sleeping or living accommodations for more than fourteen (14) consecutive days in any six (6) month period unless the recreational vehicle is located in a mobile home or recreational vehicle park. Planning and Zoning issues

B. No person shall connect septic or sewer services to a recreational vehicle or otherwise dump waste from a recreational vehicle except at a designated RV dump.

4-4-4: Exceptions: A recreational vehicle may be used as temporary housing when a building permit has been issued and a permanent dwelling structure is be constructed or substantially remodeled such that the permanent dwelling structure is not habitable, provided that use as temporary housing is limited to the shortest of: (1) a period of not more than one hundred eighty (180) days, (2) the duration during which the building permit is valid, or (3) thirty (30) days after a certificate of occupancy has been issued. The City Council may approve grant an extension of up to one hundred eighty (180) days upon a request prior to the expiration of initial time period.

4-4-5: Penalty: Permitting? for extra time allowed

A. A first violation of this chapter shall be an infraction punishable by a penalty not to exceed fifty dollars ($50).

B. A second violation of this chapter within three (3) years of the commission of the first offense for which the person was convicted shall be an infraction punishable by a penalty not to exceed one hundred dollars ($100).

C. A third violation of this chapter within three (3) years of the commission of the first offense for which the person was convicted shall be a misdemeanor and be punishable by a fine not exceeding one thousand dollars ($1,000), by imprisonment not to exceed six months, or both.

D. Each twenty four (24) hour period that a violation continues shall be a separate violation.

Section 2. CORRECTION TO SECTION 3, CHAPTER 1, TITLE 8 OF THE CITY CODE. The City Code of Idaho City, Section 8-1-3 be amended with the following correction:

8-1-3: MOBILE HOME, TRAILER OR MANUFACTURED HOME:

Any mobile home, trailer or manufactured home which is proposed to be placed upon property inside the corporate limits of the City shall meet the standards set forth by the ~~Idaho State Industrial Commission~~ Idaho Division of Building Safety. This requirement shall also apply to moving an existing mobile home, trailer or manufactured home from

What are the health and Saftey standards

one lot inside the City limits to another lot inside the City limits. Any such mobile home or trailer shall not be older than the year 1976.

Section 3. SEVERABILITY CLAUSE. The sections of this ordinance are severable. The invalidity of a section shall not affect the validity of the remaining sections.

Section 4. EFFECTIVE DATE. That this ordinance shall be in full force and effect upon passage, approval and publication according to law.

PASSED BY THE COUNCIL of the City of Idaho City this _____day of _____, 2021.

APPROVED BY THE MAYOR of the City of Idaho City this_____ day of _____, 2021.

_____
Phillip Canody, Mayor

ATTEST:

_____
City Clerk

Send this to P&Z
look into other cities,
* New Meadows
* Boise
* Ohwhee County
* Hailey
* Ketchem

Zoning and park regulations

PROPERTY MAINTENANCE STANDARDS:

no garage, tent, **trailer**, fifth wheel, motor coach, recreational vehicle, **travel trailer** or other accessory structure shall be erected or used for living quarters or sleeping quarters outside of an approved recreational vehicle park for more than fourteen (14) consecutive days.

1. The quarters may not be utilized more than two (2) times per calendar year from January 1 through December 31 for living or sleeping quarters outside of an approved recreational vehicle park.

2. No recreational vehicle shall be allowed to connect to Idaho City utilities outside of an approved recreational vehicle park.

RECREATIONAL VEHICLE PARK:

A. Minimum Site Area:

1. The minimum site area for a recreational vehicle park shall be 2 (2) acres.

2. A recreational vehicle space shall have an area of not less than seven hundred (700) square feet exclusive of driveways and common areas.

B. Setbacks:

1. The location of all RV spaces shall comply with the setback of the city code.

C. Site Layout:

1. The site layout shall reflect the requirements of the health and fire authorities with respect to water supply, sewage disposal, fire hydrants, sanitary facilities, building location, street layout and park design.

2. Roadways shall have a minimum width of twenty feet (20') where parking is not permitted.

3. Each RV space shall have at least one ten by twenty foot (10' x 20') parking space exclusive of the RV itself.

4. Outdoor lighting shall be provided. Lighting shall be oriented to prevent direct illumination onto abutting property and public right-of-way.

6. One waste disposal dump station shall be provided for each one hundred (100) sites, or part thereof. All sewer and water lines shall be first approved by the city engineer and the health authority.

7. Trash receptacles shall be provided at a rate of thirty (30) gallons of refuse capacity for each two (2) spaces or equivalent.

8. Each RV space shall be provided with electrical service.

D. Limitations:

1. It shall be unlawful for a park owner or park tenant to permit a **travel trailer** or motor coach to remain situated in a park in excess of ninety (90) days in one calendar year. Where the park tenant is physically disabled from **traveling**, extensions may be granted by the city council in conjunction with the proprietor of the park.

2. Where a park tenant remains in a park in excess of ninety (90) days, the park proprietor will so advise the planning and zoning administrator and/or his or her designee and cooperate with the chief of police and/or his or her designee and city attorney in removing said holdover tenant.

3. It shall be unlawful to remove the wheels from any **travel trailer** or motor coach located within a park as defined in this chapter. It shall also be unlawful to permanently affix any such living unit to the ground when located within such a park.

E. Site Maintenance: A manager shall be present on the site at all times.

cs

DO NOT INCLUDE THIS PAGE IN YOUR POLICY

City Sample Personnel Policy

Published by:

ICRMP

Idaho Counties Risk Management Program, Underwriters

3100 Vista Avenue, Suite 300

P.O. Box 15249 Boise, ID 83715

(208) 336-3100 · 1-800-336-1985 · Fax (208) 336-2100

www.icrmp.org

VERSION: February _____, 2019

Insert Your City Logo

Snake River City
Personnel Policy

Approved by the City Council

Date: _____

WELCOME

It is our privilege to welcome you to [Snake River] City. We wish you every success in your new job, and we hope that you quickly feel at home. This Personnel Policy was developed to describe some of the expectations we have for all of our employees and what you can expect from us. We hope that your experience here will be challenging, enjoyable, and rewarding.

Again, welcome!

City Council [Snake River] City

TABLE OF CONTENTS

I. THE ORGANIZATION FOR WHICH YOU WORK

The City is a political subdivision of the state of Idaho, though it is not a part of state government. The City Council serves as the governing body of the City, carrying out local legislative duties and fulfilling other obligations as required by law. The City Council is the general policymaker for the City and has primary authority to establish terms and conditions of employment with the City. The Mayor may appoint personnel to help carry out administrative responsibilities. As with all elected public officials, the Mayor and City Council are ultimately responsible to the voters of the City

Each employee should recognize that although he/she may serve as an employee supervised by the Mayor or department head, he/she remains an employee of the City, and not of the official who supervises his/her work. The terms and conditions set forth in this Policy, and in the resolutions and policy statements that support it, cannot be superseded by any other official, without the express written authorization of the City Council. That is particularly true for terms or conditions that would establish a current or future financial obligation for the City. You may, however, work for a department with an operational policy that provides additional direction to employees on expectations and procedures unique to that department.

II. YOUR EMPLOYMENT RELATIONSHIP WITH THE CITY

This Policy is designed to introduce you to the City, familiarize you with various policies, practices and procedures currently in effect at the City, and help answer many of the questions that may arise in connection with your employment.

This Policy is not a contract of employment and does not create a contract of employment. This Policy does not create a contract, express or implied, guaranteeing you any specific term of employment, nor does it obligate you to continue your employment for a specific period of time. Its purpose is simply to provide you with a convenient explanation of present policies and practices of the City.

All employees of the City are at-will and are employed at the discretion of the Mayor and/or the head of the department in which the employee works. Only a signed written contract authorized by the City Council can alter the at-will nature of employment regardless of anything written or spoken by the Mayor or supervisor. Employees have no right to continued employment or employment benefits, except as may be agreed to in writing and expressly approved by the City Council. All provisions of this Policy will be interpreted in a manner consistent with this paragraph. In the event of any irreconcilable inconsistencies, the terms of this paragraph will prevail.

The City reserves the right to modify any of the policies, benefit offerings, and procedures, including those covered in this Policy, at any time, without prior notice to, and consent of, city employees. Changes may be made in the sole discretion of the City Council.

III. EMPLOYEE CODE OF CONDUCT

Employees are expected to conduct themselves in a professional manner that is both civil and cooperative. City employees are public employees and therefore are exposed to additional public scrutiny in both their public and personal conduct. This Code of Conduct has been established to aid employees in understanding both expected and prohibited conduct. Violations of the Code of Conduct will be grounds for disciplinary action up to and including termination of employment. This list is illustrative and not all inclusive. Other behaviors and acts of misconduct not specifically detailed here may be grounds for disciplinary action as well. Nothing contained herein is intended to change the at-will nature of employment or limit the reasons for which an employee may be disciplined.

A. EXPECTED CONDUCT

Each employee is expected to conduct himself/herself in a professional manner. In order to accomplish this, each employee must:

1. Be respectful, courteous and professional. Work cooperatively and constructively with fellow workers and members of the public.

2. Be prompt and regular in attendance at work for defined work schedules or other required employer functions, and follow procedures for exceptions to the normal schedules, including the scheduling and taking of vacation and sick leave.

3. Comply with dress standards established in the department for which the employee works. In the absence of any departmental dress standards, clothing will be appropriate for the functions performed and will present a suitable appearance to the public.

4. Abide by all departmental rules and direction of a supervisor whether written or oral. No employee will be required to follow the directive of a supervisor that violates the laws of the local jurisdiction, state or nation.

5. Maintain the confidential nature of records that are not open to the public in accordance with the direction of the responsible official.

6. Maintain a current appropriate driver's license when work for the City requires the employee to drive a vehicle as part of his/her responsibilities. Each such employee must report any state-imposed driving restrictions to his/her immediate supervisor and notify his/her supervisor if his/her driving abilities are impaired.

7. Follow all workplace safety rules whether established formally by the department or by outside agencies.

8. Report all accidents that occur or are observed on the job, or that involve City property, and cooperate as requested in the reconstruction of any such accident.

9. Avoid conflicts of interests in appointments and working relationships with other employees, contractors and potential contractors in the City and related agencies.
10. Adhere to any code of ethics in the employee's profession.

B. Prohibited Conduct

Employees are expected to refrain from behaviors that reflect adversely upon the City, including:

1. Not initiate or participate, or encourage others, in acts or threats of violence, bullying, malicious gossip, spreading of rumors, or any other behavior designed to create discord and lack of harmony, or that willfully interferes with another employee's ability to do his/her job.
2. Not engage in abusive conduct or language, including profanity and loud, threatening or harassing speech, toward or in the presence of fellow employees or the public.
3. Not engage in conduct at or away from work that may reflect adversely upon the City or its officials or otherwise impair the employee's ability to perform.
4. Not engage in prolonged visiting with co-workers, children, friends or family members that interfere with work in the department in which the employee serves.
5. Not use work time for personal business, including the selling of goods or services to the general public.
6. Not use phones or computers in the workplace in a manner that violates policy or that disrupts workplace productivity, including time spent on social media.
7. Not use work time or public premises to promote religious beliefs to members of the public or fellow employees.
8. Not have non-City employment, or serve on any board or commission, that conflicts with duties performed for the City in any meaningful way. Individual offices/departments may determine permissible examples of outside employment.
9. Not knowingly make any false report or complaint regarding behavior of others or participate in such report or complaint.
10. Not release any public record, including personnel records, without the express authority of the public official responsible for custody of the record
11. Not use any substances, lawful or unlawful, that will impair the employee's ability to competently perform his/her work or threaten the safety and well-being of other workers or the public. If the employee is prescribed a medication that may impair the employee's ability to safely do his/her job, the employee is required to provide a physician's note explaining the possible effects of the medication on the employee's ability to do his/her job and the length of the time that the employee will be required to take the medication. The employee may be required to take leave while taking the medication.

12. Not destroy, alter, falsify or steal the whole or any part of a police report or any record kept as part of the official governmental records of the City (I.C. §§ 18-3201 and 18-3202).
13. Not engage in political activities while on duty. This rule does not apply to Elected Officials.
14. Not provide false or misleading information on employment applications, job performance reports or any other related personnel documents or papers.
15. Not engage in conduct that violates the laws of the state of Idaho, including but not limited to I.C. §18-1356 (accepting gifts that exceed a value of $50), I.C. §74-401 *et seq.* (Ethics in Government Act), I.C. §74-501 *et seq.* (Prohibitions Against Contracts) and I.C. §18-1359 (Using Public Position for Personal Gain).
16. Not accept gifts or gratuities in any personal or professional capacity that, although it may be legal, could create the impression that the giver was seeking favor from the employee or official in violation of I.C. § 18-1356 and I.C. § 18-1357.
17. Not engage in criminal conduct of any kind while on or off duty.

IV. WORKPLACE VIOLENCE

The City seeks to provide a violence-free workplace. Violence in the workplace poses a threat to the safety of employees and the public. The City will not tolerate acts and behaviors that are likely to result in workplace violence, including, but not limited to, abusive language, hitting or shoving, threats of bodily harm, threats or acts of violence, brandishing of an object which may be used as a weapon, sending threatening, harassing or abusive e-mail and faxes, using the workplace to violate protective orders and stalking.

All employees are responsible for minimizing workplace violence. All acts or threats of violence should be promptly reported to a supervisor, department head or the Mayor. Employees should also report situations that they believe could lead to workplace violence, including but not limited to protective orders or other no-contact orders.

Any employee who is determined to be responsible for acts or threats of violence, or other conduct listed in this section, will be subject to prompt disciplinary action up to and including termination of employment.

V. UNLAWFUL WORKPLACE DISCRIMINATION, HARASSMENT AND RETALIATION

The City strives to maintain a supportive and civil workplace—one in which employees treat each other with respect and dignity. In keeping with these values, the City prohibits and does not tolerate unlawful workplace discrimination, harassment or retaliation.

The following defined terms are applicable to this section:

Legally protected class means a personal characteristic that is protected by law. This includes race, color, national origin, religion, sex, age (40 and over), disability, or any other characteristic protected by law.

Participation in the workplace includes all aspects of being an employee at the City, including recruitment, hiring, job performance, performance reviews, training, development, promotion, demotion, transfer, compensation, benefits, educational assistance, layoff and recall, participation in social and recreational programs, termination and/or retirement.

A. Workplace Discrimination

Workplace discrimination is when one or more persons in a **legally protected class** are treated adversely with respect to their **participation in the workplace**. Adverse employment actions usually involve decisions made by supervisors, department heads, or Elected Officials that affect the workplace status and benefits of employees.

Illegal adverse employment actions may include, but are not limited to, not hiring a qualified applicant due to his/her age, not promoting an employee due to his/her religious beliefs, denying an employee a raise due to his/her race, disciplining an employee more harshly than others due to his/her sex, and terminating an employee due to his/her national origin.

B. Workplace Harassment

Workplace harassment is unwelcome conduct that is directed to one or more persons in a **legally protected class** that interferes with their **participation in the workplace**. The offensive conduct must be *severe or recurring* such that it creates a work environment that a reasonable person would consider intimidating, hostile or abusive. Petty slights, annoyance, and isolated incidents (unless extremely serious) will not rise to the level of illegality.

Offensive conduct may include, but is not limited to, offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures.

C. Workplace Sexual Harassment

Sexual harassment is a specific type of workplace harassment. Since it is particularly destructive to the work environment it is more thoroughly addressed here.

Sexual harassment occurs when one or more persons are subject to unwelcome sexual advances, request for sexual favors, or other verbal, non-verbal, visual or physical harassment of a sexual nature that is so *severe or recurring* such that it creates a hostile or offensive work environment.

Sexual harassment includes sexually harassing others of the same and/or different gender, gender identity or gender expression.

Sexual harassment is unlawful whether it involves co-workers, supervisors, department heads, Elected Officials, or customers of the City.

Sexual harassment may include, but is not limited to:

1. Leering, making sexual gestures, or displaying derogatory and or sexually suggestive objects, pictures, cartoons, posters or drawings;
2. Sexually degrading language, derogatory comments, epithets, slurs, sexually explicit jokes or comments;
3. Verbal or non-verbal unwanted sexual advances or propositions;
4. Threatening or making reprisals after a negative response to sexual advances;
5. Offering employment benefits such as raises, promotions and job retention in exchange for sexual favors;
6. Unwanted physical conduct such as touching, massaging, pinching, patting, hugging; and
7. Physical interference with normal work or movement including impeding or blocking movement.

D. Hostile Work Environment

A hostile work environment is discrimination or harassment in the workplace in which comments or conduct based on a **legally protected class**, unreasonably interferes with **participation in the workplace**. To a reasonable person, the comments or conduct must be *severe or recurring* such that it creates an intimidating or offensive work environment. Isolated incidents, petty slights, occasional teasing or impolite behavior are generally not sufficient to create a hostile work environment.

Examples of a hostile work environment may include, but are not limited to, being subjected to daily racial slurs, recurring derogatory comments about job performance based on gender, continuous sexual advances or propositions, frequently receiving sexually explicit emails from a coworker, physical harassment like hitting, pushing, groping and other touching.

E. Workplace Retaliation

Workplace retaliation is when an employee is punished or negatively treated because the employee engaged in legally protected activity, including initiating a complaint of discrimination or harassment, providing information or assisting in an investigation or refusing to follow orders that would result in discrimination or harassment. Retaliation can result from employment action taken by a supervisor, department head, Elected Official or from acts of other employees.

Examples of conduct that might be considered retaliation for engaging in protected activity include assigning the employee to less desirable tasks or shifts in the office, denying an employee a promotion or raise, socially isolating an employee, playing practical jokes on the employee, and allowing other employees to be critical of an employee for participating in a workplace investigation into alleged discrimination or harassment.

F. RESPONSIBILITIES

1. Employee Responsibilities

   Employees should report incidents of discrimination, harassment, sexual harassment, hostile work environment or retaliation as soon as possible after the occurrence. Reporting should be made to any of the following:

   - Designated Official
   - Supervisor
   - Department Head
   - Human Resources Officer
   - Legal Counsel for the City

   If the employee's supervisor is the subject of the incident, the employee should instead report the incident to one of the other listed officials. Reporting should be made regardless of whether the offensive act was committed by a supervisor, co-worker, vendor, visitor or customer.

2. Supervisor Responsibilities

   All supervisors are expected to ensure that the work environment is free from unlawful discrimination, harassment, sexual harassment, retaliation or the development of a hostile work environment. They are responsible for the application and communication of this policy within their work areas. Supervisors should:

   - Encourage employees to report any violations of this policy before the harassment becomes *severe or recurring.*
   - Make sure the Human Resources Office is made aware of any inappropriate behavior in the workplace.
   - Create a work environment where sexual and other harassment, discrimination, or retaliation is not permitted.
   - Correct any behaviors they observe that could constitute unlawful discrimination, harassment, sexual harassment or hostile work environment.
   - Report any complaint of unlawful discrimination, harassment, sexual harassment, retaliation or hostile work environment to the Designated Official.

3. The City designates _____, or his/her designee, as the Designated Official who will be responsible for directing the procedures of this policy.

G. PROCEDURE FOR REPORTING AND INVESTIGATING

The following steps must be followed to report and investigate incidents of unlawful discrimination, harassment, sexual harassment, retaliation, or the development of a hostile work environment.

1. A person who believes he/she has been unlawfully discriminated, harassed or retaliated against, or who observes or knows about behavior in the workplace that could be unlawful discrimination, harassment or retaliation, should report it to the Designated Official, his/her supervisor, department head, Elected Official, Human Resources Officer or legal counsel for the City. The individual receiving the report must then forward it to the Designated Official. If the Designated Official is the subject of the complaint, the report must then be forwarded to legal counsel for the City.

2. Once such a complaint has been made, the complaint cannot be withdrawn by the complainant without a determination that is was made erroneously.

3. The Designated Official should promptly review the complaint and consult with legal counsel for the City and the Human Resources Officer.

4. In appropriate circumstances, the person who is alleged to have committed the offense may be placed on paid or unpaid administrative leave pending a resolution of the allegations.

5. The Designated Official, in consultation with legal counsel for the City, should engage an appropriate person to investigate the complaint. The investigator should be a neutral party.

6. The investigator should interview the complainant, the person alleged to have committed the offenses, and any relevant witnesses to determine whether or how the alleged conduct occurred.

7. At the conclusion of the investigation, the investigator will submit a report of the findings to the Designated Official, who will then route it as appropriate.

8. The Designated Official and/or the appropriate supervisors and legal counsel for the City will meet separately with both the complainant and the person alleged to have committed the offenses to notify them in person of the findings of the investigation.

9. The complainant and the person alleged to have committed the offenses may submit written statements to the Designated Officials and/or supervisors challenging the factual basis of the findings. Unless circumstances prevent, the statement must be submitted no later than 5 working days after the meeting in which the findings of the investigation are discussed.

10. After the Designated Official and/or supervisors have met with both parties and reviewed the documentation, and after consultation with legal counsel for the City, a decision will be made as to what action, if any, should be taken by the Mayor or department head.

11. At the conclusion of this complaint procedure, the complainant should be informed that appropriate action, if any, has been taken. Because disciplinary personnel

matters are confidential, details of the specific discipline should not be shared with the complainant.

H. DISCIPLINARY ACTION

1. If it is determined that unlawful discrimination, harassment or retaliation has occurred, an appropriate course of action will be taken by the City. The action will depend on the following factors:

   a. The severity, frequency and pervasiveness of the conduct;

   b. The conduct of the respective employees;

   c. Prior complaints made against the person alleged to have committed the offenses; and

   d. The quality of the evidence (first-hand knowledge, credible corroboration etc.).

2. If problematic conduct is revealed in the investigation, corrective action may be taken even if the investigation is inconclusive or if it is determined that there has been no unlawful discrimination, harassment or retaliation.

I. CONFIDENTIALITY

Confidentiality will be maintained to the fullest extent possible in accordance with applicable federal, state and local law. However, a complete and thorough investigation of the allegations will require the investigator to inform witnesses of certain aspects of the complaint in order to obtain an accurate account of the actions of the parties involved. The City's insurer may also be engaged to assist in all phases of any proceeding or investigation.

VI. GENERAL POLICIES

A. ATTENDANCE AND PUNCTUALITY

It is important for employees to report to work on time and to avoid unnecessary absences. The City recognizes that illness or other circumstances beyond an employee's control may cause him/her to be absent from work from time to time. However, frequent absenteeism or tardiness may result in disciplinary action, up to and including discharge. Excessive absenteeism or frequent tardiness puts an unnecessary strain on co-workers and can have a negative impact on the success of the City.

Employees are expected to report to work when scheduled. Whenever an employee knows in advance that he/she is going to be absent, the employee should notify his/her immediate supervisor or the designated manager. If the absence is unexpected, the employee should attempt to reach his/her immediate supervisor as soon as possible, but in no event later than one hour before the employee is due at work. In the event the immediate supervisor is unavailable, the employee must speak with department head or his/her designated representative. If the employee must leave a voicemail, he/she must provide a phone number where the employee may be reached if need be.

B. SUBSTANCE ABUSE

The City recognizes alcohol and drug abuse as potential health, safety and security problems. The City expects all employees to assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances. Compliance with this substance abuse policy is made a condition of employment, and violations of the policy may lead to discipline and/or discharge.

All employees are prohibited from engaging in the unlawful manufacture, possession, use, distribution or purchase of illicit drugs, alcohol or other intoxicants, as well as the misuse of prescription drugs on City premises or at any time and any place during working hours. While we cannot control the behavior of employees off the premises on their own time, we certainly encourage employees to behave responsibly and appropriately at all times. All employees are required to report to their jobs in appropriate mental and physical condition, ready to work.

Substance abuse is an illness that can be treated. Employees who have an alcohol or drug abuse problem are encouraged to seek appropriate professional assistance. Employees may inform their immediate supervisor, department head, or the Human Resources Office for assistance in seeking help, including possible coverage under the City's medical insurance plan, to address substance abuse.

When work performance is impaired, admission to or use of a treatment or other program does not preclude appropriate action by the City.

C. RELATIONSHIP POLICY

Any supervisor involved in a romantic relationship with a subordinate must immediately notify his/her superior of the existence of any such relationship. Efforts should be made to eliminate supervisory responsibility for one who is romantically involved with a subordinate. Employees involved in such relationship bear a responsibility to the City to cooperate in any effort to avoid the potential conflicts that can arise from such personal relationships in the workplace. Such relationship may result in a change of employment duties.

D. NO SMOKING POLICY

The City buildings and facilities are non-smoking in accordance with state and federal requirements. Use of tobacco products of any kind or e-cigarettes is not allowed within all indoor spaces of the City's buildings and facilities or in City vehicles. Smoking is only permitted outside of City buildings and facilities at least 50 feet away from entrances.

VII. EMPLOYEE DISCIPLINE

A. PERFORMANCE/DISCIPLINE FRAMEWORK

The following framework provides discipline options that may be taken when an employee violates employment policies or fails to adequately perform his/her duties. Nothing contained herein is intended to change the at-will nature of the employee's employment or limit the reasons for which the employee may be disciplined, including termination of employment. Progressive steps may be implemented in order to encourage improved performance or attitude but are not required. The City may take any of the following disciplinary actions, or any other action, in any order when a supervisor deems an action or performance of the employee to be serious enough to warrant a certain discipline.

B. DISCIPLINARY ACTIONS AVAILABLE

1. The following actions are among the disciplinary actions that may be taken in response to personnel policy violations or performance deficiencies:

   a. Oral warning

   b. Written warning or reprimand

   c. Suspension without pay

   d. Demotion

   e. Dismissal

2. Conditions of maintaining employment that relate to particular performance/behavior issues may be established in conjunction with any of these actions.

C. OPPORTUNITY TO BE HEARD—NAME-CLEARING HEARING

1. All employees are at-will. However, an at-will public employee who is being terminated, or demoted with a reduction in pay, based upon allegations of *dishonesty, immorality or criminal misconduct* is constitutionally entitled to a name-clearing hearing when one is requested.

2. Failure by the employee to pursue this hearing procedure constitutes a waiver of this opportunity.

3. Issues involving dishonesty, immorality or criminal misconduct are the only issues that will be heard in this procedure.

4. The procedure for the hearing is as follows:

a. Within 14 days of his/her termination or demotion, the employee may submit to the City Council a written request for a name-clearing hearing and state the basis for it.

b. A request for hearing will be denied if the employee misses the deadline for submittal of the request or does not state a valid reason. An employee will be notified if a requested hearing is either granted or denied.

c. An employee granted a hearing will meet with the City Council. The hearing will not exceed 1 hour in duration.

d. An audio recording of the hearing will be made and maintained as part of the personnel record.

e. The employee's supervisor may provide a brief written statement at least 24 hours prior to the hearing. The City Council may require the supervisor to participate in the hearing.

f. The employee will be provided an opportunity to present evidence upon which the claims are based.

g. The City Council may ask questions during this process.

h. The Idaho Rules of Evidence do not apply to this hearing.

5. After the hearing, the City Council will consider the information submitted, and other information as might be in the City's records, to arrive at a decision and will issue a written statement setting forth the reasons for the decision.

VIII. HIRING POLICIES

A. EQUAL EMPLOYMENT OPPORTUNITY

1. All selection of employees and all employment decisions, including classification, transfer, discipline and discharge, will be made without regard to race, religion, sex, age, national origin, or non-job-related disability, or any other characteristic protected by law. No job or class of jobs will be closed to any individual except where a mental or physical attribute, sex or age is a bona fide occupational qualification.

2. All objections to hiring or other employment practices will be brought to the attention of the Mayor, department head, supervisor or Human Resources Office, or in the case of objection to actions undertaken by any of them, to legal counsel for the City.

3. Employees can raise concerns and make reports without fear of retaliation. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

4. The City will endeavor to make reasonable accommodations for qualified individuals with known disabilities, unless doing so would result in an undue hardship. An employee should advise either the department head, supervisor or Human Resources

Office if he/she requires an accommodation to enable the employee to perform the essential tasks of the job.

5. The City will also endeavor to make reasonable accommodations for its employees' religious needs and practices, including those related to appearance and observance of holidays. An employee should advise either the department head, supervisor or Human Resources Office if he/she requires accommodation for religious reasons.

B. PREFERENCE FOR HIRING FROM WITHIN

Qualified City employees may be given preference over outside applicants to fill vacancies in the work force without following the notice and selection procedures normally required for hiring new employees. If the internal preference process is used, it should be completed prior to seeking outside applicants for the position.

C. VETERAN'S PREFERENCE AND RIGHTS

1. The City will grant a preference to U.S. Armed Services veterans, or certain of his/her family members, in accordance with provisions of Idaho Code, Title 65, Chapter 5. In the event of equal qualifications for an available position, a veteran or family member who qualifies for the preference will be employed.

2. Employees who are qualified veterans returning to employment with the City following qualified military leave shall have the rights and responsibilities provided by Idaho Code §65-508 and the Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C. §4301, et seq. The returning veteran will be restored to his/her position with the same seniority, status and pay that he/she would have had if there had been no military leave. In addition, in accordance with the provisions of these laws, the veteran will not be discharged from his/her position without cause for a period of 1 year after the restoration of his/her employment with the City.

D. NEPOTISM/HIRING OF RELATIVE

1. No person will be employed by the City when the employment would result in a violation of provisions found in Idaho Code, including but not limited to I.C. Title 74, Chapter 4, I.C. §18-1359 and their successors. Any employment made in violation of these sections may be void. The appointment or employment of the following persons is expressly prohibited:

   a. No person related to the Mayor or a City Council member by blood or marriage within the second degree will be appointed to any compensated office, position, employment or duty; and

   b. No public servant, including Elected Officials and employees, will appoint or vote for the appointment of any person related to him/her by blood or marriage within the second degree to any compensated office, position, employment or duty. This means no one related within the second degree to anyone involved in any way in the hiring process can be hired and/or that no one related to an applicant within the second degree can take part in the hiring process.

2. An employee whose relative is subsequently elected may be eligible to retain his/her position and pay increases as allowed by relevant provisions of Idaho law, including Idaho Code § 18-1359(5).

IX. EMPLOYEE PERSONNEL FILES

A. Personnel Records

1. The official employee records for the City will be kept in the Human Resource Department or by the City Clerk.

2. The personnel files should contain records related to employee performance, employee status, and other relevant materials related to the employee's service with the City.

3. The employee's supervisor, Elected Officials and the employee himself/herself may contribute materials to the personnel files deemed relevant to the employee's performance.

B. Access to Personnel Files

1. Only the employee's supervisors, the Mayor, the City Council when acting as a board in the course of its official business, attorneys for the City, and the employee are authorized to view materials in a personnel file. Access of others to such files will be allowed only when authorized after consultation with legal counsel for the City.

2. Information regarding personnel matters will only be provided to outside parties with a release from the employee, when deemed necessary by legal counsel for the City, or pursuant to a Court order or a proper subpoena.

3. The City reserves the right to disclose the contents of personnel files to outside state or federal agencies, its insurance carrier or its carrier's agents for risk management purposes, or when necessary to defend itself against allegations of unlawful conduct.

4. Copies of materials in an employee's personnel file are available to that employee without charge, subject to exceptions provided by statutes.

C. Management of Information in Personnel Files

Each employee will be provided an opportunity to contest the contents of his/her personnel file at any time, by filing a written objection and explanation that will be included in the file along with the objectionable material. In the sole judgment of the Mayor, after consultation with legal counsel for the City, any offending material may be removed upon a finding by the City that it is false or unfairly misleading. In general, there is a presumption that materials are to remain in personnel files accompanied by the employee's written objection and explanation to provide a complete employment history. Any such approved removal of information will be documented in writing and maintained in the employee's personnel file.

X. EMPLOYEE CLASSIFICATION

For various reasons, employee status must be organized by classes in order to administer employee policies, benefits or otherwise address employment issues. It is generally the responsibility of the employee to assure that he/she is properly categorized for purposes of each issue or benefit type. The City will endeavor to assist with such matters, but the employee is ultimately responsible to assure that his/her service is properly addressed.

A. Employee Classification for Employment Status

1. All employees of the City, including part-time and temporary employees, are **at-will employees**, except as otherwise required by law or pursuant to a written contract approved by the City Council.

2. Employed Attorneys.

   Because the Idaho Rules of Professional Conduct govern the relationship between an attorney and his/her client, attorneys employed by the City are at-will employees. They serve at the pleasure of the Mayor and City Council and can be appointed or removed at their pleasure.

3. Appointed Officials.

   The city clerk, treasurer, and any other officials appointed pursuant to Idaho Code § 50-204 may only be removed pursuant to Idaho Code § 50-206.

B. Employee Classification for Benefit Purposes

The classification of the position an employee holds with the City may affect the status of obligations or benefits associated with his/her employment. The primary classes of employees are:

1. Elected Officials

   Elected Officials are not considered regular employees. Elected Officials receive employment benefits as identified in a resolution adopted by the City Council.

2. Full-Time Regular Employees

   Employees whose employment is sustained and continuing and whose typical work week consists of at least 30 hours are considered full-time regular employees. Full-time regular employees are eligible for employee benefits provided by the City.

3. Part-Time Regular Employees

   Employees whose employment is sustained and continuing and whose typical work week consists of less than 30 hours on a regular basis are considered part-time regular employees. Part-time regular employees may receive reduced employee benefits as authorized by the City Council and as required by federal and state law. The scope of benefits received may vary proportionately with the number of hours typically worked for a part-time regular employee. The number of hours worked may

also affect the employee's obligation to participate in certain mandatory state benefit programs. Certain benefits may not be available because qualifying thresholds have not been reached.

4. Temporary Employees

   Employees who work on an irregular, seasonal or temporary basis are temporary employees. Temporary employees receive no benefits provided to regular employees, except those required by law or authorized by the City Council.

XI. COMPENSATION POLICIES

A. Establishment of Employee Compensation

Employees are compensated in accordance with, and subject to, decisions of the City Council as annual budgets are set and are subject to increase, reduction, or *status quo* maintenance for any time period. The Mayor or department head may make suggestions about salary compensation and other pay system concerns, but the final decision regarding compensation policy rests with the City Council.

B. Compliance with State and Federal Pay Acts

The City will comply with all state and federal pay acts governing compensation of its employees.

C. Right to Change Compensation and Benefits

The City may change general compensation for any reason deemed appropriate by the City Council. Compensation may also be adjusted based upon job performance and the availability of funds to maintain a solvent city budget. Hours worked may be reduced or employees may be laid off as necessary to meet budgetary constraints or as work needs change.

D. Overtime/Compensatory Time Policy

1. In addition to the employee classifications set forth elsewhere in this policy, all employees are classified as exempt (salaried) or non-exempt (hourly) for purposes of complying with the federal Fair Labor Standards Act (FLSA). Exempt employees perform work that qualifies for the professional, executive or administrative exemption and do not qualify for overtime compensation. Employees should contact their department head or the Human Resources Office for further clarification of the employee's FLSA status.

2. Overtime for non-exempt, hourly employees will be allowed only when authorized by the appropriate supervisor or when absolutely necessary in an emergency. Employees may not work any hours outside of their scheduled work day unless the supervisor has given advanced authorization for the unscheduled work. Employees

may not start work early, finish work late, work during meal breaks or perform any other extra or overtime work unless they are authorized to do so, and it is reported on the employee's timesheet. Any employee who fails to report, or inaccurately reports, any hours worked will be subject to disciplinary action, up to and including termination.

3. Non-exempt employees entitled to overtime compensation will either accrue compensatory time or overtime pay, as established by policy adopted by the City Council. Compensatory time or overtime pay for work in excess of 40 hours per week, or in excess of the work period interval established for law enforcement officers or firefighters, will be computed at 1½ hours for each additional hour worked. The City Council has set a maximum accumulation of ____ hours of compensatory time. Any compensatory time over that amount will be paid in the next pay period unless otherwise approved by the Mayor.

4. Compensatory time may be used whenever required by a supervisor or when requested by an employee with the concurrence of a supervisor. Use of requested compensatory time will depend upon the ability of the department to tolerate a requested absence. If repeated requests to use compensatory time are denied by a supervisor, or reasonable opportunities to use such time are unavailing, an employee must be paid for such accrued time.

E. Reporting and Verifying Time Records

1. Each hourly employee is responsible to timely and accurately record time that he/she has worked in accordance with the procedures authorized by the City Council and the payroll office. Each report of non-exempt employees must be signed manually or electronically by both the supervisor and the employee and must contain a certification that it is a true and correct record of the employee's actual time worked and benefits used for the time period covered. Any changes to the time record made by a supervisor or the payroll office to correct mistakes must be acknowledged by the employee. Exempt employees may be required to document time worked or benefits used for accountability purposes.

2. Any employee concerned about his/her compensation, rate of pay, payroll status, deductions, *etc.*, must communicate such concerns to the payroll office or his supervisor as soon as any such concern becomes evident. Documentation of any such issue should be maintained in the employee's personnel file.

3. Employees may not falsify their own timesheet or alter another employee's timesheet in any way. Employees must not under- or over-report hours worked by themselves or other employees, or conceal any falsification of time records, even if instructed to do so by a supervisor, department head, an Elected Official or other person. If instructed to do so, the employee must immediately report it to legal counsel for the City.

F. Work Periods

1. The workweek for all non-law enforcement, non-exempt employees who are subject to the FLSA begins at 12:00 a.m. on Sunday of each week and concludes at 11:59 p.m. of the succeeding Saturday.

2. The work period for sworn law enforcement officers and firefighters may be up to the 28-day work period allowed by the FLSA, 29 U.S.C. § 207(k), as adopted by the City Council.

G. Payroll Procedures and Paydays

1. Employees are paid every _____ throughout the year. Paychecks or direct deposit receipts are issued on every _____. Paychecks compensate employees for work performed in the pay period preceding the week in which the check is issued.

2. Every effort will be made to ensure that employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. Each employee must monitor the accuracy of compensation received and review his/her paper or electronic paycheck stub when received to make sure it is correct. Information shown on the employee's paycheck stub is provided for information only. Actual practices regarding the issuance of paychecks and allocation of employee benefits must be consistent with official policy of the City. In the event of disagreement between the computer-generated paycheck stub and official policy, as interpreted by the City Council, the policy will prevail. Employees are obligated to call to the City's attention any such errors, whether to the advantage or disadvantage of the employee. When mistakes are made and are called to the City's attention, the City will correct the mistake as soon as possible.

H. Compensation while Serving on Jury Duty or as a Witness in a Court Proceeding

1. The City encourages employees to fulfill their civic responsibilities by serving on jury duty when required. Leave will be granted, and full pay provided, to employees called to serve as a court witness in matters specifically related to City operations, or called to serve on jury duty.

2. Employees must show the jury duty summons or notice to their supervisor as soon as possible so that the supervisor can make arrangements to accommodate their absence. Employees are expected to report for work whenever the court schedule permits.

I. Military Leave

An unpaid leave of absence will be granted to an employee to participate in ordered and authorized field training in accordance with Idaho Code §§ 46-407 and 46-409, and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

J. Payroll Deductions

No payroll deductions will be made from an employee's paycheck unless authorized in writing by the employee, or as required by law (Idaho Code § 45-609).

K. Travel Expense Reimbursement

An employee on approved City business will be reimbursed for expenses incurred in completing his/her assignment in accordance with the policies established by the City Council. Each employee is responsible for providing verified receipts for any expenses for which reimbursement is requested.

L. On-the-Job Injuries

1. Employees are covered by worker's compensation insurance for on-the-job injuries. All on-the-job injuries must be reported to the employee's supervisor as soon as practicable so that a worker's compensation claim can be filed. Return to employment will be authorized on a case-by-case basis in consultation with the supervising official and the State Insurance Fund, and may require a fitness for duty medical review. Concerns associated with injured worker status may be brought before the Mayor or Human Resources Office for review.

2. The City will handle worker's compensation claims for sworn law enforcement officers pursuant to Idaho Code, Title 72, Chapter 11.

XII. EMPLOYEE BENEFITS

The City offers a number of employee benefits for full-time and part-time regular employees. These benefit offerings are subject to change or termination in the sole discretion of the City Council. Each benefit offering is subject to the specific terms of its respective insurance policy and/or official resolution of the City Council.

A. Vacation Leave

1. Vacation leave is available to full-time and part-time regular employees who have completed the equivalent of 6 months of full-time employment. Vacation leave accrues at the rate of ____ hours per month for employees who typically work at least _____ hours per week. Employees who typically work less than ____ hours per week, accrue leave in proportion to the number of hours worked.

2. Vacation leave can only be accrued up to the maximum of ____ hours. Once an employee reaches accruals of that amount, no additional vacation leave will accrue until the employee's accrued hours are reduced below the maximum.

3. Vacation leave is to be scheduled with consent of the responsible department supervisor. Efforts will be made to accommodate the preference of the employee in vacation scheduling, but first-priority will be the orderly functioning of affected departments. Upon separation from employment, unused vacation leave up to the maximum allowed accrual will be compensated by lump-sum payment at the then-current hourly or daily rate.

B. Sick Leave

1. Sick leave benefits are provided to regular full-time employees at the rate of 8 hours per month. Part-time regular employees accrue sick leave per month at the rate of 1/5 of the hours worked in a typical week. Sick leave is a benefit to provide relief to the employee when an illness or injury prevents the employee from working productively or safely, or when an immediate family member's (spouse, child, parent) illness presents no practical alternative for necessary care. Sick leave must be requested at least within two hours of the time the scheduled work period is to begin, unless circumstances outside the control of the employee prevent such notice. The City may require the employee to provide a doctor's note, or require, at the City's expense, an independent review of reported illness by a competent medical authority.

2. Sick leave can only be accrued up to the maximum of _____ hours. Once an employee reaches the maximum accrual, no additional sick leave will accrue until the employee's accrued hours are reduced below the maximum.

3. Sick leave benefit recipients will receive their normal compensation when using sick leave. All unused sick leave will be forfeited without compensation upon separation from employment.

OPTIONAL

A. Paid Time Off (PTO) Policy

PTO is an alternative to categorized vacation and sick leave accruals. It provides an employee with more flexibility to use his/her time off to meet personal needs, while recognizing an employee's individual responsibility to manage such absences. PTO accrues as the employee works. Employees will not accrue PTO while on an unpaid leave of absence or under suspension of any kind.

1. Accrual Schedule for Full-Time Employees

Each full-time regular employee will accrue PTO hours according to the schedule below at the beginning of each month worked at full-time status. Part-time regular employees will accrue PTO proportionately with the number of hours typically

worked. The maximum annual accrued carryover is the limit of unused PTO that can be carried over from one fiscal year to the next. Once an employee reaches the maximum accrued PTO hours, no additional PTO will accrue until the employee's accrued hours are reduced below the maximum.

Monthly	Years of Service	Hours Accrued

Maximum Time Accrued:

Regular employees accrue up to a maximum of _____hours.

2. Termination

   Employees will be paid for all accrued PTO, subject to authorized deductions, when they leave employment with the City.

3. Minimum Increments of PTO

   Employees may request and use PTO in _____ (___) hour increments.

4. Notice and Scheduling:

   PTO is to be scheduled with consent of the responsible supervisor. Efforts will be made to accommodate the preference of the employee in scheduling PTO for vacations, but first priority will be the orderly functioning of the affected department. There may be occasions, such as sudden illness, when an employee cannot notify his/her supervisor in advance as required. In those situations, employees must inform supervisors of their circumstances as soon as possible.

5. Transition Provisions

   a. Most employees will start the new PTO system with an account balance consisting of accrued vacation and sick leave. Employees will not lose any days if they come into the plan with a balance greater than the allowed PTO cap.

   b. Employees who have accrued hours over the maximum will not accrue additional PTO time until their accrued hours fall below the maximum accrual.

C. Holidays

Ten official holidays are provided for full-time regular employees. Full-time regular employees receive compensation for that day even though they do not work. Holidays which fall on Saturday will be observed on the preceding Friday. Those which fall on Sunday will be observed on the succeeding Monday. The holiday schedule may be changed at any time by the City Council.

Full-time regular employees who work on holidays will be scheduled to receive a substitute holiday with pay within 60 days of the date of the holiday they worked.

Unscheduled emergency work on holidays will be compensated at a rate of 1½ times the employee's regular rate of pay.

Recognized Holidays:

New Year's Day	Labor Day
Martin Luther King, Jr./Human Rights Day	Columbus Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

D. Bereavement Leave

Up to 3 days of paid leave of absence will be provided for a death in the immediate family (spouse, parents, grandparents, children, grandchildren, brothers and sisters, including in-laws). Employees have the right to use accrued vacation leave beyond the leave of absence allowed by this section.

E. Leaves of Absence

Up to 30 days of unpaid leave of absence can be granted by the Mayor for any justifiable purpose. Paid leave in any amount or unpaid leave in excess of 30 days will require written approval of the City Council.

F. Benefits for Temporary Employees

All temporary employees will receive benefits as required by law, including worker's compensation insurance. All other benefits are to be determined in the discretion of the City Council.

G. Insurance Coverage Available to Employees

Various insurance benefits are available to employees and family members in accordance with the terms and conditions of the City's contract for such services. The Human Resource Office should be contacted to learn of sign-up and claims procedures. Other insurance offerings may be available at employee or shared expense.

H. Retirement Program Offering

The City participates in the retirement program of the Public Employees Retirement System of Idaho (PERSI) and with Social Security (FICA). PERSI requires the City to withhold a percentage of an employee's gross salary for pension purposes, and to contribute an additional larger amount on behalf of the employee. Contact the Human Resource Office for further information.

I. Transfer of Benefits with Employee Transfer

Accrued benefits continue when the employee transfers from one department to another within the City. However, upon such transfer, the employee is only eligible for those benefits authorized for the particular position and employment status.

J. Miscellaneous Benefits

In addition to the benefits listed on the previous pages, the following are examples of miscellaneous benefits, subject to change in the sole discretion of the City Council, that may be available to employees for participation in accordance with the terms of their respective policy or agreement:

1. Deferred compensation plans handled by payroll deduction.
2. Credit union participation.
3. Employee-requested deduction programs.
4. Allowance for uniforms, tools, equipment, etc.
5. Parking privileges.
6. Training and higher education reimbursement or tuition refund.

XIII. Family Medical Leave Act (FMLA)

IMPORTANT NOTE FOR *LESS* THAN 50 EMPLOYEES!

There is some confusion regarding whether the FMLA applies to public employers that have less than 50 employees. In order for the FMLA to apply, there must be (1) a covered employer, and (2) an eligible employee.

Private employers with less than 50 employees are not covered employers. However, the FMLA expressly states that ALL public entities are covered employers regardless of the number of employees.

To be an eligible employee, there must be at least 50 employees working for the public entity within 75 miles of the employee's place of work.

For all practical purposes, this means that all public employers in Idaho with less than 50 employees will not have any eligible employees for FMLA purposes. Regardless of the number of employees, the public employer still has certain obligations, including the duty to post the required FMLA notice in its workplace.

Small agencies should be aware that some individuals that may be referred to as volunteers, such as reserves, firefighters or EMTs, may count toward the employee limit if they are paid wages. Consult with your attorney to evaluate whether any of your volunteers may be counted as employees.

If the employer does NOT have at least 50 employees, it is suggested that this section be the following:

A. Eligibility Requirements

To be eligible for FMLA benefits, prior to any leave request, the employee:

1. must have worked for the City for at least 12 months;
2. must have worked at least 1,250 hours for the City during the previous 12 months; and
3. the City must employ at least 50 employees within 75 miles of the employee's workplace.

B. Employees Not Eligible

Since the City does not employ at least 50 employees, FMLA DOES NOT apply to City employees, and they are not entitled to 12 weeks of job-protected FMLA leave.

IMPORTANT NOTE FOR *MORE* THAN 50 EMPLOYEES!

If the employer has 50 or more employees, the following complete FMLA language should be included in your policy:

This section contains a summary of FMLA rights and responsibilities and is not intended to be a complete statement of all FMLA issues that may arise. Please check with the Human Resources Office in identifying FMLA leave issues. The US Department of Labor has published an FMLA resource for employees: www.dol.gov/whd/fmla/employeeguide.pdf. It has also published a guide for employers that is also beneficial to employees: www.dol.gov/whd/fmla/employerguide.pdf.

A. Eligibility Requirements

To be eligible for FMLA benefits, prior to any leave request, the employee:

1. must have worked for the City for at least 12 months, which in some circumstances may include separate periods of employment with the City;
2. must have actually worked at least 1,250 hours for the City during the previous 12 months; and
3. the City must employ at least 50 employees within 75 miles of the employee's workplace measured by using available transportation on the most direct route.

B. FMLA Rights

1. An eligible employee is entitled to job-protected, unpaid leave for the following reasons: a. birth and care of the eligible employee's child; b. placement for adoption or foster care of a child with the employee; c. care of an immediate family member (spouse, child, parent) who has a serious health condition; or d. care of the employee's own serious health condition.

2. A "serious health condition" is a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any subsequent period of incapacity or treatment in connection with such inpatient care, or a condition that requires continuing care by a licensed health care provider.

3. The employee may request up to 12 weeks of leave during a 12-month period in which the City will continue the employee's benefits (employer portion only). The 12-month period is determined using a "rolling" 12-month period measured backward from the first day of the employee's FMLA leave. If the employee does not return to work at the end of the FMLA leave for reasons other than the continued serious health condition of the employee or eligible family member, the City may recover from the employee the premiums that were paid for the employee's medical coverage during the FMLA leave period.

4. Total FMLA leave for employee spouses/parents who both work for the City is 12 weeks combined if the leave is for reasons other than the employee's own personal serious illness.

C. Concurrent Use of Accrued Leave and Worker's Compensation Required

1. Employees are required to use any accrued paid vacation and sick [PTO] leave and compensatory time off ("comp time") concurrently with any FMLA leave. If the employee does not have sufficient accrued vacation and sick [PTO] leave and comp time to cover the time out on FMLA leave, the employee may take the remainder of FMLA leave as unpaid leave.

2. If the employee is on worker's compensation leave, such leave will also run concurrently with any FMLA leave.

D. Employee Obligations

1. Employees are required to give 30 days' advance notice, or as much time as practical, when the need for FMLA leave is foreseeable. The employee may be required to provide medical certification by his/her physician or medical practitioner indicating the diagnosis and probable duration of the FMLA qualifying medical condition. The City may also require second or third opinions at the City's expense.

2. Employees who are on FMLA leave for their own serious illness for at least _____ [days/weeks] are required to provide a medical practitioner's fitness for duty report prior to returning to work. The employee must provide his/her medical practitioner with a job description so that the practitioner can evaluate whether the employee will be able to perform all of his/her duties on his/her return to work. FMLA leave may be

denied if these requirements are not met. The decision to allow an employee to return to work will be solely the City's in compliance with the provisions of FMLA. If a doctor finds that the employee is not fit to return to duty, the employee will not be allowed to return to work.

3. Employees should contact the Human Resources Office to discuss their rights and obligations for continuation of any current benefits they are receiving. Employees must make arrangements for payment of their portion of their benefit costs or discontinuation of those benefits will occur.

4. To request FMLA leave, the employee must contact the Human Resources Office indicating the reason for requesting FMLA leave and the expected duration of leave.

5. Employees eligible for FMLA protected leave may decline the use of such leave, but will then be subject to the attendance and leave policies of the City.

E. Intermittent Leave Requests

FMLA leave may be taken intermittently or on a reduced leave schedule with prior written approval from the employee's supervisor or when "medically necessary." Intermittent leave may not be used for the birth or placement of a child for adoption or foster care without the written approval of the supervisor or Mayor.

F. Employer's Rights and Obligations

1. The City has the duty to notify employees of the availability of the right to FMLA leave and to determine whether the employee is or is not an "eligible employee" under the Act.

2. The City may require periodic notices of the employee's FMLA status and his/her intent to return to work.

3. The City will return the employee to the same or an equivalent position after returning from FMLA leave, subject to the terms of the FMLA. The only exception may be for individuals who, under the provisions of the FMLA, are considered to be a "key employee" whose extended absence would cause "substantial and grievous economic injury".

G. The National Defense Authorization Act

1. The FMLA also provides an entitlement of up to 26 weeks of unpaid leave during a single 12-month period to an eligible employee who must care for a covered service member. A "covered service person" is a spouse, son, daughter, parent or next of kin of the employee and has a serious injury or illness incurred in the line of duty that renders that person unfit to perform his or her duties in the Armed Forces. If this type of leave is requested, the City may require medical certification that the service member being cared for has a serious health condition and that it was incurred in the line of duty.

2. FMLA also now provides 12 weeks of FMLA leave to an employee if his or her spouse, son, daughter or parent has been called to active duty with the Armed

Forces. No serious medical condition is required for this type of leave. If this type of leave is requested, the City may require certification that the service member has actually been called to active duty.

3. The allowed length of FMLA military leave is measured from the first day of leave taken and ends 12 months later. FMLA time already taken may be deducted from the 26 weeks of leave in some circumstances. See the Human Resources Office to determine available leave.

4. Employees are required to provide prior notice when the need for this type of FMLA military leave is foreseeable.

XIV. AMERICANS WITH DISABILITIES ACT

A. Eligibility

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) prohibit employers with 15 or more employees from discriminating against individuals with disabilities.

B. Reasonable Accommodation

The City will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job, unless:

1. doing so causes a direct threat to these individuals or others in the workplace, and the threat cannot be eliminated by reasonable accommodation; or

2. the accommodation creates an undue hardship to the City.

Employees should contact their supervisor or the Human Resources Office with any questions or requests for accommodation.

XV. FITNESS FOR DUTY EXAMS

A. Safe Work Environment

The City is committed to maintaining a safe and productive workplace. Every employee is required to report to work fit to perform his/her job in a safe, appropriate and effective manner.

B. Conditions for Exam

The City may require a fitness for duty evaluation as part of a physical exam of the employee to determine the employee's physical, mental and emotional readiness to perform the essential functions of his/her job with efficiency and safety for himself/herself and others. Fitness for duty evaluations may be done in the following circumstances:

1. following a conditional offer of employment;
2. prior to return to work following a leave related to injury or illness;
3. when an employee expresses concern about his/her ability to perform the functions of his/her job; or
4. when there is reasonable belief that the employee cannot safely perform the functions of his/her job.

XII. IDAHO WHISTLEBLOWER PROTECTION

A. Scope

Idaho Code, Title 6, Chapter 21, provides protections to public employees who experience adverse employment actions as a result of the good faith reporting of the existence of any waste of public funds, property or manpower, or of a violation, or suspected violation, of law, rule or regulation of the City, state of Idaho or the United States of America.

B. Reporting

Any such report must be made at a time, and in a manner, which gives the City a reasonable opportunity to correct the waste or violation.

C. Protection

The City may not take adverse action against an employee because the employee in good faith reports the suspected waste or violation, or participates or gives information in an investigation, hearing, court proceeding or any other form of administrative review of the report.

D. Enforcement of Rights

If the employee believes that he/she has experienced an adverse employment action protected by the Whistleblower Act, he/she may bring a civil action in District Court within 180 days of the occurrence of the violation of the Act.

XIII. CANDIDACY FOR ELECTIVE OFFICE

A. First Amendment

While the City recognizes that the First Amendment provides Constitutional protections for the political activity of its employees, it also recognizes that this right is not absolute when balancing the right of the individual to become a candidate for office and the City's interest in promoting the efficiency of the public services it performs through its employees.

B. Reasonable Prediction of Disruption

1. If an employee initiates candidacy against an Elected Official and there is a reasonable prediction of disruption, the employee must resign or face possible employment action, including being placed on an unpaid leave of absence or termination.

2. A reasonable prediction of disruption is based upon any of the following factors:

   a. The size of the department in which the employee works—the smaller the department, the greater the likelihood of disruption;

   b. Whether the employee candidate holds a position of trust and confidence to the incumbent—the closer the ties, the greater the likelihood of disruption;

   c. Whether the employee candidate is running for a position in which he/she would replace or become superior to his/her current supervisor—in such circumstances the likelihood of disruption would be greater; or

   d. The nature of the relationship between the employee candidate and the incumbent and the degree of contact they have with one another—the greater the amount of contact and interaction, the greater the likelihood of disruption.

   e. Not all of the above factors must be met to find a reasonable prediction of disruption.

C. Evaluation and Action

1. The Elected Official should consult with legal counsel for the City in determining whether there exists a reasonable prediction of disruption and the appropriate employment action to take.

2. The Elected Official should set out in writing the factual basis for finding that there exists a reasonable prediction of disruption using the above factors and his reasoning for taking the specific action. The written findings should be provided to the employee and placed in the employee's personnel file.

3. All other applicable procedures that allow an opportunity to be heard, as set out in this policy, will apply.

XIV. SEPARATION FROM EMPLOYMENT

A. REDUCTIONS IN FORCE (RIF)

When financial circumstances or changes of workload require, the City may reduce forces in such manner as it deems necessary to maintain the effective functioning of the City services. Employee assignments may be affected by reductions in force made due to economic conditions or to changes in staffing and work needs. The Mayor, in conjunction with the City Council, may make any changes in the work force or assignment of resources deemed to be in the City's best interests.

B. COBRA BENEFITS

Employees who currently receive medical benefits and who resign or are terminated from their employment may be eligible to continue those medical benefits for a limited time in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Employees with questions regarding the right to continue health coverage after termination of their employment should contact the Human Resources Office.

C. EXIT INTERVIEW

Each employee who terminates from employment is encouraged to participate in an exit interview with the designated representative of the City. In such interview, the City should notify the employee when certain benefits will terminate, when final pay will be issued and review the process to receive COBRA benefits. The employee should be invited to inform the interviewer about his/her impressions of employment. An employee exit form may be completed and will be retained in the employee's personnel file.

D. RESIGNATION POLICY

1. Written and oral resignations are effective upon receipt by a supervisor or Elected Official. Oral resignations should be documented by the supervisor after consultation with the Mayor or department head. Evidence of the written or oral resignation should be provided to the employee and placed in the employee's personnel file.

2. Employees who have an unexcused or unauthorized absence of 3 or more working days in a row may be considered to have resigned through abandonment of his/her position. If an employee's words or actions indicate an intent to resign, including having an unexcused or unauthorized absence of 3 or more working days in a row, the City will consider the employee as having resigned and immediately notify him/her of such.

ADOPTED by the City Council on the ____ day of _____, 20____.

_____ _____

Mayor Date

Attest: _____

Clerk

APPENDIX "A"

ACKNOWLEDGMENT OF RECEIPT OF the [Snake River] City PERSONNEL POLICY

I, _____ acknowledge receipt of the _____ Personnel Policy, adopted on _____.

- ☐ I understand that it is my responsibility to read and review this Policy.
- ☐ I understand that I am an at-will employee of the City, that this Policy is not an employment contract, that none of the provisions of this Policy can create a contract and that the Policy is not a guarantee of any particular length or term of employment.
- ☐ I understand that I am obligated to perform my duties of employment in conformance with the provisions of this Personnel Policy I and any additional rules, regulations, policies or procedures imposed by the department in which I work whether or not I choose to read the new Policy.
- ☐ I understand that this Policy may be modified without prior notice to me.
- ☐ I understand that should this Policy be modified that I will be provided with a copy of the modifications.
- ☐ I understand that this Policy may be provided to me in either paper format or by electronic access.

DATED this _____ day of _____, 20____.

_____

(Employee)

I, _____, provided a copy (either electronically or by paper) of the [Snake River] City Personnel Policy, as adopted by the City Council on _____ to _____, on this _____day of

_____, 20____.

_____

(*Name - Title - Department*)

City of Idaho City Communicable Disease Policy

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Published by:

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Contents

1. **Definitions**:

   a. ***Confirmation of Having or Not Having the Disease*** means an ***employee*** receives confirmation that he/she does or does not have the disease by undergoing qualified testing as recommended and/or directed by public health authorities.

   b. ***Communicable Disease (also referred to herein as "the disease")*** means an illness caused by an infectious agent or its toxins that occurs through the direct or indirect transmission of the infectious agent or its products from an infected individual or via an animal, vector or the inanimate environment to a susceptible human host.

   c. ***Employee*** means any person employed full-time or part-time by (city/county/other).

   d. ***Employer***: means city/county/other.

   e. ***Public health authorities*** mean a governmental or quasi-governmental public health-oriented agency or body responsible for providing guidance and instruction on ***communicable diseases***. Examples of these public health authorities are the Centers for Disease Control (CDC) and local Public Health Districts.

   f. ***Quarantine*** means a state of isolation in which people who have been exposed or potentially exposed to the disease are secluded to avoid exposing others to the disease.

   g. ***Workplace*** means a location where the ***employee*** normally performs the functions of his or her job.

2. **Declaration of Communicable Disease Emergency**

   Employer may declare a ***communicable disease*** emergency at any time based on the presence or threatened presence of a ***communicable disease*** within ***employer's*** borders, boundaries, or areas of operation. ***Employer's*** decision to declare a ***communicable disease*** emergency may be based on the direction and recommendations of ***public health authorities*** but shall not be bound by the same. ***Employer*** may declare a ***communicable disease*** emergency whenever a ***communicable disease*** affects or threatens to affect the health and safety of ***employees*** and/or members of the public within ***employer's*** borders, boundaries, or areas of operation.

3. **Screening of Employees**

   Employer may conduct screening of ***employees*** entering the ***workplace*** to protect against the spread of the disease in the ***workplace***. Such screening may include ***employees*** being asked whether they have the disease, whether they have symptoms of the disease, and whether they have been tested for the disease. ***Employees*** may also be asked whether they have come into contact with anyone who has been diagnosed with the disease or who may have symptoms of the disease. Such screening may also include ***employees*** having their temperatures taken and other similar steps. ***Employer*** may also administer testing for the disease to determine whether ***employees*** entering the ***workplace*** have the disease.

An ***employee*** who refuses any screening measures, including answering the questions set forth above, may be excluded from the ***workplace***. ***Employees*** who refuse screening measures will be required to use paid time off and will not be eligible for emergency paid sick benefits if available. ***Employer*** may require an ***employee*** to leave the premises if the screening process indicates the person has or may have the disease.

If an ***employee*** calls in sick the ***employer*** may ask the ***employee*** the screening questions above. Additionally, if an ***employee*** has missed work, the ***employer*** may ask the ***employee*** why he/she has missed work.

In addition to the requirements above, ***employees*** are required to self-report any positive test or diagnosis of the disease to ***employer***, as well as any known or suspected exposure to someone with the disease, and any symptoms of the disease.

If ***public health authorities*** have recommended ***quarantine*** for people who travel to specific locations, ***employees*** must notify ***employer*** if they have traveled to any such location during applicable ***quarantine*** periods for those locations. If the ***employee*** has traveled to one of these locations, ***employer*** may direct the ***employee*** to stay away from work premises for the prescribed ***quarantine*** period. Such requirements will only apply to personal travel during the ***communicable disease*** emergency.

All such screening will be confined to those measures prescribed by ***public health authorities*** and consistent with legal limitations. All information obtained from screening will be kept confidential.

4. Attendance and Time Off

Unless otherwise directed by ***employer***, ***employees*** are expected to perform the duties of their positions as they normally would despite the presence or potential presence of the disease. However, ***employer*** understands that ***employees*** may be impacted by the disease in ways that necessitate their being away from work at times. The utilization of vacation and/or sick days due to the disease applies to ***employees*** who become sick with the disease as well as those who undergo ***quarantine*** because of exposure or potential exposure to the disease. Accordingly, ***employees*** may utilize ***employer's*** vacation and sick leave benefits for time off due to the disease as set forth below.

a. Infection: Time off for ***employees*** who are confirmed as having the disease shall be given as follows: ***Employees*** who are confirmed as having the disease may immediately begin taking sick leave. This leave will continue until ***employee*** provides written clearance from a health care professional stating that ***employee*** is fit to return to his/her job. ***Employer*** may also allow an ***employee*** to return to work under guidelines provided by ***public health authorities***.

b. Quarantine: Time off for ***quarantine*** shall be limited to the number of days prescribed by ***employer*** based on recommendations by ***public health authorities*** at the time of the ***quarantine***. At the end of the ***quarantine*** period ***employee*** must return to work unless the ***employee*** has been confirmed as having the disease and further time off is recommended by a health care provider.

c. Leave to Avoid Exposure: ***Employees*** who have not been exposed or potentially exposed to the disease may not utilize sick leave days to avoid exposure to the disease. ***Employees*** may utilize vacation days for the purpose of avoiding exposure only with approval from the ***employer***. The decision to grant vacation days for this purpose will be made by ***employer*** based on the needs of the ***employee***'s department and that department's ability to function efficiently and properly in the ***employee***'s absence.

d. Leave to Care for Family Members:

(IF EMPLOYEE IS FLMA-ELIGIBLE) ***Employees*** may use ***employer's*** vacation or sick leave benefits to care for immediate family members affected by the disease if eligible to do so under the Family and Medical Leave Act (FMLA). To do so, ***employees*** should make a request for FMLA leave with ***employer's*** human resources department as directed by ***employer's*** normal FMLA policy.

(IF EMPLOYEE IS NOT FMLA-ELIGIBLE) Unless otherwise provided by law, ***employees*** should refer to ***employer's*** emergency leave policy regarding taking leave to care for family members.

e. Employer Required Time Off

Employer may require an ***employee*** to take time off under this policy in the event an ***employee*** is confirmed as having the disease, has been exposed to the disease, or has potentially been exposed to the disease. In this event the ***employee*** shall be charged for sick or vacation leave unless ***employer*** directs otherwise.

f. Returning from Time Off

Employees who have taken time off due to the disease must return to work when their leave expires except as directed otherwise in this policy or by ***employer***. ***Employees*** whose leave has expired who refuse to return to work may be considered as having abandoned their position.

g. Discretionary Leave and Unpaid Time Off

In the event an ***employee*** has no remaining vacation or sick days and needs to take time off related to the disease, the ***employer*** may allow the ***employee*** to take discretionary leave in which the ***employee*** does not report to work but continues to be paid. The ***employer's*** decision to grant discretionary leave will be made on a case-by-case basis and will be based primarily upon the financial ability of ***employer*** to grant such leave as a general practice. In the event ***employer*** does not grant discretionary leave, ***employer*** may, but is not required to, allow the ***employee*** to take unpaid leave. Such unpaid leave will be considered by the ***employer*** on a case-by-case basis.

h. State and Federal Laws

Employer will adhere to all state and federal laws governing ***employee*** leave and pay during times of emergency, including any laws enacted specifically for the disease.

i. Accommodations

Employer may provide accommodations to ***employees*** that vary from the terms above. Any ***employee*** who believes they need an accommodation should contact human resources to make a request.

5. Stay-At-Home Orders

In the event ***employer*** is prohibited from having its ***employees*** enter the ***workplace*** by order of the State, ***employer*** will comply with this order and all ***employees*** (except those exempted) should remain at home until such time as they are directed to return to work. In this event, ***employer*** will make separate provisions and issue directives to its ***employees*** regarding this event and what ***employees*** should do.

Once a stay-at-home order has been rescinded, ***employees*** must return to the ***workplace*** unless otherwise authorized by ***employer***.

6. Working Remotely

As a way of preventing the spread of the disease in the ***workplace***, and/or to enable an ***employee*** who is unable to be in the ***workplace*** to continue working, ***employer*** may allow an ***employee*** to perform his or her job duties remotely. However, the decision by ***employer*** to allow an ***employee*** to work remotely shall be made on a case-by-case basis, and shall be based on the needs of the ***employee***'s department, the feasibility of allowing the ***employee*** to work remotely (including technical and logistical considerations), the security of the ***employee***'s remote location in light of the ***employee***'s job duties and the sensitivity of those duties, and other considerations.

Employees must obtain authorization to work in a remote location other than the original location approved.

Employees who are allowed to work remotely may be required by ***employer*** to come into the ***workplace*** when ***employer*** deems it necessary. ***Employer*** may require the ***employee*** to return to working in the ***workplace*** at any time.

7. High Risk Employees

Employees who are deemed by ***public health authorities*** to be at an increased risk of becoming infected with the disease are urged to consult with their physicians regarding steps they should take to protect their health. Such ***employees*** may request accommodations due to their status with human resources. However, all accommodations will be considered on a case-by-case basis and considering legal requirements and ***employer's*** ability to grant such accommodations without undue hardship.

8. Confidentiality of Employee Health Information

If an ***employee*** tests positive for the disease, ***employer*** may inform fellow ***employees*** of their possible exposure to the disease if applicable. However, ***employer*** will maintain confidentiality with respect to ***employee***'s health condition as required by applicable laws.

9. **Masks and other preventative measures in workplace**

The ***employer*** may issue directives for the wearing of masks and/or other personal protective equipment (PPE) in the ***workplace*** to stop the transmission of the disease. Such a directive will be made based on the guidance of ***public health authorities*** and may be amended from time to time as determined by ***employer***. A directive from ***employer*** regarding masks and other PPE will apply to all ***employees*** of ***employer*** except those specifically exempted.

Once a mask directive has been issued, ***employees*** who are unable to wear a mask for any reason should consult with human resources as soon as possible. ***Employees*** may be asked to provide documentation from a health care provider regarding their inability to wear masks or other PPE. ***Employees*** who are unable to wear masks in the ***workplace*** may be required to perform their duties in alternative workspaces, work remotely, or to take leave with or without pay depending on individual circumstances.

Employer may also take additional steps to prevent the spread of the disease in the ***workplace*** such as requiring social distancing, installation of protective barriers, and other measures. ***Employees*** are expected to adhere to all such requirements put in place unless excepted from doing so by ***employer***.

Because the wearing of masks and/or other PPE is meant to prevent the spread of the disease and represents an important part of protecting ***employees*** and members of the public in the ***workplace***, ***employees*** who have not been exempted from wearing masks or other PPE by ***employer*** and who refuse to follow the ***employer's*** directives regarding the same may be subject to discipline. The same applies to ***employees*** who refuse to observe or follow other requirements put in place to prevent the spread of disease in the ***workplace***.

10. **ADA/Accommodations**

Employer will adhere to all requirements for accommodations as set forth in the Americans with Disabilities Act (ADA). ***Employees*** who wish to request accommodations that will enable them to fulfill the essential functions of their jobs should make such requests through their human resources office.

11. **Vaccinations**

Employer may implement a separate policy governing ***employee*** vaccination for the disease.

12. **Employee Travel**

Employer may restrict ***employee*** travel for official purposes during the ***communicable disease*** emergency period. Such restrictions will be communicated by ***employer*** to all affected ***employees***.

13. **Workplace Hygiene and Cleaning Practices**

Employer may institute policies and procedures regarding ***employee*** hygiene and the cleaning of workspaces based on the recommendation of ***public health authorities***. ***Employer*** may require ***employees*** to take certain steps with respect to personal hygiene and

environmental cleanliness to maintain a clean and safe ***workplace*** to help prevent the spread of the disease.

14. Exceptions to Policy

This policy shall not apply to any ***employee*** or class of ***employees*** specifically designated by ***employer***. ***Employer*** may add or remove any ***employee*** or class of ***employees*** to or from this designation at any time.

15. Violations of Policy

Because the steps set forth in this policy are necessary for ***employer*** to prevent the spread of the disease and to protect ***employees*** and members of the public in the ***workplace***, an ***employee*** who intentionally fails to follow the provisions in this policy may face discipline up to and including termination. Additionally, ***employees*** who knowingly provide false information to ***employer*** regarding the directives in this policy, including for the purpose of obtaining benefits, may face the same discipline.

ACKNOWLEDGEMENT OF COMMUNICABLE DISEASE POLICY

I, _____, acknowledge that I have read ***employer's*** Communicable Disease Policy and that I understand it and agree to comply with it. I further acknowledge and understand that it is my responsibility to be familiar with the terms of this policy and to abide by them. I understand that I may be subject to disciplinary action for failing to adhere to these terms.

Signature: _____

Printed Name: _____

Date: _____

Social Media Policy

I. INTRODUCTION

A. This policy provides guidelines for the use, management, administration and oversight of _____-owned social media for official use. It also provides guidelines for employees' personal use of social media both at work off-duty.

B. Social media come in many forms and include any method that facilitates electronic communications, including internet forums, blogs, online profiles, wikis, podcasts, pictures, video, email, instant messaging, music sharing, voice over IP, as well as social websites or online communities for business and personal use, such as Facebook, LinkedIn, Yelp, YouTube, Google+, Flickr, Pinterest, Path, Picasa, Twitter, message Boards and chat rooms, among others.

II. _____ MEDIA ACCOUNT ACCESS

A. Creation and use of social media forums on behalf of the _____ are allowed when there is a clear public entity purpose.

B. All _____-authorized social media must only be created with a _____ email account and shall be authorized by _____ and belong to the _____. They are overseen and managed at the department level by authorized supervisors.

C. Specific employees shall be authorized in writing to use the particular social media account on behalf of the _____ and department, and are the only individuals permitted to access, manage, publish, comment and/or post on behalf of the _____ on the media. These employees must conduct themselves at all times in accordance with all applicable _____ policies.

D. All posts on _____ social media must be in accordance with this policy and must be monitored by the department. Departments must be able to edit or remove content in violation of this policy.

E. Authorized employees must not share personal information about him/herself, other _____ employees or citizens on the social media.

F. Whenever possible, _____ social media should link back to the official _____ website for forms, documents, online services and other information for conducting business with the _____.

G. Content on social media forums must abide by all applicable federal, state, and local laws, regulations and policies, including copyright, trademark and printed material laws.

III. SOCIAL MEDIA CONTENT

A. Users of _____ social media forums must be notified on the forum site that:

1. The intended purpose of the forum is to serve as a medium for communication between the _____ and members of the public;
2. Submission of comments by members of the public constitutes participation in a limited public forum;
3. A comment posted by a member of the public is the opinion of the poster only;
4. Publication of the comment does not imply endorsement of, or agreement by, the _____; and
5. Comments do not necessarily reflect the opinions or policies of the _____ unless expressly stated by an authorized user.

B. Comments on the _____'s social media forums shall only be allowed when comments are consistent with the provisions of this policy.

C. Posts and comments containing any of the following inappropriate forms of content are not allowed:

1. Comments not topically related to the particular post, thread, topic or article being commented upon;
2. Profane, obscene, sexual or violent language or content, or links to such;
3. Defamatory or personal attacks;
4. Threats of harm to any person or organization;

5. Content that promotes, fosters or perpetuates harassment or discrimination on the basis of race, color, religion, sex, age, national origin, citizenship, physical or mental disability, genetic information, veteran status, sexual orientation, gender identity/expression or any other characteristic protected by law;

6. Solicitation of commerce, including but not limited to advertising for any business or product for sale;

7. Comments in support of or opposition to political campaigns, candidates or ballot measures of any kind;

8. Encouragement of illegal activity;

9. Conduct that violates any federal, state, or local law;

10. Information that may compromise the safety or security of the public or public systems;

11. Content that violates a legal ownership interest of any person or entity, such as trademark, patent or copyright; or

12. Confidential or proprietary information.

13. If activity listed in 4, 8, 9 or 10 occurs, employees must secure the information and notify the _____ police department.

D. Comments complying with these rules must be allowed to remain, regardless of whether they are favorable or unfavorable to the _____.

E. The _____ may edit, restrict or remove, in whole or in part, any content that violates this policy or applicable law. Content that is edited or removed must be retained in accordance with the relevant records retention schedule. This content must be accompanied by a description of the reason it was edited or removed, the date and time of edit or removal, and the identity of the person posting the content, if available.

F. The _____ may deny access to _____ social media at any time and without prior notice to any person who violates these content guidelines.

G. These content guidelines must be displayed on the social media site or made available by a link to the _____'s official website.

IV. PERSONAL USE OF SOCIAL MEDIA BY EMPLOYEES

A. Employees may access social media while at work within the parameters of the _____'s policies. They must limit use to personal time, such as breaks, lunch periods and when off-duty. It must not interfere with, or be disruptive to, _____ business or the employee's job duties.

B. If an employee speaks about job-related content on personal social media, or makes reference to the _____, people may perceive that the employee is acting on behalf of the _____. When making such statements, the employee must clearly state that the statements are the employee's personal views and are not the views of the _____. An example of such disclaimer is "The views, opinions, ideas and information expressed are my own and do not reflect the views of my employer and are not in any way attributable to _____."

C. Participation in social media, whether through _____ or non-_____ internet resources, and whether made while on or off duty, must not violate the privacy rights of other _____ employees, customers, citizens or business partners.

D. When participating in social media, employees must not violate any _____ policy.

E. Employees may be disciplined, up to and including termination, for engaging in inappropriate social media activity while either at work or away from work that impacts the work of the _____, the employee or any other _____ employee. Examples of inappropriate social media activity includes, but is not limited to, any of the following:

1. Promoting or taking part in activities which violate federal, state or local law;

2. Making false or misleading statements about any _____ employee, the _____ , _____ customer, business partner, vendor or supplier;

3. Making disparaging remarks toward or about any _____ employee, the _____ , _____ customer, business partner, vendor or supplier that are based on race, color, religion, sex, age, national origin, citizenship, physical or mental disability, genetic information,

veteran status, sexual orientation, gender identity/expression or any other characteristic protected by law;

4. Using social media to bully, threaten harm, harass, discriminate or retaliate against any _____ employee, _____ customer, business partner, vendor or supplier;

5. Posting content or making comments that purport to express the opinions of the _____.

F. Nothing in this policy grants an individual right to, or may be construed to provide, an expectation of privacy, including while engaged in personal social media:

1. Persons who use social media should be mindful that once content is placed online, it is no longer under their control and content shared through private social media does not always stay private.

2. Employees have no expectation of privacy while using _____ digital equipment or facilities for any purpose, including the use of email or other electronic communications of any kind, to download, transmit, post, comment or store information.

3. Regardless of password use and privacy settings, and without notice to the employee, the _____ may retrieve, review, monitor or log internet usage and content found on _____ systems and digital equipment.

G. Employees are free to express themselves as private citizens on social media sites about matters of public concern as long as their speech does not impair working relationships within the _____ , impede the performance of duties, impair harmony among co-employees or negatively affect the public perception of the _____.

H. Employees are cautioned that speech on- or off-duty, made pursuant to their official duties, is not protected speech under the First Amendment and may form the basis for discipline if deemed harmful to the _____.

City of Idaho City Communicable Disease Policy

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Published by:

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Version: March 2021

Contents

1. **Definitions**:

   a. ***Confirmation of Having or Not Having the Disease*** means an ***employee*** receives confirmation that he/she does or does not have the disease by undergoing qualified testing as recommended and/or directed by public health authorities.

   b. ***Communicable Disease (also referred to herein as "the disease")*** means an illness caused by an infectious agent or its toxins that occurs through the direct or indirect transmission of the infectious agent or its products from an infected individual or via an animal, vector or the inanimate environment to a susceptible human host.

   c. ***Employee*** means any person employed full-time or part-time by (city/county/other).

   d. ***Employer***: means city/county/other.

   e. ***Public health authorities*** mean a governmental or quasi-governmental public health-oriented agency or body responsible for providing guidance and instruction on ***communicable diseases***. Examples of these public health authorities are the Centers for Disease Control (CDC) and local Public Health Districts.

   f. ***Quarantine*** means a state of isolation in which people who have been exposed or potentially exposed to the disease are secluded to avoid exposing others to the disease.

   g. ***Workplace*** means a location where the ***employee*** normally performs the functions of his or her job.

2. **Declaration of Communicable Disease Emergency**

   Employer may declare a ***communicable disease*** emergency at any time based on the presence or threatened presence of a ***communicable disease*** within ***employer's*** borders, boundaries, or areas of operation. ***Employer's*** decision to declare a ***communicable disease*** emergency may be based on the direction and recommendations of ***public health authorities*** but shall not be bound by the same. ***Employer*** may declare a ***communicable disease*** emergency whenever a ***communicable disease*** affects or threatens to affect the health and safety of ***employees*** and/or members of the public within ***employer's*** borders, boundaries, or areas of operation.

3. **Screening of Employees**

   Employer may conduct screening of ***employees*** entering the ***workplace*** to protect against the spread of the disease in the ***workplace***. Such screening may include ***employees*** being asked whether they have the disease, whether they have symptoms of the disease, and whether they have been tested for the disease. ***Employees*** may also be asked whether they have come into contact with anyone who has been diagnosed with the disease or who may have symptoms of the disease. Such screening may also include ***employees*** having their temperatures taken and other similar steps. ***Employer*** may also administer testing for the disease to determine whether ***employees*** entering the ***workplace*** have the disease.

An ***employee*** who refuses any screening measures, including answering the questions set forth above, may be excluded from the ***workplace***. ***Employees*** who refuse screening measures will be required to use paid time off and will not be eligible for emergency paid sick benefits if available. ***Employer*** may require an ***employee*** to leave the premises if the screening process indicates the person has or may have the disease.

If an ***employee*** calls in sick the ***employer*** may ask the ***employee*** the screening questions above. Additionally, if an ***employee*** has missed work, the ***employer*** may ask the ***employee*** why he/she has missed work.

In addition to the requirements above, ***employees*** are required to self-report any positive test or diagnosis of the disease to ***employer***, as well as any known or suspected exposure to someone with the disease, and any symptoms of the disease.

If ***public health authorities*** have recommended ***quarantine*** for people who travel to specific locations, ***employees*** must notify ***employer*** if they have traveled to any such location during applicable ***quarantine*** periods for those locations. If the ***employee*** has traveled to one of these locations, ***employer*** may direct the ***employee*** to stay away from work premises for the prescribed ***quarantine*** period. Such requirements will only apply to personal travel during the ***communicable disease*** emergency.

All such screening will be confined to those measures prescribed by ***public health authorities*** and consistent with legal limitations. All information obtained from screening will be kept confidential.

4. Attendance and Time Off

Unless otherwise directed by ***employer***, ***employees*** are expected to perform the duties of their positions as they normally would despite the presence or potential presence of the disease. However, ***employer*** understands that ***employees*** may be impacted by the disease in ways that necessitate their being away from work at times. The utilization of vacation and/or sick days due to the disease applies to ***employees*** who become sick with the disease as well as those who undergo ***quarantine*** because of exposure or potential exposure to the disease. Accordingly, ***employees*** may utilize ***employer's*** vacation and sick leave benefits for time off due to the disease as set forth below.

a. Infection: Time off for ***employees*** who are confirmed as having the disease shall be given as follows: ***Employees*** who are confirmed as having the disease may immediately begin taking sick leave. This leave will continue until ***employee*** provides written clearance from a health care professional stating that ***employee*** is fit to return to his/her job. ***Employer*** may also allow an ***employee*** to return to work under guidelines provided by ***public health authorities***.

b. Quarantine: Time off for ***quarantine*** shall be limited to the number of days prescribed by ***employer*** based on recommendations by ***public health authorities*** at the time of the ***quarantine***. At the end of the ***quarantine*** period ***employee*** must return to work unless the ***employee*** has been confirmed as having the disease and further time off is recommended by a health care provider.

c. Leave to Avoid Exposure: ***Employees*** who have not been exposed or potentially exposed to the disease may not utilize sick leave days to avoid exposure to the disease. ***Employees*** may utilize vacation days for the purpose of avoiding exposure only with approval from the ***employer***. The decision to grant vacation days for this purpose will be made by ***employer*** based on the needs of the ***employee***'s department and that department's ability to function efficiently and properly in the ***employee***'s absence.

d. Leave to Care for Family Members:

(IF EMPLOYEE IS FLMA-ELIGIBLE) ***Employees*** may use ***employer's*** vacation or sick leave benefits to care for immediate family members affected by the disease if eligible to do so under the Family and Medical Leave Act (FMLA). To do so, ***employees*** should make a request for FMLA leave with ***employer's*** human resources department as directed by ***employer's*** normal FMLA policy.

(IF EMPLOYEE IS NOT FMLA-ELIGIBLE) Unless otherwise provided by law, ***employees*** should refer to ***employer's*** emergency leave policy regarding taking leave to care for family members.

e. Employer Required Time Off

Employer may require an ***employee*** to take time off under this policy in the event an ***employee*** is confirmed as having the disease, has been exposed to the disease, or has potentially been exposed to the disease. In this event the ***employee*** shall be charged for sick or vacation leave unless ***employer*** directs otherwise.

f. Returning from Time Off

Employees who have taken time off due to the disease must return to work when their leave expires except as directed otherwise in this policy or by ***employer***. ***Employees*** whose leave has expired who refuse to return to work may be considered as having abandoned their position.

g. Discretionary Leave and Unpaid Time Off

In the event an ***employee*** has no remaining vacation or sick days and needs to take time off related to the disease, the ***employer*** may allow the ***employee*** to take discretionary leave in which the ***employee*** does not report to work but continues to be paid. The ***employer's*** decision to grant discretionary leave will be made on a case-by-case basis and will be based primarily upon the financial ability of ***employer*** to grant such leave as a general practice. In the event ***employer*** does not grant discretionary leave, ***employer*** may, but is not required to, allow the ***employee*** to take unpaid leave. Such unpaid leave will be considered by the ***employer*** on a case-by-case basis.

h. State and Federal Laws

Employer will adhere to all state and federal laws governing ***employee*** leave and pay during times of emergency, including any laws enacted specifically for the disease.

i. Accommodations

Employer may provide accommodations to ***employees*** that vary from the terms above. Any ***employee*** who believes they need an accommodation should contact human resources to make a request.

5. Stay-At-Home Orders

In the event ***employer*** is prohibited from having its ***employees*** enter the ***workplace*** by order of the State, ***employer*** will comply with this order and all ***employees*** (except those exempted) should remain at home until such time as they are directed to return to work. In this event, ***employer*** will make separate provisions and issue directives to its ***employees*** regarding this event and what ***employees*** should do.

Once a stay-at-home order has been rescinded, ***employees*** must return to the ***workplace*** unless otherwise authorized by ***employer***.

6. Working Remotely

As a way of preventing the spread of the disease in the ***workplace***, and/or to enable an ***employee*** who is unable to be in the ***workplace*** to continue working, ***employer*** may allow an ***employee*** to perform his or her job duties remotely. However, the decision by ***employer*** to allow an ***employee*** to work remotely shall be made on a case-by-case basis, and shall be based on the needs of the ***employee***'s department, the feasibility of allowing the ***employee*** to work remotely (including technical and logistical considerations), the security of the ***employee***'s remote location in light of the ***employee***'s job duties and the sensitivity of those duties, and other considerations.

Employees must obtain authorization to work in a remote location other than the original location approved.

Employees who are allowed to work remotely may be required by ***employer*** to come into the ***workplace*** when ***employer*** deems it necessary. ***Employer*** may require the ***employee*** to return to working in the ***workplace*** at any time.

7. High Risk Employees

Employees who are deemed by ***public health authorities*** to be at an increased risk of becoming infected with the disease are urged to consult with their physicians regarding steps they should take to protect their health. Such ***employees*** may request accommodations due to their status with human resources. However, all accommodations will be considered on a case-by-case basis and considering legal requirements and ***employer's*** ability to grant such accommodations without undue hardship.

8. Confidentiality of Employee Health Information

If an ***employee*** tests positive for the disease, ***employer*** may inform fellow ***employees*** of their possible exposure to the disease if applicable. However, ***employer*** will maintain confidentiality with respect to ***employee***'s health condition as required by applicable laws.

9. Masks and other preventative measures in workplace

The ***employer*** may issue directives for the wearing of masks and/or other personal protective equipment (PPE) in the ***workplace*** to stop the transmission of the disease. Such a directive will be made based on the guidance of ***public health authorities*** and may be amended from time to time as determined by ***employer***. A directive from ***employer*** regarding masks and other PPE will apply to all ***employees*** of ***employer*** except those specifically exempted.

Once a mask directive has been issued, ***employees*** who are unable to wear a mask for any reason should consult with human resources as soon as possible. ***Employees*** may be asked to provide documentation from a health care provider regarding their inability to wear masks or other PPE. ***Employees*** who are unable to wear masks in the ***workplace*** may be required to perform their duties in alternative workspaces, work remotely, or to take leave with or without pay depending on individual circumstances.

Employer may also take additional steps to prevent the spread of the disease in the ***workplace*** such as requiring social distancing, installation of protective barriers, and other measures. ***Employees*** are expected to adhere to all such requirements put in place unless excepted from doing so by ***employer***.

Because the wearing of masks and/or other PPE is meant to prevent the spread of the disease and represents an important part of protecting ***employees*** and members of the public in the ***workplace***, ***employees*** who have not been exempted from wearing masks or other PPE by ***employer*** and who refuse to follow the ***employer's*** directives regarding the same may be subject to discipline. The same applies to ***employees*** who refuse to observe or follow other requirements put in place to prevent the spread of disease in the ***workplace***.

10. ADA/Accommodations

Employer will adhere to all requirements for accommodations as set forth in the Americans with Disabilities Act (ADA). ***Employees*** who wish to request accommodations that will enable them to fulfill the essential functions of their jobs should make such requests through their human resources office.

11. Vaccinations

Employer may implement a separate policy governing ***employee*** vaccination for the disease.

12. Employee Travel

Employer may restrict ***employee*** travel for official purposes during the ***communicable disease*** emergency period. Such restrictions will be communicated by ***employer*** to all affected ***employees***.

13. Workplace Hygiene and Cleaning Practices

Employer may institute policies and procedures regarding ***employee*** hygiene and the cleaning of workspaces based on the recommendation of ***public health authorities***. ***Employer*** may require ***employees*** to take certain steps with respect to personal hygiene and

environmental cleanliness to maintain a clean and safe ***workplace*** to help prevent the spread of the disease.

14. Exceptions to Policy

This policy shall not apply to any ***employee*** or class of ***employees*** specifically designated by ***employer***. ***Employer*** may add or remove any ***employee*** or class of ***employees*** to or from this designation at any time.

15. Violations of Policy

Because the steps set forth in this policy are necessary for ***employer*** to prevent the spread of the disease and to protect ***employees*** and members of the public in the ***workplace***, an ***employee*** who intentionally fails to follow the provisions in this policy may face discipline up to and including termination. Additionally, ***employees*** who knowingly provide false information to ***employer*** regarding the directives in this policy, including for the purpose of obtaining benefits, may face the same discipline.

ACKNOWLEDGEMENT OF COMMUNICABLE DISEASE POLICY

I, _____, acknowledge that I have read ***employer's*** Communicable Disease Policy and that I understand it and agree to comply with it. I further acknowledge and understand that it is my responsibility to be familiar with the terms of this policy and to abide by them. I understand that I may be subject to disciplinary action for failing to adhere to these terms.

Signature: _____

Printed Name: _____

Date: _____

Quote

Quote Number: 5942

Payment Terms:
Expiration Date: 02/28/2022

Quote Prepared For

Nancy Ptak
City of Idaho City
511 Main St
Idaho City, ID 83631
United States
Phone:(208)392-4584
idahocityclerk@gmail.com

Quote Prepared By

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Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
Monthly Items					
1)	15	Google Apps G Suite or Buseinss	$5.00	$5.00	$75.00
2)	15	Datto SaaS Protection Month to Month Infinite Cloud Retention GSuite	$2.50	$2.50	$37.50
			Monthly Subtotal		**$112.50**
One-Time Items					
3)	1	Free Google Apps to Google for Business Migration Register domain name. Migrate mail to Google for business from current free google apps. Project will include the prep of the email migration, synch of current email to Google for Business, cutover to Google for Business, testing of clients and portable devices, and documentation of new email environment. 1. Configure Google for Business Email Environment 2. Import list of mailboxes to be migrated 3. Configure Migration tools 4. Sync mail to Google for Business 5. Cut Over to Google for Business 6. Configure Proofpoint users and email encryption 7. Reconfigure any phones that need it 8. Implement 2FA for each user 9. Document Google for Business environment	$3,400.00	$3,400.00	$3,400.00

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
4)	1	Domain Name Registration	$18.00	$18.00	$18.00
		Depending on registrant, should be approximately $18 per year.			
				One-Time Subtotal	**$3,418.00**
				Total	**$3,530.50**

Authorizing Signature _____

Date _____

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

Bailey & Company Chtd.
Certified Public Accountants

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December 28, 2021

To the Mayor and City Council
City of Idaho City, Idaho
PO Box 130
Idaho City, ID 83631

We are pleased to confirm our understanding of the services we are to provide City of Idaho City, Idaho for the year ended September 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, and each fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Idaho City, Idaho as of and for the year ended September 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as budgetary comparison schedules, to supplement City of Idaho City, Idaho's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Idaho City, Idaho's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Budgetary Comparison Schedules
2) GASB – Pension Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information: Schedules of Revenues by Source and Expenditures by Object of Expenditure – Budget and Actual – General Fund. Our responsibility for other information included in documents containing the City's audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We also have no responsibility for determining whether such other information contained in these documents is properly stated.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of City of Idaho City, Idaho and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of City of Idaho City, Idaho's financial statements. Our report will be addressed to the City Council of City of Idaho City, Idaho. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements,

noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that City of Idaho City, Idaho is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Idaho City, Idaho's compliance with provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the depreciation schedule, the cash-to-accrual conversions, and the financial statements and the related notes of City of Idaho City, Idaho in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the depreciation schedule, the cash-to-accrual conversions, and financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the depreciation schedule, cash-to-accrual conversions, and the financial statements and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the

depreciation schedule, cash-to-accrual conversions, and the financial statements and related notes and that you have reviewed and approved the depreciation schedule, cash-to-accrual conversions, and the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection

The audit documentation for this engagement is the property of Bailey & Company, Chtd. CPAs and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bailey & Company, Chtd. CPAs' personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Cassie Zattiero is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in the next few months and to issue our reports no later than June 30, 2022.

Our fee for these services is expected to be $13,500. However, the fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. Delays that are a result of lack of preparation by City personnel or unexpected circumstances in the audit will result in at least a 20% increase in our fee.

We appreciate the opportunity to be of service to City of Idaho City, Idaho and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Bailey & Co.

Bailey & Company, Chtd. CPAs

RESPONSE:

This letter correctly sets forth the understanding of City of Idaho City, Idaho.

Signature: _____

Title: _____

LIFE FLIGHT NETWORK

There. When You Need Us.®

Updates Only_____

New Member_____

MEMBERSHIP ENROLLMENT FORM

IDAHO CITY COUNCIL

MEMBER ENROLLMENT INFORMATION

Name: _____ Date of Birth: _____

Spouse/Domestic Partner: _____ Date of Birth: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email Address: _____

Additional Eligible Household Members:

Includes any dependents claimed on your tax return and elderly or disabled family members (age 65+) living in the same household

	Date of Birth	Relationship

Member's Signature: _____

GROUP DISCOUNT MEMBERSHIP:

- Annual fee of $59 per year per household.
- Discount rate is valid with enrollment through an approved group only.
- Return completed form to group contact.
- Complete Statement of Understanding is found on the reverse side of this form.

This form is valid through 3/31/2022. Contact your employer or group representative for an updated enrollment form if this form is expired. New and lapsed member benefits take effect upon receipt of payment. Life Flight Network transports patients based on medical need, not membership status. Medicaid beneficiaries should not apply for membership. Life Flight Network operates under its own FAA Part 135 Air Carrier Certificate. Updated by: AHM

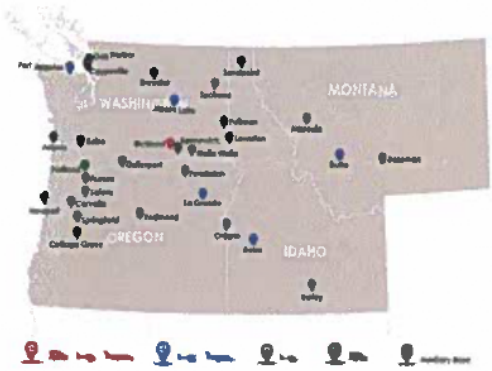
Rev. 10.20

STATEMENT OF UNDERSTANDING

By becoming a Life Flight Network Member, you agree to the terms stated below.

A Life Flight Network Membership relieves you from liability for out-of-pocket costs of emergent, medically necessary transports completed and billed by Life Flight Network. Your membership is not an insurance policy but secondary to insurance carriers and health care cost sharing programs. All available insurances will be billed first including health, auto, workers compensation and third-party insurance. Life Flight Network will accept payment from insurance carriers and other third party payers as payment in full.

Membership benefits are available for those eligible household members listed on the member record at the time of transport if the transport is an emergent, medically necessary transport to the closest, most appropriate facility, performed by Life Flight Network, its contracted agents, or reciprocal partners, subject to the reciprocal program's rules.



Membership benefits are extended to the primary member, his/her spouse or domestic partner and dependents claimed on their income tax return. Dependents must be added to the member record within 30 days of birth or adoption. Elderly (age 65+) and disabled family members living in the same household are also covered. Life Flight Network may require documentation or other verification of membership eligibility.

Emergency medical transports are based on medical need, not membership status. Medical need can only be determined by a physician, EMS provider, hospital or another qualified third-party recognized by Medicare, and is in all cases subject to the final determination of the health insurance carrier, if any. Non-emergent transports are not eligible for Life Flight Network membership benefits.

New and lapsed membership benefits take effect upon receipt of a completed enrollment with payment.

Availability of service cannot be guaranteed due to weather conditions, maintenance and commitment to another transport, out-of-service equipment and other reasons.

Membership fees are non-refundable, non-transferable and are not tax-deductible. Life Flight Network may cease selling and servicing memberships should any governmental body, now or in the future, determine memberships can no longer be offered within their jurisdiction. No refunds will be made for any memberships already purchased.

I transfer directly to Life Flight Network my rights to insurance payments due to me for services provided by Life Flight Network. Such payments shall not exceed Life Flight Network's regular charges. Denial of a claim by an insurance provider must be received by Life Flight Network in writing. Membership benefits do not extend to transports deemed not medically necessary or when insurers deny payments due to coordination of benefit issues. Per government regulations, individuals covered by Medicaid are not eligible for Life Flight Network membership and should not apply.

I specifically release and waive any and all rights, claims or causes of action against Life Flight Network and its employees and agents with respect to my Life Flight Network Membership.

The Membership Program may be canceled at any time for any reason, including financial feasibility and governmental regulation of such programs. Terms and conditions are subject to change. For current terms see www.lifeflight.org

Life Flight Network Membership Program
Group Membership Criteria

Thank you for your interest in the Life Flight Network Membership Program. A standard one-year membership is $69. The discounted price for a group is $59. To receive this discount your group must meet the following criteria:

- Your group must have ten or more people
- Payment and applications must be submitted together with one check

MEMBERSHIP PROGAM INFORMATION

- Life Flight Network's Membership Program is designed to benefit patients who are transported by Life Flight Network under emergent, medically necessary circumstances. If you or an eligible member of your household is flown, Life Flight Network will bill your insurance company and accept whatever they pay as payment-in-full. If there is a balance, and there usually is, Life Flight Network will not charge you for the remaining amount. As a member of Life Flight Network you have **no out-of-pocket expense for emergent, medically necessary air transport by Life Flight Network or our reciprocal partners**.

- Membership benefits are extended to the primary member, his/her spouse or domestic partner, and dependents claimed on their income tax return. Elderly (65+) or disabled family members living in the same household are also covered.

- Life Flight Network has aircraft located at bases throughout Idaho, Oregon, Washington, and Montana. EMS helicopters typically operate within a 175-mile radius of their base, but have the capability to fly longer distances. Fixed-wing aircraft can transport patients throughout the nation. A map of Life Flight Network's service area can be viewed here: **https://www.lifeflight.org/service-area/**

- Life Flight Network reciprocates with other flight programs, which means if one our members is transported by a reciprocal program, they receive membership benefits according to that program's rules. A full list of Life Flight Network's reciprocal partners can be found at **www.lifeflight.org/membership**.

If you have any questions about the Life Flight Network Membership Program, contact the membership services office at 800-982-9299 or go to www.lifeflight.org/membership.

If you are interested in forming a group membership, contact Polli Buzzini at 208-869-0708 or pbuzzini@lifeflight.org.

To learn more about Life Flight Network, visit www.lifeflight.org.

LIFE FLIGHT NETWORK

There. When You Need Us.®

Group Membership Agreement

Thank you for your interest in forming or renewing a group with Life Flight Network. We appreciate your support and look forward to the opportunity to provide your members/employees with financial peace of mind in the event of an unexpected medically necessary emergent transport.

- **To enroll or renew a group the following terms must be met:**

1. NEW members and existing members with any changes to their household- must complete an enrollment form.
2. One payment for the entire group; check or credit card must accompany individual enrollment forms.
3. Eligibility for group enrollment and group renewals will be determined solely by Life Flight Network.
4. All memberships belong to the individual and cannot be canceled or transferred to another individual.
5. Membership fees are non-refundable.
6. Group memberships have a term of one year. Renewal instructions will be sent to the group's Primary Contact approximately two months in advance of expiration.
7. Additional members may be added at any time by contacting the Membership Services office to request a prorated rate. This allows the member to be enrolled through the group's current expiration date.
8. Courtesy membership ID cards will be mailed to each individual household following enrollment.
9. This agreement is to be signed annually by the group's representative at time of group enrollment or renewal.

Life Flight Network's full Statement of Understanding is found on the back of this contract. These terms apply to all members of the group and are provided on enrollment forms, membership cards and at www.lifeflight.org.

Agreed to by: _____ _____

Group or Employer Representative Date

Group Name _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Primary Contact: _____

Phone: _____ Email: _____

Next Annual Renewal Packet Preference:

Mail _____ Future Renewal packet will be mailed two months prior of group renewal date

Email _____ Future Renewal packet will be sent as a secure message two months prior to group renewal date

I request _____ decals for members

* Decals will be mailed to group address. ID cards will be mailed to members address.

Return to Membership Services with enrollment forms and payment:

Life Flight Network Foundation

PO Box 3841 Portland, OR 97208-3841

Payment included $_____ Total households multiplied by applicable rate- found on enrollment form

Rev. 12/20

LFN Representative: Polli Buzzini pbuzzini@lifeflight.org

STATEMENT OF UNDERSTANDING

By becoming a Life Flight Network Member, you agree to the terms stated below.

A Life Flight Network Membership relieves you from liability for out-of-pocket costs of emergent, medically necessary transports completed and billed by Life Flight Network. Your membership is not an insurance policy but secondary to insurance carriers and health care cost sharing programs. All available insurances will be billed first including health, auto, workers compensation and third-party insurance. Life Flight Network will accept payment from insurance carriers and other third party payers as payment in full.

Membership benefits are available for those eligible household members listed on the member record at the time of transport if the transport is an emergent, medically necessary transport to the closest, most appropriate facility, performed by Life Flight Network, its contracted agents, or reciprocal partners, subject to the reciprocal program's rules.

Membership benefits are extended to the primary member, his/her spouse or domestic partner and dependents claimed on their income tax return. Dependents must be added to the member record within 30 days of birth or adoption. Elderly (age 65+) and disabled family members living in the same household are also covered. Life Flight Network may require documentation or other verification of membership eligibility.

Emergency medical transports are based on medical need, not membership status. Medical need can only be determined by a physician, EMS provider, hospital or another qualified third-party recognized by Medicare, and is in all cases subject to the final determination of the health insurance carrier, if any. Non-emergent transports are not eligible for Life Flight Network membership benefits.

Availability of service cannot be guaranteed due to weather conditions, maintenance, commitment to another transport, out-of-service equipment and other reasons.

New and lapsed membership benefits take effect upon receipt of a completed enrollment with payment.

Membership fees are non-refundable, non-transferable and are not tax-deductible. Life Flight Network may cease selling and servicing memberships should any governmental body, now or in the future, determine memberships can no longer be offered within their jurisdiction. No refunds will be made for any memberships already purchased.

I transfer directly to Life Flight Network my rights to insurance payments due to me for services provided by Life Flight Network. Such payments shall not exceed Life Flight Network's regular charges. Denial of a claim by an insurance provider must be received by Life Flight Network in writing. Membership benefits do not extend to transports deemed not medically necessary or when insurers deny payments due to coordination of benefit issues. Per government regulations, individuals covered by Medicaid are not eligible for Life Flight Network membership and should not apply.

I specifically release and waive any and all rights, claims or causes of action against Life Flight Network and its employees and agents with respect to my Life Flight Network Membership.

The Membership Program may be canceled at any time for any reason, including financial feasibility and governmental regulation of such programs. Terms and conditions are subject to change. For current terms see www.lifeflight.org

By becoming a FireMed Ground Ambulance Program Member, you agree to the above terms as well as these additional terms

- FireMed Memberships are honored by participating FireMed Membership programs of **Oregon** and cover ground ambulance charges only, subject to the reciprocating program's rules.
- I transfer directly to the FireMed program my rights to ground insurance payments due to me for services provided by FireMed. Such payments shall not exceed FireMed regular charges.
- **I specifically release and waive any and all rights, claims or causes of action against the FireMed programs, their respective employees and agents with respect to my FireMed membership.**
- **For additional terms applicable to FireMed programs in Baker City, Eugene Springfield, Lebanon, Molalla and Redmond see www.lifeflight.org**

LFN Representative: _____

LIFE FLIGHT
NETWORK

Life Flight Network Membership Program
Frequently Asked Questions

What is the Life Flight Network Membership Program?
Life Flight Network's Membership Program is designed to benefit patients who are transported by Life Flight Network under emergent, medically necessary circumstances. If you or an eligible member of your household is flown, Life Flight Network will bill your insurance company and accept whatever they pay as payment-in-full. If there is a balance, and there usually is, Life Flight Network will not charge you for the remaining amount. As a member of Life Flight Network you have **no out-of-pocket expense for emergent, medically necessary air transport by Life Flight Network or our reciprocal partners**.

Why should I become a member?
Northwest families live, work, and play in our vast coastal areas, open spaces, scenic mountain passes, and rivers, enjoying all the recreational wonders the Northwest has to offer. This often remote environment can place residents and visitors at risk when they need immediate and specific medical attention, whether it is a pediatric medical emergency, heart attack, stroke or accident. Life Flight Network can quickly dispatch a specialized emergency health care team to an accident or medical emergency to provide critical care life support and accompany the patient on a swift flight to a medically appropriate facility.

Who is covered by my membership?
Membership benefits are extended to the primary member, his/her spouse or domestic partner, and dependents claimed on their income tax return. Elderly (65+) or disabled family members living in the same household are also covered.

Do you cover the cost of a ground ambulance?
Life Flight Network is primarily an air ambulance service. There are a few Life Flight Network ground ambulances that in certain locations may be used for interfacility transports; in lieu of air transport due to weather; or to complete a fixed-wing transport in some instances. General 9-1-1 calls are not responded to by Life Flight Network ground ambulances.

Can I be transported more than one time a year on my membership?
You are not limited by the number of times a year you may be flown by Life Flight Network, but the transport must be medically necessary and emergent.

How much do memberships cost?
A Standard Membership costs $69 per year; $130 for two years; $300 for five years or $1200 for a Lifetime Membership. There is also a payment plan where four annually consecutive payments of $300 can be made.

Can I buy a membership as a gift?
Yes, you can purchase a gift membership. To purchase a gift membership call our membership services office at 1-800-982-9299 or go online to www.lifeflight.org/membership.

Are there group pricing options?
Yes, Life Flight Network offers a discount to groups with ten or more members paying with one check. The discounted price is $59/year. Contact Polli Buzzini at 208-869-0708 or pbuzzini@lifeflight.org for more information about group pricing.

I currently receive a discount membership, can I purchase a gift membership under my discount?
You can purchase a gift membership under your discount only if the recipient of the gift membership qualifies for group pricing.

Does a membership with Life Flight Network cover organ transplant patients?
A transport must be emergent, medically necessary and to the closest available hospital that can care for that medical emergency. If a transplant patient is in a hospital and needs transport, Membership benefits generally apply to any remaining balance after insurance has been billed for that transport. Transport for patients who are at home are generally not covered by membership benefits. The patient should work with their transplant coordinator for other transport options.

Will my insurance cover an emergency air transport?
Most insurance plans will cover some portion of an emergency air transport. A membership with Life Flight Network will cover any cost beyond what your insurance pays for. To find out exactly how much your insurance may pay, you should contact your insurance company directly.

Is my membership tax deductable?
No, your membership is not tax deductible. Also, membership fees are non-refundable and non-transferable.

Once I pay for my membership when will it be activated?
Membership benefits take effect after receipt of a completed application and payment. By mail, this is the day your completed membership application and payment arrived in the mail. By phone, this is the day you call in with a credit or debit card to pay for your membership. Via our website, this is the day you submit your online form and payment.

If I have Medicaid, can I purchase a membership?
Per government regulations, individuals covered by Medicaid are not eligible and should not purchase a membership. (Life Flight Network must accept payment in full by Medicaid.)

Is my membership an insurance policy?
Life Flight Network membership is not an insurance policy; it is a membership.

Does Life Flight Network reciprocate membership with other air medical programs?
Yes, Life Flight Network reciprocates with other flight programs, which means if one our members is transported by a reciprocal program, they receive membership benefits according to that program's rules. A full list of Life Flight Network's reciprocal partners can be found at www.lifeflight.org/member-

To join the Life Flight Network Membership Program, contact the membership services office at 800-982-9299 or go to www.lifeflight.org/membership.

To have someone speak about the Life Flight Network Membership Program, contact Polli Buzzini at 208-869-0708 or pbuzzini@lifeflight.org.