

CITY OF POCATELLO CITY COUNCIL MEETING AGENDA

January 7, 2015 · 6:00 PM
Council Chambers | 911 N 7th Avenue

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

2. INVOCATION

The invocation will be offered by Reverend Jim Jones, Blazing Grace Church.

3. CONSENT AGENDA

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

(a) MINUTES: Council may wish to waive the oral reading of the minutes and approve minutes from the following meetings held December 17, 2015: Budget Restructuring Meeting; Executive Session; and a Clarification meeting and Regular City Council meeting.

(b) PAYROLL AND MATERIAL CLAIMS: Council may wish to consider payroll and material claims for the month of December 2015.

(c) CONSTRUCTION BOARD OF APPEALS AND REVIEW REAPPOINTMENTS: Council may wish to confirm the Mayor's reappointments of Michael Bright and Terry Swallow to continue their service as members of the Construction Board of Appeals and Review. Both terms will begin December 31, 2015 and will expire December 31, 2017.

(d) EISENSTEIN MALANCHUK, LLP—LETTER OF ENGAGEMENT: Council may wish to authorize the Mayor's signature on a letter of engagement with Eisenstein Malanchuk LLP (EM). EM will attempt to recover environmental insurance costs spent by the City of Pocatello.

(e) COUNCIL DECISION—GREENFIELD MEADOWS DIVISION NO. 4: Council may wish to adopt its decision to grant Satterfield Realty and Development's request for approval of a final plat for Greenfield Meadows Subdivision, Division 4, subject to conditions. The proposed subdivision will consist of twenty-four (24) residential lots on approximately 11.54 acres located on extensions of Owyhee Street and Trevor Street and is zoned Residential Low Density.

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

4. INSTALLATION OF NEWLY-ELECTED COUNCIL MEMBERS

Ruth Whitworth, City Clerk, will administer the oath of office to the newly-elected City Council members.

5. ELECTION OF PRESIDENT OF THE COUNCIL

This time has been set aside for Council to elect a President of the Council in conformance with Idaho Code Section 50 702.

6. COMMUNICATIONS AND PROCLAMATIONS

7. CALENDAR REVIEW

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

8. PUBLIC HEARING—EXTENSION OF LOIS LANE ANNEXATION

This time has been set aside for the Council to hear comments from the public concerning a request by Ryan Satterfield of Pocatello Creek Development Corp. (mailing address: 2432 Andrew Street, Pocatello ID 83201), represented by Rocky Mountain Engineering and Surveying (mailing address: 600 East Oak Street, Pocatello, ID 83201).

The request is for approximately 14.44-acre area of land extending the City limits east on an extension of Lois Lane, east of Crestview Park 1st Addition that is currently located within the Area of City Impact. Specifically, the request includes the following: 1) that the property be annexed into the corporate boundaries of the City of Pocatello; 2) that the Comprehensive Plan Map designation be "Residential"; and 3) that the subject property shall have a zoning designation of "Residential Low Density (RL)."

(Pertinent information attached.)

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

9. B.I.D. MANAGEMENT AGREEMENT

Council may wish to approve, subject to Legal Department review, a renewal of the management agreement with Old Town Pocatello to administer and manage the operations of the Business Improvement District (B.I.D.). Council may also wish to acknowledge that they have reviewed the employment agreement of Stephanie Palagi with Old Town Pocatello as provided for in the management agreement.

(Pertinent information attached.)

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

10. EXCEPTION REQUEST—WESTERN STATES EQUIPMENT COMPANY

Council may wish to approve a request from Dave McKinnon representing Western States Equipment Company (mailing address: 8403 South 5th Avenue, Pocatello, ID 83204) for an exception to City Code 15.12.080 that restricts the capacity of above ground fuel tanks. City Code limits tank capacity to 1,000 gallons and Western States would like to install multiple tanks that exceed the allowed capacity.

Building and Fire Department staff recommends approval of the request.

(Pertinent information attached.)

Documents: [AGENDA-ITEM10.PDF](#)

11. FEDERAL GRANT REIMBURSEMENT FOR TRANSIT FACILITY/RURAL SECTION 5339

Council may wish to accept the Rural Capital Section 5339 Grant, subject to Legal Department review, and authorize the Transit Director to execute the grant and any amendments that may apply. Idaho Transportation Department (ITD) awarded \$525,000.00 for Capital Improvements and equipment for Pocatello Regional Transit's (PRT) new Operations and Maintenance Facility. Funds were delayed until the approval of ITD's State Management Plan. Two installments will be made, one for Fiscal Year 2014 in the amount of \$399,000.00 and one for Fiscal Year 2015 in the amount of \$126,000.00.

The first installment is available upon Council approval, and the second is expected to be available in the spring of 2016. Federal and State rules apply. The local share is from PRT Rural Program revenues and no City funds will be used.

(Pertinent information attached.)

Documents: [AGENDA-ITEM11.PDF](#)

12. RESOLUTION—SUPPORT OF EFFORT TO CREATE A NEW CLASS OF IDAHO LIQUOR LICENSES

Council may wish to adopt a Resolution supporting the legislative efforts of creating a new

class of liquor licenses which will allow full service restaurants ~~in Pocatello~~ to serve up to 3 mixed drinks, per person, with meals for their customers while minimizing impacts to existing license holders in an effort to benefit the local and state tourist economy in Idaho.

(Pertinent information attached.)

Documents: [AGENDA-ITEM12.PDF](#)

13. DEQ COMPLIANCE AGREEMENT—PUBLIC WORKS

Council may wish to authorize the Mayor's signature on a Compliance Agreement Schedule (CAS) with the Department of Environmental Quality (DEQ) for the City's public drinking water system. The CAS is necessary to protect the health and welfare of the citizens utilizing the water system and includes the requirements for submission of a Facility Planning Study and revised request for waiver distribution pressure requirements.

Funds for this study are allocated within the Fiscal Year 2016 Water Department budget.

(Pertinent information attached.)

Documents: [AGENDA-ITEM13.PDF](#)

14. SUPPLEMENTAL NO. 3/PROFESSIONAL SERVICES AGREEMENT—LEWIS STREET BRIDGE PROJECT

Council may wish to authorize the Mayor to sign Supplemental Agreement No. 3 to the Local Professional Services Agreement between Keller Associates, Inc. and the City of Pocatello for foundation redesign at Idaho Transportation Department's request. The cost of this supplemental agreement is \$24,600.00 which brings the total amount of the agreement to \$269,000.00. The project requires a 7.34% match, which is budgeted in Fund 70 through transfers from the Street Department.

(Pertinent information attached.)

Documents: [AGENDA-ITEM14.PDF](#)

15. LEASE AGREEMENTS—AIRPORT

Council may wish to approve and authorize the Mayor to sign the following agreements for property at the airport:

(a) Bruce Beard – 1,760 square feet of hangar space, one-year term with four one-year renewal options, \$219.59 per month;

(b) Bill Ehrstrom – 1,760 square feet of hangar space, one-year term with four one-year renewal options, \$219.59 per month; and

(c) Mark Edwards/Elmer Smith – 1,760 square feet of hangar space, one-year term with four one-year renewal options, \$219.59 per month.

All rental rates will be reviewed annually and increased at least by the amount of the Consumer Price Index for the previous year. All leases are subject to Legal Department review.

(Pertinent information attached.)

Documents: [AGENDA-ITEM15.PDF](#)

16. DISCUSSION ITEMS

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

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

17. STATE OF THE CITY REPORT

The State of the City Report will be presented at this time.

PUBLIC HEARING PROCEDURE

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

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

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

READING OF AN ORDINANCE PROCEDURE

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

AGENDA

ITEM

NO. 3

Consent

Agenda

CITY OF POCATELLO, IDAHO
SPECIAL CITY COUNCIL MEETING
BUDGET RESTRUCTURING
DECEMBER 17, 2015

AGENDA ITEM NO. 1: The City Council Budget Restructuring meeting was called to
ROLL CALL order at 9:04 a.m. by Mayor Brian Blad. Council members
present were Steve Brown, Craig Cooper, Jim Johnston, Gary
Moore and Eva Johnson Nye. Council member Michael L. Orr was excused.

CITY DEPARTMENT PRESENTATIONS-

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

RECREATION John Banks, Parks and Recreation Director, provided
DEPARTMENT information regarding the City's Outdoor Recreation, Team
Sports, Community Recreation Center, Ross Park Aquatics
Complex, Golf Courses, Fort Hall Replica/Frontier Village/Summer Productions of the Parks and Recreation Department. Mr. Banks reviewed the budget actuals for Fiscal Year 2015. He reported the figures budgeted vs expended were within 98% of projected amounts. The estimated revenue was at 100% of projected amounts. He reviewed the organizational chart for the Recreation Department and explained there are 4 full-time, 3 half-time and 110 - 120 part-time employees.

Mr. Banks stated the mission of the Recreation Department is to serve all residents of Pocatello and surrounding communities by providing quality recreation and education programs, as well as safe, well maintained parks and recreational facilities; striving to enhance the quality of people's lives, provide the benefits of leisure and open space, and serve as a source of community pride.

-OUTDOOR Mr. Banks and Lance Clark, Outdoor Recreation Program Manager, gave an
RECREATION overview of the Outdoor Recreation Division. It was noted there is one full-
DIVISION time employee and 5 part-time employees in the division.

Mr. Clark stated his division provides a variety of programs including: Fun Run Series, Just Cuz 1/2 Marathon, Triathlon, Rock Climbing (both indoor and outdoor) and Middle School Summer Programs. Specialty recreational facilities include: equipment rentals, East Mink Creek Nordic Center; City Creek Management Area (40,000 to 50,000 annual users); and two Disc Golf Courses which are heavily used.

Mr. Banks reviewed a chart showing services provided by the Outdoor Recreation Division broken down by expenses and revenues and how the resources are being utilized.

BUDGET – Mr. Banks noted the Fiscal Year 2015 budget was \$276,312.00 of which 49% is Fee Supported and 51% is Tax Supported. A portion of this is from the lack of snow in 2014-2015 to support Mink Creek Nordic Center.

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FUTURE NEEDS – Top 3 Outdoor Recreation Division Needs are:

- No. 1 Vehicle Replacement. Budget \$10,000 per year toward a vehicle.
- No. 2 Fun Run Timing System Upgrade. Estimated cost \$20,000.
- No. 3 Permanent Lodge at Mink Creek Nordic Center (ticket office/rentals/classroom/lodge with power and heat) Estimated cost \$75,000.

-TEAM SPORTS
DIVISION

John Banks, Parks and Recreation Director; and Brian Lowman, Recreation Supervisor, gave an overview of the Team Sports Division.

BUDGET – Mr. Banks noted the Fiscal Year 2015 budget was \$459,735.00 of which 43% is Tax supported and 57% is Fee supported. There are 2 full-time employees and 25 – 30 part-time employees.

SERVICES PROVIDED – Mr. Lowman explained his division provides a wide variety of year-round youth and adult sports programs. Youth Programs include: Flag Football (16 total teams 342 participants), Bannock Baseball (41 total teams 468 participants); Basketball (165 total teams 1,558 participants); and Volleyball (26 total teams 265 participants). Adult Programs include: Softball (124 total teams 2,125 participants); Basketball (37 total teams 330 participants); Volleyball (23 total teams 196 participants) and Soccer (19 total teams 285 participants). Mr. Lowman feels staff is doing a professional job with the different teams and helping youth learn and excel in the sports program they choose. Ideas were shared of how to assist with creating a program similar to the Junior Jazz Basketball Program for Bannock Boys Baseball.

Mr. Banks reviewed a chart for Team Sports outlining the services provided, expenses and revenues.

Council discussion followed regarding fees being charged by School District No. 25 for the City to use school gymnasiums for Team Sports Programs. Council shared their frustration regarding the gymnasium fees being charged even though the City provides multiple services at minimal or no cost to the District.

TEAM SPORTS FUTURE NEEDS –

- No. 1 Material storage area for NOP Park Softball/Baseball fields. Estimated cost \$4,000.00
- No. 2 Replacement of spectator bleachers at Watkins Softball Complex (NOP). Estimated cost \$42,000.00.

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No. 3 Lighting of Yellow and Blue ballfields at Watkins Softball Complex (NOP). Estimated cost \$200,000.00.

Council discussion followed regarding adding a capital charge to the user fees for City ballfields to help pay for lighting of the fields. It was mentioned each team pays a one-time fee and the capital charge could be included at that time.

Mr. Banks agreed the charges could be spread out across the user fees for baseball fields. He will research this concept as a way to increase funds needed to purchase materials such as lighting for the fields.

-COMMUNITY RECREATION CENTER John Banks, Parks and Recreation Director, and Stacie VanKirk, Community Recreation Center Manager, gave an overview of the Recreation Center.

SERVICES PROVIDED – Ms. VanKirk stated the facility is a complete family recreation center. Facilities include: swimming pool, cardio/weight room, multi-purpose activity room, hot tub, dance studio and more. The facility is open daily throughout the year. A breakdown of the Center's demographics for Fiscal Year 2015 was reviewed. The number of participants that utilized the facility in 2015 totaled 127,116.

Mr. Banks reviewed a chart outlining the services provided and expenses/revenues for the Center. He stated the Center is at a 65% cost recovery for the services they provide and this is a good percentage for this type of facility.

BUDGET – Mr. Banks noted the Fiscal Year 2015 Community Recreation Center budget was \$531,529.00 of which 36% is Tax supported and 64% is Fee supported. He explained revenues are derived from facility memberships, daily and punch card use fees and other program fees. Mr. Banks reported there is 1 full-time, 3 half-time and 25 – 30 part-time employees in the division.

COMMUNITY RECREATION CENTER FUTURE NEEDS – Ms. VanKirk stated the top future needs for the facility are:

No. 1 Heat exchanger (current air handling system has deficiencies in heating and humidity control.) Estimated cost \$100,000.00.

No. 2 Lighting upgrade (Idaho Power incentives could reduce overall cost.) Estimated cost \$25,000.00.

Mr. Banks encouraged Council to visit the Center to see the new lighting in the weight room and upgrades to the boiler. Staff could show them the upgrades and provide a walk-thru of the facility.

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-ROSS PARK AQUATIC COMPLEX John Banks, Parks and Recreation Director, and Stacie VanKirk, Ross Park Aquatic Complex (RPAC) Manager, gave an overview of the RPAC.

BUDGET – Mr. Banks noted the Fiscal Year 2015 RPAC budget was \$494,301.00 of which 33% is Tax supported and 67% is Fee supported. (Summer weather in 2015 was cooler so attendance was lower.) He reported there is 1 full-time and 55 part-time employees in the division.

SERVICES PROVIDED – RPAC is open seven days a week (weather permitting) from Memorial Day until Monday of the Labor Day weekend. Some of the RPAC amenities/attractions include: 8 lane 50 meter main pool, zero depth wading pool, activity pool, lazy river, large water slide, and concessions. Summer programs are Splash Dances for teens (average 300 youth each night) and Family Nights with ½ price admission (2,787 total participants).

Mr. Banks reviewed RPAC chart outlining the services provided and expenses/revenues. He noted the outcomes are very good when compared to other cities.

ROSS PARK AQUATIC COMPLEX FUTURE NEEDS –

No. 1 Replacement of water heaters in shower areas. Cannot open the facility to the public without warm water for attendees. Estimate cost \$35,000.00

No. 2 Replacement of water slide. Entering its 17th season at Ross Park. The water slide was brought in from Westwood Mall and is over 30 years old and has reached its useful life span. Estimated cost \$500,000 (+) Design/Demo/Install.

No. 3 Lock replacement of 62 lockers bays - 2 tier coin operated locks with keys. Doors are missing on many lockers and no replacement parts are available. Estimated cost \$35,000.00.

No. 4 New attractions and amenities. Complex is entering its 17th season and upgrades in amenities at the facility are needed to remain competitive in the market to retain current patrons as well as draw new customers. Estimated costs unknown.

-HOW DOES THE POCATELLO RECREATION DEPARTMENT COMPARE? A significant measurement of agency performance is the ability to fund their operations through revenues from memberships, classes, team registrations, event entry fees, etc. Mr. Banks reviewed revenues as a percentage of operating costs and revenues per capita. Pocatello has excelled in costs recovered 67% and revenue per Residents \$22.55 as compared to other areas. These are very high marks for Pocatello when compared to other cities.

PROPOSED COST RECOVERY POLICY– Cost recovery for the Recreation Departments is a complex subject with many different variables to consider. There is no recognized national standard or target for cost recovery percentages. Mr. Banks outlined the recommendation of staff for a cost

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recovery policy. 1) MOSTLY COMMUNITY BENEFIT: programs, services and facilities that benefit the community as a whole shall be priced at a minimal/nominal costs to Residents and the community; 2) COMBINATION-INDIVIDUAL AND COMMUNITY BENEFIT: programs, services and facilities provide recreation skill development for generally beginner to intermediate instructional levels shall be priced at a moderate cost to Residents and the community; 3) MOSTLY INDIVIDUAL BENEFIT: programs, services and facilities providing specialized services and/or a competitive focus for specific groups and individuals shall be priced at a higher cost to Residents and the community; 4) FEE STRUCTURE shall be developed and implemented based on the following: a) a target Cost Recovery Level of 70% of total Recreation Department operating costs; and b) a yearly analysis of fees charged by other local communities who provide comparable programs, services and facilities.

In response to questions from Council, Mr. Banks explained Fun Runs are a combination-individual and community benefit. The City Creek Management Area is mostly a community benefit.

Joyce Stroschein, Chief Financial Officer/Treasurer supports the concept to weigh the costs and fees charged in order to budget correctly. She agreed staff should determine if the service provided is for an individual or for the benefit of the community. Property taxes should be used to support community areas and not individuals.

INCREASE REVENUES AND DECREASE COSTS –

No. 1 Adopt Cost Recovery policy

No. 2 Golf Contract Renewal

No. 3 Verizon Wireless Site, etc. (if approved by Council, potential revenue)

No. 4 Department Branding Effort (Play Often, Live Better!)

TEAM SPORT DIVISION – Offer “Tot-Lot” Division Basketball Program, assess practice facility fees to competitive “D” League youth basketball teams, combining Bannock Baseball with the Chubbuck Baseball League, slight fee increase for Youth - Flag Football, Basketball, Volleyball and Baseball. Slight increase in adult Soccer fees.

OUTDOOR RECREATION DIVISION – Have good snow season (2015 had a only 2 week season), fully develop Outdoor Recreation Division Rental Equipment Website (add credit card processing), slight increase to Fun Run fees; selling City Creek parking passes (enforcement issues).

CRC DIVISION – offer classes and services for new exercise trends, explore Facility Party Packages, school break camps; and consider minor increases to dance/gymnastics class fees.

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RPAC – promote facility to School District No. 25, develop promotional campaign to solicit corporate/employee events, New Programs, minor increases to concession sale items and/or consider outsourcing RPAC concessions to private vendor.

General discussion to create a “swim bus” to transport individuals to Ross Park to swim, etc., followed. A small fee could be charged to provide this service.

The number of City parks and how much they are being utilized was reviewed. It was noted there are different seasons and/or hours the parks may not be utilized. However, the parks are being used by individuals of various ages and the open space is also beneficial in neighborhoods.

Mayor Blad called for a recess at 11:44 a.m.

Mayor Blad reconvened the meeting at 11:59 a.m.

-FINANCE Joyce Stroschein, Chief Financial Officer/Treasurer, provided information
DEPARTMENT regarding the Finance Department.

Ms. Stroschein stated she would review the following; Summary of Budget and Employees; Organizational Chart; Services Provided; Tax Versus Fees; Finance Department Future Concerns and Budget Savings.

BUDGET AND EMPLOYEES: Ms. Stroschein explained the total Finance Department budget for Fiscal Year 2016 is \$782,599.00 of which 29.72% is fees, 69.66% is property taxes and .62% is other taxes. She reported there are currently 6 full-time, 1 half-time and 1 unfilled position in her department. Each position was reviewed and it was noted that an Accountant position should progress to a Senior Accountant position. Ms. Stroschein would then like to promote a Senior Accountant to a Deputy Chief Financial Officer position. She shared her concerns with upcoming retirements in her department over the next 2 to 5 years.

SERVICES PROVIDED – Ms. Stroschein gave an overview of daily operations such as:
REVENUES - 1) cash deposits (15 individual deposits received from department); 2) daily credit card deposits; 3) validate deposits and record information into accounting system; 4) identify ACH wire and record; and 5) challenges include records received with little or no documentation.
ACCOUNTS PAYABLE - 1) process 3 demand check groups each month of 34-38 checks per run, 2) process major vendor cycle at the end of each month, 3) positive pay submittal for all checks issued; and 4) groups are reviewed by staff and coding/details are evaluated.
EXPENDITURES - 1) Purchase card process was reviewed. Once information is received, verify documentation on all active p-card transactions; 2) update and download transactions in financial system; and 3) monitor fraud review by Wells Fargo.

Payroll processing was reviewed. Finance staff processes 26 bi-weekly payrolls and supporting reporting documents. Grant Administration process: monitors compliance on reimbursement and

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assist with drawdown reimbursements. Ms. Stroschein explained it is important to facilitate the accounting processes since grant agencies have increased compliance and reporting requirements. It was noted that deficiencies can impact future grant revenue opportunities. Ms. Stroschein mentioned Finance staff is playing a more active role in all grants received by City departments.

City Treasury Management include: 1) Review monetary needs for the City operations each week with Deputy Treasurer. 2) WPC Bond (construction fund) and 3) Diversified Bond Fund reserves long term investments; and 4) Police Retirement (currently 22 participants) and processing of benefits. Other Financial Responsibilities are: Union Negotiations, leasing, bonding, working with consultants to create an enterprise rate study; Pocatello Development Authority responsibilities; internal and external reporting requirements are met; and annual Fiscal Year Budget Development. A critical new step is for Finance staff to meet with Mayor and Council to decide budget strategies *prior* to moving forward with developing a budget.

FUTURE CONCERNS – Ms. Stroschein shared her concerns regarding proposed changes to employee's performance pay structure and health benefits. She feels the work load for Finance staff will increase as a result of the proposed changes.

BUDGET SAVINGS – RFP for Banking Services and merchant services within the next two years to ensure competitive fees. Restructure staff positions and change unfilled position to an Accounting Technician for potential savings and to create a more robust department with cross-training.

There being no further business, Mayor Blad adjourned the meeting at 12:51 p.m.

APPROVED BY:

BRIAN C. BLAD, MAYOR

ATTEST AND PREPARED BY:

RUTH E. WHITWORTH, CITY CLERK

CITY OF POCA TELLO, IDAHO
CITY COUNCIL EXECUTIVE SESSION
DECEMBER 17, 2015

An Executive Session of the City Council was called to order by Mayor Brian Blad at 1:05 p.m. in the Paradise Conference Room at City Hall. Council members present were Steve Brown, Craig Cooper, Jim Johnston, Gary Moore and Eva Johnson Nye. Council member Michael L. Orr was excused.

A motion was made by Mr. Johnston, seconded by Mr. Moore, to convene in Executive Session in accordance with Idaho Code Section 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement. Upon roll call, those voting in favor were Johnston, Moore, Brown, Cooper and Nye.

In addition to the Mayor and Council members, Ruth Whitworth, City Clerk; Dean Tranmer, City Attorney; Tiffany Olsen, Assistant to the City Attorney; and Mike Jaglowski, Public Works Director were present.

Council discussed various issues within the parameters of the above statutes.

Mayor Blad adjourned the Executive Session at 1:37 p.m.

APPROVED:

BRIAN C. BLAD, MAYOR

ATTEST:

RUTH E. WHITWORTH, CMC, CITY CLERK

CITY OF POCA TELLO, IDAHO
CITY COUNCIL AGENDA
CLARIFICATION MEETING AND
REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2015

CLARIFICATION MEETING The City Council Agenda Clarification meeting was called to order at 5:31 p.m. by Mayor Brian Blad. Council members present were Steve Brown, Craig Cooper, Jim Johnston, Gary Moore and Eva Johnson Nye. Council member Michael L. Orr was excused. No motions, resolutions, orders or ordinances were proposed. No vote was taken.

REGULAR CITY COUNCIL MEETING

AGENDA ITEM NO. 1: The Regular City Council meeting was called to order at 6:02 p.m. ROLL CALL AND PLEDGE OF ALLEGIANCE by Mayor Brian Blad. Council members present were Steve Brown, Craig Cooper, Jim Johnston, Gary Moore and Eva Johnson Nye. Council member Michael L. Orr was excused.

Mayor Blad led the audience in the pledge of allegiance.

AGENDA ITEM NO. 2: The volunteer scheduled to offer the invocation was not present, so INVOCATION a moment of silence was observed.

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

AGENDA ITEM NO. 3: Council was asked to consider the following business items: CONSENT AGENDA

-MINUTES (a) Waive the oral reading of the minutes and approve the minutes from the November 12, 2015 Study Session; November 19 and December 3, 2015 Budget Restructuring meetings; and the Clarification and Regular Council meeting of December 3, 2015.

-TREASURER'S REPORT (b) Consider the Treasurer's Report for November showing cash and investments as of November 30, 2015 in the amount of \$44,625,696.69.

-AIRPORT COMMISSION APPOINTMENT (c) Confirm the Mayor's appointment of Cesar Salgado to serve as a member of the Airport Commission, replacing Richard Gregersen who resigned. Mr. Salgado's term will begin December 19, 2015 and will expire October 9, 2016.

-COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADVISORY COMMITTEE REAPPOINTMENTS (d) Confirm the Mayor's reappointment of Stephanie Heaton, Brenda Pollard and Roger Frey to continue their service as members of the CDBG Advisory Committee. All terms will begin January 1, 2016 and will expire January 1, 2019.

- FORT HALL REPLICA COMMISSION APPOINTMENT (e) Confirm the Mayor's appointment of Howard Doore to serve as a member of the Fort Hall Replica Commission, replacing Mary Watkins whose term expired. Mr. Doore's term will begin December 18, 2015 and will expire December 18, 2019.
- POCATELLO ARTS COUNCIL REAPPOINTMENT (f) As announced earlier, the reappointment of Gene Wiggers to the Pocatello Arts Council was pulled from the Agenda.
- 2015 ROAD AND STREET FINANCIAL REPORT (g) Approve the 2015 Road and Street Financial Report. The report accounts for the City's use of state highway user dollars during the past fiscal year to the Idaho State Controller as required by state law.

A motion was made by Mr. Moore, seconded by Mr. Johnston, to approve Agenda Items 3(a) through 3(e) and Agenda Item 3(g) on the consent agenda. Upon roll call, those voting in favor were Moore, Johnston, Brown, Cooper and Nye.

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

AGENDA ITEM NO. 5: Mayor Blad reminded the Council of the January 7th Budget Restructuring meeting at 9:00 a.m.; January 7th Regular Council meeting at 6:00 p.m.; and the January 14th Study Session at 9:00 a.m.
CALENDAR REVIEW

Mayor Blad announced the Parks and Recreation Holiday Hoopla Free Throw Contest will be held at Dick's Sporting Goods on December 19th at 2:00 p.m.; City Hall and Parks and Recreation Offices will close at 2:00 p.m. on December 24th; City offices will be closed to observe the Christmas Holiday on December 25th. Garbage and recycling pickups for Friday will be one day behind; "12 Days of Making" at Marshall Public Library continues through December 31st from 4:00 p.m. to 5:00 p.m. each weekday, excluding December 24th and 25th when the Library is closed; December 26 through 31 will be a Special Sanitation pick-up for Christmas over flow. Bags or boxes of extra holiday wrapping will be picked up on the same day as the regularly scheduled pickup; Christmas Tree Collection Sites will be available December 28 through January 12, tree collection boxes will be provided at City Hall; Rainey Park on South Arthur; and Sister City Park entrance on Pocatello Creek Road; and City offices will be closed January 1, 2016 to observe the New Year's Day Holiday. Garbage and recycling pickups for Friday will be one day behind.

Mayor Blad announced a reception honoring Council member Eva Johnson Nye will be held at City Hall at 4:00 p.m. on January 7, 2016.

AGENDA ITEM NO. 6: Council was asked to confirm the Mayor's appointment of Richard Stewart as Animal Services Director effective January 4, 2016.
APPOINTMENT
CONFIRMATION-ANIMAL
SERVICES DIRECTOR

A motion was made by Mrs. Nye, seconded by Mr. Johnston, to confirm the Mayor's appointment of Richard Stewart as Animal Services Director effective January 4, 2016. Upon roll call, those voting in favor were Nye, Johnston, Brown, Cooper and Moore.

AGENDA ITEM NO. 7: This time was set aside for the Council to accept comments regarding a proposed amendment within the Program Year 2011 Community Development Block Grant (CDBG) Annual Action Plan. The amendment was reviewed and recommended for approval by the CDBG Advisory Committee at their meeting on November 9, 2015. A 30-day written comment period began November 16, 2015 and concludes December 17, 2015. Following the public hearing, Council may wish to approve the amendments and authorize their submission, including any public comments, to the Department of Housing and Urban Development (HUD).

Mayor Blad opened the public hearing.

Melanie Gygli, Neighborhood and Community Services Division Manager, stated the hearing is to receive public comments regarding the amendment to the Fiscal Year 2011 Action Plan. She stated the full amount allocated for demolition during Fiscal Year 2011 was not used and the CDBG committee has recommended that the demolition funding be moved to acquisition funding in order to use the money in a more effective manner.

Niki Taysom, 4963 Yellowstone Avenue, Chubbuck, spoke in opposition to the proposal. She stated she feels government programs compete with local businesses.

Idaho Lorax, Pocatello resident, spoke in opposition to the proposal. He stated he is concerned about possible safety hazards on properties.

There being no further public comments, Mayor Blad closed the public hearing.

A motion was made by Mrs. Nye, seconded by Mr. Brown, to approve the proposed amendment within the Program Year 2011 Community Development Block Grant (CDBG) Annual Action Plan and authorize their submission, including any public comments, to the Department of Housing and Urban Development (HUD). Upon roll call, those voting in favor were Nye, Brown, Cooper, Johnston and Moore.

AGENDA ITEM NO. 8: This time was set aside for the Council to receive public comments on the proposed Community Development Block Grant (CDBG) Program Year 2016 Annual Action Plan. The CDBG Advisory Committee recently completed its annual grant application process, concluding with a recommendation of approval at their meeting on November 10, 2015. A 30-day comment period began November 16, 2015 and concluded December 17, 2015. Following the public hearing, Council may wish to endorse or modify the Advisory Committee's recommendations and authorize submission, including any public comments, of the Action Plan to the Department of Housing and Urban Development (HUD). The Council may also wish to authorize the Mayor's signature on all requisite contract documents, subject to Legal Department review, with HUD and any sub recipients or subcontractors.

Mayor Blad opened the public hearing.

Melanie Gygli, Neighborhood and Community Services Division Manager, gave an overview of the proposed 2016 Action Plan. She stated the action plan was built upon the current program year budget, but the actual amount had not yet been determined.

Niki Taysom, 4963 Yellowstone Avenue, Chubbuck, spoke in opposition to the proposal. She stated she does not support non-profit businesses or government programs.

Idaho Lorax, Pocatello resident, spoke in opposition to the proposal. He stated he does not support agencies which he feels are not appropriate.

There being no further public comments, Mayor Blad closed the public hearing

A motion was made by Mrs. Nye, seconded by Mr. Moore, to endorse the Community Development Block Grant (CDBG) Advisory Committee's recommendations and authorize submission, including any public comments, of the Program Year 2016 Annual Action Plan to the Department of Housing and Urban Development (HUD) and authorize the Mayor's signature on all requisite contract documents, subject to Legal Department review, with HUD and any sub recipients or subcontractors. Upon roll call, those voting in favor were Nye, Moore, Brown, Cooper and Johnston.

AGENDA ITEM NO. 9: Ryan Satterfield of Satterfield Realty and Development (mailing address: 2432 Andrew Street, Pocatello, ID 83201), represented by FINAL PLAT Rocky Mountain Engineering and Surveying (mailing address: 600 -GREENFIELD East Oak Street, Pocatello, ID 83201), has submitted a final plat for MEADOWS DIVISION 4 approval. The request is to subdivide approximately 11.54 acres into 24 residential lots. The property is located on extensions of Owyhee and Trevor Streets and is to be known as Greenfield Meadows Division 4.

At their meeting on July 22, 2015 the Planning and Zoning Commission recommended approval of the request with staff's recommended conditions.

A motion was made by Mr. Moore, seconded by Mr. Johnston, to approve a request from Ryan Satterfield of Satterfield Realty and Development, represented by Rocky Mountain Engineering and Surveying, for a final plat to subdivide approximately 11.54 acres into 24 residential lots and that the property is located on extensions of Owyhee and Trevor Streets and is to be known as Greenfield Meadows Division 4 with the following conditions: 1) an additional lot shall be added to the Greenfield Meadows Division 4 plat north of the north boundary to the north line of Section 7 and from the west plat boundary approximately 720 feet easterly to the east right of way line of Legacy Drive. This lot shall be dedicated to the City for the future extension of Chubbuck Road as outlined in the memorandum dated December 10, 2015 to Matt Lewis from Merrill Quayle; 2) all Public Works and Fire Department comments contained in aforementioned memo shall apply; and 3) all other standards or conditions required by Municipal Code not herein stated but applicable to the development shall apply with the following modification to condition 1: Lot 1 Block 1 will include the area from the west end of the subdivision boundary to the east 335 feet and from the north boundary to the north line of section 7. The remainder of the property requested in the original condition 1 will be included in the next plat that extends to the east of Greenfield Meadows Division 4. In addition, modify condition 2 Exhibit 2 to reflect Lot 1 Block 1 will not be a common area, but dedicated to the City for stormwater and future extension of Chubbuck Road. Sewer and water will be extended north 20 feet from the intersection of Owyhee and Legacy for future connection, and that the decision be set out in appropriate council decision format. Upon roll call, those voting in favor were Moore, Johnston, Brown, Cooper and Nye.

AGENDA NO. 10: Council was asked to authorize the Mayor to sign an amended agreement with Bannock County Historical Museum regarding the loan of two Chief Pocatello octagon portraits for continued display at the museum. The portraits will be on display indefinitely, subject to recall by the City of Pocatello.

BANNOCK COUNTY
HISTORICAL MUSEUM
-AMENDMENT TO
TEMPORARY PROPERTY
LOAN AGREEMENT

A motion was made by Mr. Moore, seconded by Mr. Johnston, to authorize the Mayor to sign an amended agreement with Bannock County Historical Museum regarding the loan of two Chief Pocatello octagon portraits for continued display at the museum and that the portraits will be on display indefinitely, subject to recall by the City of Pocatello. Upon roll call, those voting in favor were Moore, Johnston, Brown, Cooper and Nye.

AGENDA ITEM NO. 11: Council was asked to consider the following piggy-back bids and if they are accepted authorize the Mayor to sign the necessary documents, subject to Legal Department review. The piggy-back bids are:

PIGGY-BACK BIDS

a) 2015 Caterpillar Backhoe \$138,813.00 piggy-back on a 2010 City of Pocatello bid. The lease is for 5 years and is with Western States Equipment Company;

STREET
-2015 CATERPILLAR
BACKHOE

b) 2016 Caterpillar Pneumatic Compactor \$129,155.00 piggy-back on a 2010 City of Pocatello bid. The lease is for 5 years and is with Western States Equipment Company;

STREET
-2016 CATERPILLAR
PNEUMATIC
COMPACTOR

c) 2016 Caterpillar Skid Steer \$72,983.76 piggy-back on a Bannock County Solid Waste bid. The purchase is with Western States Equipment Company; and

STREET
-2016 CATERPILLAR
SKID STEER

d) 2016 Chevrolet 3500 Crew Cab Chassis \$39,916.00 piggy-back on a State of Idaho bid. The purchase is with Smith Chevrolet.

WATER POLLUTION
CONTROL-2016
CHEVROLET 3500
CREW CAB CHASSIS

A motion was made by Mr. Johnston, seconded by Mr. Cooper, to accept the piggy-back bids as outlined in Agenda Item No. 11(a) through 11(d) and authorize the Mayor to sign the necessary documents, subject to Legal Department review. Upon roll call, those voting in favor were Johnston, Cooper, Brown, Moore and Nye.

AGENDA ITEM NO. 12: Council was asked to accept the recommendation of staff and award the bid for one (1) 2016 cab and chassis with a Heil 5000 packer body to Northwest Equipment in the amount of \$187,218.00 and authorize the Mayor's signature on all necessary documents, subject to Legal Department review.

SANITATION
EQUIPMENT BID
AWARD

Funds are available in the Fiscal Year 2016 Sanitation budget for the purchase of this equipment.

A motion was made by Mrs. Nye, seconded by Mr. Johnston, to accept the recommendation of staff and award the bid for one (1) 2016 cab and chassis with a Heil 5000 packer body to Northwest Equipment in the amount of \$187,218.00 and authorize the Mayor's signature on all necessary documents, subject to Legal Department review. Upon roll call, those voting in favor were Nye, Johnston, Brown, Cooper and Moore.

- AGENDA ITEM NO. 13: Council was asked to accept the recommendations of staff and award bids received on November 24, 2015 to the lowest responsive bidder. The recommendations are:
- WATER DEPARTMENT
EQUIPMENT BIDS
- 2016 ½ TON 4X4 PICKUP a) One 2016 ½-Ton 4x4 Extended Cab pickup to Smith Chevrolet in the amount of \$25,154.00;
- 2016 1-TON CAB CHASSIS b) One 2016 1-ton Cab Chassis with Service Body to Hirling GMC in the amount of \$39,880.51; and
- 2017 DUMP TRUCK c) One 2017 10-Cubic Yard Dump Truck to Schows Truck Centers in the amount of \$141,676.00.

Funds for this equipment are budgeted within the Water Department's Fiscal Year 2016 budget.

A motion was made by Mr. Johnston, seconded by Mr. Moore, to accept the recommendations of staff and award bids received on November 24, 2015 to the lowest responsive bidder as outlined in Agenda Item No. 13(a) through 13(c). Upon roll call, those voting in favor were Johnston, Moore, Brown, Cooper and Nye.

- AGENDA ITEM NO. 14: Council was asked to consider approving a request from Parks and Recreation staff and Parks and Recreation Advisory Board to adopt the branding slogan "Play Often, Live Better!" for the Parks and Recreation Department.
- BRANDING SLOGAN
FOR THE PARKS AND
RECREATION
DEPARTMENT

The goal of the branding effort is to raise awareness of the many health, well-being and quality of life benefits of the City's Parks and Recreation Department services throughout the community, by helping staff to reach a broader audience. The proposed slogan has been reviewed by the Legal Department.

A motion was made by Mr. Cooper, seconded by Mr. Johnston, to approve a request from Parks and Recreation staff and Parks and Recreation Advisory Board to adopt the branding slogan "Play Often, Live Better!" for the Parks and Recreation Department.

John Banks, Parks and Recreation Director, gave an overview of the proposal. He stated the Parks and Recreation staff and Advisory Board members feel the new slogan will be a way to help the community identify with the programs offered by the City of Pocatello.

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

AGENDA ITEM NO. 15: The Portneuf Greenway Foundation along with representatives from Trails Working Group are seeing Council support to submit two (2) IDAHO DEPARTMENT OF PARKS AND RECREATION GRANT APPLICATIONS -CONSTRUCTION OF MULTIUSE PATHWAYS grant applications to the Idaho Department of Parks and Recreation in the amount of \$250,000.00 and \$100,000.00, and if awarded, authorize the Mayor's signature, subject to Legal Department review, on documents related to the grants for construction of multi-use pathways along the eastern edge of Interstate 15 right-of-way from the Farm Bureau Building to Pocatello Creek Road. Grant funds will be used to grade, gravel and pave the path.

Matching funds will come from the Portneuf Greenway Foundation and in-kind donations from private organizations. Excluding the path on Farm Bureau of Idaho property, the City of Pocatello will have full ownership of the path upon completion.

A motion was made by Mr. Moore, seconded by Mr. Cooper, to approve submission of two (2) grant applications to the Idaho Department of Parks and Recreation in the amount of \$250,000.00 and \$100,000.00, and if awarded, authorize the Mayor's signature, subject to Legal Department review, on documents related to the grants for construction of multi-use pathways along the eastern edge of Interstate 15 right-of-way from the Farm Bureau Building to Pocatello Creek Road and accept full ownership of the path, upon completion. Upon roll call, those voting in favor were Moore, Cooper, Brown, Johnston and Nye.

AGENDA ITEM NO. 16: Council was asked to approve a grant application, allow the Mayor to sign the grant offer and any other pertinent documents, if awarded, for a grant from the Federal Aviation Administration under the Airport Improvement Program in the amount of \$3.735 million for the purpose of rehab and reconfigure of Taxiway A, D and F, relocate Taxiway E, rehab terminal apron, and construct a bypass apron.

The grant will require a local match of 6.25% of the total project costs to be funded using airport passenger facility charge (PFC) funds. The application is subject to Legal Department review.

A motion was made by Mr. Moore, seconded by Mr. Johnston, to approve a grant application, allow the Mayor to sign the grant offer and any other pertinent documents, if awarded, for a grant from the Federal Aviation Administration under the Airport Improvement Program in the amount of \$3.735 million for the purpose of rehab and reconfiguration of Taxiway A, D and F, relocation of Taxiway E, rehab of terminal apron and construction of a bypass apron, subject to Legal Department review. Upon roll call, those voting in favor were Moore, Johnston, Brown, Cooper and Nye.

AGENDA ITEM NO. 17: Council was asked to approve and authorize the Mayor to sign an authorization to proceed between the City and Valuation Services, Inc. for an appraisal of five tracts of airport property. The appraisal fee will be \$7,400.00 based on time and materials, and will be paid out of the Airport budget with reimbursement by Pocatello Development Authority. The authorization is subject to Legal Department review.

A motion was made by Mrs. Nye, seconded by Mr. Johnston, to approve and authorize the Mayor to sign an authorization to proceed between the City and Valuation Services, Inc. for an appraisal of five tracts of Airport property and that the appraisal fee will be \$7,400.00 based on time and materials, and

will be paid out of the Airport budget with reimbursement by Pocatello Development Authority, subject to Legal Department review. Upon roll call, those voting in favor were Nye, Johnston, Brown, Cooper and Moore.

AGENDA ITEM NO. 18: Council was asked to adopt a Resolution providing for the adoption of the Bannock County Multi-Jurisdiction All Hazard Mitigation Plan, August 2015 edition. Said Plan seeks to identify the County's hazards, understand the vulnerabilities to those hazards, and craft solutions that, if implemented, will significantly reduce threats to life and property.

In response to questions from Council, Mr. Moore explained that during the grant process, federal funding is given to the state through the Department of Homeland Security then dispersed to counties. He stated one of the requirements is that counties must have a mitigation plan in place and updated every five years to be eligible for the funding. Mr. Moore added that a local emergency planning committee worked to prioritize and identify hazards in the area.

A motion was made by Mr. Johnston, seconded by Mrs. Nye, to adopt a Resolution (2015-17) providing for the adoption of the Bannock County Multi-Jurisdiction All Hazard Mitigation Plan, August 2015 edition. Upon roll call, those voting in favor were Johnston, Nye, Brown, Cooper and Moore.

AGENDA ITEM NO. 19: Council was asked to adopt a Resolution dissolving the Disabled Citizens ADA/504 Coordinating Committee. The Committee has fulfilled their mission and has determined there is no further purpose for this Committee.

A motion was made by Mrs. Nye, seconded by Mr. Brown, to adopt a Resolution (2015-18) dissolving the Disabled Citizens ADA/504 Coordinating Committee. Upon roll call, those voting in favor were Nye, Brown, Cooper, Johnston and Moore.

AGENDA ITEM NO. 20: An ordinance revising portions of Chapter 6.04 "Animal Control" as presented to Council at the November 12, 2015 Study Session. Revisions include Sections 6.04.010, 6.04.030, 6.04.080, 6.04.100, 6.04.105, 6.04.120, 6.04.170, 6.04.190, 6.04.200 and adding a new Subsection to 6.04.120 pertaining to the unlawful confinement of animals.

A motion was made by Mrs. Nye, seconded by Mr. Cooper, that the ordinance, Agenda Item 20, be read only by title and placed on final passage for publication, and that only the ordinance summary sheet be submitted for publication. Upon roll call, those voting in favor were Nye, Cooper, Brown, Johnston and Moore.

Dean Tranmer, City Attorney, read the ordinance by title.

Mayor Blad declared the final reading of the ordinance revising portions of Chapter 6.04 "Animal Control" as presented to Council at the November 12, 2015 Study Session, revising Sections 6.04.010, 6.04.030, 6.04.080, 6.04.100, 6.04.105, 6.04.120, 6.04.170, 6.04.190, 6.04.200 and adding a new Subsection to 6.04.120 pertaining to the unlawful confinement of animals. Mayor Blad asked "Shall the

ordinance pass?" Upon roll call, those voting in favor were Brown, Cooper, Johnston, Moore and Nye. Mayor Blad declared the ordinance and summary sheet passed, that it be numbered 2963 and be submitted to the Idaho State Journal for publication.

AGENDA ITEM NO. 21: Niki Taysom, 4963 Yellowstone Avenue, Chubbuck, shared her
DISCUSSION ITEMS concerns regarding safety of children, piggy-back bids and private enterprise.

Mayor Blad reminded Ms. Taysom that this time was set aside to hear discussion items not listed on the agenda.

Ms. Taysom stated she feels alcohol is a threat to the community.

Idaho Lorax, Pocatello resident, shared his concerns regarding environmental quality and education regarding possible contaminants.

Brenda Pollard, 3351 Summit Drive, thanked Mrs. Nye for her years of service to the City of Pocatello and on the Community Development Block Grant Advisory Committee. She displayed signs from the American Cancer Society and shared her support for smoke free workplaces and businesses.

There being no further business, Mayor Blad adjourned the meeting at 7:05 p.m.

APPROVED:

BRIAN C. BLAD, MAYOR

ATTEST:

RUTH E. WHITWORTH, CMC, CITY CLERK

PREPARED BY:

KONNI R. KENDELL, DEPUTY CLERK

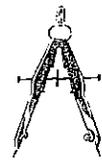
**CITY COUNCIL DECISION
FINAL PLAT APPROVAL
Greenfield Meadows Division 4**

Ryan Satterfield, on behalf of Satterfield Realty and Development, Inc., as Developer, and Pocatello Creek Development Company, as Owner, and represented by Rocky Mountain Engineering and Surveying, submitted a request to subdivide approximately 11.54 acres into twenty-four (24) residential lots and one (1) common lot on a parcel of land located on extensions of Owyhee Street and Trevor Street. The property is located within a Residential Low Density (RL) zoning district.

The Planning and Zoning Commission (P&Z) reviewed the preliminary plat at its meeting held July 22, 2015, and thereafter recommended approval of the plat subject to a number of conditions. City staff also recommended approval of the plat subject to conditions.

This matter came before City Council at its regularly scheduled meeting on December 17, 2015, whereat the City Council approved the plat for the Greenfield Meadows Division 4, and authorized City staff to sign the plat, subject to the following conditions:

1. All conditions set out in the Public Works Department Memorandum from Merrill Quayle, P.E. dated, December 10, 2015, attached hereto and incorporated herein, as Exhibit "1" shall be met, with the exception of numbers 1(f), 1(g), 2(i), and 2(t). The sewer and water utilities shall be extended north 20 feet from the intersection of Owyhee and Legacy for future connection.
2. Lot 1 Block 1, shall not be common area, and shall include the area from the west end of the subdivision boundary to the east 335 feet and from the north boundary to the north line of Section 7 and shall be dedicated to the City for stormwater and future extension of Chubbuck Road. The remainder of the property requested in the original condition 1 shall be included in the next plat that extends to the east of Greenfield Meadows Division 4.
3. Said Covenants, Conditions and Restrictions (CCR's) shall be submitted to the City for review and approval by the Legal Department prior to recording.
4. All corrections to the preliminary plat which were noted by City Staff shall be made prior to submittal of the final plat.
5. All other standards and conditions of Municipal Code not herein discussed but applicable to residential development shall apply.



Memorandum

To: Matt Lewis, Planning Division Manager
From: Merrill Quayle PE, Public Works/Development Engineer *MB*
Date: December 10, 2015
Re: Greenfield Meadows Division 4 – City Council Final Plat 12-17-2015

The Public Works Department has reviewed the preliminary plat application for the above mentioned project and submits that the following changes and items shall be addressed prior to final plat application.

1. Plat

- a. Prior to recording the Plat a more inclusive and comprehensive review shall be done, coordinate all plat correction through Mark Jensen, City of Pocatello City Surveyor.
- b. Subdivision plat shall conform to all state and local laws and ordinances.
- c. Notes on the plat shall be approved by the City of Pocatello City Surveyor and Legal Department prior to recording.
- d. The boundary of the subdivision shall be marked with 5/8" rebar and stamped 2" aluminum cap.
- e. CCR's shall be submitted to the City for review and approval prior to recording.
- f. In the Owners Certificate, the common area should be dedicated to the home owner's association per note 6 on the plat
- g. An additional lot shall be added to the Greenfield Meadows Division 4 Plat north of the north boundary to the north line of Section 7 and from the west plat boundary approximately 720 feet easterly to the east right of way line of Legacy Drive. This lot shall be dedicated to the City for the future extension of Chubbuck Road.
- h. Provide adjoining property owners recorded deeds, a copy of all recorded easements and document(s) which grants the signatory to sign the plat on the behalf of the owner(s) to the City Surveyor for final review.
- i. The plat shall be black opaque ink, no gray scale or color.
- j. The plat shall be reproducible on an 8.5x11 sheet of paper per Bannock County instructions.

2. Construction Plans/Infrastructure

- a. The 1997 uniform building code appendix chapter 33 section 3309 "excavation and grading" shall be followed. For example if grading is in excess of 5,000 cubic yards then a soils engineering report and engineering geology report shall be required at the time of final application. If a copy is needed one can be obtained from the Public Works/Development Engineer for the City of Pocatello.
- b. Filing of a notice of intent (NOI) and a formal Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Environmental Protection Agency (EPA) Construction General Permit (CGP) shall be submitted if the project requires, if required then a copy shall be submitted to the City at final plat application.
- a. At the time of final plat application a sediment and erosion control plan shall be submitted for approval. The sediment and erosion control plan must bear the signature and certification number

of the individual who has successfully completed an approved training course and who has demonstrated competence, through education, training, and knowledge of the applicable laws and regulations in erosion and sediment (if certified person is unknown indicate that information will be submitted prior to any work to the site). Submittal shall meet the requirements of the federal construction general permit.

- b. There was a preliminary stormwater drainage calculations submitted for pipe size and pond capacity at this time. Pipe size and pond capacity shown in the preliminary stormwater drainage calculations appear to be sized correctly with the submitted assumptions. Please submit the final calculations and include the analysis showing the design parameters meet the remainder core elements in the Portneuf Valley Stormwater Design Manual such as but limited to; on site retention of the 95% storm, treatment design (volume, flow, and bypass), site passage of upland flow and site runoff, Operation and Maintenance Manual, access to pond and structures.
- c. Add a profile sheet for ponds, piping and structures.
- d. Add two catch basins on Owyhee St. above Legacy Dr. with the accompanying manhole. Remove the catch basin on Legacy Dr. north of Owyhee St.
- e. Shift location of the stormwater main so that manholes are outside of the wheel path.
- f. Show stationing on stormwater ponds to match pond cross-sections.
- g. Model results for the culinary water system was submitted for the Greenfield Meadows Division 4 project only. The conditions accepted by the P&Z Commission required a model for projected pressures and flows for the subdivision and the entire pressure zone affected. There are water mains and fire hydrants that extend beyond the subdivision boundaries as shown indicating future expansion that have not been in the model submitted. Without this information future pressures may fall below required minimums and flows may exceed maximum velocities. Please supply your digital data of the subdivision with elevations, pipe size, pipe lengths, etc. for model verification.
- h. Fire flows were modeled for 1000gpm. Note fore code will allow this flow for homes less than 3600 square feet. Homes greater that 3600 square feet require 1500gpm. From review of homes in the area there are homes that exceed the 3600 square feet therefore the model should reflect fire flow requirements for 1500gpm for two hours.
- i. Water main line and valve to extend north on Legacy Dr. to the subdivision boundary, beyond edge of pavement.
- j. The plan and profile views are not to the correct scale.
- k. Profile views indicate vertical bends in the pipe but there are no call outs for fittings, add fittings and call outs in the appropriate locations and as shown in the plan mark-ups.
- l. Field location for the 1-1/2 inch water line does not fall within the existing easement, it appears to run through Lot 11 Block 2 see sheet C-7.17, clarify the design and option to resolve the matter. Add the 1-1/2 inch water line in the profile sheet, sheet C-7.18.
- m. Install a tap after the existing valve on Owyhee for pressure and chlorination testing.
- n. A "will serve" letter from each serving utilities is required to be submitted to the City.
- o. Utility and street light approval is required by the City.
- p. US Mail box units required and location approved by the Post Master and the City of Pocatello.
- q. Turnarounds shall meet the 2012 International Fire Code appendix D requirements.
- r. Add B1-L1 and B2-L11 to the sanitary sewer control table.
- s. Sewer manhole shall be concentric.
- t. Sanitary sewer main line to extend north on Legacy Dr. to the subdivision boundary, beyond edge of pavement.
- u. Add existing manhole to profile view on sheet C-7.02
- v. If an agreement can be reached for Lot 2 Block 1 and Lot 1 Block 6 to bring garbage carts to Owyhee St. then a turnaround may not be required.
- w. Add pertinent information to the road cross section such as sub-grade, slope etc.

AGENDA

ITEM

NO. 8

**EXECUTIVE SUMMARY
POCATELLO CITY COUNCIL**

ANNEXATION REQUEST

To: Mayor Blad & Pocatello City Council
From: Matthew G. Lewis, Planning Division Manager
Date: January 7, 2016

MGL

I. REQUEST

Ryan Satterfield, representing Pocatello Creek Development Corp. (mailing address: 2432 Andrew Street, Pocatello, ID 83201) and Rocky Mountain Engineering & Surveying (mailing address 2043 East Center Street, Pocatello, ID 83201), have submitted an application requesting annexation and zoning of a 14.44-acre (+/-) area of land extending the City corporate boundary east of Lois Lane.

II. PLANNING & ZONING COMMISSION CONCLUSION & RECOMMENDATION

The Commission finds that the annexation and zoning request meets the standards of the City of Pocatello; is in conformance Area of City Impact; and is conformance with State statues for annexation. The property can also be adequately served through extension of water, sewer, and roads. The Commission unanimously **recommends approval** of the annexation and zoning request.

III. POCATELLO CITY COUNCIL ACTION

The Council may wish to accept the Planning & Zoning Commissions recommendation with the following motion:

1. That the property be annexed into the corporate boundaries of the City of Pocatello
2. That the Comprehensive Plan Map designation be "Residential"
3. That the subject property shall be zoned **Residential-Low Density (RL)**.

IV. PUBLIC HEARING

A public hearing to consider the annexation and zoning request was held by the Planning & Zoning Commission at their regularly scheduled meeting held on December 9, 2015.

Ryan Satterfield addressed the Commission providing a brief description of the property and its location.

Matthew G. Lewis, Planning Division Manager, provided a brief report which included a description of the physical characteristics of the site; existing transportation facilities; capacity of utilities; and noting that the request is statutory compliance with Idaho Code.

The public hearing was opened by the Chair at which time no comments were received. The public hearing was then closed.

**PLANNING & ZONING COMMISSION
FINDINGS OF FACT & CONCLUSION**

ANNEXATION & ZONING DESIGNATION REQUEST

I. REQUEST

Ryan Satterfield, representing Pocatello Creek Development Corp. (mailing address: 2432 Andrew Street, Pocatello, ID 83201) and Rocky Mountain Engineering & Surveying (mailing address 2043 East Center Street, Pocatello, ID 83201), have submitted an application requesting annexation and zoning of a 14.44-acre (+/-) area of land extending the City corporate boundary east of Lois Lane.

II. RECOMMENDATION

The annexation & zoning request for the property in question meets the standards of the City of Pocatello; is in conformance with Comprehensive Plan Map; and is in compliance with State statutes for annexation. The property can also be adequately served through extension of Municipal services including water, sewer and roads. The Commission therefore, unanimously recommends approval of the annexation request with the following conditions attached:

1. The subject property shall be annexed into the corporate boundaries of the City of Pocatello;
2. That upon annexation, the subject property shall be zoned **Residential-Low Density (RL)**. This designation is consistent with adjacent residential properties currently within City of Pocatello corporate boundaries.

III. PUBLIC HEARING

A public hearing to consider the annexation and zoning request was held by the Planning & Zoning Commission at their regularly scheduled meeting held on December 9, 2015.

Ryan Satterfield addressed the Commission by providing a brief overview of the 14.44-acre in question and reasoning for the request.

Matthew G. Lewis, Planning Division Manager, addressed the Commission noting that the request was in statutory compliance with Idaho State Code Section 50-222 3.a(i) as a category "A" annexation. Lewis also noted that the property was within the City & County adopted Area of City Impact with a Comprehensive Plan designation of "Residential". Lewis also noted that during the summer of 2015 the City Council granted the applicant a credit of 135-lots waiving the requirement of water vs payment under Resolution 2006-02.

The Chair opened the public hearing at which time no comments were received. The Chair then closed the public hearing.

IV. FINDINGS OF FACT

Finding No. 1: *Annexation statutes:* The annexation request is in statutory compliance with Idaho State Code Section 50-222 (3.a(i) as a category "A" annexation, which allows annexation to take place wherein all private landowners have consented to annexation. In this case, Ryan Satterfield representing Pocatello Creek Development Corp. is sole owner of the approximate 14.44-acres. No other property owners are part of the annexation.

Finding No. 2: The property is within the City and County adopted Area of City Impact, lies contiguous to existing City limits (as proposed), and is within the City's Urban Service Boundary (USB) with a designation of "*Residential*", as outlined on the Comprehensive Plan Map.

Finding No. 3: *Physical characteristics of the site:* The parcel in question is vacant with an average grade of 5 to 13-percent and natural ground cover consisting of crested wheatgrass and sagebrush.

Finding No. 4: *Capacity of current and proposed transportation facilities:* Development on the subject property would be served through extension of Lois Lane and Mariah Way.

Finding No. 5: *Capacity of utilities:* The applicant's engineer (RMES) completed an extensive analysis of the culinary water systems with the modeling showing that with proper construction future development can be adequately served from the existing City system. It will be the developer's responsibility to make appropriate contacts and provisions for extension of utilities including but not limited to Intermountain Gas; Idaho Power; Qwest; and Cable One.

Finding No. 6: *Water Source:* The Commission finds that typically there would either be a water source (such as water rights) associated with the proposed annexed property or if not, cash payment would be calculated based on the formula under Resolution 2006-02. In this case staff provided information that the City Council granted the developer a credit for 135-lots recorded under instrument #21501512. Therefore, payment is not required as part of this application.

Finding No. 7: *Notification:* All property owners within a 300-foot radius of the land to be annexed and zoned were notified of the public hearing in order that they may provide comment on the proposed annexation and zoning designations. Notice was also published in the Idaho State Journal and a sign posted on the subject property.

Finding No. 8: *Comprehensive Plan:* As part of an approved annexation, the City Council must designate an appropriate zoning designation for the property in question. The Comprehensive Plan Map adopted by the City Council has the subject property designated as "*Residential*" therefore the **Residential Low** zoning is appropriate and consistent with adjacent zoning.

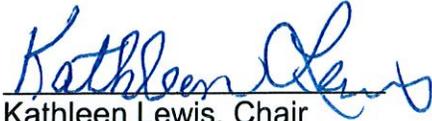
The following Land Use Goals, Objectives, and Policies from the Comprehensive Plan, supports annexation and the Residential zoning designation:

Land Use Chapter 5, Goal 1: Implement zoning designations and development regulations that accommodate existing and future needs of the City's population and that serve to facilitate orderly development within the City and region.

Objective 1.2: Use Urban Services Boundary (USB)/Area of City Impact (ACI) to support development when adequate public facilities and infrastructure are available or are planned to be installed concurrent with development

Objective 1.4): Guide Annexation within the USB/ACI to encourage orderly growth.

Policy a. Annexation may be sought for new developments within the USB/ACI when essential urban services can be delivered to the subject property in a timely and cost-effective manner consistent with the City's plans for extension of said services.



Kathleen Lewis, Chair

Pocatello Planning & Zoning Commission

Authorized to sign 12/9/15

STAFF REPORT
ANNEXATION & ZONING DESIGNATION REQUEST
PLANNING & ZONING COMMISSION 12/9/15

APPLICANT: Pocatello Creek Development Corp.
REPRESENTATIVE: Ryan Satterfield / Mitch Greer, RMES
LOCATION: Property located east of Satterfield Drive
LEGAL DESCRIPTION: Long Legal

MGP

I. REQUEST

Ryan Satterfield, representing Pocatello Creek Development Corp. (mailing address: 2432 Andrew Street, Pocatello, ID 83201) and Rocky Mountain Engineering & Surveying (mailing address 2043 East Center Street, Pocatello, ID 83201), have submitted an application requesting annexation and zoning of a 14.44-acre (+/-) area of land extending the City corporate boundary east of Lois Lane.

II. RECOMMENDATION

Staff recommends that:

1. The subject property shall be annexed into the corporate boundaries of the City of Pocatello;
2. That upon annexation, the subject property shall be zoned **Residential-Low Density (RL)**. This designation is consistent with adjacent residential properties currently within City of Pocatello corporate boundaries.

III. STAFF FINDINGS

A. **Annexation statutes:** The annexation request is in statutory compliance with Idaho State Code Section 50-222 (3.a(i) as a category "A" annexation, which allows annexation to take place wherein all private landowners have consented to annexation. In this case, Ryan Satterfield representing Pocatello Creek Development Corp. is sole owner of the approximate 14.44-acres. No other property owners are part of the annexation.

The property is within the City and County adopted Area of City Impact, lies contiguous to existing City limits (as proposed), and is within the City's Urban Service Boundary (USB) with a designation of "Residential", as outlined on the Comprehensive Plan Map.

B. **Physical characteristics of the site:** The parcel in question is vacant with an average grade of 5 to 13-percent and natural ground cover consisting of crested wheatgrass and sagebrush.

C. **Capacity of current and proposed transportation facilities:** Development on the subject property would be served through extension of Lois Lane and Mariah Way.

- D. **Capacity of utilities:** The applicant's engineer (RMES) completed an extensive analysis of the culinary water systems with the modeling showing that with proper construction future development can be adequately served from the existing City system. It will be the developer's responsibility to make appropriate contacts and provisions for extension of utilities including but not limited to Intermountain Gas; Idaho Power; Qwest; and Cable One.
- E. **Water Source:** As Commission members may recall the City Council implemented a water vs payment option through Resolution 2006-02. Typically there would either be a water source (such as water rights) associated with the proposed annexed property or if not, cash payment would be calculated based on the formula under the above Resolution. Following a number of discussions this past summer, the City Council granted the developer a credit for 135-lots recorded under instrument #21501512. Therefore, payment is not required as part of this application. See **Exhibit 1** for details.
- F. **Notification:** All property owners within a 300-foot radius of the land to be annexed and zoned have been provided notified of the public hearing in order that they may provide comment on the proposed annexation and zoning designations. Notice was also published in the Idaho State Journal and a sign posted on the subject property.
- G. **Comprehensive Plan:** As part of an approved annexation, the City Council must designate an appropriate zoning designation for the property in question. The Comprehensive Plan Map adopted by the City Council has the subject property designated as "Residential" therefore the **Residential Low** zoning is appropriate and consistent with adjacent zoning.

The following Land Use Goals, Objectives, and Policies from the Comprehensive Plan, supports annexation and the Residential zoning designation:

Land Use Chapter 5, Goal 1: Implement zoning designations and development regulations that accommodate existing and future needs of the City's population and that serve to facilitate orderly development within the City and region.

Objective 1.2: Use Urban Services Boundary (USB)/Area of City Impact (ACI) to support development when adequate public facilities and infrastructure are available or are planned to be installed concurrent with development

Objective 1.4): Guide Annexation within the USB/ACI to encourage orderly growth.

Policy a. Annexation may be sought for new developments within the USB/ACI when essential urban services can be delivered to the subject property in a timely and cost-effective manner consistent with the City's plans for extension of said services.



Exhibit 1

Memorandum

To: Matt Lewis, Planning Division Manager
From: Merril Quayle PE, Public Works/Development Engineer MB
Date: November 17, 2015 (P&Z agenda 12/9/2015)
Re: Annexation 14.44 acres - Pocatello Creek Development Company - Crestview Estates Division 1

Water vs. Payment per City of Pocatello Resolution 2006-02

Residential Lot City of Pocatello average

$$\frac{14000 \text{ gal}}{\text{month}} \frac{1 \text{ ft}^3}{7.48 \text{ gal}} \frac{12 \text{ month}}{1 \text{ year}} \frac{1 \text{ acre}}{43560 \text{ ft}^2} = 0.52 \text{ acre-ft/year}$$

$$(22 \text{ lots})(0.52 \text{ acre-ft/year}) = 11.44 \text{ acre-ft/year}$$

With the average water right costing \$750.00 in the area for 2013

$$\frac{11.44 \text{ acre-ft}}{\text{year}} \frac{\$750.00}{\text{acre-ft}} = \$8,580.00$$

20% administration fee

\$8,580.00 (1.20) = \$10,296.00 will add proposed 22 lot credit with this annexation.

City Council Decision "Wet Water" Development Credit Instrument #21501512 gave a credit for 135 lots.

Annexations (proposed lots)

Pocatello Creek Development Corp (E of Andrew St & S of Owyhee St)	135 - 48 = 87
Crestview Estates Division 1 (ext. of Lois lane, E of Crestview Park 1 st Addition)	87 - 22 = 65

Plats (buildable lots)

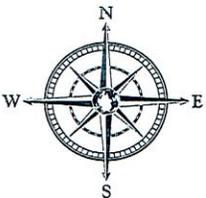
Greenfield Meadows Division 3 (Owyhee and Dusk View Ct.)	135 - 19 = 116
Crestview Estates Division 1 (Lois Lane and Mariah Way)	116 - 22 = 94

I have chosen to show both the annexation and plat lot numbers. During the annexation applications the lot numbers may be more of a concept representation and is when the wet water calculations are determined. When a plat application is submitted the lots have been verified with design and typically will not change unless another application is submitted. This is the reasoning for viewing both numbers, the final number used will be the plated buildable lot to verify against the 135 approved lot number granted.

Proposed Area of Annexation



Notes: Area Shown is Approximated



12/1/2015

City of Pocatello Web Map

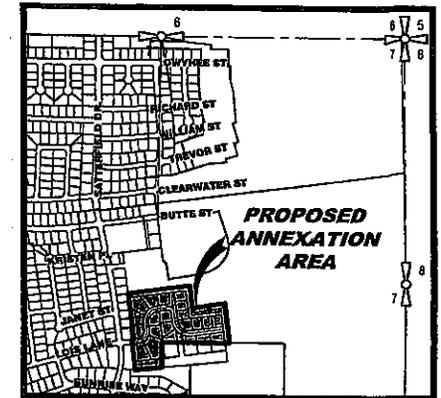
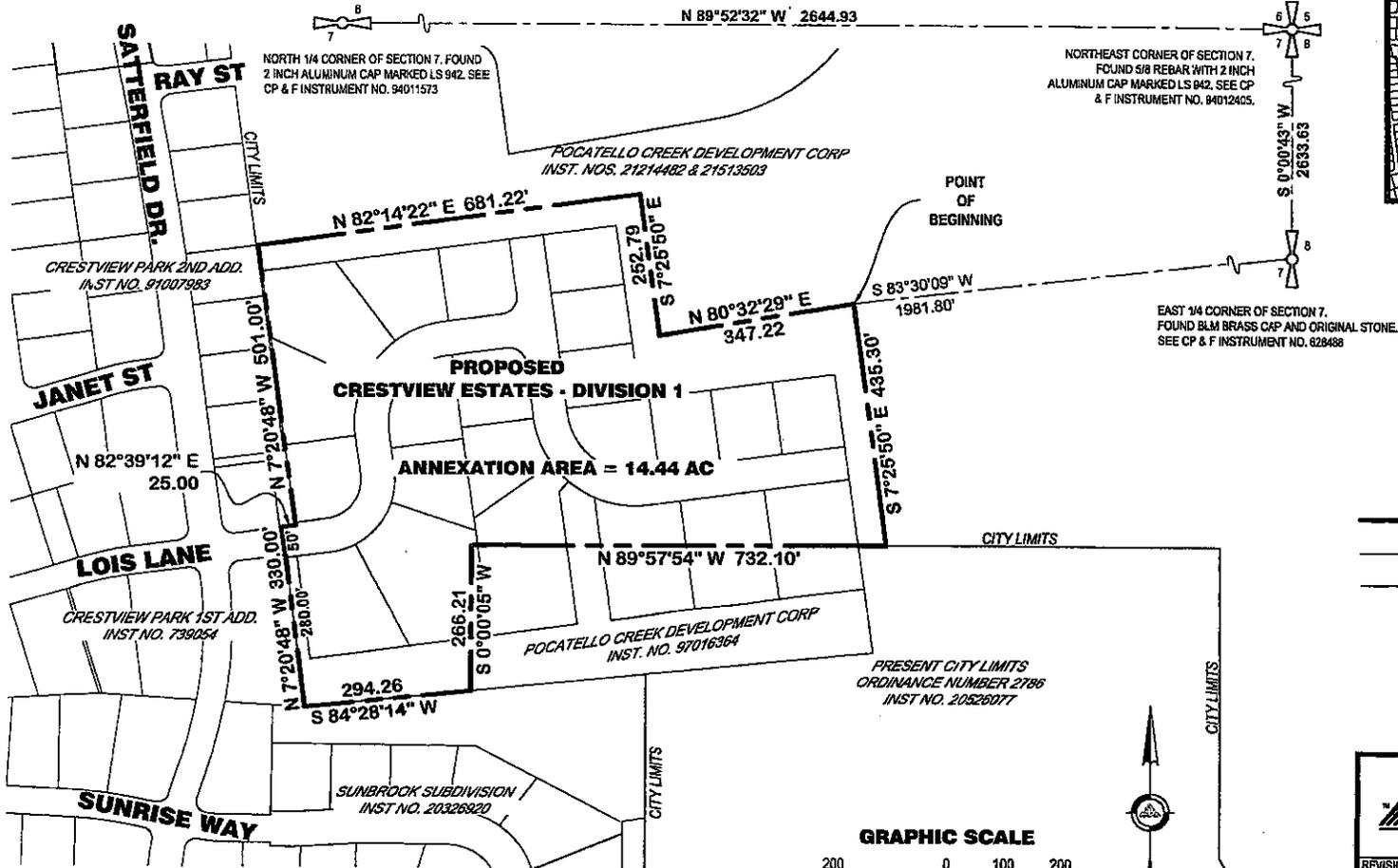
100m
500ft
593325.537 454606.250 Scale 1:3,837



The City of Pocatello does not
Guarantee the information contained
In this map to be an accurate
Representation of actual existing
Conditions

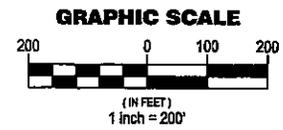
PROPOSED ANNEXATION FOR: CRESTVIEW ESTATES - DIVISION 1

A Residential Development Located In:
South 1/2 of Section 7, Township 6 South, Range 35 East,
of the Boise Meridian, Bannock County, Idaho



LEGEND

-  SECTION CORNER AS NOTED
-  QUARTER CORNER AS NOTED
-  ANNEXATION BOUNDARY
-  PARCEL LINE
-  SECTION LINE





RMES
Engineers • Surveyors • Planners

301 58th St. W. #158 • Millston, ND 58201 • (701) 678-0110
600 E. Oak St. • Pocatello, ID 83201 • (208) 234-0110

REVISIONS	SURVEYED BY:
1. 10-25-16 REVISED BOUNDARY	OFFICE WORK BY: JLC, SOB
2.	FIELD BOOK NO:
PROJECT NO: 15018	DATE: OCTOBER 2015
DRAWING: r:\16\Satterfield realty and development\Crestview estates div. 1 - 15094\database	
SCALE: 1 INCH = 200 FEET	SHEET 1 OF 1

11/2015

15-2005



PLANNING & DEVELOPMENT SERVICES
PO Box 4169, 911 North Seventh Avenue
Pocatello, Idaho 83205
(208)234-6184 FAX (208)234-6586

Application Submittal Approved: ML
Plan Review Approved: 10-6-15

Dates for a public hearing or Council consideration will not be scheduled until plan design review approval has been received.

REQUEST FOR ANNEXATION AND ZONING

Filing Fee: \$1,066.00 + ^(5%) \$1.50 per required notice \$1153.00 ✓ Receipt #: 3428 Date: 10-6-15

Applicant:

Pocatello Creek Development Co.
Name/Firm
2432 Andrew St.
Mailing address
(208) 232 - 1468
Phone (work/cell/home)

Representative:

Rocky Mountain Engineering and Surveying
Name/Firm
2043 E. Center St.
Mailing address
(208) 234 - 0110
Phone (work/cell/home)

Do you own the subject property or have an enforceable contract interest? X Yes No

Site Location: An extension of Lois Lane to the east of Crestview Park 1st Addition

Description: Annexing a portion of land to be a part of the City of Pocatello, to be known as Crestview Estates -
Division 1 located in the Southeast 1/4 of Section 7, Township 6 South, Range 35 East, Boise Meridian,
Bannock County, Idaho

Is the property within, or part of, an approved subdivision? NO (The property may need to be platted prior to issuance of a building permit. See subdivision review process.)

Requested Zoning: Residential

In addition to the above, the following information must accompany this application:

1. Two sets of typed, gummed mailing labels with all of the names and addresses of the property owners within a 300 foot radius of the subject property. In addition, a fee of \$1.50 per address per required notice is required (two notices per address will be required). Failure to provide a complete list of names may nullify this application.
2. Survey map with topography noted of the area to be annexed. This is to be done by a private certified surveyor and submitted to the City for review (applicant must bear all costs).
3. Applicant(s) must provide a written justification for the requested zoning, addressing the variables described in

Crestview Estates – Division 1 Area Annexation and Zoning Narrative

PROJECT DEVELOPERS: Satterfield Realty and Dev., Inc.
Ryan Satterfield
2432 Andrew Street
Pocatello, ID 83201
208-232-1468

PROJECT ENGINEER: RMES
600 East Oak Street
Pocatello, ID 83201
208-234-0110

DESCRIPTION OF REQUEST

The above listed developers are requesting annexation of approximately 9.80 acres of property located in the south half of section 7, Township 6 South, Range 35 East, Boise Meridian. The Subject property encompasses undeveloped areas east of Satterfield Drive. The project is more particularly located at the undeveloped end of Lois Lane east of Satterfield Drive and north of Sunbrook Subdivision. The applicant is requesting a Residential Low-Density (RLD) Zoning District which will allow a minimum lot size of 7,500 square feet.

INTENSITY AND KIND OF LAND USES

The surrounding areas, both existing and proposed, are exclusively single family residential. Approved zoning for the adjoining Crestview Park 1st and 2nd Additions as well as the Sunbrook Subdivision have Residential Low Density zoning and the proposed lots are very similar in size to the existing subdivisions in the area with all of the proposed lots in the subdivision exceeding the 7,500 square foot minimum.

PHYSICAL GEOLOGY

The terrain on the east bench consists of rolling ridges (4-9%) separated by steep draws (20% and greater). The subject property does have draws (Blue Bird Gulch) but mostly consists of topography that is sloped less than other east bench areas. The soil types are silt loams and the ground consists of native vegetation including sagebrushes and native grasses and has at one time been cultivated, but there has been a fire that came through this area recently. When projects have been engineered properly, this area has been conducive to very successful developments as evidenced by the earlier Highland Meadows and Greenfield developments. The parcel of land to be annexed has between 6% to

10% grades and a design has been created by the Project Engineer to best utilize the existing terrain for lot and roadway grading.

CAPACITY OF TRANSPORTATION FACILITIES

The transportation facilities have been well planned in the area. Satterfield Drive is classed as a Minor Arterial. 60 foot wide right-of-ways are the minimum platted right-of-way within the development to provide for safer streets, accommodate grade and provide for aesthetic street appeal (10' wider than typical).

CAPACITY OF UTILITIES

The existing utilities have been planned and sized to accommodate the development in this area. Other loop connections are planned to enhance the supply and operation of the water distribution system. Private utilities (e.g. Gas, power, phone and cable) have enhanced their systems and have planned for residential development to occur in this area. An elaborate storm water control system has been designed to control storm water, enhance natural areas and provide recreational opportunities.

UNIQUE CIRCUMSTANCES

The open space factor is not that important on the Satterfield Developments as the house sizes they are currently constructing could be accommodated on a smaller lot; however, the developers typically provide significantly more lot area than is required by the zone. Each proposed lot has been designed to accommodate any building typical of earlier developments in this area.

AGENDA

ITEM

NO. 9



December 15, 2015

Mayor Brian Blad and City Council
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205

Dear Mayor Blad and Council Members:

Old Town Pocatello, Inc. has completed another year of administering the Business Improvement District according to the agreement between our organization and the City of Pocatello. In accordance with the agreement, enclosed for your approval are the Management Agreement for the new fiscal year 2015-2016 and the employment agreement for the Executive Director. A copy of the fiscal year budget is included in the Annual Meeting packet that is attached.

During October, the Old Town Pocatello, Inc. membership elected five Board Members, each will be serving three-year terms. Returning to the Board will be Richard Creason and Andrew Smart. Newly elected members are Holly Mecham from Citizens Community Bank, Jason Adams from Pocatello Pet Lodge and Jon Peirsol from Club Charleys. Continuing to serve on the board in 2015-2016 are Allen Collins, Stan Gates, Kerry Harmon, Sandra Hartwig, Dorinda Heberlein, Tyson Kunz, and Jane Warnock.

During our Annual Meeting held on October 29, the membership and general public were presented with a recap of the accomplishments of the year along with the annual award winners. The fiscal year 2014-2015 was a successful one for Old Town Pocatello. Attached is a copy of the 2015 Annual Meeting packet. Award winners were:

- | | |
|-----------------------------|------------------------------------|
| Spirit of Main Street Award | Sandy Hartwig |
| Historic Restoration Award | Relight the Night – Greyhound Sign |
| Rehabilitation Award | Citizens Community Bank |
| Curb Appeal Award | Firehouse Building – The Gates |
| New Generation Award | Molinelli's Jewelers |
| President's Award | Butch McDougall |
| Volunteer of the Year Award | Marcus Sierra |
| Advocate of the Year Award | Idaho State Journal |

Thank you for the wonderful support you have all demonstrated this past year. Working together the revitalization efforts of Old Town continue to grow and bring benefit to our entire community.

With best regards,

Handwritten signature of Stephanie Palagi in cursive script.

Stephanie Palagi
Executive Director
Old Town Pocatello, Inc.

AGREEMENT

THIS AGREEMENT, made and dated this ___th day of November, 2015, by and between the City of Pocatello, Bannock County, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as the "City", whose mailing address is the City of Pocatello, 911 North 7th Street, P.O. Box 4169, Pocatello, Idaho 83205-4169, and Old Town Pocatello, Inc., a non-profit corporation organized and existing under the laws of the State of Idaho, whose mailing address is 420 N. Main St., P.O. Box 222, Pocatello, Idaho 83204-0222, hereinafter referred to as the "Corporation."

WITNESSETH:

WHEREAS, the City, pursuant to Ordinance No. 2390 as authorized by Idaho Code 50-2601, et seq, did establish a Business Improvement District, hereinafter referred to as the "BID"; and

WHEREAS, the City desires that an entity other than the City continue to administer and manage the operation of the BID; and

WHEREAS, pursuant to Idaho Code 50-2611 a City may contract with a Chamber of Commerce or other similar business association to administer the operations of a BID; and

WHEREAS, the Corporation was organized and established for the purpose of revitalizing Pocatello's downtown area and operates within the boundaries of the BID established by Ordinance No. 2390; and

WHEREAS, the Corporation has demonstrated to the City that the Corporation is capable of administering and managing the operation of the BID;

NOW THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. The parties agree, pursuant to Idaho Code 50-2611, that the Corporation is designated by the City to administer and manage the operation of the BID. The Corporation warrants that it has adopted by-laws necessary to fulfill the terms of this agreement and further covenants that such administration complies with all applicable provisions of state and local law including, but not limited to, Chapter 26, Title 50 of the Idaho Code, with all county or city resolutions and ordinances, and with all regulations lawfully imposed by the state auditor or other state agencies.

2. The principal office of the Corporation and registered agent shall be the Old Town Pocatello, Inc., President, 420 N. Main St., P.O. Box 222, Pocatello, Idaho 83204-0222, or as otherwise designated by the Corporation's Board of Directors and approved by the City.

3. The Corporation shall continue to take such steps as are necessary to effectuate the purpose of the BID Ordinance No. 2390.

4. The Corporation shall project revenues and estimate expenditures for review by the City Council based on an October 1 through September 30 fiscal year. The budget shall be submitted to the City no later than the 1st day of July each year for review and adoption by the City Council as part of the City budget.

5. The Corporation's Directors shall hold an annual meeting of BID members the purposes of which shall include allowing members of the BID to review the annual budget. Subsequent to such review, any amendments, alterations or adjustments made to the annual budget which results in an increase or decrease to the total annual budget shall be submitted within thirty (30) days to the City for City Council approval.

6. An assessment-paying member of the BID may petition the Corporation's Board of Directors in writing for a review/appeal of his/her assessment. The Board of Directors shall review the method utilized in determining the assessments and the Board shall make corrections in the event an error has occurred, which correction may cause an increase or decrease in the assessment in accordance with Ordinance No. 2390. Applicants may appeal the decision of the Board of Directors to the Mayor and City Council within thirty (30) days of the date of the decision.

7. The Corporation shall establish goals and objectives, and projects and programs for the BID, which shall be submitted to the City with the budgetary information.

8. The fiscal year of the Corporation shall be on the 1st day of October and end at midnight on the last day of September of the following year.

9. The Corporation shall keep correct and complete books and records of account, and shall also keep minutes of the regular and special meetings of the Corporation's Board of Directors, and shall keep at the principal office a record giving the name and address of the BID members entitled to vote.

10. The City or its agents may inspect all books and records of the Corporation for any proper purpose at any reasonable time.

11. The City shall make monthly disbursements to the Corporation in the amount of assessments collected and held by the City, less expenses incurred by the City to bill and collect such assessments. The Corporation shall establish and adhere to finance policies which set forth the proper methods and controls applying to receipt and disbursement of BID funds. The Corporation shall, on a quarterly basis, submit financial statements to the City which show the change in cash position. Such quarterly statements shall consist of at minimum, the Corporation's Balance Sheet and Income Statement. The Corporation shall also submit an annual financial statement to the City for the immediate past fiscal year by the last day of December of each year.

12. All expenditures of the Corporation greater than five thousand dollars (\$5,000.00) or any purchases of real property must be submitted to the City Council for review and approval prior to any such expenditure or purchase of real property being transacted.

13. The Corporation shall follow the appropriate guidelines regarding local government investments as set forth in Idaho Code 50-1013 as it applies to the investment of BID funds.
14. The Corporation may hire staff upon review and approval of the City Council in accordance with the annual budget who shall be employees of the Corporation rather than the City.
15. The City shall be responsible for billing and accounting for assessments; however, the City shall not be responsible for any financial obligations incurred by the Corporation.
16. The Corporation agrees that it shall make all reasonable efforts to collect any unpaid assessments, including but not limited to court enforced assessments. All assessments collected shall immediately be forwarded to the City. The City agrees to reasonably assist the Corporation in performance of such duties.
17. Any expenditures for physical improvements to public properties shall be made in accordance with competitive bidding practices as required by law.
18. The Corporation may establish marketing and advertising campaigns for the BID.
19. The Corporation may declare special event days for the BID in accordance with City Council policy and city ordinances.
20. This Agreement shall be reviewed and renewed on annual basis in the month of September of each year so as to coincide with the City's and Corporation's fiscal year. The Agreement may be terminated upon sixty (60) days written notice to either party at the address hereinabove set forth.

IN WITNESS THEREOF, the Mayor and the City Clerk of the City of Pocatello have executed this Agreement on behalf of said city, the City Clerk has affixed the seal of the city hereto, and corporation has caused the same to be signed by its President and Secretary, and its seal to be affixed hereto, the day and year first above written.

CITY OF POCATELLO
BANNOCK COUNTY, IDAHO

OLD TOWN POCATELLO, INC.

BY: _____
Mayor

BY: _____
President

ATTEST: _____
City Clerk

ATTEST: _____
Secretary

APPROVED BY LEGAL

Date 12/23/15 Atty Bysee

Comments _____

STATE OF IDAHO)

:ss

COUNTY OF BANNOCK)

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State, personally appeared Brian Blad and Ruth Whitworth, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, a municipal corporation of Idaho, who executed the foregoing instrument on behalf of said municipal corporation, and acknowledged to me that such corporation executed the same.

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

NOTARY PUBLIC OF IDAHO
Residing in Pocatello, Idaho
My Commission Expires: _____

STATE OF IDAHO)

:ss

COUNTY OF BANNOCK)

On this ____ day of _____, 2015 before me, the undersigned, a Notary Public in and for the State, personally appeared Richard Creason and Andy Smart, known to me to be the President and Secretary/Treasurer, respectively, of Old Town Pocatello, Inc., a non-profit corporation of Idaho, who executed the foregoing instrument on behalf of said corporation, and acknowledge to me that such corporation executed the same.

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

NOTARY PUBLIC OF IDAHO
Residing in Pocatello, Idaho
My Commission Expires: _____

EMPLOYMENT AGREEMENT

This Employment Agreement, by and between OLD TOWN POCATELLO, INC., an Idaho not-for-profit organization, P.O. Box 222, 420 N. Main St., Pocatello, Idaho 83204, hereinafter referred to as "Employer", and Stephanie Palagi, 975 Homerun St., Chubbuck, ID 83202, hereinafter referred to as "Employee".

WHEREAS, Employer is engaged in the business of revitalization and promotion of downtown Pocatello,

AND, WHEREAS, Employer desires to employ as Executive Director of Old Town Pocatello, Inc., an exempt job under the Fair Labor Standards Act,

NOW, THEREFORE, the parties hereto agree as follows:

1. Employment. Employer hereby employs Employee and Employee hereby accepts such employment upon the terms and conditions herein set forth.
2. Term. The term of this Agreement shall be for the period beginning on October 1, 2015 and continuing until the 30TH day of September, 2016, unless sooner terminated as herein provided.
3. Termination. This Agreement may be sooner terminated without liability by either party with or without cause upon thirty (30) days written notice. Provided that in the case of termination by Employer, such shall be formal action at a duly called meeting or resolution by the Employers' Board of Directors clearly adopted by a majority of all members of the Employers' Board of Directors. In lieu of thirty (30) days written notice, the Employers' Board of Directors may immediately release Employee by tendering one-month's salary and benefits and waiving in writing further performance by Employee. Employee may be immediately terminated for a material breach of this Agreement, negligent or willful disregard for the Employer when carrying out her job duties and obligations or for dishonest, fraudulent or criminal conduct on the part of the Employee. This Agreement shall immediately terminate upon the death of the Employee.
4. Compensation. For the service rendered under this Agreement, compensation shall be paid to Employee as follows:
 - 4.1 Salary. During the term of this Agreement, Employee shall be paid a salary in the amount of \$3,850.00 per month based on a 40-hour work week beginning the 1st day of October 2015. Salary payments shall be subject to usual withholding of such items as taxes and insurance. The amount shall be divided in equal installments in accordance with Employer's payroll procedures.
 - 4.2 Expenses. Employee shall receive monthly reimbursement for expenses, including but not limited to, medical insurance, dental insurance, cell phone expenses, mileage and club dues. Expenses may be submitted for reimbursement at the Employer's Board's sole discretion, which approval shall not establish future policy unless specifically so provided by the Employer's Board.
5. Duties. Employee shall perform all duties charged to that position by federal, state, and local laws and regulations as established by the Employer's Board of Directors and shall carry out the policy determined in the Employees job description.
6. Personal Time Off. Employee shall be eligible for 25 paid personal days off. Personal time off includes any time taken for vacation, personal business, and illness. Employee shall provide advanced notice and use personal time off at such time convenient to the operations of Old Town Pocatello, Inc., and without necessitating additional staff cost. Any unused personal time remaining at the end of this Agreement shall be paid at the end of the fiscal year. Any unused personal time will be paid upon early termination of the Employment Agreement.
7. Holidays. Employee shall be entitled to the following paid holidays:

New Years Day

Presidents Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Eve
Christmas Day

8. Performance Evaluation. The Employee performance evaluation will be conducted annually under the direction of the Chairperson of the Personnel Committee. The content of the performance evaluation shall be determined by the Job Description and approved by the Personnel Committee.
9. Waiver of Breach. The waiver of any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
10. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, sent by mail to her residence in the case the Employee or to its principal office and President of the Employer's Board of Directors if in the case of the Employer.
11. Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
12. Arbitration. In the case of an irresolvable conflict between the parties hereto related to this Agreement or Employee's employment, both parties agree to submit the issue to binding arbitration through and pursuant to the rules of the American Arbitration Association. Such arbitration shall occur in Pocatello, Idaho and shall be a condition precedent to any judicial action by either party, except an action to compel arbitration. If the issue between the parties relates to Employer's termination of Employee, Employee shall remain terminated without pay pending arbitration or arbitration proceedings.

IN WITNESS WHEREOF the parties have executed this Agreement on the dates hereinafter specified.

EMPLOYEE:

Date

Stephanie Palagi

Social Security Number

Address

EMPLOYER:

OLD TOWN POCATELLO, INC.

Date

President

2015 Annual Meeting

Events, Festivals, Parades, and more bring crowds to Old Town all year long!



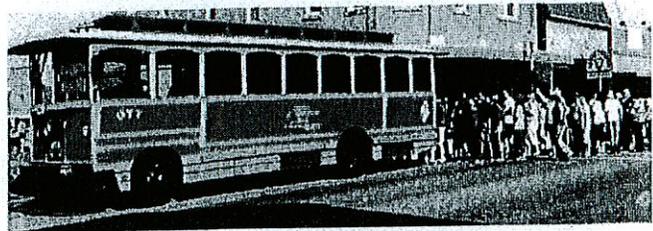
Shop, Dine & Play

In Old Town Pocatello



www.oldtownpocatello.com

Targeted marketing campaign launched and automation of social media and weekly updates!



The Citizens Community Bank Old Town Trolley made its debut this year!



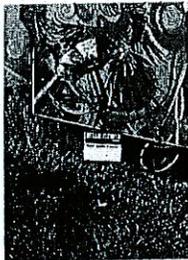
Haunted History Walking Tours
 October 10, 16, 17, 23,
 24, & 30
 Tickets then Available
 208-232-7545, 420 W. Main St.
www.oldtownpocatello.com



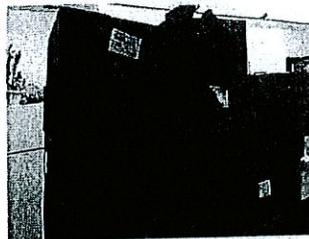
Steve Eaton & Mike Sanders came to play a benefit concert in August!



The Historic Greyhound Neon Sign once again shines brightly every evening!



Hello Flower Public Art Project!



Thank you Spaulding Foundation. It's going to be another beautiful Christmas Season in Old Town Pocatello!

Come Shop, Dine & Play!



Why a strong and developing downtown area is important -

"Why should we invest in downtown?" Great question! The Old Town area is an important and worthwhile investment in the economic health and quality of life in your community.

- **Downtown is a symbol of community economic health, local quality of life, pride, and community history.** These are all factors in industrial, commercial and professional recruitment.
- **A vital Downtown retains and creates jobs, which also means a stronger tax base.** Long-term revitalization establishes capable businesses that use public services and provide tax revenues for the community.
- **Downtown is also a good incubator for new small businesses** – the building blocks of a healthy economy. Strip centers and malls are often too expensive for new entrepreneurs.
- **A vital Downtown area reduces sprawl** by concentrating retail in one area and uses community resources wisely, such as infrastructure, tax dollars and land.
- **A healthy Downtown core protects property values** in surrounding residential neighborhoods.
- **The traditional commercial district is an ideal location for independent businesses, which in turn:**
 - Keep profits in town. Chain businesses send profits out of town.
 - Supports local families with family-owned businesses.
 - Supports local community projects, such as ball teams and schools.
 - Provide an extremely stable economic foundation, as opposed to a few large businesses and chains with no ties to stay in the community.
- **A revitalized Downtown increases the community's options for goods and services:** whether for basic staples, like clothing, food and professional services or less traditional function such as housing and entertainment.
- **Many Downtown districts become tourist attractions** by virtue of the character of buildings, location, selection of unique businesses, and events held there.

Source: National Main Street Program sponsored by The National Trust For Historic Preservation.



Old Town Pocatello, Inc.
2015 Annual Meeting
Thursday, October 29, 2015
Old Town Pavilion

AGENDA

Call to Order

Confirmation of Quorum

2014-2015 Board Member Introductions

Review & Approve Agenda for 2015 Annual Meeting

Review & Approve 2014 Annual Meeting Minutes

Presentation of 2015-2016 Budget

Year in Review

Election Results 2015-2016 Board of Directors

Confirmation of New Board Members

Annual Awards Presentation

Other Business

Adjourn

**Old Town Pocatello, Inc.
2014 Annual Meeting Minutes
Thursday, October 30, 2014
Old Town Pocatello Pavilion**

Call to Order

The 2014 Annual Meeting was called to order by Chair Sandy Hartwig at 6:00pm.

Confirmation of a Quorum

Stephanie Palagi confirmed that a quorum was present.

Approval of Agenda

The agenda for the 2014 Annual Meeting was approved as presented, MSA (Paul Anderson, Will Petersen.)

Approval of Minutes from 2013 Annual Meeting

The 2013 Annual Meeting Minutes were approved as presented, MSA (Jane Warnock, Stan Gates.)

Financial Report

Andrew Smart presented the proposed budget for the fiscal year 2014-2015. The budget for the 2014-2015 year was approved as presented, MSA (Will Petersen, Jane Warnock.)

The Year in Review

Stephanie reviewed the goals and projects the Business Improvement District had accomplished during the fiscal year.

Outgoing Board Members

Sandy thanked outgoing board member Alan Crandall for his years of service to Old Town Pocatello.

Confirmation of New Board Members

There were three Board positions available and all were uncontested. Sandy welcomed returning board members Stan Gates, Kerry Harmon and Dorinda Heberlein. Confirmation of board members, it was MSA (Paul Anderson, Jane Warnock.)

Award Presentations

The Annual Awards were presented by Board members. Winners were:

Spirit of Main Street Award	Stan & Sharon Gates
Historic Restoration Award	Chief Theater Neon Sign Project
Rehabilitation Award	Molinelli's Jewelers
Curb Appeal Award	The Elwen Cottage
Curb Appeal Award	TD Therapy
New Generation Award	Pocatello Running Company
New Generation Award	Villano's Italian
President's Award	Paul Anderson
Lifetime Advocate Award	Dorsey Hill our very own Fairy Godmother

Other Business

A motion to destroy the ballots was presented, MSA (Jane Warnock, Lance Buttars.)
Will Peterson recognized the recent renovations at PV's Uncorked on Main.

Closing Remarks

Sandy thanked everyone for coming to the meeting and for supporting Old Town Pocatello.
Jane recognized Stephanie for her contributions.

Adjourn

There being no further business, the meeting adjourned at 6:28pm, MSA (Will Peterson, Jane Warnock.)

Old Town Pocatello
2015-2016
Annual Meeting Proposed
Fiscal Year Budget

	<u>Oct 15 - Sept 16</u>
Ordinary Income/Expense	
Income	
BID Revenues	76,000.00
Contributions	
Event Income	19,000.00
Total Contributions	95,000.00
Reimbursements	0.00
Total Income	<u>95,000.00</u>
Expense	
Administration	
Board Training & Development	200.00
City BID Expense	680.00
Dues/Subscription	5,000.00
Insurance - Business	1,600.00
Office Expense	
Taxes - Other	200.00
Bank and Service Charges	150.00
Equipment Purchase	400.00
Equipment Rental	1,400.00
Copier Maintenance	1,000.00
Internet Expenses	0.00
Miscellaneous	0.00
Office Supplies	2,000.00
Office Cleaning	0.00
Postage	600.00
Property Taxes	4,000.00
Building Payment	4,500.00
Depreciation	5,828.00
Repairs/Maintenance	2,500.00
Telephone & Internet	1,344.00
Travel & Meals	500.00
Utilities	6,000.00
Lawn Care/Snow Removal	1,500.00
Tree Lights	1,000.00
Annual Meeting	600.00
Hanging Basket	0.00
Total Office Expense	41,202.00
Staffing	
Executive Director Ben Reimb	10,825.25
Executive Director Salary	35,374.75
Executive Director Health Reimb	4,800.00
Outside Office Help	4,128.00
Payroll Tax Expense	3,000.00
Professional Development	0.00
Staff Payroll	0.00
Total Staffing	58,128.00
Total Administration	<u>99,330.00</u>
Design Committee	
Downtown Revitalization Projects	2,000.00
Eastside Development	2,000.00
Total Design Committee	4,000.00
Economic Restructuring	
ER Projects	1,000.00
Total Economic Restructuring	1,000.00
Promotion	
Event Expense	5,000.00
Advertising Expense	5,000.00
Total Promotion	10,000.00
Total Committee Expense	15,000.00
Total Expense	<u>114,830.00</u>
Net Ordinary Income	<u>-19,830.00</u>
Other Income/Expense	
Other Income	
Interest Income	0.00
Fundraising/Donations/Gifts	8,500.00
Grants	8,500.00
Pavilion Rental	4,000.00
Total Other Income	21,000.00
Other Expense	
Interest Expense	0.00
Total Other Expense	0.00
Net Other Income	<u>21,000.00</u>
Net Income	<u>1,170.00</u>



Old Town News *Shop, Dine & Play!*

4th Quarter 2015

Trick-or-Treat the Old Town Streets Returns on Halloween from 3 to 5:30pm

The streets in Old Town will be filled with ghosts, goblins, pirates and princesses on Halloween afternoon as our businesses and merchants carry on the tradition of "Trick-or-Treat the Old Town Streets." The orange pumpkin signs will once again indicate participating merchants. Thank you to all of the Old Town folks that participate to make this event safe and enjoyable for the families of Pocatello and Chubbuck.

Old Town Pocatello, Inc. Annual Meeting

Plan to join the Old Town Pocatello, Inc. Board of Directors for the Annual Meeting on Thursday, October 29, at the Old Town office, 420 N. Main Street. All property owners and business owners in Old Town are invited to attend. Registration begins at 5:30pm and the business meeting, including the annual awards, will begin at 6pm. Refreshments will be provided.



Why should you shop, dine & play in Old Town Pocatello? Because our collection of specialty shops, restaurants, art galleries, bars, pubs, studios, schools and professional offices (all 242 of them) are all owned by small business people who live right here. They offer a wonderful variety of inventories, foods and services and they support our local community. They hire local and they buy local too. It doesn't have to be a special day or a holiday (although we love the holidays), please shop, dine and play everyday in Old Town Pocatello! Locals Love Locals!

SMALL BUSINESS
SATURDAY.
NOV 28

Support Your Local Small Businesses!



PRESENTS

NIGHT OF 1,000 SANTAS Festival & Night Lights Parade In Historic Old Town Pocatello Friday, November 27

Get Your Santa Hat! Help fill the streets of Old Town with Santas the day after Thanksgiving! Beginning November 6, visit Muse Boutique Salon & Spa at 501 N. Main Street for a complimentary Santa Hat. 1,000 hats will be given to the young and old alike!

Santa Arrives! On November 27th, the day after Thanksgiving, Santa will arrive at the Old Town Pavilion at 3pm and will visit with kids until 6pm. There will be music, food, cookies and more.

Night Lights Parade Begins! At 6:30pm the Night Lights Parade will wind its way through Old Town to usher in the Christmas Season. Show your community spirit and be sure to wear your Santa Hat!



Parade entry forms, instructions and more details about this year's Night of 1,000 Santas is available at www.oldtownpocatello.com.

Upcoming Events

Shop, Dine & Play in Old Town



- Oct 16, 17, 23, 24 & 30 Haunted History Walking Tours
- Oct 29 Old Town Pocatello, Inc. Annual Meeting 5:30pm
- Oct 31 Trick-or-Treat the Old Town Streets from 3-5:30pm
- Nov 6 November First Friday Art Walk 5-8pm
- Nov 27 Muse Boutique Salon & Spa Presents "Night of 1,000 Santas Festival & Night Lights Parade"
- Nov 28 Shop Small - Small Business Saturday - Shop in Old Town Pocatello!
- Dec 4 December First Friday Art Walk 5-8pm
- Dec 19 Shop Til' You Drop Saturday - The Last Saturday To Shop Small Before Christmas - Shop Old Town!
- Dec 24 Last shopping day before Christmas - Shop Local, Shop Small, Shop in Old Town!
- Jan 1 January First Friday Art Walk 5-8pm
- Feb 5 February First Friday Art Walk 5-8pm
- Mar 4 March First Friday Art Walk 5-8pm
- Mar 5 Idaho Bridal Fair, registration is now open at www.idahobridalfair.com
- Mar 12 Gate City Brewfest - tickets go on sale

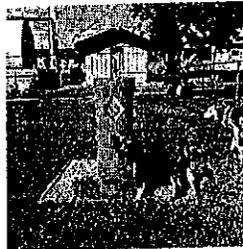
Details about these events are available on-line www.oldtownpocatello.com and on our mobile app!

December 1, in time for holiday gift giving!
\$25 Unlimited Pours,
over 50 beers to taste
along with great food,
music and good company!



Bark Park Open All Winter

Please remember the Bark Park will remain open all winter for our furry friends. The water fountain will be turned off in October so be sure to bring water along with you during the cold months.



*There Is Always Something
Happening In Old Town.
Come Shop, Dine & Play Today!*



Old Town Pocatello, Inc.
420 North Main St.
Pocatello, ID 83204
208-232-7545
www.oldtownpocatello.com



Available Spaces For Sale or Lease

If you have a property for sale or lease and you have not contacted the Old Town office, please call 208-232-7545 today. We will add the property on our "Available Properties List" to assist in your recruiting efforts.

AGENDA

ITEM

NO. 10

December 28, 2015

Pocatello City Council
Attn. Ruth Whitworth, City Clerk
P.O. Box 4169
Pocatello, ID 83205-4169

Re: Request for an above ground storage tank size exception at the new Western States Cat facility.

Dear Mayor and Members of the Pocatello City Council,

Dale's Service, Inc., our fuel system contractor, submitted a permit to install two new above ground storage tanks; a double wall 1,200 gallon tank and a 2,500 gallon split tank for our Engine Dyno and our Rental Equipment Fueling Area. Unfortunately, upon receiving the application the Fire Department informed them that the City of Pocatello has an ordinance in place that restricts the capacity of new above ground tanks to 1,000 gallons. With this ordinance in place the Fire Department cannot issue the permits, despite the fact that the tanks otherwise meet all Uniform Fire Code requirements.

We were instructed by the Fire Marshal to request to the City Council for an exception from this section of Code (15.12.080). Therefore, we respectfully request an exception at this time. The Fire Department has copies of the permit applications and we can provide them to you as well, if desired.

We appreciate your consideration and prompt action on this request. If you have any questions concerning this request please contact me at [REDACTED] or via e-mail at dmckinnon@tertco.com.

Sincerely,

Dave McKinnon



FIRE PREVENTION BUREAU

408 E Whitman Pocatello, ID 83201-6450
(208) 234-6201 ♦ Fax: (208) 233-4034
Prevention Bureau (208) 234-6203
David Gates, Fire Chief
Thomas Sanford, Fire Marshal



To: Mayor Brian Blad and Pocatello City Council

Date: December 29, 2015

RE: Request for exception from City Ordinance 2930, 2014 (Codified as 15.12.080)

Application for the installation of five (5) above ground hazardous materials storage tanks to be located at 8403 S 5th Avenue Pocatello, Idaho (Western States Equipment Inc.) was made by Dale's Service Incorporated 7755 Mossy Cup, Boise Idaho 83709 and received by the Fire Department on December 10th, 2015. The installation of tanks larger than what is currently allowed by city ordinance 2930, 2014 (1000 gallons maximum) is necessary to facilitate operations at the Western States Equipment complex.

It is believed that the ordinance in question was put into effect due to the adopted fire code at the time, not adequately addressing safety concerns.

The currently adopted International Fire Code 2012 edition provides the authority having jurisdiction the ability to administer and enforce the code with a higher degree of flexibility while still "providing a reasonable level of life safety and property protection from the hazards of fire, explosion or dangerous conditions".

It is for this reason, that the Pocatello Fire Department Fire Prevention Bureau is in favor of allowing an exception from city ordinance 2930, 2014, as requested, for the installation of above ground storage tanks at the location in question. Exception from this ordinance will in no way exempt or absolve Dale's Service Inc. or Western States Equipment from compliance with all other state or local codes regarding the installation of these, or any additional above or below ground storage tanks.

Sincerely,

Captain Glen A. Powell
Fire Prevention – Code Enforcement

file

AGENDA

ITEM

NO. 11

Executive Summary: Capital Facility Grant Rural 5339, Transit

January 7, 2016 Regular City Council Meeting

Council may wish to consider accepting a one-time capital grant award for bus-related facilities, subject to Legal review. The Federal Transit Administration (FTA), through the Idaho Transportation Department (ITD), has awarded Pocatello Regional Transit the following grant under Section 5339:

\$525,000 for Capital Bus Facility and Equipment—the grant reimburses eighty percent of eligible Transit Facility Improvements and Equipment costs. These funds were approved prior to construction but were delayed pending approval of the State Management Plan. The local match is derived from PRT Rural Program revenues. No additional City funds are required.

Disbursement—due to limits published in ITD’s annual Program of Projects, the grant will be disbursed in two installments, each with its separate agreement document. The first will be for Fiscal Year 2014 in the amount of \$399,000; the second will be for Fiscal Year 2015 in the amount of \$126,000. The scope, rules, terms, and conditions will be the same for each disbursement.

Application and Timeline—the capital funds apply to work completed previously by pre-award authority. This grant completes the federal share of eligible expenses for the new facility to date, and any balance of funds can be applied to related improvements and equipment within the scope of the project for a total of four years from the date of apportionment. Any new projects would be subject to legal/financial review and Council approval.



IDAHO TRANSPORTATION DEPARTMENT

IDAHO TRANSPORTATION DEPARTMENT

Public Transportation

3311 W. State Street

Boise, Idaho 83703

Phone: 800-527-7985 • Fax: 208-334-4424

5339 Subrecipient Funding Agreement

Effective April 1, 2015 – September 30, 2017

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This Funding Agreement is entered into by the *State of Idaho, Idaho Transportation Department*, hereinafter referred to as the **DEPARTMENT**, and *Pocatello Regional Transit*, hereinafter referred to as the **SUBRECIPIENT**. This Funding Agreement is anticipated to be effective as of April 1, 2015 and expire on March 31, 2017.

SECTION 1 - General Requirements

I. General Requirements

1. **SUBRECIPIENT** shall comply with the rules, regulations and policies as outlined by the United States Department of Transportation, Federal Transit Administration, hereinafter referred to as "FTA", in 49 U.S.C., Section 5339 of the Federal Transportation Act.
2. **SUBRECIPIENT** will support the goals and objectives of the Section 5339 Program, which goals are to enhance the access of people in non-urbanized areas to health care, shopping, education, employment, public services and recreation; to assist in the maintenance, development, improvement, and use of public transportation systems in rural and small non-urbanized areas; to encourage and facilitate the most efficient use of all Federal funds used to provide passenger transportation in non-urbanized areas through the coordination of programs and services; to assist the development and support of intercity bus transportation; and to provide for the development of private transportation providers in non-urbanized areas to the maximum extent feasible.

SUBRECIPIENT must have legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this agreement.

SUBRECIPIENT must maintain funds received under this contract in separate ledger accounts and cannot mix these funds with other funding sources. **SUBRECIPIENT** must manage funds according to applicable regulations for administrative requirements, cost principles, and audits.

3. Changes and Modifications:
 - a. **SUBRECIPIENT** may request changes in the general scope of this Funding Agreement, but such changes shall be limited to changes that would expedite achievement of the objectives.
 - b. If any change in scope of this Funding Agreement causes an increase or decrease in the cost or time required of **SUBRECIPIENT** for the performance of any part of the work or services under this Funding Agreement, an equitable adjustment, to the mutual satisfaction of both parties, shall be made and the Funding Agreement modified in writing accordingly. Any claim for adjustment of cost by **SUBRECIPIENT** must be made in writing, stating the justification for such claim. The adjustments proposed must be made on the budget format used for this Funding Agreement.
 - c. The approved budget included in this Funding Agreement, or the most recent modification signed by **SUBRECIPIENT** and the **DEPARTMENT** shall be the official budget.
4. **SUBRECIPIENT** agrees to attempt to resolve disputes arising from this Funding Agreement by administrative processes and negotiation in lieu of litigation. The **SUBRECIPIENT** shall continue to perform the services to be performed outlined during the dispute.
5. The **DEPARTMENT** has certain FTA requirements for reporting, monitoring and inspections. The **SUBRECIPIENT** understands and agrees that failure to cooperate with the **DEPARTMENT's** requests for

reporting, monitoring or inspections could jeopardize funding and require reimbursement of funds from **SUBRECIPIENT**.

6. The **SUBRECIPIENT** if procuring any Capital understands and agrees to the following:
 - a. The **SUBRECIPIENT**, if procuring buses acknowledges that Transit Vehicle Manufacturers (TVM) must have an approved FTA DBE Program and Goal prior to bidding on contract. For a current listing, see http://www.fta.dot.gov/documents/TVM_posting4.7.09.pdf11.pdf
 - b. The **SUBRECIPIENT**, if procuring buses, acknowledges the minimum useful life of procured buses as stated in the "Service to be Performed" part of this agreement.
 - c. The **SUBRECIPIENT**, if undertaking a facility or station rehabilitation project, acknowledges that any new and altered facilities, including rail stations, bus stops, and airports, are subject to ADA standards for transportation facilities (found at <http://www.access-board.gov/ada-aba/ada-standards-dot.cfm>). New or remanufactured buses, vans, rail cars, and other modes of public transit must meet ADA vehicle standards (found at: <http://www.access-board.gov/guidelines-and-standards/transportation/facilities/about-the-ada-standards-for-transportation-facilities/ada-standards-for-transportation-facilities-single-file>). Note: US DOT regulations implementing the transportation provisions of the ADA are codified at 49 CFR Parts 27, 37 and 38 and can be found on the Office of Civil Rights ADA website (www.fta.dot.gov/ada)
 - d. The **SUBRECIPIENT** acknowledges any and all changes to the project must be approved in writing and in advance by the **DEPARTMENT**.
 - e. The **SUBRECIPIENT**, if undertaking a construction project, acknowledges the requirement to have any and all associated environmental certifications approved before beginning work.
 - f. The **SUBRECIPIENT** is responsible for the maintenance of Capital Items under the contract.
 - g. Administrative and operating staff is available and capable in delivering services related to this Capital grant, as specified in the **SUBRECIPIENT's** Scope of Work to the **DEPARTMENT** and as outlined in this Funding Agreement.

II. Reports

The **SUBRECIPIENT** agrees to report quarterly on the following:

- Implementation Plan detailing your goals for the month and identify any risks, constraints etc.
- At the end of the quarter you will need to report on the milestone(s) for the month and again address any risks, constraints, etc.
- Any other required reporting as per FTA required reporting.

III. Billing

The **SUBRECIPIENT** agrees to submit ITD-PT approved invoices for Request for Reimbursement (RFR) monthly and must include all supporting backup documentation to support allowable expenses that comply with Federal Cost Principles, (2 CFR 200, Subpart E, formally OMB A-87 for State and Local Government and OMB A-122 for Non-Profit Organizations).

SECTION 2 – Budget and Scope of Work

The **DEPARTMENT** enters into this Funding Agreement pursuant to authority granted to it in Title 40, Chapter 7, Idaho Code. The **SUBRECIPIENT** agrees to undertake performance of this Funding Agreement under the terms and conditions set forth herein.

The **SUBRECIPIENT** agrees to provide, and the **DEPARTMENT** agrees to accept, the services detailed in the Scope of Work, Services to be performed and generally described as follows as part of 49 U.S.C., Section 5339 Program authorized under FTA.

Project Phase	Federal	Match	Total Project Cost
Capital (80/20)	\$399,000.00	\$99,750.00	\$498,750.00
Total Project Awarded			

Scope of Work
<p>Brief Description of Scope of Work:</p> <p>Rural continued funding to support capital for Pocatello Transit Facility. This is located at 5815 S. 5th Ave, Pocatello, ID 83204</p>
<p>Detailed Scope of Work</p> <p>Funding to support continued progress of the Pocatello Transit Facility located at 5815 S. 5th Ave, Pocatello, ID 83204</p> <p><i>Useful life:</i> 40 Years once completed – FTA will have a vested interest in this facility for a maximum of 40 years. This will result in either a Lien or other form of agreement once the project is complete. ITD-PT and PRT will discuss options once final payment is made on this grant.</p>

Section 3 – Standard Terms and Conditions

1. **TERMS.** Alteration of the terms of this Standard Funding Agreement (Agreement) may only be made by a joint memorandum directing the change and signed by both the Idaho Transportation Department (**DEPARTMENT**) and the **SUBRECIPIENT**.
2. **PERFORMANCE.** The failure of the **DEPARTMENT** to require strict performance of any term or condition of this Agreement, or to exercise any option herein, in any instance, shall not be construed to be a waiver or relinquishment of any such term or condition. The same shall be and remain in full force and effect, unless there is a prior written waiver by the **DEPARTMENT**.
3. **FISCAL RECORDS.** The **SUBRECIPIENT** agrees to maintain, according to generally accepted accounting procedures, all fiscal records, including its books, audit papers, documents, and any other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be available for and subject to inspection, review or audit and copying by the **DEPARTMENT** and other personnel duly authorized by the **DEPARTMENT** or federal inspectors or auditors at all reasonable times, at either the **SUBRECIPIENT**'s principal place of business or upon premises designated by the **DEPARTMENT**. Failure to follow acceptable accounting procedures may result in termination of this Funding Agreement and reimbursement of funds to the **DEPARTMENT**.
4. **MAINTENANCE OF RECORDS.** The **SUBRECIPIENT** shall maintain all records and documents relevant to this Agreement for three (3) years after notice of federal grant closeout. The **DEPARTMENT**, and any persons duly authorized by the **DEPARTMENT**, shall have full access to and the rights to inspect, review, and audit any record or document during the retention period. If an audit, litigation or other action involving records is initiated before the three (3) year period has expired, the records must be retained until all issues arising out of such action are resolved, or until an additional three (3) year period has passed, whichever is later.
5. **MONITORING.** The **SUBRECIPIENT** shall be monitored on a frequency to be determined by the **DEPARTMENT** and the program shall be periodically reviewed. The results of this program review may be used with other information to evaluate the **SUBRECIPIENT**'s provision of services funded by this Agreement.
6. **INDEMNIFICATION BY THE SUBRECIPIENT.** The **SUBRECIPIENT** shall indemnify, defend and save harmless the State of Idaho, and the **DEPARTMENT**, its officers, agents and employees, from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of others or any employee of the **SUBRECIPIENT** caused by or arising out of the **SUBRECIPIENT**'s performance, act, or omission of any term of this Agreement. Nothing in this provision shall extend the **SUBRECIPIENT**'s indemnification of the **DEPARTMENT** beyond the liability of the **DEPARTMENT** provided in the Idaho Tort Claims Act, Idaho Code Section 6-901 et seq.
7. **INDEPENDENT CONTRACTOR STATUS.** As an independent contractor, **SUBRECIPIENT** is responsible for all employee-related benefits, such as paid leaves and health insurance, and withholding and payment of F.I.C.A., F.U.T.A., and income taxes for federal and state purposes. The **DEPARTMENT** shall not be responsible for

those employee-related benefits and tax items, and the **SUBRECIPIENT** shall indemnify, defend and save harmless the State of Idaho and the Department for any liability, cost or expense, including any interest, penalties and attorney's fees, that may be connected with the **SUBRECIPIENT's** failure to provide or pay such items.

8. **CONFIDENTIALITY.** It is expressly acknowledged and agreed that the **SUBRECIPIENT** shall observe the confidentiality of information provisions of the Idaho Code, and pertinent state and federal rules and regulations. The **DEPARTMENT** will furnish the **SUBRECIPIENT** with applicable statutes, rules and regulations upon receipt of written request for them. Further, the **SUBRECIPIENT** acknowledges that pursuant to Idaho Code Section 9-335 et seq., information or documents received from **SUBRECIPIENT** may be open to public inspection and copying unless exempt.
9. **NONDISCRIMINATION.** The **SUBRECIPIENT** hereby agrees to provide all services funded through or affected by this Agreement without discrimination on the basis of race, color, national origin, sex, age, religion or physical/mental impairment, and to comply with all relevant state and federal laws regarding anti-discrimination.
10. **LOBBYING.**
 - a. **Influence.** The **SUBRECIPIENT** certifies that none of the funds provided by this Agreement have been paid or will be paid by or on behalf of the **SUBRECIPIENT** to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, Funding Agreement, loan or cooperative Funding Agreement.
 - b. **Standard Form LLL.** If any funds, other than funds provided by this Agreement, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with this Agreement, the **SUBRECIPIENT** shall complete and submit Standard Form LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions, and a copy of Standard Form LLL to the **DEPARTMENT**. (See attachment E – Disclosure Lobbying Activities)

<http://www.whitehouse.gov/sites/default/files/omb/grants/sflllin.pdf>
 - c. **False Statement.** The **SUBRECIPIENT** understands that a false statement regarding the lobbying certification may be grounds for rejection or termination of the Agreement, and that **SUBRECIPIENT'S** signature upon this 'Standard Funding Agreement' is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. In addition, under Section 1352, Title 31 U.S. Code, a false statement shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such false statement.
11. **AUDIT.** The **SUBRECIPIENT** must comply with the terms of all Federal and State audit requirements. **SUBRECIPIENT'S** audit must comply with Generally Accepted Governmental Accounting Standards (GAGAS). Funds provided under this Agreement may be used to pay for compliance with this requirement in proportion to other funding sources available to the **SUBRECIPIENT**.

Audit and Review Requirements:

- a. In accordance with the "Single Audit Act Amendments of 1996" an entity expending \$750,000 or more in a year in combined Federal awards, (including any funds received from Federal sources outside the

DEPARTMENT) US Federal contracts, subcontracts, loan grants, sub-grants, and/or cooperative agreements requires an A-133 Single Audit or program-specific audit each fiscal year.

- b. In addition, all Local Government Entities excluding non-profits and private for profit must follow the audit requirements identified in Idaho Statutes – Title 67 State Government and State Affairs Chapter 4 <http://www.legislature.idaho.gov/idstat/Title67/T67CH4SECT67-450B.htm>
 - c. Subrecipient who expends \$750,000 or more in a year of combined Federal awards must complete audit within nine months after end of the subrecipients fiscal year and submit a copy of any final audit to **DEPARTMENT** within 30 days after receipt of the audit report.
12. **TERMINATION FOR CONVENIENCE.** The **DEPARTMENT** or the **SUBRECIPIENT** may cancel this Agreement at any time without cause upon thirty (30) calendar days' written notice specifying the date of termination. The obligations and liabilities of the parties shall cease upon the date of termination, except that the obligations or liabilities incurred prior to the termination date shall be honored. Upon termination the **DEPARTMENT** and **SUBRECIPIENT** shall determine the amount of compensation, if any, to be paid by the **SUBRECIPIENT** to the **DEPARTMENT** in order to avoid any State liability to FTA or others. All disposition of equipment due to project termination shall be in accordance with instruction from the **DEPARTMENT**.
13. **FEDERAL FUNDING.** The State is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho. All funding is contingent upon the availability of federal funds and continued authorization of program activities. Changes in legislation may require modification to this Agreement in program and funding and any such changes may be incorporated into this Agreement. It is understood that the State has the right to terminate or otherwise modify this Agreement if federal funding or authority is terminated.
14. **THIRD PARTY CONTRACTING.** If a federal or state audit indicates that payments to the Contractor fail to comply with applicable federal or state laws, rules or regulations, the **SUBRECIPIENT** shall refund and pay to the **DEPARTMENT** any compensation paid to Contractor arising from such noncompliance, plus costs, including audit costs.
- a. **Tribes.** If the **SUBRECIPIENT** is a Tribe, the Tribes' Contractor and **DEPARTMENT** recognize that services performed pursuant to this Funding Agreement by said Contractor and all approved subcontractors within reservation boundaries are subject to applicable laws, ordinances and regulations of the Tribe. Nothing in this Agreement should be construed as a waiver of sovereign immunity.
 - b. **Illegal Aliens.** **SUBRECIPIENT** warrants that any contract resulting from a Solicitation is subject to Executive Order 2009-10 (http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html); it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for termination of its contract.
15. **LIABILITY INSURANCE.** **SUBRECIPIENT** shall have a liability insurance policy in effect at all times during the term of this Agreement. The policy shall cover all damage arising out of personal injury to or destruction of property in any one occurrence on any revenue vehicle not covered by 49 CFR Part 387.
- a. The policy shall provide not less than \$500,000 in policy limits per incident and shall name the **DEPARTMENT** as an additional named insured for the public liability portion of the policy.

- b. The policy shall name the **DEPARTMENT** as "loss payee" of the property damage portion of the policy.
16. COMMON RULE. **SUBRECIPIENT** will follow the "Common Rule" FTA C 5010
http://www.fta.dot.gov/documents/C_5010_1D_Finalpub.pdf
17. OFFICE OF MANAGEMENT AND BUDGET CIRCULAR. **SUBRECIPIENT's** operation will comply with the applicable Office of Management and Budget Circulars:
2 CFR230 (OMB Circular A-122) Cost Principles for Non-Profit Organizations
2 CFR225 (OMB Circular A-87) Cost Principle for State Local and Indian Tribal Governments
18. FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION (FMCSA). **SUBRECIPIENTS** who cross state lines shall abide by the FMCSA insurance requirements and is required to have security for the required minimum limits as follows:
- a. Any vehicle designed or used to transport more than 8 passengers (including the driver): \$1,500,000
- b. Any vehicle with a seating capacity of 16 passengers or more: \$5,000,000

<http://www.fmcsa.dot.gov/rules-regulations/administration/fmcsr/fmcsrruletext.aspx?reg=387.303>

19. PROCUREMENT REQUIREMENTS. **SUBRECIPIENT** will follow the following procurement guidelines.
- a. Micro Purchase: **\$1-\$3000 - Follow FTA procurement rules**. The **SUBRECIPIENT** may acquire property and services valued at less than \$3,000 without obtaining competitive quotations. **SUBRECIPIENT** shall maintain documentation reflecting that the price paid was fair and reasonable. Note: Davis-Bacon prevailing wage requirements will apply to construction contracts exceeding \$2,000.
- b. Small Purchase: **\$3,001-\$9,999 - Follow FTA procurement rules**. The **SUBRECIPIENT** may acquire property and services valued at \$3,001-\$9,999 by obtaining 3 or more price or rate quotations. **SUBRECIPIENT** shall maintain documentation reflecting that the price paid was fair and reasonable.
- c. Small Purchase: **\$10,001-\$99,999 - Follow STATE procurement rules**. The **SUBRECIPIENT** may acquire property and services valued at \$10,000-\$99,999 by following the STATE Request for Quote (RFQ) process detailed in IDAPA 38.05.01.044.
- d. Large Purchase: **\$100,000 and up Follow STATE procurement rules**. The **SUBRECIPIENT** may acquire property and services valued at \$100,000 or more by following the STATE Request for Quote (RFQ) process detailed in IDAPA 38.05.01.044. Sealed bids are required.

Purchase threshold amounts are cumulative and include option years. **SUBRECIPIENTS** may not divide or reduce purchases to fall within a preferred purchase threshold. Where STATE procurement rules are to be followed there are also mandatory FEDERAL clauses that must be included in bids and resulting contracts. Refer to the following documents for compliance on purchase procedures:

Idaho Administrative Code, Rules of the Division of Purchasing (IDAPA 38.05.01.)
<http://adminrules.idaho.gov/rules/current/38/0501.pdf>

Certified Disadvantage Business Enterprises. Use the DBE Directory and include any eligible DBE in your solicitations: <http://www.itd.idaho.gov/civil/dbefirms.htm>

FTA Best Practices Procurement Manual: http://www.fta.dot.gov/grants/13054_6037.html

FTA Mandatory Contract Clauses: http://www.fta.dot.gov/printer_friendly/12831_6191.html#fedreq

To develop a list of Federal Clauses that applies to SUBRECIPIENTS' specific procurements:
<http://www.nationalrtap.org/WebApps/ProcurementPRO.aspx>

FTA's third party procurement (C4220.1F) resource:
http://www.fta.dot.gov/legislation_law/12349_8641.html

20. **TRAVEL REQUIREMENTS. SUBRECIPIENT** must follow State of Idaho travel guidelines for reimbursement for travel. Refer to <http://www.sco.idaho.gov/web/sbe/sbeweb.nsf/pages/trvlpolicy.htm> or your agency's travel rules, whichever are more restrictive.
21. **FTA CERTIFICATIONS AND ASSURANCES. SUBRECIPIENT** certifies and assures that they will comply with the applicable portions of FTA Certifications and Assurance.
22. **REMEDIES UPON FAILURE TO FOLLOW CONTRACT REQUIREMENTS:** In addition to any other remedies available by law to the **DEPARTMENT**, **SUBRECIPIENT** understands and agrees that should it fail to follow requirements set forth in this Agreement, including all attachments thereto, the **DEPARTMENT**, following written notice of termination as provided in Paragraph 12 and written demand, shall have the right to levy upon, seize and dispose of any property purchased with funds provided to **SUBRECIPIENT** through this Agreement, regardless of the location of such property. **SUBRECIPIENT** understands and agrees that should it refuse to allow the **DEPARTMENT** to seize such property, that **SUBRECIPIENT** agrees to the entry of a judgment against **SUBRECIPIENT** for the amount of funds paid to it to purchase said property, along with attorney fees, litigation costs and interest at the legally specified rate.

This Agreement, together with the Attachments, and documents incorporated herein by reference, set forth the entire Agreement between the parties with respect to the subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein.

WITNESS WHEREOF, the parties have executed this Funding Agreement.

SUBRECIPIENT:

City Of Pocatello, Idaho
Name of Organization

Brian C. Blad
Name of Signature Authority (printed)

Title: Mayor

Signature

Date

Mailing Address: PO Box 4169
Pocatello, ID 83205

Telephone No.: (208) 234-6163

STATE OF IDAHO:

Idaho Transportation Department

Name of PTM (printed)

Title: Public Transportation Manager,
Public Transportation Group

Signature

Date

Mailing Address: P.O. Box 7129
Boise, ID 83707-1129

Telephone No.: 1-800-527-7985

AGENDA

ITEM

NO. 12

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, EXPRESSING THE POCATELLO CITY COUNCIL'S SUPPORT OF EFFORTS TO CREATE A NEW CLASS OF IDAHO LIQUOR LICENSES WHICH WILL ALLOW RESTAURANTS IN RESORT CITIES AS DEFINED BY IDAHO CODE TO SERVE MIXED DRINKS WITH MEALS FOR THEIR CUSTOMERS WHILE MINIMIZING IMPACTS TO EXISTING LICENSE HOLDERS.

WHEREAS, tourism is a significant economic component for the State of Idaho;
and

WHEREAS, full-service restaurants in which cocktails are available with a meal are an important part of the tourist experience.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF POCATELLO, that the City of Pocatello and its Council Members hereby support

- (1) the efforts to create a new class of Idaho Liquor Licenses which will allow restaurants to serve mixed drinks with meals for their customers; and
- (2) and recognize the value of existing liquor license holders and is not intended to reduce that value, and includes the need to keep this new class of licenses highly restricted, non-transferable, and introduced gradually so as to minimize the impacts to existing license holders.

This Resolution shall be in full force and effect immediately upon its adoption and approval.

RESOLVED this 7th day of January, 2016.

CITY OF POCATELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk

AGENDA

ITEM

NO. 13

IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY

In the matter of:)
 City of Pocatello, Idaho) **Compliance Agreement Schedule**
) **Idaho Code § 39-116A**

1. Pursuant to the Idaho Environmental Protection and Health Act, Idaho Code §§ 39-101 et seq., and the Idaho Rules for Public Drinking Water Systems, IDAPA 58.01.08, the Idaho Department of Environmental Quality (Department) enters into this Compliance Agreement Schedule (CAS) with the City of Pocatello (Pocatello). Pocatello owns and operates a community public drinking water system (System), PWS# ID6030043, serving approximately 16,728 connections and 54,877 persons on a daily basis in and around Pocatello, Idaho.
2. Pursuant to Idaho Code § 39-116A, Pocatello agrees to the terms of this CAS to develop an appropriate schedule for actions necessary for Pocatello to ensure System compliance with Idaho Code §§ 39-101 et seq., and IDAPA 58.01.08.
3. Pocatello submitted a Request for Waiver to the Department on November 13, 2013. The Department reviewed the Request for Waiver and on July 8, 2014 notified Michael Jaglowski, Public Works Director, City of Pocatello that the submittal was insufficient. As Pocatello identified in the Request for Waiver, the current design and function of the System does not meet the requirements of IDAPA 58.01.08.552.01.b.vi, specifically the ability to maintain appropriate distribution pressure in certain zones within the System. Pocatello will perform the following actions as set forth below in order to achieve compliance with IDAPA 58.01.08:
 - a. No later than three (3) years upon execution of this CAS, Pocatello shall submit a Drinking Water Facilities Planning Study (FPS) to the Department. The FPS shall address all of the requirements specified in IDAPA 58.01.08.502. Additionally, the FPS shall include:
 - i. A delineation of Pocatello’s System, which could include a locational inventory of water mains, water services, water valves, and the water system components which are owned, operated and maintained by Pocatello.
 - a.) For purposes of this CAS, “water service” is defined as the water service pipe from the connection at the water main to the public right of way/property line and all associated connective parts to make a complete service. The water service would be depicted on a map as a line from a main water line to a property line/right of way.
 - b.) For purposes of this CAS, “water system components” are defined as any of the hydraulic devices and/or special fittings.

- ii. A list identifying all of Pocatello's agreements between it and any third party which describes ownership and maintenance responsibilities for water service lines within Pocatello's water service boundaries that are not owned operated or maintained as described in Paragraph 3.a.i.
 - iii. Additional requirements and information deemed necessary by the Department in support of Pocatello's revised waiver request submitted in accordance with Paragraph 3.b herein.
 - b. No later than ninety (90) days after execution of this CAS, Pocatello shall submit a revised request for waiver of IDAPA 58.01.08.552.01.b.vi to the Department. In addition to showing that in this instance the requirements of IDAPA 58.01.08.552.01.b.vi are not necessary for the protection of public health, protection from contamination and overall satisfactory operation and maintenance of the public drinking water system, the revised waiver request must include a demonstration of how Pocatello intends to manage distribution pressures within existing and new developments served by the Pocatello System.
- 4. If any event occurs that causes, or may cause, delay in the achievement of any requirement of this CAS, then Pocatello shall notify the Department in writing within ten (10) business days of the date Pocatello knew, or should have known, of the delay. Any notice under this paragraph shall describe in detail the anticipated length of the delay, all anticipated consequences of the delay, measures taken by Pocatello to prevent or minimize the delay, and a timetable by which those measures shall be implemented. Pocatello will utilize all reasonable measures to avoid or minimize any such delay. If the Department determines that the delay or anticipated delay in achieving any requirements of this CAS has been or will be caused by circumstances beyond the reasonable control of Pocatello, then the Department may grant an extension for a period of time agreeable to both Pocatello and the Department. Pocatello expressly recognizes that failure to comply with the terms and conditions of this CAS may result in administrative penalties, assessment of verified costs and expenses, restraining orders, injunctions, attorney's fees, and other relief legally provided for by applicable laws or regulations.
- 5. Unless otherwise set forth specifically herein, the following document submittal and review process (Submittal Review Process) shall be followed regarding submittals required of this CAS. This process shall be followed until the Department approves the document or the document review time frame has expired;
 - a. Within forty-two (42) calendar days of receipt of a submittal by Pocatello, the Department shall 1.) Notify Pocatello in writing the document is approved; 2.) Notify Pocatello in writing of any deficiencies in the document; or, 3.) Notify Pocatello of the Department's extension of the Department's review and comment period. If the Department notifies Pocatello of deficiencies in the document, Pocatello shall submit a revised document to resolve those deficiencies within thirty (30) calendar days of receipt of the Department's notice.

- b. The Submittal Review Process shall be repeated until the Department notifies Pocatello the document is approved. However, the submittal must meet the Department's approval within one hundred forty-four (144) days from the due date for the first submittal of the document, unless the Department provides Pocatello with a written extension of the one hundred forty-four (144) day time frame. Pocatello's failure to obtain Department approval of a submittal within such time frames shall constitute a violation of this CAS.
 - c. If the Department extends its review and comment period beyond the initial forty-two (42) day period described above, the time frames within which Pocatello's documents shall meet the requirements of this CAS shall be extended by an equivalent number of days. Once the Department approves documents, they shall be incorporated herein and made enforceable as a part of this CAS.
6. All communications, notices, reports, and submittals required of Pocatello to the Department by this CAS shall be addressed to:

Tom Hepworth, Regional Engineering Manager
Department of Environmental Quality
Pocatello Regional Office
444 Hospital Way, #300
Pocatello, ID 83201
Tom.Hepworth@deq.idaho.gov
7. All communications, notices, reports, and submittals required of the Department to Pocatello by this CAS shall be addressed to:

Michael R Jaglowski, PE
Public Works Director
City of Pocatello
PO Box 4169
Pocatello, Idaho 83205-4169
mjaglowski@pocatello.us
8. Except to the extent expressly provided herein, this CAS shall not in any way relieve Pocatello of any obligation to comply with any provision of the Idaho Rules for Public Drinking Water Systems, or any other applicable state, local or federal laws or regulations.
9. Pocatello agrees that failure to perform work as prescribed by this CAS or as prescribed by any document approved under this CAS shall be grounds for termination of this CAS and/or other relief provided by Paragraph 4. Any work that deviates from that prescribed in this CAS or documents approved under this CAS shall require prior written approval from the Department.
10. If either the Department or Pocatello desires to amend this CAS, they must do so in writing with a signature by both parties, as allowed by Idaho Code § 39-116A.

11. Pursuant to Idaho Code § 39-116A, the Department and Pocatello shall meet annually to reassess the necessity and appropriateness of this CAS.
12. This CAS shall bind Pocatello, its successors and assigns, until such time as the terms of the CAS are met and the Department terminates the CAS in writing.
13. If any provision of this CAS or part thereof is declared unenforceable or invalid, it shall not affect the validity or enforceability of the remaining provisions of this CAS unless otherwise declared differently by a Court of law.
14. Each undersigned representative to this CAS certifies that he or she is fully authorized to enter into the terms and conditions of this CAS, and to execute and legally bind such party to this document.
15. The effective date of this CAS shall be the date of signature by the Department's Director.

DATED this _____ day of _____, 2015.

By: _____
Brian C. Blad, Mayor
City of Pocatello

Attest:

By: _____
Ruth E. Whitworth, City Clerk

DATED this _____ day of _____, 2015.

By: _____
John H. Tippetts, Director
Department of Environmental Quality

AGENDA

ITEM

NO. 14

Memorandum

To: Mayor Blad and City Council Members

From: Deirdre Castillo, City Engineer *DVC*

Date: December 29, 2015

Re: Supplemental Agreement #3 for the Lewis Street Bridge Project

Discussion

In 2011 the State awarded the City of Pocatello federal aid funds to rehabilitate the Lewis Street Bridge where it crosses the Portneuf River at the concrete channel. The City subsequently entered into an agreement with Keller Associates for engineering services. Preliminary engineering determined that it would be beneficial to replace the bridge rather than rehabilitate it. With a sufficiency rating of 45.0 out of 100 based on ITD-sponsored inspections, the bridge qualifies for complete replacement.

City staff is working with LHTAC (Local Highway Technical Assistance Council), ITD (Idaho Transportation Department), and Keller Associates to finalize the bid documents. During the final design review meeting, ITD bridge and materials engineers requested that Keller Associates re-design the foundation type from drilled pipe piles to H-piles. This was due to recent high bids received for drilled pipe piles and difficulty in locating qualified contractors to install drilled pipe piles.



The additional work includes revising the Phase IV Materials Report, design calculations, bridge plans, special provisions, and quantities, as well as an analysis of the slab type and coordination with U.S. Army Corps of Engineers. Keller Associates requests a supplemental agreement in the amount of \$24,600 for the additional work. A summary of the project budget and Keller Associate's agreement is as follows:

Project Budget			
Project Development (Consultant) PC	FY11		\$265,000.00
Project Development (LHTAC) PL	FY11		\$35,000.00
Project Development (State, Local) PE	FY11		\$10,000.00
Right of Way			\$0.00
Utilities			\$0.00
Construction Engineering CE	FY17		\$9,000.00
Construction Engineering CL	FY17		\$35,000.00
Construction Engineering CC & Contingency	FY17		\$88,000.00
Construction	FY17		\$874,000.00
Subtotal - Estimated Project Costs			\$1,316,000.00
<i>Total Estimated Local Match at 7.34%</i>			
		\$96,594.40	

Summary - Agreement Amount (Keller Associates)			
	Original Agreement Budget	\$190,300.00	
	Supplemental Agreement #1, 10/22/12	\$53,100.00	Rehab versus replace change
	Supplemental Agreement #2, 3/7/2013	\$1,000.00	Add'l cultural resources site
	<i>Supplemental Agreement #3, proposed</i>	<i>\$24,600.00</i>	<i>Change foundation type</i>
	Total, Keller Associates Agreement	\$269,000.00	

To date the City has paid approximately \$27k in local match and \$10k credit towards in-kind surveying and mapping services. The remainder of the local match will be due before the project is bid. The project is currently scheduled for FY17 but LHTAC has asked if the City could advance the project to FY16. If so, then the amount due before the project is bid would be approximately \$59k. This federal aid project is currently scheduled to be budgeted in FY17 in Fund 70 with transfers from the Street Department.

Recommendation

Staff recommends that Council approve Supplemental Agreement #3 between Keller Associates, Inc. and the City of Pocatello for the Lewis St Bridge Project and authorize the Mayor to sign and execute the necessary documents. The City Attorney has reviewed and approved Supplemental Agreement #3.





Supplemental Agreement

ITD 2113 (Rev. 04-11)
itd.idaho.gov

Key Number(s)	Project Name(s)	Project Number(s)	
12444	PORTNEUF RV LEWIS ST BRIDGE	A012(444)	
Consultant Name KELLER ASSOCIATES, INC.	Agreement Number 7981	Date Authorized	Supplemental Number 1166

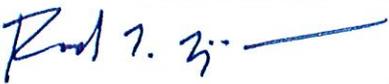
	Not-to-Exceed (NTE) Amount	Additional Services Amount	Agreement Amount	Fixed Fee Amount (Included in NTE)
Original Agreement	\$190,300.00	\$0.00	\$190,300.00	\$20,184.00
Previous Supplementals	\$54,100.00	\$0.00	\$54,100.00	\$1,493.00
This Supplemental	\$24,600.00	\$0.00	\$24,600.00	\$2,580.00
New Totals	\$269,000.00	\$0.00	\$269,000.00	\$24,257.00

The Agreement dated 11/4/2011 between the State and Consultant is hereby modified as the parties hereto mutually agree.

The Consultant will provide additional services as outlined in the attached Scope of Work.

The Agreement Amounts are revised as shown in the table above.

The undersigned Consultant hereby agrees that if this Supplemental Agreement is approved, they will perform the work detailed above and accept payment at the prices shown for the respective items in accordance with the terms of the original Agreement, except as herein provided. **This Supplemental Agreement is not effective until approved by the Chief Engineer or his authorized representative.**

By reason of this proposed change, completion time will be adjusted as follows 3/1/2016	Approved by Local Sponsor CITY OF POCA TELLO
Accepted By KELLER ASSOCIATES, INC.	Local Sponsor Signature Showing Approval Title:
Signature  Title: PRESIDENT	Signature (Approved for the State of Idaho) Title:

REQUEST FOR SUPPLEMENTAL AGREEMENT AND TIME ADJUSTMENT SCOPE OF WORK

PORTNEUF RIVER LEWIS STREET BRIDGE
PROJECT NO. A012(444)
KEY NO. 12444

DESCRIPTION OF CHANGE IN SCOPE

The project scope has evolved as the project development issues have been identified. The below issues identify the items not a part of the Consultant's original scope of work.

1. **Foundation Type:** The final design was based on ITD's March 11, 2013 approval of American Geotechnics' Phase IV Foundation Investigation Report. This report recommended the foundation include drilled pipe piles. Drilled pipe piles were preferred due to very low vibration and noise for adjacent structures and occupants. Pipe pile foundations were relatively new for ITD projects. After the Phase IV approval ITD bid projects with pipe pile foundations and found the cost greater than estimated and there were very few contractors in the region to perform the work. ITD's final design review comments questioned pipe piles and recommended that H-piles be specified. After the final design review a meeting was held to discuss the foundation type. The meeting included ITD Materials, the City, LHTAC and Keller Associates. The result of the meeting was to change the foundation from drilled pipe piles to H-piles. Tasks include:
 - 1.1 Design Calculations: Calculate and layout the pile locations and spacing. Revise design calculations and perform quality control check.
 - 1.2 Bridge Plans: Revise seven existing bridge sheets to reflect H-piles and create one new sheet for H-pile details.
 - 1.3 Special provisions: Update special provisions with dynamic pile testing and CAPWAP analysis.
 - 1.4 Quantities: Update quantities for revised pay items and changes in foundation type. Update substructure reinforcement quantities.
2. **Superstructure:** Task includes evaluating a voided slab superstructure. A final design review comment requested that a voided slab superstructure be evaluated. The thought was voided slabs could reduce the depth of the superstructure and be more economical.
3. **Flood Channel Wall Evaluation:** The original scope was based on no modification to the flood channel wall. At the final design review the City requested an evaluation of cutting down the flood channel wall so the bridge could be lowered and the roadway profile flattened.
 - 3.1 Flood Channel Wall: Evaluate how much of the flood channel wall would need removed to accommodate a lower bridge and roadway profile.
 - 3.2 Hydraulic Modeling: Obtain, run and evaluate the Army Corps of Engineers Portneuf River HEC-2 model in relation to the proposed modification of the flood channel wall. This river model is different from the FEMA model used for the approved ITD-210, Hydraulics Structure Survey.

3.3 **Army Corps of Engineers Coordination:** Coordinate with the Army Corps of Engineer on requirements and conditions to modify the flood channel wall.

4. **Phase V Report:** Revise the Phase V Report to reflect H-piles and associated special provisions.

5. **Meetings and Coordination:** Have an additional design coordination meeting and Bridge PS&E submittal, review and revisions.

Time Extension: Based on the receiving a supplemental notice to proceed prior to November 24, 2015 a time extension is requested through March 1, 2016. This includes the following milestones:

- | | |
|-------------------------------|-------------------|
| • Notice to Proceed | November 24, 2015 |
| • Submit Bridge PS&E | January 5, 2016 |
| • LHTAC/ITD Review | February 2, 2016 |
| • Bridge PS&E Review Meeting | February 9, 2016 |
| • Submit Project PS&E Package | March 1, 2016 |

Assumptions are the bridge plans will be submitted for PS&E approval and then the full PS&E package submitted.

Keller Associates
 Portneuf River Lewis Street Bridge
 KN 12444
 Supplemental

Work Task	Principal	Project Manager	Project Engineer	CAD Technician	Structural Engineer	Clerical	Total Hours	
Supplemental								
1 Foundation Type								
1.1 Design Calculations		2	8		16		26.00	\$4,016.93
1.2 Bridge Plans	2	4	6	30	30		72.00	\$9,289.86
1.3 Quantities		2	3		5		10.00	\$1,504.17
2 Superstructure		1	2		4		7.00	\$1,076.27
3 Flood Channel Wall Evaluation								
3.1 Flood Channel Wall			4		2		6.00	\$770.72
3.2 Hydraulic Modeling			1		6		8.00	\$935.61
3.3 Army Corps of Engineers Coordination	1	5	2		2		10.00	\$1,470.33
4 Phase V Report	1	4			1	2	8.00	\$1,070.16
5 Meetings and Coordination	1	16			8		25.00	\$3,945.81
Sub-Total	5	35	31	30	69	2	172.00	\$24,079.89
TOTAL	5	35	31	30	69	2	172.00	\$24,079.89

CONSULTANT NAME: KELLER ASSOCIATES, INC.
 PROJECT NAME: PORTNEUF RIVER LEWIS STREET BRIDGE
 PROJECT NO. A012(444)
 KEY NO. 12444

A. SUMMARY ESTIMATED LABOR COSTS

		Man-Days		Man-Hours		Hrly Rate		Raw Labor Cost
1	PRINCIPAL	0.63	=	5.00	@	\$65.00	=	\$ 325.00
2	PROJECT MANAGER	4.38	=	35.00	@	\$51.38	=	\$ 1,798.30
3	STRUCTURAL ENGINEER	8.63	=	69.00	@	\$65.00	=	\$ 4,485.00
4	PROJECT ENGINEER	3.88	=	31.00	@	\$36.21	=	\$ 1,122.51
5	CAD TECHNICIAN	3.75	=	30.00	@	\$27.00	=	\$ 810.00
6	PROF. LAND SURVEYOR	0.00	=	0.00	@	\$53.29	=	\$ -
7	TWO MAN SURVEY	0.00	=	0.00	@	\$55.95	=	\$ -
8	CLERICAL	0.25	=	2.00	@	\$23.05	=	\$ 46.10
TOTAL RAW LABOR COST								= \$ 8,586.91

21.50 172

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor Cost X Approved Rate
 \$8,586.91 150.38% = \$12,913.00

C. NET FEE

Total Raw Labor & Overhead X NET FEE
 \$21,499.91 12% = \$2,579.99

Sub-Total \$24,079.89

D. OUT-OF-POCKET EXPENSE SUMMARY

		Estimated Amount		Unit Cost		Estimated Expense
1	MILEAGE (miles)	1000	@	\$ 0.560	=	\$ 560.00
2	AIR TRAVEL	0	@		=	\$ -
3	LODGING (Days)*	0	@	\$ 77.00	=	\$ -
4	MEALS (M&EI Days)	0	@	\$ 46.00	=	\$ -
5	External Printing	0	@	\$ 150.00	=	\$ -
6	TITLE REPORTS	0	@	\$ 300.00	=	\$ -
7		0	@		=	\$ -
8		0	@		=	\$ -

TOTAL ESTIMATED EXPENSE = \$ 560.00

E. SUBCONSULTANTS

1 ** =

2 ** =

TOTAL = \$24,639.89

REQUEST TO BE PLACED ON A COUNCIL AGENDA

Requests to be placed on an agenda must be e-mailed to Agenda.Requests e-mail group before noon on the Thursday before the meeting.

MEETING DATE: January 7, 2016

REGULAR MEETING: STUDY SESSION:

CONTACT PERSON: Deirdre Castillo

DEPARTMENT MAKING REQUEST: Engineering Department

1. HAS ITEM BEEN REVIEWED BY YOUR DEPARTMENT HEAD? YES NO

2. DATE GIVEN TO LEGAL DEPARTMENT FOR REVIEW _____ 12/4/2015 _____

(Information must be provided to the Legal Department 14 days prior to the Agenda Request due date.)

3. ARE THERE ATTACHMENTS (PIA)? YES NO

IF YES, IS 1 COPY ATTACHED? (If copy is not attached, it is due by 5:00 PM on the day this form is due.) YES NO

(If the items are not received by 5:00 PM on the day this form is due your item cannot be placed on the agenda.) I will submit the PIA prior to the due date.

4. IS THIS AGENDA ITEM AN AGREEMENT, CONTRACT, ETC.? YES NO

IF SO, ARE THEY ATTACHED? YES NO

(If the items are not received by 5:00 PM on the day this form is due your item cannot be placed on the agenda.) I will submit the agreement with the PIA.

AGENDA ITEM TITLE: Supplemental Agreement #3 to the Local Professional Services Agreement for the Portneuf River Lewis Street Bridge Project

DESCRIPTION FOR THE AGENDA (Field has unlimited space to type description): Council may wish to authorize the Mayor to sign Supplemental Agreement #3 to the Local Professional Services Agreement between Keller Associates, Inc. and the City of Pocatello for foundation re-design at ITD's request. The cost of this supplemental agreement is \$24,600 which brings the total amount of the agreement to \$269,000. The project requires a 7.34% match, which is budgeted in Fund 70 through transfers from the Street Department.

COUNCIL ACTION:

AGENDA

ITEM

NO. 15

POCATELLO CITY COUNCIL MEETING
JANUARY 7, 2016
AIRPORT LEASE AGREEMENTS
BRUCE BEARD, BILL ERHSTROM, MARK EDWARDS/ELMER SMITH
EXECUTIVE SUMMARY

The Airport is seeking approval of a lease agreements between the City and current tenants, Bruce Beard, William Ehrstrom, and Mark Edwards/Elmer Smith. The tenants currently lease City-owned hangars and as the current lease agreements are expiring and they desire to continue leasing the hangars, new agreements are needed. Each hangar space is approximately 1,760 square feet. The allowed purpose under the leases will be aircraft storage. The terms will be one year with four, one-year renewal options and the rental rate will be \$219.59 per month, reviewed annually and increased at least by the amount of the CPI for the previous 12-month period. Mr. Beard and Mr. Ehrstrom each lease one hangar and Mr. Edwards and Mr. Smith co-lease a single hangar. The lease agreements are subject to Legal review.

AIRPORT HANGAR LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of _____, 201_, by and between the CITY OF POCATELLO, a municipal corporation of Idaho, LESSOR, and BRUCE H. BEARD, LESSEE,

WITNESSETH:

WHEREAS, Lessor is the owner of certain lands located in Power County, Idaho, commonly known and designated as the Pocatello Regional Airport, which property is subject to certain covenants and restrictions imposed under the Surplus Property Act of 1944; and

WHEREAS, Lessee desires to lease an aviation hangar at the Pocatello Regional Airport;

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

I. PREMISES

Lessor leases to Lessee the following described real property consisting of approximately 1,760 square feet, hereafter referred to as Hangar #8.

II. TERM

This Lease shall be for a one (1) year period, commencing with the 1st day of March 2016, and ending with the 28th day of February, 2017. Unless this Lease is terminated sooner as provided hereinafter, this Lease will automatically renew on the anniversary date for an additional four (4) one (1) year periods, provided the Parties agree on the rental rate for the following year and the Lessee is in compliance with all terms and conditions of this Lease Agreement; however, in no event will the term of this Lease extend beyond five (5) one (1) year lease periods. The rental rates shall be renewed on an annual basis in accordance with Section IV below.

III. PURPOSE

The premises described herein shall be used by the Lessee for the purpose of private aircraft storage and the storage of such equipment as may be incidental and/or necessary to the

operation thereof. Lessee may store flammables on or about the lease premises as long as said storage complies with Pocatello City Code 11.05 "Fire Protection." Any aircraft or equipment which is permitted to be stored pursuant to the terms of this agreement must be stored within Hangar #8. Lessee's permitted use of the demised premises is limited to the storage of the aircraft and pertinent equipment. No other use of the demised premises is permitted. Further, Lessee is prohibited from using the demised premises for pecuniary gain or other commercial purpose(s).

IV. RENTAL

Commencing March 1, 2016 and terminating February 28, 2017, Lessee shall pay to Lessor the sum of two hundred nineteen dollars and fifty-nine cents (\$219.59) per month. For each succeeding Lease term, the rental rate shall increase in an increment of not less than the annual inflation rate as measured by the Western Consumer Price Index for the preceding year. However, in no event shall Lessee's monthly rental obligation be less than \$219.59. Rent shall be due and payable on the 5th day of each month during the term of this Lease and shall be paid to the City of Pocatello at the office of the Airport Manager, Pocatello Regional Airport, Power County, Idaho.

- A. Late Charges and Interest: Lessee acknowledges that a late payment of rent from Lessee to Lessor will cause Lessor to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to ascertain. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent due from Lessee is not received when due, Lessee shall pay to Lessor the additional sum of \$50.00 as a late charge. The Parties agree this late charge is not a penalty but represents a fair and reasonable estimate of the costs Lessor will incur by reason of a late payment by Lessee. The acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of the other rights and remedies available to Lessor. The payment of said late charge shall be required to cure the default occurring by reason of the failure of Lessee to timely pay a rental installment. All amounts not paid by

Lessee when due shall bear interest at the rate of eighteen percent (18%) annual percentage rate.

V. EXAMINATION OF PREMISES

Lessee has inspected the aforescribed premises and accepts the same in "as is" condition. Lessor makes no warranties, express or implied, concerning the property and Lessee in executing this Lease is relying upon its own judgment, information, and inspection of the leased premises. Lessee hereby acknowledges that it is accepting the leased premises from the City subject to any and all physical conditions of the premises. Lessee further affirms that the City, its agents, employees, and/or attorneys have not made nor has Lessee relied upon any representation, warranty, or promise with respect to the leased premises or any other subject matter of this Lease Agreement except as expressly set forth in this Agreement, including without limitation, any warranties or representations expressed or implied as the general plan designation, zoning, value, use tax status or physical conditions of the leased premises or improvements thereon, or any part thereof, including, but not limited to the flood elevations, drainage patterns and soil and subsoil compositions and compaction level, and other conditions at the leased premises, or the existence or non-existence of toxic or hazardous materials on or under the premises, or as to the accuracy of any boundary survey or other survey or any soils reports or other plans or report therefore.

VI. WASTE

Lessee covenants that it will not commit or allow others to commit waste on the premises.

VII. MAINTENANCE OF FACILITY

Lessee shall not alter the leased premises without prior written permission of Lessor. Lessee shall keep the leased premises and any approved improvements in good and substantial condition and provide proper containers for trash and garbage, and shall keep the leased premises free and clear of rubbish, debris and litter at all times. Lessor shall provide necessary maintenance to the leased premises and shall have the right to enter upon and inspect said premises, but shall attempt to make such inspections at a mutually agreeable time.

VIII. UTILITIES

Lessee shall promptly pay any charges for water, electricity, telephone, and all other charges for utilities which may be furnished to the leased premises at Lessee's order or with Lessee's consent.

IX. NO SUBLEASE OR ASSIGNMENT

Lessee shall not directly or indirectly assign, transfer or encumber any of the rights in or to this Lease or any interest herein, nor any improvements made to the premises, without the express written consent of Lessor. Lessee acknowledges that Lessor has the right to require termination of this Lease and the execution of a new Lease on the part of a prospective sublessee or assignee rather than consenting to any sublease or assignment and Lessee agrees to so inform any interested party.

X. INDEMNIFICATION

Lessee agrees that he will at all times maintain Worker's Compensation coverage for the benefit of his employees, and adequate liability and property damage insurance as specified in Section XI covering the activities of Lessee, his agents, servants and employees, on the leased premises.

Lessee further agrees to defend, indemnify, and save Lessor, its agents, employees and public officials, harmless from any and all claims or causes of action of any nature whatsoever arising out of the activities and operations of Lessee, his agents, servants, invitees, officers, and employees, in connection with this Lease, or the use in common with others of the Pocatello Regional Airport.

XI. INSURANCE

In order to effectuate the foregoing indemnification provisions, Lessee shall maintain insurance coverage as follows:

A. Lessee shall purchase a comprehensive liability insurance policy in the amount of \$1,000,000 combined single limit to indemnify Lessor from any and all public liability claims. Further, such policy shall include coverage for fire legal liability to repair or replace the demised

premises. Lessor shall be named as an additional insured or be acknowledged by Lessee's insurance carrier as a covered entity under the terms of said policy. Moreover, the Lessee is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with Lessee without first giving Lessor, City of Pocatello, at least thirty (30) days written notice.

B. Lessor does not provide insurance that will cover the Lessee's personal property that may be located on the demised premises. Lessee may purchase personal property insurance in an amount sufficient to insure any and all Lessee's personal property which might be used in Lessee's operation of the business or which might be present on the airport premises. In the event Lessee elects to forego maintaining personal property insurance, and Lessee suffers loss of personal property stored on leased property, Lessor will not be held responsible due to Lessee's lack of personal property insurance.

C. If applicable, Lessee shall purchase Worker's Compensation insurance or the equivalent as required by Idaho Code.

D. An Accord Certificate of Insurance evidencing compliance with the foregoing insurance requirements shall be filed with the Clerk of City of Pocatello prior to or at the time of execution of this Lease Agreement. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section X "Indemnification." The Lessee's failure to maintain insurance shall be a basis for immediate termination of this lease.

XII. DISCHARGE OF LIENS

Lessee agrees to pay when due all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with Lessee's consent to be furnished to or for Lessee in, upon or about the premises herein leased, which may be secured by any mechanic's, materialman's or other lien against the premises herein leased or Lessor's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due. Provided however, Lessee may in good faith contest any mechanic's or other lien filed or established, and in such event may permit

the items so contested to remain undischarged and unsatisfied during the period of such contest. In any event, Lessee agrees to defend and indemnify the Lessor for any such claim and/or lien.

XIII. RELEASE AND RELINQUISHMENT

Notwithstanding the terms of Section II above, either party may, at any time, terminate this Lease Agreement upon giving 90 days written notice to the other party. Thereupon, neither Lessee nor Lessor shall have further liability or responsibility to perform under this Lease Agreement except for the payment of monies due under Section IV herein up to and including the date of termination, and except for the disposition of any appurtenances provided for in Section XIV herein. In the event Lessor terminates this Lease Agreement during any lease term, Lessor shall reimburse Lessee the unearned portion of the rental paid by Lessee on a pro-rata basis to the effective date of the termination.

XIV. TERMINATION

On the termination date of this lease Lessee shall forthwith surrender possession of the leased premises, in good condition, reasonable wear and tear excepted. Thereupon any appurtenances and improvements constructed or installed thereon under this lease shall be forthwith removed by Lessee, including fixtures at the option of Lessor. In so doing, Lessee shall ensure that any remaining equipment and furnishings are not damaged but are left as they would have been without such removal.

In the event Lessee does not remove the improvements within sixty (60) days of the termination date, unless a written agreement to the contrary has been executed by Lessee and Lessor, Lessee shall forfeit all of its right, title, and interest in and to said appurtenances, and fixtures, which shall thereupon become the property of the Lessor as if conveyed by separate instrument without any recompense, payment, or reimbursement of any kind to Lessee.

XV. DESTRUCTION OF PREMISES

The Lessor shall be required to maintain insurance in the appropriate amounts to insure the structures and facilities at the Airport. However, in the event said structures and facilities are destroyed, this Lease shall be deemed terminated.

XVI. STATUTES, ORDINANCES, RULES AND REGULATIONS

Lessee, for itself, its employees, agents, successors and assigns, expressly agrees to obey all applicable laws and regulations of the United States, including regulations of the State of Idaho, of Power County, and of the City of Pocatello, as well as the rules and regulations of the Pocatello Regional Airport. Lessee further agrees to conform to the requirements of the Airport Master Plan and those agreements between the United States and the City of Pocatello pertaining to the Pocatello Regional Airport.

XVII. DEFAULT

A. Failure of Lessee to pay rent on or before its due date or any other charge within ten (10) days after it is due shall constitute default.

B. Failure of Lessee to comply with any term or condition or to fulfill or comply with any obligation of this Lease, other than as specified in subparagraph A above, within thirty (30) days after written notice by Lessor specifying the nature of the default with reasonable particularity, shall constitute default. If the default is of a nature that it cannot be cured within the said thirty (30) day period, Lessee may, within said period, present a plan, in writing, to the Airport Manager that provides a schedule in which Lessee will be able to cure the default. If the Lessee's plan is approved by the Airport Manager, Lessee's default will be held in abeyance so long as the Lessee thereafter proceeds with reasonable diligence, in good faith and is able to meet the plan's deadlines, then the default shall be deemed cured.

C. The following shall constitute default by insolvency: 1) Insolvency of Lessee; 2) An assignment by Lessee for the benefit of creditors; 3) The filing by Lessee of a voluntary Petition in Bankruptcy; 4) An adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; 5) The filing of an involuntary Petition of Bankruptcy and failure of the Lessee to secure dismissal of the Petition within thirty (30) days after filing; and 6) Attachment of or the levying of execution on the leasehold interest and failure of the Lessee to secure discharge of the attachment or release of the levy or execution within ten (10) days.

XVIII. REMEDIES IN DEFAULT

In the event of default, the Lessor, at its option, may terminate this Lease. In the event of a Termination on Default, Lessor shall be entitled to recover the reasonable costs of reentry and re-letting, including, without limitation, the costs of any cleanup, refurbishing, removal of Lessee's property and fixtures or any other expense occasioned by Lessee's failure to quit the premises upon termination and to leave them in the required condition, and any attorney fees, court costs, brokerage commissions and advertising costs, along with the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured. The remedies afforded the Lessor in this section shall not be exclusive but shall be cumulative, and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this Lease Agreement.

XIX. HAZARDOUS MATERIALS

"Hazardous Material" means any use or activity involving any substance which would cause (1) the leased premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the leased premises within the ambit of, the Resource Conservation and Recovery Act of 1976, or any similar federal or state law or local ordinance or any other environmental law, (2) a release or threatened release of hazardous waste from the leased premises within the ambit of, the Comprehensive Environmental response, Compensation and Liability Act of 1980, or any similar federal or state law or ordinance or any other environmental law, or (3) the discharge of pollutants or effluent into the air or any emissions, which would require a permit under the Federal Water Pollution Control Act, or the Clean Air Act, or any similar federal or state law or local ordinance or other environmental law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to or imposing liability or standards on conduct concerning any hazardous material.

Lessee expressly assumes the risk and responsibility for any hazardous material during the term of this Lease Agreement, hereafter located on the leased premises, and hold harmless the City, its officers, employees, representatives, agents, and successors from and against any

and all judgments, claims expenses, causes of action, damages, liability (including reasonable attorneys' fees and costs) (1) including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of hazardous materials on the leased premises, and (2) including, without limitation, the cost of any required or necessary repair, cleanup or detoxification and the preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on the leased premises.

XX. SIGNS

Lessee shall have the right to install or cause to be installed appropriate signs on the leased premises. The cost of such installations and operations shall be borne by Lessee. Lessee shall not erect, install, operate or cause, nor permit to be erected, installed, or operated upon the premises herein, any sign or other advertising device without first having obtained Lessor's written consent thereto as to size, construction, location, general appearance, and adherence to Pocatello Municipal Code.

XXI. MISCELLANEOUS

A. **TAXES AND FEES.** In the event the State of Idaho, Power County, or any State or local agency imposes a property tax or any substitute therefore on the demised premises, and/or the leasehold, Lessee shall pay the tax promptly when due.

B. **NON-DISCRIMINATION.** Lessee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, sex, sexual orientation, gender identity, age, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, and (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, , sexual orientation, gender identity, age, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the premises in

compliance with all other requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of breach of any of the nondiscrimination covenants contained herein, Lessor shall have the right to terminate the lease, and to reenter and repossess said land and facilities thereon, and hold the same as if said lease had never been made or issued; provided, however, that Lessee allegedly in breach shall have the right to contest said alleged breach under applicable Federal Aviation Administration procedures, and any sanctions under or termination of the lease shall be withheld pending completion of such procedures.

C. SUBORDINATION. This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. In the event there is a conflict between the terms of this Lease Agreement and Federal Grant Assurances, the Grant Assurances will take precedence and govern.

D. SECTION CAPTIONS. The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of the Lease.

E. CONSTRUCTION. This Agreement shall be construed pursuant to the laws of the State of Idaho. The parties agree that no construction of this Agreement shall be made in a Court of competent jurisdiction against the interests of any party to the Agreement on the basis that the party had primary responsibility for drafting the Agreement.

F. JURISDICTION AND VENUE. Any action or proceeding to enforce the provisions of this Lease Agreement shall be maintained in the Sixth District Court, County of Bannock, State of Idaho.

G. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the demised premises, the leasing of said premises to Lessee, or the lease term herein provided and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. No prior promises, representations, or agreements, written or oral, shall amend, change or add to any of the expressed provisions herein contained. This agreement can only be modified or amended in writing upon the mutual agreement of the parties hereto.

H. TRIBAL ISSUES. Lessee agrees to immediately provide Lessor with a copy of any written correspondence or verbal and/or written demands delivered to Lessee by representatives of the Shoshone-Bannock Tribes. Moreover, Lessee shall not enter into any agreement with the Tribes regarding the Leased Premises or Lessee's operations thereon without first obtaining Lessor's written consent to do so.

XXII. NOTICES

All notices under this Lease Agreement shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

LESSOR: City of Pocatello
 Attn: Legal Dept.
 P.O. Box 4169
 Pocatello, ID 83205

LESSEE: Bruce H. Beard
 12590 North Laramie Lane
 Chubbuck, ID 83202

Notice shall be complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter, in which event notice shall be deemed to have been completed on the first attempted delivery by the United State Post Office.

XXIII. ATTORNEYS FEES UPON BREACH

In the event it becomes necessary for either party to enforce the terms of this agreement, the prevailing party shall be awarded by a sum which will reasonably compensate it for the attorney's fees and costs incurred by such party to enforce the terms of this agreement. In the event attorney fees are awarded by a Court of law, the parties agree that a reasonable rate for attorney fees is \$150.00 per hour

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their authorized representatives the date and year first above written.

CITY OF POCATELLO, a municipal corporation
of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk

APPROVED BY LEGAL

Date 12/30/15 Atty Bysee

Comments _____

BRUCE H. BEARD, Lessee

STATE OF IDAHO)
 :SS
County of Bannock)

On this ___ day of _____, 201___, before me, the undersigned, a Notary Public in and for the State, personally appeared Brian C. Blad and Ruth E. Whitworth, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, a municipal corporation of Idaho, who executed the foregoing instrument on behalf of said municipal corporation, and acknowledged to me that said corporation executed the same.

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

(SEAL)

NOTARY PUBLIC FOR IDAHO
Residing in: _____
My Commission Expires: _____

STATE OF IDAHO)
 :SS
County of Bannock)

On this ___ day of _____, 201___, before me, the undersigned, a Notary Public in and for the State, personally appeared Bruce H. Beard, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same.

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

(SEAL)

NOTARY PUBLIC FOR IDAHO
Residing in: _____
My Commission Expires: _____

AIRPORT HANGAR LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by and between the CITY OF POCATELLO, a municipal corporation of Idaho, LESSOR, and WILLIAM H. EHRSTROM, LESSEE,

WITNESSETH:

WHEREAS, Lessor is the owner of certain lands located in Power County, Idaho, commonly known and designated as the Pocatello Regional Airport, which property is subject to certain covenants and restrictions imposed under the Surplus Property Act of 1944; and

WHEREAS, Lessee desires to lease an aviation hangar at the Pocatello Regional Airport;

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

I. PREMISES

Lessor leases to Lessee the following described real property consisting of approximately 1,760 square feet, hereafter referred to as Hangar #4.

II. TERM

This Lease shall be for a one (1) year period, commencing with the 1st day of February 2016, and ending with the 31st day of January, 2017. Unless this Lease is terminated sooner as provided hereinafter, this Lease will automatically renew on the anniversary date for an additional four (4) one (1) year periods, provided the Parties agree on the rental rate for the following year and the Lessee is in compliance with all terms and conditions of this Lease Agreement; however, in no event will the term of this Lease extend beyond five (5) one (1) year lease periods. The rental rates shall be renewed on an annual basis in accordance with Section IV below.

III. PURPOSE

The premises described herein shall be used by the Lessee for the purpose of private aircraft storage and the storage of such equipment as may be incidental and/or necessary to the

operation thereof. Lessee may store flammables on or about the lease premises as long as said storage complies with Pocatello City Code 11.05 "Fire Protection." Any aircraft or equipment which is permitted to be stored pursuant to the terms of this agreement must be stored within Hangar #4. Lessee's permitted use of the demised premises is limited to the storage of the aircraft and pertinent equipment. No other use of the demised premises is permitted. Further, Lessee is prohibited from using the demised premises for pecuniary gain or other commercial purpose(s).

IV. RENTAL

Commencing February 1, 2016 and terminating January 31, 2017, Lessee shall pay to Lessor the sum of two hundred nineteen dollars and fifty-nine cents (\$219.59) per month. For each succeeding Lease term, the rental rate shall increase in an increment of not less than the annual inflation rate as measured by the Western Consumer Price Index for the preceding year. However, in no event shall Lessee's monthly rental obligation be less than \$219.59. Rent shall be due and payable on the 5th day of each month during the term of this Lease and shall be paid to the City of Pocatello at the office of the Airport Manager, Pocatello Regional Airport, Power County, Idaho.

- A. Late Charges and Interest: Lessee acknowledges that a late payment of rent from Lessee to Lessor will cause Lessor to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to ascertain. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent due from Lessee is not received when due, Lessee shall pay to Lessor the additional sum of \$50.00 as a late charge. The Parties agree this late charge is not a penalty but represents a fair and reasonable estimate of the costs Lessor will incur by reason of a late payment by Lessee. The acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of the other rights and remedies available to Lessor. The payment of said late charge shall be required to cure the default occurring by reason of the failure of Lessee to timely pay a rental installment. All amounts not paid by

Lessee when due shall bear interest at the rate of eighteen percent (18%) annual percentage rate.

V. EXAMINATION OF PREMISES

Lessee has inspected the aforescribed premises and accepts the same in "as is" condition. Lessor makes no warranties, express or implied, concerning the property and Lessee in executing this Lease is relying upon its own judgment, information, and inspection of the leased premises. Lessee hereby acknowledges that it is accepting the leased premises from the City subject to any and all physical conditions of the premises. Lessee further affirms that the City, its agents, employees, and/or attorneys have not made nor has Lessee relied upon any representation, warranty, or promise with respect to the leased premises or any other subject matter of this Lease Agreement except as expressly set forth in this Agreement, including without limitation, any warranties or representations expressed or implied as the general plan designation, zoning, value, use tax status or physical conditions of the leased premises or improvements thereon, or any part thereof, including, but not limited to the flood elevations, drainage patterns and soil and subsoil compositions and compaction level, and other conditions at the leased premises, or the existence or non-existence of toxic or hazardous materials on or under the premises, or as to the accuracy of any boundary survey or other survey or any soils reports or other plans or report therefore.

VI. WASTE

Lessee covenants that it will not commit or allow others to commit waste on the premises.

VII. MAINTENANCE OF FACILITY

Lessee shall not alter the leased premises without prior written permission of Lessor. Lessee shall keep the leased premises and any approved improvements in good and substantial condition and provide proper containers for trash and garbage, and shall keep the leased premises free and clear of rubbish, debris and litter at all times. Lessor shall provide necessary maintenance to the leased premises and shall have the right to enter upon and inspect said premises, but shall attempt to make such inspections at a mutually agreeable time.

VIII. UTILITIES

Lessee shall promptly pay any charges for water, electricity, telephone, and all other charges for utilities which may be furnished to the leased premises at Lessee's order or with Lessee's consent.

IX. NO SUBLEASE OR ASSIGNMENT

Lessee shall not directly or indirectly assign, transfer or encumber any of the rights in or to this Lease or any interest herein, nor any improvements made to the premises, without the express written consent of Lessor. Lessee acknowledges that Lessor has the right to require termination of this Lease and the execution of a new Lease on the part of a prospective sublessee or assignee rather than consenting to any sublease or assignment and Lessee agrees to so inform any interested party.

X. INDEMNIFICATION

Lessee agrees that he will at all times maintain Worker's Compensation coverage for the benefit of his employees, and adequate liability and property damage insurance as specified in Section XI covering the activities of Lessee, his agents, servants and employees, on the leased premises.

Lessee further agrees to defend, indemnify, and save Lessor, its agents, employees and public officials, harmless from any and all claims or causes of action of any nature whatsoever arising out of the activities and operations of Lessee, his agents, servants, invitees, officers, and employees, in connection with this Lease, or the use in common with others of the Pocatello Regional Airport.

XI. INSURANCE

In order to effectuate the foregoing indemnification provisions, Lessee shall maintain insurance coverage as follows:

A. Lessee shall purchase a comprehensive liability insurance policy in the amount of \$1,000,000 combined single limit to indemnify Lessor from any and all public liability claims. Further, such policy shall include coverage for fire legal liability to repair or replace the demised

premises. Lessor shall be named as an additional insured or be acknowledged by Lessee's insurance carrier as a covered entity under the terms of said policy. Moreover, the Lessee is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with Lessee without first giving Lessor, City of Pocatello, at least thirty (30) days written notice.

B. Lessor does not provide insurance that will cover the Lessee's personal property that may be located on the demised premises. Lessee may purchase personal property insurance in an amount sufficient to insure any and all Lessee's personal property which might be used in Lessee's operation of the business or which might be present on the airport premises. In the event Lessee elects to forego maintaining personal property insurance, and Lessee suffers loss of personal property stored on leased property, Lessor will not be held responsible due to Lessee's lack of personal property insurance.

C. If applicable, Lessee shall purchase Worker's Compensation insurance or the equivalent as required by Idaho Code.

D. An Accord Certificate of Insurance evidencing compliance with the foregoing insurance requirements shall be filed with the Clerk of City of Pocatello prior to or at the time of execution of this Lease Agreement. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section X "Indemnification." The Lessee's failure to maintain insurance shall be a basis for immediate termination of this lease.

XII. DISCHARGE OF LIENS

Lessee agrees to pay when due all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with Lessee's consent to be furnished to or for Lessee in, upon or about the premises herein leased, which may be secured by any mechanic's, materialman's or other lien against the premises herein leased or Lessor's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due. Provided however, Lessee may in good faith contest any mechanic's or other lien filed or established, and in such event may permit

the items so contested to remain undischarged and unsatisfied during the period of such contest. In any event, Lessee agrees to defend and indemnify the Lessor for any such claim and/or lien.

XIII. RELEASE AND RELINQUISHMENT

Notwithstanding the terms of Section II above, either party may, at any time, terminate this Lease Agreement upon giving 90 days written notice to the other party. Thereupon, neither Lessee nor Lessor shall have further liability or responsibility to perform under this Lease Agreement except for the payment of monies due under Section IV herein up to and including the date of termination, and except for the disposition of any appurtenances provided for in Section XIV herein. In the event Lessor terminates this Lease Agreement during any lease term, Lessor shall reimburse Lessee the unearned portion of the rental paid by Lessee on a pro-rata basis to the effective date of the termination.

XIV. TERMINATION

On the termination date of this lease Lessee shall forthwith surrender possession of the leased premises, in good condition, reasonable wear and tear excepted. Thereupon any appurtenances and improvements constructed or installed thereon under this lease shall be forthwith removed by Lessee, including fixtures at the option of Lessor. In so doing, Lessee shall ensure that any remaining equipment and furnishings are not damaged but are left as they would have been without such removal.

In the event Lessee does not remove the improvements within sixty (60) days of the termination date, unless a written agreement to the contrary has been executed by Lessee and Lessor, Lessee shall forfeit all of its right, title, and interest in and to said appurtenances, and fixtures, which shall thereupon become the property of the Lessor as if conveyed by separate instrument without any recompense, payment, or reimbursement of any kind to Lessee.

XV. DESTRUCTION OF PREMISES

The Lessor shall be required to maintain insurance in the appropriate amounts to insure the structures and facilities at the Airport. However, in the event said structures and facilities are destroyed, this Lease shall be deemed terminated.

XVI. STATUTES, ORDINANCES, RULES AND REGULATIONS

Lessee, for itself, its employees, agents, successors and assigns, expressly agrees to obey all applicable laws and regulations of the United States, including regulations of the State of Idaho, of Power County, and of the City of Pocatello, as well as the rules and regulations of the Pocatello Regional Airport. Lessee further agrees to conform to the requirements of the Airport Master Plan and those agreements between the United States and the City of Pocatello pertaining to the Pocatello Regional Airport.

XVII. DEFAULT

A. Failure of Lessee to pay rent on or before its due date or any other charge within ten (10) days after it is due shall constitute default.

B. Failure of Lessee to comply with any term or condition or to fulfill or comply with any obligation of this Lease, other than as specified in subparagraph A above, within thirty (30) days after written notice by Lessor specifying the nature of the default with reasonable particularity, shall constitute default. If the default is of a nature that it cannot be cured within the said thirty (30) day period, Lessee may, within said period, present a plan, in writing, to the Airport Manager that provides a schedule in which Lessee will be able to cure the default. If the Lessee's plan is approved by the Airport Manager, Lessee's default will be held in abeyance so long as the Lessee thereafter proceeds with reasonable diligence, in good faith and is able to meet the plan's deadlines, then the default shall be deemed cured.

C. The following shall constitute default by insolvency: 1) Insolvency of Lessee; 2) An assignment by Lessee for the benefit of creditors; 3) The filing by Lessee of a voluntary Petition in Bankruptcy; 4) An adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; 5) The filing of an involuntary Petition of Bankruptcy and failure of the Lessee to secure dismissal of the Petition within thirty (30) days after filing; and 6) Attachment of or the levying of execution on the leasehold interest and failure of the Lessee to secure discharge of the attachment or release of the levy or execution within ten (10) days.

XVIII. REMEDIES IN DEFAULT

In the event of default, the Lessor, at its option, may terminate this Lease. In the event of a Termination on Default, Lessor shall be entitled to recover the reasonable costs of reentry and re-letting, including, without limitation, the costs of any cleanup, refurbishing, removal of Lessee's property and fixtures or any other expense occasioned by Lessee's failure to quit the premises upon termination and to leave them in the required condition, and any attorney fees, court costs, brokerage commissions and advertising costs, along with the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured. The remedies afforded the Lessor in this section shall not be exclusive but shall be cumulative, and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this Lease Agreement.

XIX. HAZARDOUS MATERIALS

"Hazardous Material" means any use or activity involving any substance which would cause (1) the leased premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the leased premises within the ambit of, the Resource Conservation and Recovery Act of 1976, or any similar federal or state law or local ordinance or any other environmental law, (2) a release or threatened release of hazardous waste from the leased premises within the ambit of, the Comprehensive Environmental response, Compensation and Liability Act of 1980, or any similar federal or state law or ordinance or any other environmental law, or (3) the discharge of pollutants or effluent into the air or any emissions, which would require a permit under the Federal Water Pollution Control Act, or the Clean Air Act, or any similar federal or state law or local ordinance or other environmental law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to or imposing liability or standards on conduct concerning any hazardous material.

Lessee expressly assumes the risk and responsibility for any hazardous material during the term of this Lease Agreement, hereafter located on the leased premises, and hold harmless the City, its officers, employees, representatives, agents, and successors from and against any Lease Agreement, City of Pocatello / William H. Ehrstrom Hangar Lease, Page 8

and all judgments, claims expenses, causes of action, damages, liability (including reasonable attorneys' fees and costs) (1) including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of hazardous materials on the leased premises, and (2) including, without limitation, the cost of any required or necessary repair, cleanup or detoxification and the preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on the leased premises.

XX. SIGNS

Lessee shall have the right to install or cause to be installed appropriate signs on the leased premises. The cost of such installations and operations shall be borne by Lessee. Lessee shall not erect, install, operate or cause, nor permit to be erected, installed, or operated upon the premises herein, any sign or other advertising device without first having obtained Lessor's written consent thereto as to size, construction, location, general appearance, and adherence to Pocatello Municipal Code.

XXI. MISCELLANEOUS

A. **TAXES AND FEES.** In the event the State of Idaho, Power County, or any State or local agency imposes a property tax or any substitute therefore on the demised premises, and/or the leasehold, Lessee shall pay the tax promptly when due.

B. **NON-DISCRIMINATION.** Lessee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, sex, sexual orientation, gender identity, age, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, and (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, sexual orientation, gender identity, age, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the premises in compliance

with all other requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of breach of any of the nondiscrimination covenants contained herein, Lessor shall have the right to terminate the lease, and to reenter and repossess said land and facilities thereon, and hold the same as if said lease had never been made or issued; provided, however, that Lessee allegedly in breach shall have the right to contest said alleged breach under applicable Federal Aviation Administration procedures, and any sanctions under or termination of the lease shall be withheld pending completion of such procedures.

C. SUBORDINATION. This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. In the event there is a conflict between the terms of this Lease Agreement and Federal Grant Assurances, the Grant Assurances will take precedence and govern.

D. SECTION CAPTIONS. The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of the Lease.

E. CONSTRUCTION. This Agreement shall be construed pursuant to the laws of the State of Idaho. The parties agree that no construction of this Agreement shall be made in a Court of competent jurisdiction against the interests of any party to the Agreement on the basis that the party had primary responsibility for drafting the Agreement.

F. JURISDICTION AND VENUE. Any action or proceeding to enforce the provisions of this Lease Agreement shall be maintained in the Sixth District Court, County of Bannock, State of Idaho.

G. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the demised premises, the leasing of said premises to

Lessee, or the lease term herein provided and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. No prior promises, representations, or agreements, written or oral, shall amend, change or add to any of the expressed provisions herein contained. This agreement can only be modified or amended in writing upon the mutual agreement of the parties hereto.

H. TRIBAL ISSUES. Lessee agrees to immediately provide Lessor with a copy of any written correspondence or verbal and/or written demands delivered to Lessee by representatives of the Shoshone-Bannock Tribes. Moreover, Lessee shall not enter into any agreement with the Tribes regarding the Leased Premises or Lessee's operations thereon without first obtaining Lessor's written consent to do so.

XXII. NOTICES

All notices under this Lease Agreement shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

LESSOR: City of Pocatello
 Attn: Legal Dept.
 P.O. Box 4169
 Pocatello, ID 83205

LESSEE: William H. Ehrstrom
 1251 Fore Road
 Pocatello, ID 83204

Notice shall be complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter, in which event notice shall be deemed to have been completed on the first attempted delivery by the United State Post Office.

XXIII. ATTORNEYS FEES UPON BREACH

In the event it becomes necessary for either party to enforce the terms of this agreement, the prevailing party shall be awarded by a sum which will reasonably compensate it for the

attorney's fees and costs incurred by such party to enforce the terms of this agreement. In the event attorney fees are awarded by a Court of law, the parties agree that a reasonable rate for attorney fees is \$150.00 per hour.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their authorized representatives the date and year first above written.

CITY OF POCATELLO, a municipal corporation
of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk

APPROVED BY LEGAL

Date 12/30/15 Atty B. Bybee

Comments _____

WILLIAM H. EHRSTROM, Lessee

STATE OF IDAHO)
 :ss
County of Bannock)

On this ____ day of _____, 2015 before me, the undersigned, a Notary Public in and for the State, personally appeared Brian C. Blad and Ruth E. Whitworth, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, a municipal corporation of Idaho, who executed the foregoing instrument on behalf of said municipal corporation, and acknowledged to me that said corporation executed the same.

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

(SEAL)

NOTARY PUBLIC FOR IDAHO
Residing in: _____
My Commission Expires: _____

STATE OF IDAHO)
 :ss
County of Bannock)

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State, personally appeared William H. Erhstrom, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same.

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

(SEAL)

NOTARY PUBLIC FOR IDAHO
Residing in: _____
My Commission Expires: _____

AIRPORT HANGAR LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of _____, 2016, by and between the CITY OF POCATELLO, a municipal corporation of Idaho, LESSOR, and MARK EDWARDS and ELMER SMITH, jointly and severally, LESSEE,

WITNESSETH:

WHEREAS, Lessor is the owner of certain lands located in Power County, Idaho, commonly known and designated as the Pocatello Regional Airport, which property is subject to certain covenants and restrictions imposed under the Surplus Property Act of 1944; and

WHEREAS, Lessee desires to lease an aviation hangar at the Pocatello Regional Airport;

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

I. PREMISES

Lessor leases to Lessee the following described real property consisting of approximately 1,760 square feet, hereafter referred to as Hangar #2.

II. TERM

This Lease shall be for a one (1) year period, commencing with the 1st day of February 2016, and ending with the 31st day of January, 2017. Unless this Lease is terminated sooner as provided hereinafter, this Lease will automatically renew on the anniversary date for an additional four (4) one (1) year periods, provided the Parties agree on the rental rate for the following year and the Lessee is in compliance with all terms and conditions of this Lease Agreement; however, in no event will the term of this Lease extend beyond five (5) one (1) year lease periods. The rental rates shall be renewed on an annual basis in accordance with Section IV below.

III. PURPOSE

The premises described herein shall be used by the Lessee for the purpose of private aircraft storage and the storage of such equipment as may be incidental and/or necessary to the

operation thereof. Lessee may store flammables on or about the lease premises as long as said storage complies with Pocatello City Code 11.05 "Fire Protection." Any aircraft or equipment which is permitted to be stored pursuant to the terms of this agreement must be stored within Hangar #2. Lessee's permitted use of the demised premises is limited to the storage of the aircraft and pertinent equipment. No other use of the demised premises is permitted. Further, Lessee is prohibited from using the demised premises for pecuniary gain or other commercial purpose(s).

IV. RENTAL

Commencing February 1, 2016 and terminating January 31, 2017, Lessee shall pay to Lessor the sum of two hundred nineteen dollars and fifty-nine cents (\$219.59) per month. For each succeeding Lease term, the rental rate shall increase in an increment of not less than the annual inflation rate as measured by the Western Consumer Price Index for the preceding year. However, in no event shall Lessee's monthly rental obligation be less than \$219.59. Rent shall be due and payable on the 5th day of each month during the term of this Lease and shall be paid to the City of Pocatello at the office of the Airport Manager, Pocatello Regional Airport, Power County, Idaho.

- A. Late Charges and Interest: Lessee acknowledges that a late payment of rent from Lessee to Lessor will cause Lessor to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to ascertain. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent due from Lessee is not received when due, Lessee shall pay to Lessor the additional sum of \$50.00 as a late charge. The Parties agree this late charge is not a penalty but represents a fair and reasonable estimate of the costs Lessor will incur by reason of a late payment by Lessee. The acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of the other rights and remedies available to Lessor. The payment of said late charge shall be required to cure the default occurring by reason of the failure of Lessee to timely pay a rental installment. All amounts not paid by

Lessee when due shall bear interest at the rate of eighteen percent (18%) annual percentage rate.

V. EXAMINATION OF PREMISES

Lessee has inspected the aforescribed premises and accepts the same in "as is" condition. Lessor makes no warranties, express or implied, concerning the property and Lessee in executing this Lease is relying upon its own judgment, information, and inspection of the leased premises. Lessee hereby acknowledges that it is accepting the leased premises from the City subject to any and all physical conditions of the premises. Lessee further affirms that the City, its agents, employees, and/or attorneys have not made nor has Lessee relied upon any representation, warranty, or promise with respect to the leased premises or any other subject matter of this Lease Agreement except as expressly set forth in this Agreement, including without limitation, any warranties or representations expressed or implied as the general plan designation, zoning, value, use tax status or physical conditions of the leased premises or improvements thereon, or any part thereof, including, but not limited to the flood elevations, drainage patterns and soil and subsoil compositions and compaction level, and other conditions at the leased premises, or the existence or non-existence of toxic or hazardous materials on or under the premises, or as to the accuracy of any boundary survey or other survey or any soils reports or other plans or report therefore.

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Lessee covenants that it will not commit or allow others to commit waste on the premises.

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Lessee shall not alter the leased premises without prior written permission of Lessor. Lessee shall keep the leased premises and any approved improvements in good and substantial condition and provide proper containers for trash and garbage, and shall keep the leased premises free and clear of rubbish, debris and litter at all times. Lessor shall provide necessary maintenance to the leased premises and shall have the right to enter upon and inspect said premises, but shall attempt to make such inspections at a mutually agreeable time.

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Lessee shall promptly pay any charges for water, electricity, telephone, and all other charges for utilities which may be furnished to the leased premises at Lessee's order or with Lessee's consent.

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Lessee shall not directly or indirectly assign, transfer or encumber any of the rights in or to this Lease or any interest herein, nor any improvements made to the premises, without the express written consent of Lessor. Lessee acknowledges that Lessor has the right to require termination of this Lease and the execution of a new Lease on the part of a prospective sublessee or assignee rather than consenting to any sublease or assignment and Lessee agrees to so inform any interested party.

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Lessee agrees that they will at all times maintain Worker's Compensation coverage for the benefit of their employees, and adequate liability and property damage insurance as specified in Section XI covering the activities of Lessee, their agents, servants and employees, on the leased premises.

Lessee further agrees to defend, indemnify, and save Lessor, its agents, employees and public officials, harmless from any and all claims or causes of action of any nature whatsoever arising out of the activities and operations of Lessee, their agents, servants, invitees, officers, and employees, in connection with this Lease, or the use in common with others of the Pocatello Regional Airport.

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In order to effectuate the foregoing indemnification provisions, Lessee shall maintain insurance coverage as follows:

A. Lessee shall purchase a comprehensive liability insurance policy in the amount of \$1,000,000 combined single limit to indemnify Lessor from any and all public liability claims. Further, such policy shall include coverage for fire legal liability to repair or replace the demised

premises. Lessor shall be named as an additional insured or be acknowledged by Lessee's insurance carrier as a covered entity under the terms of said policy. Moreover, the Lessee is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with Lessee without first giving Lessor, City of Pocatello, at least thirty (30) days written notice.

B. Lessor does not provide insurance that will cover the Lessee's personal property that may be located on the demised premises. Lessee may purchase personal property insurance in an amount sufficient to insure any and all Lessee's personal property which might be used in Lessee's operation of the business or which might be present on the airport premises. In the event Lessee elects to forego maintaining personal property insurance, and Lessee suffers loss of personal property stored on leased property, Lessor will not be held responsible due to Lessee's lack of personal property insurance.

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D. An Accord Certificate of Insurance evidencing compliance with the foregoing insurance requirements shall be filed with the Clerk of City of Pocatello prior to or at the time of execution of this Lease Agreement. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section X "Indemnification." The Lessee's failure to maintain insurance shall be a basis for immediate termination of this lease.

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Lessee agrees to pay when due all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with Lessee's consent to be furnished to or for Lessee in, upon or about the premises herein leased, which may be secured by any mechanic's, materialman's or other lien against the premises herein leased or Lessor's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due. Provided however, Lessee may in good faith contest any mechanic's or other lien filed or established, and in such event may permit

the items so contested to remain undischarged and unsatisfied during the period of such contest. In any event, Lessee agrees to defend and indemnify the Lessor for any such claim and/or lien.

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In the event Lessee does not remove the improvements within sixty (60) days of the termination date, unless a written agreement to the contrary has been executed by Lessee and Lessor, Lessee shall forfeit all of its right, title, and interest in and to said appurtenances, and fixtures, which shall thereupon become the property of the Lessor as if conveyed by separate instrument without any recompense, payment, or reimbursement of any kind to Lessee.

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In the event of default, the Lessor, at its option, may terminate this Lease. In the event of a Termination on Default, Lessor shall be entitled to recover the reasonable costs of reentry and re-letting, including, without limitation, the costs of any cleanup, refurbishing, removal of Lessee's property and fixtures or any other expense occasioned by Lessee's failure to quit the premises upon termination and to leave them in the required condition, and any attorney fees, court costs, brokerage commissions and advertising costs, along with the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured. The remedies afforded the Lessor in this section shall not be exclusive but shall be cumulative, and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this Lease Agreement.

XIX. HAZARDOUS MATERIALS

"Hazardous Material" means any use or activity involving any substance which would cause (1) the leased premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the leased premises within the ambit of, the Resource Conservation and Recovery Act of 1976, or any similar federal or state law or local ordinance or any other environmental law, (2) a release or threatened release of hazardous waste from the leased premises within the ambit of, the Comprehensive Environmental response, Compensation and Liability Act of 1980, or any similar federal or state law or ordinance or any other environmental law, or (3) the discharge of pollutants or effluent into the air or any emissions, which would require a permit under the Federal Water Pollution Control Act, or the Clean Air Act, or any similar federal or state law or local ordinance or other environmental law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to or imposing liability or standards on conduct concerning any hazardous material.

Lessee expressly assumes the risk and responsibility for any hazardous material during the term of this Lease Agreement, hereafter located on the leased premises, and hold harmless the City, its officers, employees, representatives, agents, and successors from and against any

and all judgments, claims expenses, causes of action, damages, liability (including reasonable attorneys' fees and costs) (1) including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of hazardous materials on the leased premises, and (2) including, without limitation, the cost of any required or necessary repair, cleanup or detoxification and the preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on the leased premises.

XX. SIGNS

Lessee shall have the right to install or cause to be installed appropriate signs on the leased premises. The cost of such installations and operations shall be borne by Lessee. Lessee shall not erect, install, operate or cause, nor permit to be erected, installed, or operated upon the premises herein, any sign or other advertising device without first having obtained Lessor's written consent thereto as to size, construction, location, general appearance, and adherence to Pocatello Municipal Code.

XXI. MISCELLANEOUS

A. **TAXES AND FEES.** In the event the State of Idaho, Power County, or any State or local agency imposes a property tax or any substitute therefore on the demised premises, and/or the leasehold, Lessee shall pay the tax promptly when due.

B. **NON-DISCRIMINATION.** Lessee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, sex, sexual orientation, gender identity, age, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, and (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, sexual orientation, gender identity, age, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the premises in

compliance with all other requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of breach of any of the nondiscrimination covenants contained herein, Lessor shall have the right to terminate the lease, and to reenter and repossess said land and facilities thereon, and hold the same as if said lease had never been made or issued; provided, however, that Lessee allegedly in breach shall have the right to contest said alleged breach under applicable Federal Aviation Administration procedures, and any sanctions under or termination of the lease shall be withheld pending completion of such procedures.

C. SUBORDINATION. This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. In the event there is a conflict between the terms of this Lease Agreement and Federal Grant Assurances, the Grant Assurances will take precedence and govern.

D. SECTION CAPTIONS. The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of the Lease.

E. CONSTRUCTION. This Agreement shall be construed pursuant to the laws of the State of Idaho. The parties agree that no construction of this Agreement shall be made in a Court of competent jurisdiction against the interests of any party to the Agreement on the basis that the party had primary responsibility for drafting the Agreement.

F. JURISDICTION AND VENUE. Any action or proceeding to enforce the provisions of this Lease Agreement shall be maintained in the Sixth District Court, County of Bannock, State of Idaho.

G. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the demised premises, the leasing of said premises to Lessee, or the lease term herein provided and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. No prior promises, representations, or agreements, written or oral, shall amend, change or add to any of the expressed provisions herein contained. This agreement can only be modified or amended in writing upon the mutual agreement of the parties hereto.

H. TRIBAL ISSUES. Lessee agrees to immediately provide Lessor with a copy of any written correspondence or verbal and/or written demands delivered to Lessee by representatives of the Shoshone-Bannock Tribes. Moreover, Lessee shall not enter into any agreement with the Tribes regarding the Leased Premises or Lessee's operations thereon without first obtaining Lessor's written consent to do so.

XXII. NOTICES

All notices under this Lease Agreement shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

LESSOR:	City of Pocatello Attn: Legal Dept. P.O. Box 4169 Pocatello, ID 83205	
LESSEE:	Mark Edwards 1541 Emerald Drive Chubbuck, ID 83202	Elmer Smith 524 Top Notch Circle Pocatello, ID 83201

Notice shall be complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter, in which event notice shall be deemed to have been completed on the first attempted delivery by the United State Post Office.

XXIII. ATTORNEYS FEES UPON BREACH

In the event it becomes necessary for either party to enforce the terms of this agreement, the prevailing party shall be awarded by a sum which will reasonably compensate it for the attorney's fees and costs incurred by such party to enforce the terms of this agreement. In the event attorney fees are awarded by a Court of law, the parties agree that a reasonable rate for attorney fees is \$150.00 per hour.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their authorized representatives the date and year first above written.

CITY OF POCA TELLO, a municipal corporation
of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk

APPROVED BY LEGAL

Date 12/30/15 Atty B. B. B.

Comments _____

MARK EDWARDS, Lessee

ELMER SMITH, Lessee

STATE OF IDAHO)
 :ss
County of Bannock)

On this ___ day of _____, 201___, before me, the undersigned, a Notary Public in and for the State, personally appeared Brian C. Blad and Ruth E. Whitworth, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, a municipal corporation of Idaho, who executed the foregoing instrument on behalf of said municipal corporation, and acknowledged to me that said corporation executed the same.

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

(SEAL)

NOTARY PUBLIC FOR IDAHO
Residing in: _____
My Commission Expires: _____

STATE OF IDAHO)
 :ss
County of Bannock)

On this ___ day of _____, 201___, before me, the undersigned, a Notary Public in and for the State, personally appeared Mark Edwards, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same.

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

(SEAL)

NOTARY PUBLIC FOR IDAHO
Residing in: _____
My Commission Expires: _____

STATE OF IDAHO)
 :SS
County of Bannock)

On this ___ day of _____, 201____, before me, the undersigned, a Notary Public in and for the State, personally appeared Elmer Smith, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same.

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

(SEAL)

NOTARY PUBLIC FOR IDAHO
Residing in: _____
My Commission Expires: _____