

**CITY OF POCATELLO**  
**CITY COUNCIL MEETING AGENDA**

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

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

2. INVOCATION

The invocation will be offered by Major Ben LaBarge (Ret.) from the Salvation Army.

3. CONSENT AGENDA

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

(a) MINUTES: Council may wish to waive the oral reading of the minutes and approve the minutes from the following meetings held March 10, 2016 - Study Session, Budget Development meeting and Executive Session; and the following meetings held on March 17, 2016 - Budget Development meeting, Executive Session, and Clarification and Regular Council meetings.

(b) PAYROLL AND MATERIAL CLAIMS: Council may wish to consider payroll and material claims for the month of March 2016.

(c) ANIMAL SHELTER ADVISORY BOARD REAPPOINTMENT: Council may wish to confirm the Mayor's reappointment of Su Puckett to continue her service as a member of the Animal Shelter Advisory Board. Ms. Puckett's term will begin April 20, 2016 and will expire April 20, 2018.

(d) HUMAN RELATIONS ADVISORY COMMITTEE REAPPOINTMENT: Council may wish to confirm the Mayor's reappointment of Virginia Kelly to continue her service as a member of the Human Relations Advisory Committee. Ms. Kelly's term will begin April 20, 2016 and will expire April 20, 2020.

(e) PLANNING AND ZONING COMMISSION REAPPOINTMENT: Council may wish to confirm the Mayor's reappointment of Ryan Satterfield to continue his service as a member of the Planning and Zoning Commission. Mr. Satterfield's term will begin April 20, 2016 and will expire April 20, 2020.

(f) ROCKY MOUNTAIN SCHOOL OF BASEBALL—USE AGREEMENT: Council may wish to consider a Use Agreement with Dennis Udy, dba Rocky Mountain School of Baseball (RMSB) for use of City baseball fields for a youth baseball tournament on May 13 and 14, 2016. RMSB will be required to pay applicable rental fees and provide the required liability insurance, naming the City as an additional insured. They will also be responsible for field maintenance, cleaning the facilities, any damage resulting from their use, and any additional costs incurred by the City as a result of the tournament. This is an annual event.

(g) SERVICE CONNECTION REQUEST: Council may wish to allow Michael and Kim Drake to connect a house located at 7200 West Portneuf Road to City water. The Utility Connection Annexation Covenant has been completed and if the connection is approved Mr. and Mrs. Drake will be required to pay outside City rates until the property is annexed.

(h) COUNCIL DECISION—OVERTURNING HPC DECISION REGARDING MURAL PAINTED AT 226 NORTH ARTHUR AVENUE: Council may wish to adopt its decision to

overturn the Historic Preservation Commission's (HPC) decision to deny the issuance of a Certificate of Appropriateness which would provide a mural to remain painted on the north wall of 210 North Arthur Avenue (Purported to be 226 North Arthur Avenue), a/k/a Fire Station One.

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

4. COMMUNICATIONS AND PROCLAMATIONS

5. CALENDAR REVIEW

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

6. TAXI LICENSE DENIAL APPEAL—MILLER

Vernon Miller will be present to appeal the decision of Police Department staff which denied Mr. Miller a Taxi license.

7. VOLUNTEER INTERN AGREEMENTS—PLANNING AND DEVELOPMENT SERVICES

Council may wish to approve the following research analyst volunteer agreements for the Planning and Development Services Department. Each agreement will extend from May 1, 2016 through December 31, 2016.

(a) ANDREW DUNN—help create an article on Pocatello's significance to Idaho's early history and assist in other projects as assigned;

(b) KRISTINE HUNT—help create a walking tour brochure for the Lincoln-Johnson Historic District and assist in other projects as assigned; and

(c) PAUL SIVITZ—help create an article on Pocatello's early history emphasizing its diversity and assist in other projects as assigned.

(Pertinent information attached.)

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

8. "COUNCIL SELECT" FUNDING REQUEST—CHAMBER SPRING CLEAN-UP EVENT

Pocatello-Chubbuck Chamber of Commerce Beautification Committee, represented by Mark Dahlquist, Committee Chairman (mailing address: 324 South Main Street, Pocatello, ID 83204), is requesting that "Council Select" funds in the amount of \$100.00 be used to help pay for expenses in connection with the annual Spring Clean-Up event. The event will begin at Caldwell Park on May 7, 2016. (As of April 1, 2016 \$4,750.00 remains in the "Council Select" fund.)

(Pertinent information attached.)

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

9. CONCESSION PERMIT REQUEST—SIXTH JUDICIAL DISTRICT CASA PROGRAM

Council may wish to consider granting an exception to City Code 5.06.020 to allow for concessions in conjunction with the Sixth Judicial District Court Appointed Special Advocates (CASA) Program's (mailing address: 836 East Center No. A, Pocatello, ID 83201) Family Luau fundraising event on Saturday, May 14, 2016 at Upper Ross Park from 12:00 noon to 10:00 p.m.

CASA will provide necessary liability insurance naming the City as an additional insured, pay all applicable fees, and provide proof of Health Department approval for the event.

(Pertinent information attached.)

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

10. EXCEPTION REQUEST FOR BEER/WINE PERMIT—HARRIS

Council may wish to consider granting a beer/wine permit to Jessica Harris (mailing address: 496A Clinton Street, Pocatello, ID 83204) for a graduation party at Centennial Park on May 7, 2016 from 12:00 noon to 5:00 p.m. Ms. Harris has submitted an application to the City to allow the consumption of beer and wine at the event. Approval of an exception by Council is necessary since this park is not specifically identified in City Code 12.36.060 where the consumption of such beverages is allowed.

(Pertinent information attached.)

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

11. EXCEPTION REQUEST FOR BEER/WINE PERMIT—DRAAYE

Council may wish to consider granting a beer/wine permit to Ruth Draaye (mailing address: 175 Plateau Drive, Pocatello, ID 83204) for a wedding-birthday party at Centennial Park on July 30, 2016 from 12:00 noon to 5:00 p.m. Ms. Draaye has submitted an application to the City to allow the consumption of beer and wine at the event. Approval of an exception by Council is necessary since this park is not specifically identified in City Code 12.36.060 where the consumption of such beverages is allowed.

(Pertinent information attached.)

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

12. ROSS PARK AND ZOO IDAHO SUMMER CONCERT SERIES—USE AGREEMENT

Council may wish to consider a Use Agreement with Randy Johnson of Imagine Music Entertainment, granting Mr. Johnson permission to:

(a) Organize, promote and provide the “Zoo Idaho Summer Concert Series and Open Air Art Fair” for the City of Pocatello during the summer of 2016, to include a waiver of facility use fees for the Ross Park Bandshell and adjacent Lower Ross Park area in return for provision of the events;

(b) Allow arts and crafts and artisan vendors to display and offer their goods for sale, as well as for local restaurants to provide food purchase opportunities, in conjunction with the Concert events;

(c) Recognize local businesses who provide event sponsorships via placement of banners at events, and verbal recognition and thanks prior to events;

(d) Sell performing musician CD's to the audience on the event dates that they perform; and

(e) Continue offering the concert series, along with artisan vendors and concessions in future years, barring any significant change or changes to events.

In conjunction with the Concert Series and Open Air Art Fair, Council may also wish to consider granting staff permission to:

(1) Institute a discounted “twilight” zoo entry rate of \$4.00 for adults and \$2.00 for children and seniors, good from 4:00 p.m. to close on the concert days;

(2) On an “as needed” basis, extend Zoo hours on concert days to 7:00 p.m. to accommodate additional zoo visitors; and

(3) Continue offering discounted “twilight” Zoo entry rates and “as needed” extend Zoo hours on concert days in future years, barring any change to rates or hours.

(Pertinent information attached.)

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

13. DECLARE INOPERABLE VEHICLE AS SURPLUS PROPERTY—PARKS

Council may wish to accept the recommendations of Parks staff and declare a 1995 Chevrolet pickup that is inoperable as surplus property and allow disposal of the vehicle through a local salvage yard. The vehicle's engine needs replaced and further repairs to the vehicle are not cost effective.

(Pertinent information attached.)

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

14. PIGGY BACK BIDS—STREET OPERATIONS

Council may wish 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:

(a) IDAHO ASPHALT SUPPLY, INC.: Sealing oil for the 2016 paving program. 290 tons CRS-2 or CRS-2P sealing oil at \$395.00 per ton (\$405.00 FOB jobsite); 100 tons CSS-1H-DIL 50/50 \$310.00 per ton (\$320.00 FOB job site); and 290 tons CQS-1HP \$510.00 per ton (\$520.00 FOB job site). Total price is approximately \$293,450.00;

(b) IDAHO TRAFFIC SAFETY, INC.: Road striping services for a total estimated cost of \$24,788.40; and

(c) VALLEY SLURRY SEAL: In Place Slurry Surface Product for a total price of \$204,000.00

These vendors have agreed to honor piggy-back prices as outlined in their bid documents. Funds are available in the Street Department's Fiscal Year 2016 budget.

(Pertinent information attached.)

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

15. SOLE SOURCE DECLARATION OF LATEX EMULSION PURCHASE—STREET OPERATIONS

Council may wish to accept the recommendations of Street Operations staff and approve the purchase of GSB-88 1:1 + Latex Emulsion from Asphalt Systems, Inc. to be a valid sole source expenditure for the City's 2016 Summer Paving Program and authorize the Mayor to sign documents related to the purchase. The product is a trademarked material that no other company makes and therefore, it is impractical/impossible to obtain three bids. The amount requested is 132 tons for a total purchase price of \$78,356.80 (F.O.B. Salt Lake City, Utah).

(Pertinent information attached.)

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

16. COLLECTIVE BARGAINING AGREEMENT—FIRE UNION LOCAL NO. 187

Council may wish to approve the adoption of the Fiscal Year 2015-2016 Collective Bargaining Agreement (CBA) for the Pocatello Firefighters Local No. 187, subject to Legal Department review. This CBA is the new contract following the completion of Fact Finding.

(Pertinent information attached.)

Documents: [AGENDA-ITEM16.PDF](#)

17. ENGAGEMENT AGREEMENT—ANDERSON, JULIAN AND HULL, LLP FOR UNION NEGOTIATION SERVICES

Council may wish to authorize the Mayor to execute an Engagement Agreement with the law firm of Anderson, Julian and Hull, LLP for their service as a professional union negotiator on behalf of the City Management Team for the negotiation of terms regarding the Fire and Police Collective Bargaining Agreements.

(Pertinent information attached.)

Documents: [AGENDA-ITEM17.PDF](#)

18. INTERGOVERNMENTAL AGREEMENT—BANNOCK COUNTY AMBULANCE SERVICE

Council may wish to accept staff's recommendation that the City of Pocatello Fire Department renew its Intergovernmental Agreement with Bannock County for the provision of EMS services within Bannock County and authorize the Mayor to sign said agreement, subject to Legal Department review. This is a "no cost" agreement that outlines the level of service and terms of the agreement.

(Pertinent information attached.)

Documents: [AGENDA-ITEM18.PDF](#)

19. ORDINANCES

The Council has the following options for reading ordinances. If the Council makes no motion, the ordinance will be read by title on two occasions and at length on the third occasion and placed on final passage for publication.

EXAMPLE MOTIONS:

**FOR THREE SEPARATE READINGS:** "I move the ordinance, Agenda Item # , be read only by title on three separate occasions and placed on final passage and ordered for publication, and that only the ordinance summary sheet be submitted for publication."

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

Before the ordinance can be read under Option 1 or 2, the Council, by a vote of one-half plus one (4) of the full Council, must vote to direct how the ordinance is to be read.

An ordinance ready for reading.

19. An ordinance amending portions of Chapter 15.20 "Sign Code" to amend a portion of the chapter which pertains to off-premises signs and the removal of two (2) definitions associated therewith ("government facility" and "government agency"), as presented to Council at a public Hearing held on March 17, 2016. (This ordinance is prepared for reading under the rules of suspension.)

Documents: [AGENDA-ITEM19.PDF](#)

20. 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.)

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## PUBLIC HEARING PROCEDURE

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

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

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

## READING OF AN ORDINANCE PROCEDURE

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

**AGENDA**

**ITEM**

**NO. 3**

**Consent**

**Agenda**

CITY OF POCA TELLO, IDAHO  
CITY COUNCIL STUDY SESSION  
MARCH 10, 2016

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

AGENDA ITEM NO. 2: Kari Giesbrecht, Chair Person; Judy Boren, Idaho Stars; and  
CHILD CARE ADVISORY Jene' Cardenas, City Liaison; from the Child Care Advisory  
COMMITTEE UPDATE Committee were present to discuss the Committee's goals and projects, as well as Council's policies and expectations.

Ms. Cardenas reviewed the purpose of the Committee. She stated the Committee has been instrumental in making child care centers safe for children and noted the Child Care Code was revised in 2015 and provides even safer conditions. Ms. Cardenas reported that 48 facilities are operating in Pocatello. Other members of the Committee were also recognized in the audience.

Ms. Giesbrecht gave an overview of the activities for the Committee. She shared her concerns that providers are only required to have minimal trainings and are not required to meet education standards. As a result, the Committee will provide quarterly trainings for providers. The trainings will provide networking opportunities and education on an array of subjects.

Ms. Boren reviewed the training accomplishments for the Idaho Starts Program in this Region. She mentioned they held 91 live trainings with 1158 attendees (duplicate attendees within this number). Ms. Boren explained there are 180 registered providers in the system utilizing scholarships to attend trainings and college courses. She feels the trainings have helped to increase the quality of care for children.

AGENDA ITEM NO. 3: Brenda Pollard and Dorsey Hill, Committee members; and  
CDBG ADVISORY Melanie Gygli, Staff Liaison; representing the Community  
COMMITTEE UPDATE Development Block Grant (CDBG) Committee were present to discuss the Committee's goals and projects, as well as Council's policies and expectations.

Ms. Pollard stated the Committee's top priority is reviewing CDBG programs and fair housing education. She reviewed Fair Housing efforts which included an article in the Mayor's Newsletter and public meetings were held to educate the public.

Council discussion regarding Fair Housing enforcement followed. The process to report a violation was reviewed and it was noted that Committee representatives have also attended local realtor meetings to discuss fair housing issues.

Ms. Hill reported the Committee met with Idaho State University students to review suggested questions students should ask when renting property and what their rights are.

The CDBG Advisory Committee is responsible for reviewing the CDBG programs which include the following: all HUD-required reporting, such as action plans, CAPERS, and consolidated plans; program accomplishments for both the City and its subrecipients; project oversight; consistency reviews for local agencies seeking other HUD funding; oversight of the City's award system for CDBG funding allocations; and fair housing education. The accomplishments of the past year for the Committee were reviewed. Recent projects include: 1646 and 1648 North Garfield-two new

homes built by Gateway Habitat for Humanity; 1500 block of North Hayes-three new homes; 473/491 McKinley-new townhouse built by NeighborWorks Pocatello on lot purchased with CDBG funding; 300 block of Fredregill, north side-sidewalk is now complete along the whole block face; corner of East Lewis and 6<sup>th</sup> Avenue - dangerous sidewalk was removed and new sidewalk installed.

Council discussion followed regarding the positive influence that takes place when upgrades to a home or sidewalk improvements are made in a neighborhood.

AGENDA ITEM NO. 4: Mark Dahlquist, President; David Maguire, Dorsey Hill and VALLEY PRIDE Shelley Goings; representing Valley Pride were present to give UPDATE their annual update and provide information regarding a beautification project along the berms located on Highway 30.

Mr. Dahlquist gave an update of Valley Pride's activities planned for 2016. He reported they have 27 board members at this time. Mr. Dahlquist gave a brief overview of past projects which include the following: bring home the chief by the visitors center, Clark and Center Streets interchange welcome sign, beautification of the west side of the interchange, south 5<sup>th</sup> Avenue welcome sign, Chief Pocatello statue by the Visitor's Center and creation of Brooklyn's Playground (Brooklyn's Buddies maintain the structure). He reviewed the recent Alameda hill beautification project between Sizzler Restaurant and Interstate 15. Board members planted trees and installed irrigation to beautify the hill area. Mr. Dahlquist reported the Committee has an active marketing committee that is working on a new "It's My Valley" logo.

A brief history of the Highway 30 Berms project was given by Mr. Maguire. He acknowledged John Banks, Parks and Recreation Director, and the Park's cooperation and involvement in the project. It was noted Valley Pride has been working on the berms on the southwest side of Highway 30 for more than 10 years. The Board would like to make the area a pleasant boulevard for individuals coming into the community.

General discussion regarding the berm project continued. It was noted there are existing berms on Highway 30 in front of the following three properties: Pacific Recycling, Dale's and Conway Trucking. Valley Pride would like to install an irrigation system in the three berms to support the trees. The Board would like Council to waive the \$6,200.00 water connection fee to make the project more affordable. They would like Council to consider their request on March 17, 2016. Board members feel they can raise funds to purchase additional trees for the project. An overview of the entire project was given. Material will be needed to build up the berms and Mr. Maguire hopes some of the rock left over from the South Valley Road project could be used for the berms.

Mr. Dahlquist explained Valley Pride is applying for a \$10,000.00 grant to get the project started.

Ms. Hill explained this is a long-term project and she hopes it will go along with other projects taking place in the community.

AGENDA ITEM NO. 5: Tom Sanford, Dan Deakin, Dave Widdison and Ralph Oborn representing the local Boy Scouts Council, were present to discuss a proposal regarding approximately 18 acres of City owned property located in the Douglass Lane area in Power County, north of Simplot. The proposal is to lease this property to the local Boy Scouts Council for improvements and use as a local day camp. The Boy Scouts are working with Water Pollution Control staff and have already conducted many improvement projects on the property in preparation of a possible lease. Currently, the property does not have a planned use.

Mr. Deakin, Pocatello Area District Director, gave an overview of the Boy Scout Council. He noted approximately 10,000 youth and 2,500 volunteers are involved in their organization. Their organization has been looking for decades to find a suitable camp area and they desire to enter into a long-term lease with the City for the Douglass Lane area. Mr. Deakin gave an overview of the future camp area design and improvements being planned for the area. He mentioned their organization would like to start utilizing the proposed area in June 2016.

Mr. Sanford explained he has worked with scouts for many years and gave a brief history of the land prior to the scouts doing cleanup and improvements to the area. He noted that scouts eliminated 11 buildings on the property and other eagle projects have been completed by utilizing the property.

Discussion continued regarding the Boy Scouts entering into a lease with the City for a minimal amount. In exchange, the Scouts will provide upgrades and improvements to the property. Boy Scout representatives will work with City departments before starting any projects on the property.

In response to questions from Council, Mr. Oborn explained he is a Scout volunteer and representative from the Department of Environment Quality. Their organization was working with the Bureau of Land Management to utilize property near McCammon, Idaho for a camp site. However, they kept running into issues with rattlesnakes and high wind conditions killed much of the trees and grasses in the area. Short-term plans are to start utilizing the Douglass property in 2016. Long-term plans are to make improvements to the property to accommodate larger Scout groups.

Mr. Deaton mentioned if a lease for the property cannot be prepared for consideration by May 2016, the Boy Scout Council would like to obtain a temporary permit to use the property.

AGENDA ITEM NO. 6: Rich Smith, representing Kiwanis Club of Pocatello and John Banks, Parks and Recreation Director, were present to review a request received from the Kiwanis Club of Pocatello asking that the City consider changing the name of Bonneville Park located at Bonneville Street and south 19<sup>th</sup> Avenue to Kirkpatrick Park in recognition of Colonel David Kirkpatrick's many years of dedicated service to the Pocatello community.

Mr. Banks explained the Kiwanis Club of Pocatello would also like to place a small monument in close proximity to the park sign, which would contain specific information about Colonel Kirkpatrick and his many community contributions. The Kiwanis Club has received support for the name change from the Parks and Recreation Advisory Board. The Board feels that the Bonneville Park location is appropriate due to its proximity to the Idaho State University (ISU) campus, and in recognition to Colonel Kirkpatrick's deep ties to ISU and the community. The Board also felt the

name change could serve to ease confusion between Bonneville Park (located at Bonneville Street and South 19<sup>th</sup> Avenue) and Bonneville Community Park (located at North 7<sup>th</sup> Avenue and East Fremont Street adjacent to the Senior Activities Center).

Mr. Smith thanked Mr. Banks and the Parks and Recreation Advisory Board for their support. He reviewed Mr. Kirkpatrick's emphasis to help local youth become successful and encouraged young men to join ROTC. The Kiwanis Club will pay for the cost to replace park signage, as well as the small monument adjacent to the park sign.

A majority of the Council supported the renaming of the park concept. A final decision will be voted upon at a later date.

AGENDA ITEM NO. 7: John Banks, Parks and Recreation Director; Peter Pruett, Zoo Superintendent; and Randy Johnson of Imagine Music Entertainment, were present to review a proposal for the Ross Park/Zoo Idaho area. Mr. Johnson is requesting permission to organize, promote and provide the Zoo Idaho Summer Concert Series and Open Air Art Fair for the City of Pocatello during the

summer of 2016, and in future years pending on-going City Council approval. Beginning in 2016, events would be expanded to allow arts and crafts and artisan vendors to display and offer their goods for sale, as well as for local restaurants to provide food purchase opportunities, in conjunction with the concert events.

Mr. Banks explained Mr. Johnson is offering to provide these services to the City for 13 Saturdays during the summer of 2016, running June 4 through August 27 from 5:00 p.m. to 7:00 p.m. He also proposes to grow and expand the summer 2016 events by including an art in the park element, as well as concession and catering opportunities for local restaurants, all under the new program name of "Zoo Idaho Summer Concert Series and Open Air Art Fair." The events are no cost to the City.

In 2015, Council granted staff permission to institute a discounted "twilight" zoo entry rate of \$4.00 for adults and \$2.00 for children and seniors. Staff is again requesting Council permission to allow the discounted "twilight" rate for summer 2016.

Mr. Johnson gave an overview of the local musical talent he would like to promote in the community. He explained these are family oriented events and no alcohol will be allowed. Mr. Johnson would like to add the opportunity for art vendors to display their products, provide music and food to keep the event growing and moving forward. The event was full in 2015 and he feels this is a great addition to Ross Park and Zoo Idaho.

Mr. Banks noted the Art Fair event dates will be June through August from 3:30 p.m. to 7:00 p.m. Additional parking is available on the south end of the park to accommodate approximately 40 vehicles. He mentioned portable restroom access may need to be increased as the event becomes more popular. Mr. Banks explained trash is cleaned-up at the end of each event.

Mr. Pruett mentioned once the new Zoo entrance is completed, more restrooms will be available.

AGENDA ITEM NO. 8: Lon Crowell, Planning and Development Services Director; Matthew Lewis, Planning Manager, and Dave Foster, Associate Planner; were present to review and discuss the comprehensive re-write of the City's Title 16, Subdivision Ordinance. This re-

write is to update and clarify ordinance provisions in compliance with current Idaho subdivision and survey statutes, zoning ordinance provisions and development practices.

Mr. Crowell gave a brief overview of the proposed amendments. He noted that Mr. Foster would give the presentation.

In response to questions from Council, Merrill Quayle, Development Engineer, reviewed the process of charging capacity fees for water and waste water. He mentioned the City of Chubbuck has a capacity fee and it is comparable to Pocatello's fee. Mr. Quayle will create a comparison spreadsheet of each city's capacity fees for the Council to review.

Mr. Foster stated the objective of the proposed amendments include eliminating outdated and conflicting provisions, re-organize and clarify processing requirements and expand opportunities to subdivide infill and redevelopment property. The key components include: 1) expansion of definitions to improve understanding of applicable terminology; 2) clarify and simplify "Short Plat" subdivision options for creating 4 or fewer lots; 3) re-organize and clarify the "Preliminary Plat" application procedures; 4) re-organize and clarify the "Final Plat" application procedures; 5) update provisions for pre-development recording of a final plat and post-development recording procedures in order to relieve development capital for other development opportunities; 6) enact "Subdivision Surety" requirements for ensuring completion of development when a subdivision plat is recorded prior to development; 7) enact "Warranty Period" requirements for all subdivisions; 8) clarify and enact procedures for "Property Line Adjustments" in order to ensure compliance with applicable zoning and subdivision code provisions and Idaho survey and subdivision code provisions; and 9) simplify the subdivision application and development process where possible.

General discussion continued regarding the proposed amendments. The proposed change/updates are suggested in order to bring the code in line with the State Code. The failure to complete a development or construct it incorrectly is part of a surety insurance bond requirement. This will provide funds if the City must go in and complete the project or repair infrastructure that was not installed correctly. A process will be in place to solve issues when they occur.

Mr. Foster reported the proposed schedule moving forward with the new Subdivision Ordinance is to hold a public hearing on April 13, 2016 before Planning and Zoning for their review and recommendation followed by a public hearing on May 19, 2016 for Council to consider the proposed ordinance.

Mayor Blad called a recess at 11:13 a.m.

Mayor Blad reconvened the meeting at 11:25 a.m.

AGENDA ITEM NO. 9: Mike Jaglowski, Public Works Director; Deirdre Castillo, City Engineer; and Jeff Mansfield, Project Engineer; were present to summarize the findings of the Road Safety Audit (RSA) INTERSECTION PROJECT -ROAD SAFETY AUDIT conducted in September 2015 and to seek Council direction on REPORT UPDATE the Alameda/Jefferson Intersection project.

Mr. Jaglowski explained staff is looking for Council's recommendations and thoughts regarding improvements listed in the RSA report. He gave a brief history of the project noting the purpose of the project is to improve the safety and mobility for vehicles, pedestrians and bicyclists. Mr. Jaglowski reported the crash rates at the intersection are 70% higher than expected crashes for

drivers that are not familiar with the intersection. The intersection's current level of service (LOS) is rated "E" which indicates there is needed service.

ALTERNATIVES EVALUATION – over 17 conventional and unconventional alternatives were evaluated. A public hearing was held in December 2014. The public ranked safety as a top concern and 75% of the respondents indicated that changes should be made to the intersection.

General discussion of multiple options to correct identified safety issues followed. A 3-day field review was done to identify the biggest issues in the corridor. The issues identified are listed in the following categories: 1) pedestrian, 2) traffic, 3) signage, 4) right-of-way and 5) school zones. Recommendations to correct the issues identified were broken down by months and/or years to complete.

#### SHORT TERM RECOMMENDATIONS 0 TO 6 MONTHS

Placement/upgrades of pedestrian crosswalks and various traffic signs.

#### INTERMEDIATE TERM RECOMMENDATIONS 6 MONTHS TO 5 YEARS

Install pedestrian sidewalk along Hiline Road, widen sidewalk on south side of Pocatello Creek Road; and placement/modification of raised medians.

#### LONG TERM RECOMMENDATIONS MORE THAN 5 YEARS

Various pedestrian safety and traffic modifications.

Mr. Jaglowski mentioned approximately 48 different improvements to the corridor are being recommended. Most of the improvements meet the short term recommendations.

#### DECISION AND FUNDING OPTIONS

Option A.1 - Complete all recommendations listed in the RSA using the entire project budget of \$5.5 million. (This would require \$220,000.00 plus additional match to be paid in Fiscal Year 2017.)

Option A.2 - Complete all short term and intermediate term recommendations using only the match money already paid to date. Perform engineering in-house. \$1 million to \$1.4 million would be available for right-of-way and construction. (Staff recommendation.)

Option A.3 - Same as A.2 which uses only the match already paid except the City would modify the consultant scope of work to capture the RSA recommendations. \$800,000.00 to \$1.2 million would be available for right-of-way and construction.

Option B - Re-visit the other alternative designs. Move forward with designs previously considered at the December 2014 public meeting. The least expensive alternative (thru-u turns) would require \$2.3 million to \$3.5 million additional funds. Additional City obligation could range anywhere from \$390,000.00 to \$4 million.

Option C – Do nothing. Do not move forward with either the recommendations provided in the Road Safety Audit Report or with any of the designs previously considered. City would need to reimburse the State of Idaho \$1 million (\$349,000.00 cash and \$651,000.00 land.)

Mr. Jaglowski gave an overview of what staff supports and the most cost effective way to correct the issue. He feels Engineering staff is able to design the project and Street Department staff can modify the roads.

Mr. Mansfield explained the RSA team experienced the intersection for three days. Members on the team had never been through the intersection and looked at all of the different alternatives. The recommendations are based upon their findings.

A majority of the Council supported the recommendation outlined in option A.2.

Ms. Castillo mentioned obtaining right-of-way to implement the options in A.2 will need to be purchased in 2016. She explained the proposed concepts will need to be developed and approved before moving forward.

Council thanked staff for their efforts to develop the options.

AGENDA ITEM NO. 10: Kim Smith, Human Resources Director and Nicole Harms, Human Resources Consultant, were present to give an overview of accepted bids from Blue Cross of Idaho, Regence, and Aetna. This presentation will include plan design comparisons and rate comparisons between the different plans for City employee health benefits.

Ms. Harms gave a brief history of the process used to compare health benefit rates and carriers. She explained over 15 employee meetings have been held to explain and discuss employee concerns regarding health benefits.

In response to questions from Council, Ms. Harms reviewed the Mercer Marketplace meetings with employees. She noted the following: 1) Prescription costs under the plan were a concern for employees. 2) Employees would have the ability to choose the plan(s) they prefer in the Mercer Marketplace. 3) Employees would like to know the deductible costs for initial start-up with the new plan. Mercer stated they will honor out-of-pocket amounts already paid toward an employee's deductible. 4) Employees are also concerned with VEBA amounts and 5) the impact of Fire Department employees leaving the City's insurance coverage.

The following proposed rates and anticipated cost for the City was reviewed:

Comparison of Blue Cross of Idaho 11.82% rate increase to Aetna and Regence were broken down by the following: Aetna 9.7% increase and Regence 9.9% increase. It was noted that these rates are outside the Mercer Marketplace plan.

Mercer Marketplace Plan Design rates were reviewed. General discussion regarding co-insurance for in-network providers and prescriptions were overviewed. It was mentioned the figures provided are not exact rates, but are representative of typical rates.

Estimated rates for employees based on current contribution rates were reviewed. The rates were broken down by the following deductible plans: \$800.00, \$1,500.00, \$2,500.00 and \$4,500.00. Different example scenarios of employee coverage and costs were discussed.

Human Resources staff recommended Mercer Marketplace because of the following benefits: cost control, technical platform, gives employees a choice, one-stop shopping, and provides employees with decision making tools. It was noted that the cost for distribution between the City and employee cannot be determined until April. Staff is looking for direction from Council regarding moving forward with the Marketplace concept.

General discussion continued regarding proposed health coverage plans, employee costs and City costs. It was mentioned the intent of VEBA dollars being deposited in an employee's account was to help with higher deductibles. As a result, there were reduced costs for the City and employees.

Council appreciates the efforts made by Human Resources staff to reach employees to discuss health benefits. City employees have spoken-up and shared their thoughts regarding their benefits.

Mayor Blad adjourned the meeting at 12:50 p.m.

APPROVED:

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BRIAN C. BLAD, MAYOR

ATTEST:

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RUTH E. WHITWORTH, CMC, CITY CLERK

CITY OF POCA TELLO, IDAHO  
CITY COUNCIL MEETING -  
BUDGET DEVELOPMENT  
MARCH 10, 2016

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Council President Steve Brown called the City Council meeting for budget development to order at 2:05 p.m. Council members present were Roger Bray, Jim Johnston and Gary Moore. Mayor Brian Blad joined the meeting at 2:16 p.m. Councilmember Michael L. Orr was excused.

Nicole Harms, Human Resources Consultant, and Kim Smith, Human Resources Director, reviewed current medical benefit costs for the City.

Ms. Harms gave an overview of Fiscal Year 2017 Health Benefit costs for the following providers: Mercer Marketplace (does not include Fire Department employees) would be approximately \$5,301,720.72 (0.2% increase, \$12,838.49); Blue Cross of Idaho (does not include Fire Department employees) would be \$5,914,012.56 (11.82% increase, \$625,130.33).

In response to questions from Council, Ms. Harms would need to research what the difference in premium rates would be if the City chooses the Marketplace plan and Police Department employees leave the group coverage. She reminded Council that the City budgets \$2,000.00 per employee for the Health Reimbursement Arrangement (HRA) Volunteer Employee Beneficiary Association (VEBA). If premium costs do increase, Council could increase an employee's HRA-VEBA amount.

Council discussion regarding different methods to provide funds for medical insurance coverage continued.

Mayor Brian Blad joined the meeting at 2:16 p.m. Council President Brown turned the chair of the meeting over to Mayor Blad.

Ms. Smith explained if Council would like to move forward with the Marketplace option, a Letter of Intent to Mercer Marketplace is due by March 25, 2016. The letter of intent has been prepared for Council's consideration on March 17, 2016.

Council determined that additional information regarding the Marketplace option could be presented during the 9:00 a.m. Budget Development meeting on March 17. Council will be able to make their decision regarding the Letter of Intent during the March 17 Regular Council meeting at 6:00 p.m.

Mayor Blad announced that Joyce Stroschein, Chief Financial Officer/Treasurer would provide information related to developing the City's Fiscal Year 2017 budget.

Ms. Stroschein was joined by Ashley Linton, City Accountant, and stated Finance staff is seeking Council's direction for initial budget building guidance for the following items:

GENERAL FUND LEVY LIMITATION – move Zoo Division to Recreation Fund, Add Legal and Mayor/Council Departments to Administrative Support Calculation, Move Magistrate Court Revenue to Police Department, Add Administrative Support items from Non-Department to

CITY OF POCA TELLO  
BUDGET DEVELOPMENT MEETING  
MARCH 10, 2016

Administrative Support calculation, Electric Franchise Fee revenue to General Fund, Risk Management Insurance General fund – levy direct. COUNCIL DECISION – MOVE FORWARD WITH THESE LEVY LIMITATION OPTIONS.

POLICY DECISION – Fund Reserves policy and the Union Negotiation policy. Legal staff will prepare resolutions to implement the policies for Council's consideration. COUNCIL CONSENSUS TO CREATE FUND RESERVES POLICY AND UNION NEGOTIATION POLICY.

PROPERTY TAX LEVY – Initial budget guidance (decrease or flat) a 3% increase can be taken for the property tax levy and Foregone Tax is available. It was noted at the previous week's session Council did not wish to take an increase in tax at this time. As a result, Council will need to decrease expenditures in the tax supported portion of City's budget by approximately \$852,000.00. This is an initial build of the City's budget revenues and can be changed later in the budget process. COUNCIL CONSENSUS TO TAKE ZERO ADDITIONAL TAX LEVY DOLLARS.

PROPERTY TAX DISTRIBUTION – Council will need to determine how the decrease in expenditures should take place and what the distribution will be. It was suggested that Mayor Blad and Ms. Stroschein meet to create a distribution plan so that departments can base their budgets on the distribution plan.

100% FEE SUPPORTED FUNDS – Fee supported budgets are usually built according to the rate study. Plans have been made and projects need to be completed. Should these departments be allowed to build their budget according to the rate study? It was mentioned if the rates are altered, departments may not be able to accomplish the projects that have been planned. CONSENSUS OF THE COUNCIL TO CONTINUE FEE SUPPORTED FUNDS ACCORDING TO RATE STUDY

EMPLOYEE COMPENSATION – Pay plan for Fiscal Year 2017 needs to be determined. Staff is currently working on salary projections. If Council would like to move forward with the proposed employee compensation plan, staff will need to begin working on the plan as soon as possible. It was mentioned that the City's Fire and Police Unions have not determined if they want to include longevity as part of their wages. As a result, it will be difficult to determine costs at this time.

Council discussion continued regarding the Compensation Plan. Various opinions were shared regarding implementation of the proposed compensation plan at this time. CONSENSUS OF THE COUNCIL TO BUILD WAGES WITH REGULAR STEP GRADE SYSTEM.

General discussion continued regarding employee longevity pay and how this is applied per department. It was mentioned that once the initial five (5) years of service has passed, longevity pay begins.

HEALTH BENEFITS – Insurance provider for Fiscal Year 2017 needs to be determined. MARCH 17<sup>TH</sup> MEETING - COUNCIL WILL DECIDE IF MOVING FORWARD WITH MERCER MARKETPLACE.

It was mentioned that distribution of the employee's share of health benefit costs will not be determined until April 14, 2016.

CITY OF POCATELLO  
BUDGET DEVELOPMENT MEETING  
MARCH 10, 2016

There being no further business, Mayor Blad adjourned the meeting at 3:07 p.m.

APPROVED:

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BRIAN C. BLAD, MAYOR

ATTEST:

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RUTH E. WHITWORTH, CMC, CITY CLERK

3(a)

CITY OF POCA TELLO, IDAHO  
CITY COUNCIL EXECUTIVE SESSION  
MARCH 10, 2016

An Executive Session of the City Council was called to order by Mayor Brian Blad at 3:17 p.m. in the Paradise Conference Room at City Hall. Council members present were Roger Bray, Steve Brown, Craig Cooper, Jim Johnston and Gary Moore. Council member Michael L. Orr was excused.

A motion was made by Mr. Bray, 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 Bray, Moore, Brown, Cooper and Johnston.

In addition to the Mayor and Council members, Ruth Whitworth, City Clerk; Joyce Strochein, Chief Financial Officer/Treasurer; Dean Tranmer, City Attorney; Kirk Bybee, Deputy Attorney (Civil); Michael Jaglowski, Public Works Director; Jeff Mansfield, Project Engineer; Jon Herrick, Water Pollution Control Superintendent; and Kate Eldridge, Vice President and Todd Jensen, Senior Project Manager, representing HDR Engineering; were present.

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

Mayor Blad adjourned the Executive Session at 5:10 p.m.

APPROVED:

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BRIAN C. BLAD, MAYOR

ATTEST:

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RUTH E. WHITWORTH, CMC, CITY CLERK

CITY OF POCA TELLO, IDAHO  
CITY COUNCIL MEETING -  
BUDGET DEVELOPMENT  
MARCH 17, 2016

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Mayor Brian Blad called the City Council meeting for budget development to order at 9:05 a.m. Council members present were Roger Bray, Steve Brown, Craig Cooper, Jim Johnston, Gary Moore and Michael L. Orr.

Mayor Blad announced the Council would review various topics regarding the proposed Fiscal Year 2017 Budget Development.

Mr. Brown asked to have a comparison of connection fees presented.

Merril Quayle, Development Engineer, reviewed a spreadsheet with a comparison of rates/fees for residential service in the City of Chubbuck and City of Pocatello. Comparisons were broken down by connection fees for water and wastewater, as well as monthly volume use of water.

General discussion regarding connection fees and rates for builders and developers followed.

Kim Smith, Human Resources Director, was joined by Nicole Harms, Human Resources Consultant, to discuss health benefits for City employees. Ms. Smith explained they were present as a follow-up to the Budget Development meeting of March 10, 2016. She reminded the Council their department was tasked with researching various health benefit plans that would be more cost effective for the City.

General discussion continued regarding different types of health coverage available for employees. It was mentioned that health benefits are a part of the overall compensation package and these two pieces of the formula should be discussed in more detail. Final figures are not known at this time because there are still too many variables.

Discussion regarding asking health insurance carriers that are not part of the Mercer Marketplace to give other options followed. The benefits for employees such as Health Reimbursement Arrangement (HRA) Volunteer Employee Beneficiary Association (VEBA) and the City's costs were reviewed. It was noted there are budget guidance deadline dates that need to be met.

Human Resource staff mentioned Mercer Marketplace is an on-line system and will save staff time processing benefits. They feel additional trainings could be offered to employees if the management of health benefits could be automated.

Council discussion to move forward with selecting a health benefit program for Fiscal Year 2017 continued. It was mentioned that many employees have contacted the Mayor and Council to express their opinion regarding health benefit coverage. A majority of those who contacted the Mayor and Council feel the City's level of coverage should remain the same, but not necessarily with the same carrier. Distribution of funds toward HRA-VEBA accounts for employees and the split between the City and employees for the cost of insurance would still need to be determined.

CITY OF POCA TELLO  
BUDGET DEVELOPMENT MEETING  
MARCH 17, 2016

Ms. Harms feels the City will eventually need to modify employee health benefit coverage because the current coverage is not sustainable.

It was suggested that additional health benefit information be offered to employees throughout the year so the City may begin moving toward a different direction for health benefits. Employee concerns regarding health benefit issues would be addressed through the information provided.

Council will consider the Mercer Marketplace Letter of Intent during the March 17, 2016 Regular Council meeting.

Mayor Blad announced that Joyce Stroschein, Chief Financial Officer/Treasurer, would provide information related to developing the City's Fiscal Year 2017 budget.

Ms. Stroschein reminded Council the following two (2) positions have not been filled: Legal Department (attorney) approximately at \$136,000.00 and Marshall Public Library (circulation) at approximately \$66,000.00. She noted there is also one (1) position in the Street Department that is "on hold" at this time.

In response to questions from Council, Ms. Stroschein reviewed a list of employees that have submitted their intent to retire in Fiscal Year 2017. The City currently has \$424,000.00 in the budget for retirements. The total retirement expense for 21 positions in Fiscal Year 2017 is \$754,089.84. Ms. Stroschein suggested that funds that have been budgeted for potential retirements be moved into a designated fund. If an individual does not retire, departments will not need to continue budgeting for this potential expense.

Ms. Stroschein reviewed the small timeframe of potential savings that can be anticipated after a person retires. However, she feels adjustments are needed to improve the City's current budget position. The City will not be able to avoid a future budget shortfall without adjusting its workforce to make a more functional budget. Ms. Stroschein suggested that Council discuss potential adjustments to City services if they choose to make changes in the workforce.

It was mentioned cutting capital expenditures from the budget is discouraged. Reducing capital costs reduces the budget, but it does not solve long-term issues. These capital items will eventually need to be replaced.

BUDGET DEVELOPMENT DISCUSSION SCHEDULE --

April 7, 2016 Budget Development meeting will include the following:

Review the City's workforce numbers. (Salary projections and the health benefit rates should be known by this date to provide a better estimate for wage determination.)

CITY OF POCA TELLO  
BUDGET DEVELOPMENT MEETING  
MARCH 17, 2016

Review homeowner's exemption changes by the 2016 Legislature and potential property tax revenue figures from the Bannock County Property Assessor.

Council expressed their appreciation of City employees and that the adjustments being discussed at this time are not personal. They will continue looking at costs and seeking potential revenue to balance the budget. Council explained input from departments is critical to make decisions that are the most effective. These decisions will help the City to move forward and not keep looking at the same issues each budget year.

There being no further business, Mayor Blad adjourned the meeting at 11:21 a.m.

APPROVED:

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BRIAN C. BLAD, MAYOR

ATTEST:

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RUTH E. WHITWORTH, CMC, CITY CLERK

CITY OF POCA TELLO, IDAHO  
CITY COUNCIL EXECUTIVE SESSION  
MARCH 17, 2016

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An Executive Session of the City Council was called to order by Mayor Brian Blad at 11:26 a.m. in the Paradise Conference Room at City Hall. Council members present were Roger Bray, Steve Brown, Craig Cooper, Jim Johnston, Gary Moore and Michael L. Orr.

A motion was made by Mr. Moore, seconded by Mr. Orr, 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 Moore, Orr, Bray, Brown, Cooper and Johnston.

In addition to the Mayor and Council members, Ruth Whitworth, City Clerk; Rich Diehl, Deputy Attorney (Civil); Lynette Sampson, Deputy Risk Manager; Joyce Stroschein, Chief Financial Officer/Treasurer; David Gates, Fire Chief; and Kim Smith, Human Resources Director; were present.

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

Mayor Blad adjourned the Executive Session at 12:19 p.m.

APPROVED:

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BRIAN C. BLAD, MAYOR

ATTEST:

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RUTH E. WHITWORTH, CMC, CITY CLERK

CITY OF POCA TELLO, IDAHO  
CITY COUNCIL AGENDA  
CLARIFICATION MEETING AND  
REGULAR CITY COUNCIL MEETING  
MARCH 17, 2016

CLARIFICATION MEETING The City Council Agenda Clarification Meeting was called to order at 5:32 p.m. by Mayor Brian Blad. Council members present were Roger Bray, Steve Brown, Craig Cooper, Jim Johnston, Gary Moore and Michael L. Orr. 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 6:00 p.m. ROLL CALL AND PLEDGE OF ALLEGIANCE by Mayor Brian Blad. Council members present were Roger Bray, Steve Brown, Craig Cooper, Jim Johnston, Gary Moore and Michael L. Orr.

Mayor Blad led the audience in the pledge of allegiance.

AGENDA ITEM NO. 2: The invocation was offered by Pastor Jaqueline Thomas, Praise INVOCATION Temple of God.

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 February 25 and March 3, 2016 Budget Development meetings; and the March 3, 2016 Clarification and Regular Council meetings.

-TREASURER'S REPORT (b) Consider the Treasurer's Report for March, showing cash and investments as of February 29, 2016 in the amount of \$51,216,865.72.

-CHILD CARE ADVISORY COMMITTEE APPOINTMENT (c) Confirm the Mayor's appointment of Robert Croker to serve as a member of the Child Care Advisory Committee, replacing Hanna Geshelin who resigned. Dr. Croker's term will begin March 18, 2016 and will expire March 18, 2020.

-HUMAN RELATIONS ADVISORY COMMITTEE REAPPOINTMENT (d) Confirm the Mayor's reappointment of Terry Brooks to continue his service as a member of the Human Relations Advisory Committee. Mr. Brooks' term will begin March 22, 2016 and will expire March 22, 2020.

-AIRPORT USE AGREEMENT -POCA TELLO MOTOCROSS PARK (e) Approve and authorize the Mayor to sign a Use Agreement between the City and Rick C. Morrison, dba Pocatello Motocross Park, for the use of City property adjacent to the Motocross Park's leased property for a one-day enduro cross country event on April 2, 2016. The use fee will be \$110.31. This is an annual event.

-COUNCIL DECISION (f) Adopt the Council's decision approving the Final Plat for  
-COUNTRYSIDE 7<sup>TH</sup> ADDITION Countryside 7<sup>th</sup> Addition which divides 4.28 acres into seven (7)  
residential lots, subject to conditions. The property is southwest of  
Mountain Shadow Drive on an extension of Foxmore Street.  
Majority of the property is zoned Residential Low Density (RL) with the rear of Lots 2-4 Block 2 being  
zoned Residential Estate (RE).

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

AGENDA ITEM NO. 4: Mayor Blad recognized Boy Scouts from Troop No. 353 in  
COMMUNICATIONS attendance.  
AND PROCLAMATIONS

Mr. Johnston, on behalf of Mayor Blad, declared March 2016 to be "March for Meals Month" and urged  
citizens to honor the Meals on Wheels programs.

Andrea DeMartinis, representative of SEICAA, accepted the proclamation and thanked the Mayor and  
Council for the recognition.

Members of the Council made personal donations to SEICAA at this time.

AGENDA ITEM NO. 5: Mayor Blad reminded the Council of the April 7<sup>th</sup> Budget  
CALENDAR REVIEW Development Meeting at 9:00 a.m. and Regular City Council  
meeting at 6:00 p.m.; and the April 14<sup>th</sup> Study Session at 9:00 a.m.

Mayor Blad announced the Chrome in the Dome car show will be held at Holt Arena on March 18<sup>th</sup> and  
19<sup>th</sup>; Marshall Public Library and the Pocatello Police Department will be teaming up to "Fight Scams"  
on March 22<sup>nd</sup> at 6:30 p.m. Residents will learn how to protect themselves from scams; the Police  
Department Citizens Academy begins April 4<sup>th</sup>. Contact the Police Department to apply; April 4<sup>th</sup>  
begins the annual spring cleanup at City cemeteries. Crews will be removing and discarding all flowers  
and decorations. Lot owners are asked to remove these items before the cleanup begins. The cleanup is  
expected to last about one month; and the annual street clean-up to remove sand and gravel distributed  
over the winter months has started. Residents are asked to remove vehicles from the street so sweepers  
can run more efficiently. Tentative sweeping schedule is listed on the Street Operations Department  
Facebook page or by calling the Street Operations Department.

AGENDA ITEM NO. 6: Emily Blom Merkley was present to appeal the decision of Police  
CHILD CARE LICENSE Department staff which denied Ms. Merkley a Child Care license.  
DENIAL APPEAL  
-MERKLEY

Jené Cardenas, Licensing Officer, stated Ms. Merkley's license was suspended after admitting to a crime  
in violation of City Code. She stated Ms. Merkley has been ordered by the court to meet several  
conditions as part of her sentence.

A motion was made by Mr. Moore, seconded by Mr. Orr, to overturn the decision of the Police  
Department and approve a Child Care license for Emily Blom Merkley with conditions as defined by the  
court. Upon roll call, those voting in favor were Moore, Orr, Bray, Brown, Cooper and Johnston.

AGENDA ITEM NO. 7: Kenneth Curzon was present to appeal the decision of Police TAXI LICENSE DENIAL APPEAL -CURZON Department staff which denied Mr. Curzon a Taxi license.

A motion was made by Mr. Moore, seconded by Mr. Johnston, to overturn the decision of the Police Department and approve a Taxi license for Kenneth Curzon. Upon roll call, those voting in favor were Moore, Johnston, Bray, Brown, Cooper and Orr.

AGENDA ITEM NO. 8: This time was set aside for the Council to hear comments from the PUBLIC HEARING –MODIFICATIONS TO THE SIGN CODE The proposed changes are removing “government agency” and “government facility” from Municipal Code 15.20.030, Definitions and 15.20.240, Off Premises/Billboard Signs, and to add “Residential Commercial Professional zoning district” to 15.20.240(B)(7)(b).

At their hearing on February 24, 2016, the Planning and Zoning Commission recommended approval of the changes except for the changes to noticing purposes for off-premises signs.

Mayor Blad opened the public hearing

Terri Neu, Associate Planner, gave an overview of the proposed changes. She stated the modifications are being proposed to clarify the current Sign Code. Ms. Neu explained the difference between on premise and off premise signs. She noted the government facility restriction is proposed to be removed from the sign code

Mayor Blad announced that no correspondence had been received.

Niki Taysom, 4963 Yellowstone Avenue, Chubbuck, spoke in opposition to the proposed changes. She feels businesses should be allowed to advertise on any sign if it is located on their own property. Ms. Taysom added that she is concerned with advertising related to items she feels are inappropriate in content.

Ms. Neu stated that businesses with an off premise sign on their property are restricted from advertising their own business on the off premise sign. This allows the business to comply with existing sign guidelines.

A motion was made by Mr. Brown, seconded by Mr. Cooper, to approve changes to Municipal Code 15.20, Sign Code, removing “government agency” and “government facility” from Municipal Code 15.20.030, Definitions and 15.20.240, Off Premises/Billboard Signs, and to add “Residential Commercial Professional zoning district” to 15.20.240(B)(7)(b) and that staff prepare an ordinance for Council’s consideration. Upon roll call, those voting in favor were Brown, Cooper, Bray, Johnston, Moore and Orr.

AGENDA ITEM NO. 9: Council was asked to accept the recommendation of staff regarding CDBG 2017-2021 CONSOLIDATED PLAN the Community Development Block Grant (CDBG) 2017-2021 Consolidated Plan, subject to Legal Department review, as follows:

BID (a) Accept the lowest cost, most qualified proposal received from BBC -BBC RESEARCH AND CONSULTING Research and Consulting in the amount of \$26,170.00 and, if the bid is accepted;

CONTRACT (b) Authorize the Mayor's execution of a contract between the City of  
-BBC RESEARCH Pocatello and BBC Research and Consulting in the amount of  
AND CONSULTING \$26,170.00.

The project includes completion of the plan and a housing market analysis and homeless needs assessment. The plan is a requirement for receipt of Department of Housing and Urban Development Community Development Block Grant funds. Funding for the plan was previously approved in CDBG Action Plan administrative allocations for Program Year 2016.

A motion was made by Mr. Bray, seconded by Mr. Johnston, to accept the recommendation of staff regarding the Community Development Block Grant 2017-2021 Consolidated Plan, as outlined in Agenda Item No. 9(a) and 9(b), subject to Legal Department review. Upon roll call, those voting in favor were Bray, Johnston, Brown, Cooper, Moore and Orr.

AGENDA ITEM NO. 10: Council was asked to authorize the Mayor's signature on a Water  
WATER RIGHTS Rights Lease Agreement with Blair Dance to lease 10,000 acre feet  
LEASE AGREEMENT of Palisades storage water from the City for \$20.00 per acre foot,  
-DANCE plus administration fees and 50% of any impact fees assessed for the  
2016 water season, subject to conditions. The lease is renewable in  
one year increments for an additional four (4) years.

A motion was made by Mr. Orr, seconded by Mr. Moore, to authorize the Mayor's signature on a Water Rights Lease Agreement with Blair Dance to lease 10,000 acre feet of Palisades storage water from the City for \$20.00 per acre foot, plus administration fees and 50% of any impact fees assessed for the 2016 water season, subject to conditions, and that the lease is renewable in one year increments for an additional four (4) years. Upon roll call, those voting in favor were Orr, Moore, Bray, Brown, Cooper and Johnston.

AGENDA ITEM NO. 11: Council was asked to accept the recommendations of Street  
PIGGY-BACK BID Department staff and award a State of Idaho piggy-back bid from  
-ANNUAL PAVEMENT Ennis-Flint in the amount of \$44,074.75 for the purchase of  
MARKING PROGRAM pavement marking paint and, if the bid is awarded, authorize the  
Mayor's signature on necessary documents. The paint will be used  
for the summer 2016 pavement marking program and funds are available in the Street Department's  
Fiscal Year 2016 budget.

A motion was made by Mr. Bray, seconded by Mr. Johnston, to accept the recommendations of Street Department staff and award a State of Idaho piggy-back bid from Ennis-Flint in the amount of \$44,074.75 for the purchase of pavement marking paint and, if the bid is awarded, authorize the Mayor's signature on necessary documents for the summer 2016 pavement marking program. Upon roll call, those voting in favor were Bray, Johnston, Brown, Cooper, Moore and Orr.

AGENDA ITEM NO. 12: Council was asked to authorize the Mayor's signature on a Letter of  
MERCER Intent to Mercer Marketplace for private insurance exchange  
MARKETPLACE services.  
INSURANCE-LETTER  
OF INTENT

A motion was made by Mr. Orr, seconded by Mr. Cooper, to deny the request to authorize the Mayor's signature on a Letter of Intent to Mercer Marketplace for private insurance exchange services.

Mr. Bray stated he feels approving the request is necessary to move forward.

Mr. Johnston urged the Council to vote the motion down, as he feels approval of the letter is a necessary step.

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

AGENDA ITEM NO. 13: Council was asked to consider a contract with Bannock County in the amount of \$375.00 to rent the Wellness Complex on July 2, 2016 for a Pocatello Triathlon as part of scheduled Independence Day activities, and if approved, authorize the Mayor's signature on the contract documents. Outdoor Recreation staff anticipates 400 individuals to participate in the event. Funds are available in the Outdoor Recreation's Fiscal Year 2016 budget.

RENTAL OF WELLNESS  
COMPLEX-OUTDOOR  
RECREATION  
DEPARTMENT

A motion was made by Mr. Brown, seconded by Mr. Moore, to approve a contract with Bannock County in the amount of \$375.00 to rent the Wellness Complex on July 2, 2016 for a Pocatello Triathlon as part of scheduled Independence Day activities and authorize the Mayor's signature on the contract documents, subject to Legal Department approval. Upon roll call, those voting in favor were Brown, Moore, Bray, Cooper, Johnston and Orr.

AGENDA ITEM NO. 14: Council was asked to approve a Use Agreement with Pocatello Lacrosse Club to use O.K. Ward Park for their high school and youth lacrosse programs, subject to Legal Department review. The agreement allows use of the park for scheduled games during the months of March, April, May and June 2016. Pocatello Lacrosse Club will be responsible for any damages incurred by their use, pay applicable fees, and provide liability insurance naming the City as an additional insured.

USE AGREEMENT  
-POCATELLO  
LACROSSE CLUB

A motion was made by Mr. Cooper, seconded by Mr. Brown, to approve a Use Agreement with Pocatello Lacrosse Club to use O.K. Ward Park for their high school and youth lacrosse programs, subject to Legal Department review, and that the agreement will allow use of the park for scheduled games during the months of March, April, May and June 2016 and the Pocatello Lacrosse Club will be responsible for any damages incurred by their use, pay applicable fees, and provide liability insurance naming the City as an additional insured. Upon roll call, those voting in favor were Cooper, Brown, Bray, Johnston, Moore and Orr.

AGENDA ITEM NO. 15: Council was asked to accept the recommendations of Police Department staff to purchase the following vehicles, subject to Legal Department review, from Teton Toyota who submitted the lowest responsive bid for two used vehicles in the amount of \$36,748.00. The recommendations are:

POLICE DEPARTMENT  
VEHICLES TRADE IN  
AND PURCHASE-BID

- GMC TRUCK a) One-2012 GMC truck in the amount of \$21,943.00; and
- HONDA CRV b) One-2011 Honda CRV in the amount of \$14,805.00.

If approved, staff proposes to trade-in two (2) older vehicles from the Detective Division and seven (7) drug seizure vehicles to Teton Toyota for a total trade-in allowance of \$14,250.00 to help off-set the purchase price. The final purchase price bid offer is \$21,000.00 and is within the budgeted amount.

A motion was made by Mr. Moore, seconded by Mr. Orr, to accept the recommendations of Police Department staff to purchase the following vehicles, subject to Legal Department review, from Teton Toyota who submitted the lowest responsive bid for two used vehicles in the amount of \$36,748.00: a) One-2012 GMC truck in the amount of \$21,943.00; and b) one-2011 Honda CRV in the amount of \$14,805.00 and allow the trade-in of two (2) older vehicles from the Detective Division and seven (7) drug seizure vehicles to Teton Toyota for a total trade-in allowance of \$14,250.00 to help off-set the purchase price and that the final purchase price bid offer is \$21,000.00. Upon roll call, those voting in favor were Moore, Orr, Bray, Brown, Cooper and Johnston.

AGENDA ITEM NO. 16: Council was asked to award the bid and authorize the Water Pollution Control (WPC) Department to purchase one 2016 Sanitary Sewer Jet Truck from MetroQuip, Inc. at a cost of \$287,850.00, less an \$8,000.00 trade-in allowance for a model year 2000 Vactor jet truck. After trade-in, the total purchase price will be \$279,850.00. Funds are available in the WPC Fiscal Year 2016 budget.

BID ACCEPTANCE  
AND VEHICLE  
TRADE-IN  
-WATER POLLUTION  
CONTROL

A motion was made by Mr. Johnston, seconded by Mr. Cooper, to award the bid and authorize the Water Pollution Control (WPC) Department to purchase one 2016 Sanitary Sewer Jet Truck from MetroQuip, Inc. at a cost of \$287,850.00, less an \$8,000.00 trade-in allowance for a model year 2000 Vactor jet truck, and that the total purchase price will be \$279,850.00. Upon roll call, those voting in favor were Johnston, Cooper, Bray, Brown, Moore and Orr.

AGENDA ITEM NO. 17: Council was asked to consider the following ordinances:

PROPERTY a) An Ordinance affecting the conveyance of 0.94 acres owned by the City to the adjacent property owner, Mr. Barry W. Lewis. A Public Hearing on this matter was held on March 3, 2016, after which Council directed the preparation of this Ordinance. The Ordinance authorizes the Mayor to execute a deed to convey the City's property to Mr. Barry W. Lewis.

CONVEYANCE  
-LEWIS

A motion was made by Mr. Moore, seconded by Mr. Johnston, that the ordinance, Agenda Item No. 17(a), 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 Moore, Johnston, Bray, Brown, Cooper and Orr.

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

Mayor Blad declared the final reading of the ordinance affecting the conveyance of 0.94 acres owned by the City to the adjacent property owner, Mr. Barry W. Lewis. Mayor Blad asked "Shall the ordinance pass?" Upon roll call, those voting in favor were Bray, Brown, Cooper, Johnston, Moore and Orr. Mayor Blad declared the ordinance and summary sheet passed, that it be numbered 2965 and be submitted to the Idaho State Journal for publication.

PROPERTY b) An Ordinance affecting the conveyance of 0.27 acres owned by the City to the adjacent property owners, Mr. and Mrs. James and Jessica Higgins. A Public Hearing on this matter was held on March 3, 2016, after which Council directed the preparation of this Ordinance. The Ordinance authorizes the Mayor to execute a deed to convey the City's property to Mr. and Mrs. James and Jessica Higgins.

CONVEYANCE  
-HIGGINS

A motion was made by Mr. Johnston, seconded by Mr. Bray, that the ordinance, Agenda Item No. 17(b), 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 Johnston, Bray, Brown, Cooper and Moore. Mr. Orr voted in opposition to the motion. The motion passed.

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

Mayor Blad declared the final reading of the ordinance affecting the conveyance of 0.27 acres owned by the City to the adjacent property owners, Mr. and Mrs. James and Jessica Higgins. Mayor Blad asked "Shall the ordinance pass?" Upon roll call, those voting in favor were Bray, Brown, Cooper, Johnston, Moore and Orr. Mayor Blad declared the ordinance and summary sheet passed, that it be numbered 2966 and be submitted to the Idaho State Journal for publication.

AGENDA ITEM NO. 18: Idaho Lorax, Pocatello resident, suggested the use of visual aids when reading property descriptions. He expressed his support for local news sources and cleanup efforts in conjunction with Earth Day.

Niki Taysom, 4963 Yellowstone Avenue, Chubbuck, shared her support of Easter celebrations. She expressed her disapproval of recent public events at Idaho State University.

Mayor Blad reminded Mr. Lorax of his obligation to leave after addressing the Council.

Morgan Pitcock, 927 South 8<sup>th</sup> Avenue, representative of the International Affairs Council at Idaho State University (ISU), thanked the Mayor and Council for support of the recent Frank Church Symposium at ISU. He presented an appreciation plaque to the Mayor and a plaque to Bill Collins, Police Department, for their participation in the successful symposium.

Ms. Taysom was asked to leave the Council Chambers at this time due to her disruptive behavior.

Kelly Benningfield, 624 West Cedar Street, shared his concerns regarding water supply, the water treatment plant upgrade costs and services provided by Idaho Power. He presented a written list of questions to Mayor Blad.

There being no further business, Mayor Blad adjourned the meeting at 7:18 p.m.

APPROVED BY:

\_\_\_\_\_  
BRIAN C. BLAD, MAYOR

ATTEST:

\_\_\_\_\_  
RUTH E. WHITWORTH, CMC, CITY CLERK

PREPARED BY:

---

KONNI R. KENDELL, DEPUTY CLERK

**USE AGREEMENT**

THIS AGREEMENT, made and entered into this 7<sup>th</sup> day of April, 2016, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as the “City”, and Dennis Udy, d/b/a Rocky Mountain School of Baseball, hereinafter referred to as “RMSB”.

WHEREAS, the City in its park system owns various baseball fields throughout the City;

WHEREAS, RMSB is conducting a youth baseball tournament in May 2016 and wishes to use the City baseball fields to conduct this tournament and to conduct additional league games in April, May, June, September and October, 2016; and

WHEREAS, it is the parties’ desire to enter into an agreement which sets forth their respective rights and responsibilities.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Purpose. The City shall allow RMSB to use the following fields to conduct its tournaments: Ross Park (3 fields), Hawthorne Park (2 fields), Alameda Park (2 fields), NOP Park (5 fields), O.K. Ward (2 fields) and Halliwell Park (1 field). Halliwell Park will only be available if there is not a conflict with high school baseball games.

2. Term. The term of this Agreement shall be May 13 & 14, 2016.

3. Rental. The rental fee for use of the fields on May 13 & 14, 2016 will be as follows:

- A. Ross Park - \$85.00;
- B. Hawthorne Park - \$85.00;
- C. Alameda Park - \$85.00;
- D. NOP Park (baseball fields) - \$300.00;
- E. O.K. Ward Park - \$240.00; and
- F. Halliwell Park (if available and for May 14, 2016 only) - \$53.00.

Lights will be made available as needed at Halliwell Park on May 14, 2016 at a fee of \$25 per hour. Light use at Halliwell shall work around high school baseball use, and light fees shall be in addition to below field rental fees. Other field and light use scheduled during the months of April, May, June and September, 2016, in addition to May 13 & 14, 2016, shall be invoiced accordingly per the City's FY 2016 Fee Resolution. Other field and light use scheduled during the month of October, 2016, shall be invoiced accordingly per the City's FY 2017 Fee Resolution.

4. Care of the Facilities. There may be additional charges if additional garbage service and portable toilets are deemed necessary by the City. These charges will be billed directly to RMSB by the service provider or billed through the City. The City shall maintain and care for the grass/lawn areas within the facilities. The City agrees to maintain the irrigation, plumbing, and lighting. RMSB must maintain the playing fields in acceptable condition and provide its own bases, as needed additional pitching rubbers and/or pitching mounds, chalk, chalk applicators, rakes, shovels, etc. RMSB agrees that upon completion of events sponsored by RMSB, that RMSB shall arrange to have all facilities, including restrooms, bleachers, and dugouts, cleaned and restored to its previous condition prior to its use, ordinary wear and tear excepted. If requested, the City will agree to prep and maintain all fields during the tournament; the additional cost for this service will be \$13.00 per hour, per employee. All garbage cans will be dumped into large dumpsters, recyclable materials placed in recycling containers, if available, and said cleaning and restoration shall be accomplished without unreasonable delay and prior to the next scheduled event at the facility. RMSB agrees to promptly make any needed repairs to the facilities should damage to said facilities occur during use by RMSB, or promptly notify the City of any needed repairs to the facilities should damage to said facilities occur during use by RMSB, and upon receipt of invoice, reimburse the City for the cost of materials and staff time needed to complete such repairs. RMSB is responsible for securing the facilities after use, including but not limited to locking doors, gates, etc., turning off lights, ensuring parking areas have been secured and patrons, players, and spectators have left the premises.

5. Compliance with Laws. RMSB shall strictly comply with all federal, state, and local laws, rules, regulations, and ordinances. Further, RMSB and all participants in their

programs agree to abide by the rules and regulations regarding use of the City parks and failure to comply with said rules and regulations may result in suspension or termination of privileges to use the City parks.

6. Indemnification and Hold Harmless. RMSB hereby agrees to fully indemnify and hold harmless, and agrees to protect and defend at their own cost and expense, the City, its officers, employees, agents, and successors from and against any and all risks, suits, judgments, expenses, claims, settlements, or liabilities which the City, its officers, employees, agents, and successors may incur or become liable for as a result of injury or death of any person or persons, or loss or damage of any property, arising out of or in connection with activities of RMSB granted herein, or by any of RMSB's employees, agents, invitees, or any other person acting on behalf of RMSB. The City hereby agrees to fully indemnify and hold harmless, and agrees to protect and defend at their own cost and expense, RMSB from and against any and all risks, suits, damages, judgments, expenses, claims, settlements, or liabilities which RMSB may incur or become liable for as a result of injury or death of any person or persons, or loss or damage of any property, arising out of or in connection with the City's operation.

7. Insurance. In order to effectuate the foregoing indemnification provisions, RMSB shall maintain insurance coverage as follows:

A. RMSB shall purchase a comprehensive liability insurance policy in the amount of \$1,000,000 combined single limit to indemnify the City from any and all public liability claims. Further, such policy shall include coverage for fire legal liability to repair or replace the demised premises. The City shall be named as an additional insured or be acknowledged by RMSB's insurance carrier as a covered entity under the terms of said policy. Moreover, RMSB is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with RMSB without first giving the City of Pocatello, at least thirty (30) days written notice.

B. RMSB shall purchase personal property insurance in an amount sufficient to insure any and all RMSB's personal property which might be used in RMSB's operation of the business or which might be present on the Parks premises.

C. If applicable, RMSB 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 Use Agreement. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section 6 "Indemnification and Hold Harmless." RMSB's failure to maintain insurance shall be a basis for immediate termination of this Use Agreement.

8. Assignment. That no right or obligation of this Agreement, nor right in the premises described herein, may be assigned, mortgaged, or subleased by RMSB without written consent of the City.

9. Cost of Litigation. If suit or legal action is instituted by any party hereto to establish or enforce any right under this Agreement, to recover any amount due hereunder, to correct a breach of covenant, term, or condition hereto, or to litigate any other matter arising from the execution of the Agreement, the prevailing party in the trial court and the prevailing party on any appeal shall recover reasonable attorney's fees awarded by the trial and appellate courts, in addition to costs and disbursements. The parties agree that a reasonable rate for attorney's fees will be \$150.00 per hour. This provision shall survive any termination of this Agreement.

10. Merger Clause. This writing represents the entire Agreement between the parties. No promises, representations or agreements, written or oral, shall amend, change or add to any of the express provisions herein.

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

12. Captions for Convenience Only. The captions herein are for convenience only, and do not limit or amplify the language of the sections following.

13. Severability. If any provision or portion of any provision of this Agreement shall be deemed illegal or unenforceable by a court of competent jurisdiction, the unaffected provisions or portions thereof shall remain in full force and effect.

14. Jurisdiction and Venue. Any action or proceeding relative to this Use Agreement shall be maintained in the Sixth District Court, County of Bannock, State of Idaho.

15. Notice. All notices under this Use 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:

City: Parks & Recreation Director  
144 Wilson Ave.  
P.O. Box 4169  
Pocatello, ID 83205

USER: Dennis Udy  
d/b/a Rocky Mountain School of Baseball  
560 West 600 North  
Logan, UT 84321

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representative the day and year first-above written.

CITY OF POCATELLO, a  
municipal corporation of Idaho

\_\_\_\_\_  
Brian C. Blad, Mayor

ATTEST:

\_\_\_\_\_  
Ruth E. Whitworth, City Clerk

USER:

**APPROVED BY LEGAL**

Date 3/31/16 Atty B. Bee

Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Dennis Udy  
d/b/a Rocky Mountain School of  
Baseball

STATE OF UTAH )

ss:

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of April, 2016, before me, the undersigned, a Notary Public in and for the State, personally appeared Dennis Udy, d/b/a Rocky Mountain School of Baseball, known or proved to me to be the person whose name is subscribed to 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 UTAH

Residing in \_\_\_\_\_

My commission expires: \_\_\_\_\_

3(g)

AGENDA ITEM NO. \_\_\_\_\_

**EXECUTIVE SUMMARY**

**7200 W PORTNEUF ROAD – WATER CONNECTION REQUEST**

**TO:** Mayor Blad and City Council Members  
**FROM:** Merril Quayle, P.E., Public Works/Development Engineer *MQ*  
**DATE:** Meeting Date – April 7, 2016  
**SUBJECT:** 7200 W Portneuf Road – Water Connection Request

**REQUEST**

Michael and Kim Drake (3550 Johnny Creek Road Pocatello, Idaho 83204) request connection to City of Pocatello water outside City limits.

**Back Ground**

The City of Pocatello has an existing 18 inch water main line that was installed around 1995. The line is looped around from Bannock Hwy. and connects around to South 5<sup>th</sup> Ave. Since 1995 there has been several connections granted by the City Council to properties adjacent to this line outside the City limits. The Drakes have completed all the necessary documents prior to the request and the documents have been verified. An Annexation Covenant has been signed and is ready to be recorded at Bannock County if the request is granted.

**STAFF RECOMMENDATION**

Staff evaluated the request and has verified the property ownership. Staff recommends approving the request to connect to City water outside City limits.

**PROCEDURAL CHECKLIST FOR  
UTILITY CONNECTION OUTSIDE CITY LIMITS**

Individuals outside the city limits may request connection to City water and sewer systems, provided they sign an agreement not to oppose any effort for annexation, but to join in and consent to any effort for annexation that includes their property. **APPLICANTS SHOULD NOTE THAT WATER AND SEWER RATES OUTSIDE CITY LIMITS ARE HIGHER THAN IN-CITY RATES.**

1. APPLICANT(s) to contact water and/or engineering department for availability of City utilities, provide site plan sketch of development and show proof of ownership of property. Water and/or engineering department to complete the following information:

Property use	<input checked="" type="checkbox"/> Residential	<input type="checkbox"/> Commercial
Type of service requested	<input checked="" type="checkbox"/> Water	<input type="checkbox"/> Sewer
Is mainline available in adjacent R/W	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Estimated cost of connection	\$ <u>5254.85</u>	\$ _____
Initial and date	By <u>MR</u> Date <u>3/29/16</u>	By _____ Date _____

Comments \_\_\_\_\_

2. ENGINEERING department to verify ownership. Owner Mike & Kim Drake By MR Date 3/29/16
3. ✓ APPLICANT shall contact building department for requirements and procedure for connecting to City utilities. Applicant shall obtain necessary permit(s) for inspection (refundable if application denied). Copy of permit(s) to be attached to application.
4. ✓ APPLICANT to complete the attached Annexation Covenant including notarized signature and attach copy of recorded instrument showing ownership of subject property. Return to City Clerk's Office.
5. CITY CLERK'S OFFICE. Place on Council Agenda.

Received by \_\_\_\_\_ Date \_\_\_\_\_  
 Annexation Agreement Form checked for signatures, legal description, proof of ownership, notaries.  
 Date of Council meeting \_\_\_\_\_

6. CITY COUNCIL ACTION to be recorded by Clerk's Office
- Approved  Denied  Citizen notified (attach copy of letter)  Utility Billing notified

7. CITY CLERK'S OFFICE DELIVERS documents to Engineering for recording and follow-up procedures.

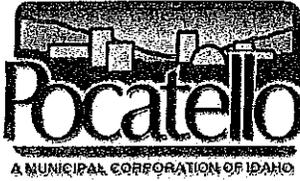
\_\_\_\_\_ Date received

8. RETURN OF RECORDED DOCUMENT TO CITY CLERK'S OFFICE.

\_\_\_\_\_ Date Received

9. FILING OF COMPLETED DOCUMENT IN COMMUNITY DEVELOPMENT OFFICE.

\_\_\_\_\_ Date Transmitted



WATER DEPARTMENT  
 1889 N. Arthur  
 P.O. Box 4169  
 Pocatello, ID 83205-4169

SUPERINTENDENT'S OFFICE  
 (208) 234-6174  
 FAX (208) 234-6151



## City of Pocatello Water Department Cost Estimate

**Date:** March 15, 2016

<b>Project</b>
<b>1" Water Service Installation</b> 7200 Portneuf Rd.

<b>Customer</b>
Michael Drake <span style="float: right;">Office:</span> <span style="float: right;">Mobile: 208.479.4880</span> <span style="float: right;"><a href="mailto:kandmdrake@gmail.com">kandmdrake@gmail.com</a></span>

*This is a cost estimate only; actual costs may vary according to site conditions. After payment is received, allow 2 weeks for installation. Payments are accepted at the Building Department located in City Hall. This estimate is valid for 30 days.*

Description	Qty	Unit	Price	Amount
<b>Materials</b>				
1" Polyethylene	15	L.F.	\$0.27	\$4.05
1" Corporation	1	E.A.	\$45.73	\$45.73
18" x 1" Service Saddle	1	E.A.	\$65.00	\$65.00
1" Angle Meter Valve	1	E.A.	\$82.26	\$82.26
1" Meter Coupling Dual Check	1	E.A.	\$98.32	\$98.32
1" Water Meter AMR	1	E.A.	\$224.00	\$224.00
18" Meter Box	1	E.A.	\$75.00	\$75.00
Meter Box Lid & Ring	1	E.A.	\$59.00	\$59.00
Asphalt Replacement	25	S.F.	\$2.00	\$50.00
Gravel/Backfill	8	C.Y.	\$3.12	\$24.96
<b>Equipment</b>				
	<b>Qty</b>	<b>Hours</b>		
Tapping Machine	1	0.5	Hours \$18.00	\$9.00
Backhoe/Loader	1	4.0	Hours \$107.65	\$430.60
Hand Held Tamper	1	1.0	Hours \$4.45	\$4.45
Air Compressor/Hydraulic Unit	1	1.0	Hours \$23.20	\$23.20
Crew Truck	1	1.0	Hours \$37.40	\$37.40
Dump Truck	1	2.0	Hours \$81.15	\$162.30
<b>Labor</b>				
	<b>Qty</b>	<b>Hours</b>		
Plumber/Pipefitter	2	5.0	Hours \$30.96	\$309.60
Equipment Operator	1	4.0	Hours \$28.58	\$114.32
Plumbers Assistant	1	5.0	Hours \$23.50	\$117.50
Asphalt Crew/Equip	1	1.0	Hours \$115.55	\$115.55
Total =				\$2,052.24
Overhead =				\$102.61
System Use Fee =				\$3,100.00
<b>Grand Total =</b>				<b>\$5,254.85</b>



135 N. Arthur Ave.  
Pocatello, ID 83204

ELECTRONICALLY RECORDED-DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT

File No. 543874 *MM*

OFFICIAL RECORD BK# 974 FEE 10.00 DEPUTY DM  
BANNOCK COUNTY IDAHO RECORDED AT REQUEST OF

Pioneer Title Pocatello

21320894 2013 Dec 13 PM 03:01:00  
Electronically Recorded by Simplifile

**WARRANTY DEED**

For Value Received

Hugh Hawkes and Wilma E. Hawkes, husband and wife

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

*MD* *KD* Michael W Drake and Kim Drake husband and wife

hereinafter referred to as Grantee, whose current address is 3550 Johnny Creek Pocatello, ID 83204

The following described premises, to-wit:

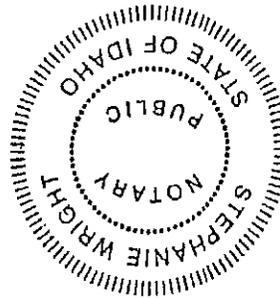
Commencing at the Southwest corner of the Northeast Quarter of the Southeast Quarter of Section 21, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, thence running East 20 rods; thence North 16 rods; thence West 20 rods; thence South 16 rods to the point of beginning.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: December 13, 2013

*Hugh Hawkes*  
\_\_\_\_\_  
Hugh Hawkes

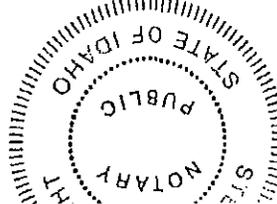
*Wilma E. Hawkes*  
\_\_\_\_\_  
Wilma E. Hawkes



State of Idaho, County of Bannock

On this 13 day of December in the year of 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Hugh Hawkes and Wilma E. Hawkes known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

*Stephanie Wright*  
\_\_\_\_\_  
Residing at: Inkfom Id  
Commission Expires: 04-25-18



## UTILITY CONNECTION ANNEXATION COVENANT

### 1. OWNER/PROPERTY

- A. The parties whose names appear below, hereafter "Owner," covenant and warrant that they are the Owners of the property to which this document applies, are fully authorized to execute this document and forever bind themselves, their successors and assigns and the subject property to the terms set forth herein. "City" refers to the City of Pocatello, Idaho.
- B. The terms herein are a covenant running with the land as a burden on the subject premises commonly known as 7200 W Portman Rd and legally described as follows:

R4013029500, Tax # 5  
Lat 42.794173 Long. 112.364312

Commencing at the Southwest corner of the Northeast Quarter of the Southeast Quarter of Section 21, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, thence running East 20 rods; thence North 16 rods; thence West 20 rods; thence South 16 rods to the point of beginning.

- C. In general, it is intended that this covenant shall pertain to the subject premises and shall deal only with the issue of future annexation of subject premise into the City.

### 2. PROVISIONAL SERVICE

- A. Subject to City policies, ordinances, and other applicable laws, Owner desires to procure utility service for the subject premises by connection to (check as applicable):

the City Water System

the City Sewer System

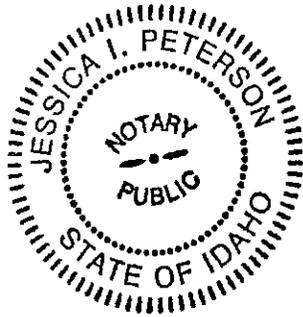
all at the Owner's sole expense and liability. Owner is responsible to obtain and record any necessary easements. Owner agrees that said service or connection is obtained provisionally, conditioned upon fulfillment of the terms of this covenant.



STATE OF IDAHO            )  
  )  SS  
County of Bannock        )

I, the undersigned, a Notary Public in and for the above-named county and state, do hereby certify that on this 29th day of March, 2016, personally appeared before me the undersigned, to me known to be the individual (s) described in and who executed the within instrument, and acknowledged that Michael W & Kim Drake signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year least above written.



Jessica I. Peterson  
Notary Public in and for the State of Idaho,  
residing at Pocatello  
Comm. Expires 8/13/18

**CITY COUNCIL DECISION  
APPEAL OF HISTORIC PRESERVATION COMMISSION DECISION**

APPELLANT: Stan Gates

APPELLANT’S REPRESENTATIVE: Stephanie Palagi, Old Town Pocatello, Inc.

PROPERTY OWNER: Stan and Sharon Gates

APPELLANT’S MAILING ADDRESS: P.O. Box 279  
Pocatello, ID 83204

LOCATION OF REQUEST: Purported to be 226 North Arthur Avenue, Pocatello, ID but the correct physical address is 210 North Arthur, Pocatello, ID

LEGAL DESCRIPTION: A portion of Lots 14 and 15 in Block 453 of POCATELLO TOWNSITE, Bannock County, ID

TYPE OF REQUEST: Appellant requests Council consider his appeal of the decision made by the Historic Preservation Commission (HPC) in which he applied for a Certificate of Appropriateness to approve a mural that had been painted, prior to the Appellant’s Application for a Certificate of Appropriateness, on the north wall of 226 North Arthur Avenue, a/k/a Fire Station One, and the same was denied.

ZONING: Central Commercial, Historic Preservation Overlay and Original Townsite Overlay

Appellant filed an appeal requesting a reversal of the Historic Preservation Commission’s (HPC) decision to deny the issuance of a Certificate of Appropriateness to approve a mural that had been painted, prior to the Appellant’s Application for a Certificate of Appropriateness, on the north wall of 210 North Arthur Avenue, a/k/a, Fire Station One.

**CITY COUNCIL REVIEW AND FINDINGS**

The City Council heard the Appellant’s appeal during its regularly-scheduled meeting on March 3, 2016, at which time the Council members reviewed the following:

1. Email from Appellant’s Representative, Stephanie Palagi of Old Town Pocatello, Inc., appealing the HPC decision, dated February 18, 2016;
2. HPC’s Findings of Fact, Conclusions, and Decision, dated February 23, 2016;
3. Staff Report of Terri Neu, dated March 3, 2016;
4. Appellant’s Certification of Appropriateness Application, dated January 12, 2016;

5. A photograph of the mural painted on the north wall of Fire Station One;
6. National Register of Historic Places Inventory for Fire Station One;
7. HPC Draft Meeting Minutes of February 3, 2016 and February 17, 2016; and
8. Public comment consisting of 14 phone calls and 20 written comments in support and 1 written comment opposed to the appeal.

Based upon the information presented, the City Council hereby makes the following Findings of fact:

1. Fire Station One, located at 210 North Arthur Avenue, is listed as item no. 58 on the National Register of Historic Places Inventory for the Pocatello Historic District (listed as 226 North Arthur Avenue however the correct address is 210 North Arthur Avenue).
2. Given that Fire Station One is a Historic Place, it therefore must adhere to the Pocatello Municipal Code, specifically §17.04.210(I) which states:

*A Certificate of Appropriateness; Standard for Review: In reviewing applications for certificates of appropriateness for new construction or alterations of buildings, sites, structures, and objects within a historic district, the criteria for review are as follows:*

1. *Adverse impacts to the historical integrity of the property or structure shall be minimized.*
    - (a) Changes to the defining characteristics of the building or site shall be minimized.*
    - (b) Removal of historical materials and features of the building or site shall be avoided.*
    - (c) Historic materials shall be retained where possible. Where not feasible, compatible materials should be encouraged.*
  2. *The proposed work shall be compatible with the property or structure itself, as well as the surrounding neighborhood or district. Consideration shall be given to exterior design, site layout, proportion, detail, scale, color, texture, and materials.*
  3. *Landscaping shall be compatible with the historic character of the property itself, as well as with the surrounding neighborhood or district.*
  4. *The style, materials, size, and location of signs shall be compatible with the historic character and scale of the property or structure as well as to the surrounding neighborhood or district.*
  5. *The historic preservation commission must consider the property's suitability for preservation or restoration; educational value; cost for preservation or restoration; cost of acquisition; restoration; maintenance; operation; or repairs; possibilities for adaptive or alternative use of the property; appraised value and administrative and financial responsibility of any person or organization willing to underwrite all or a portion of such costs.*
3. The HPC issued Findings of Fact, Conclusions and Decision dated February 23, 2013 wherein it denied the Appellant's Application for a Certificate of Appropriateness for a mural to remain on the north wall of 210 N. Arthur Avenue, a/k/a Fire Station One which had been painted prior to the Appellant's Application. The basis for the denial was that mural selected by the Appellant isn't appropriate for the period of significance

(1892-1939) nor for the significance of the historic building. The Fire Station is considered contributory to the historic district and the mural detracts from the district.

#### CITY COUNCIL DECISION

Although PMC Section 17.04.210(G) requires the Applicant to apply for a Certificate of Appropriateness prior to commencing any modifications to the exterior portion or feature of any building, the City Council, based upon its Findings of Fact and the written record on the matter, hereby reverses the decision of the Historic Preservation Commission, and grants the appeal of the Appellant, Stan Gates. The Council based their decision on the fact that the mural in question is more aesthetically pleasing with the mural than the wall was without the painting and that the original firefighting equipment housed in the building in question was drawn by horses to the location of the fire so the mural is compatible with the historic character of the property and structure itself.

This City Council decision allows for the mural previously painted on the north side of the building located at 210 North Arthur Avenue (purportedly 226 North Arthur Avenue), a/k/a Fire Station One, to remain on the building.

DATED this 7<sup>th</sup> day of April, 2016.

CITY OF POCA TELLO, a municipal  
corporation of Idaho

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BRIAN C. BLAD, Mayor

ATTEST:

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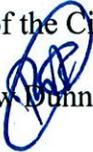
RUTH E. WHITWORTH, City Clerk

**AGENDA**

**ITEM**

**NO. 7**

## MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council  
FROM: Rich Diehl, Deputy City Attorney   
RE: Volunteer Agreement with Andrew ~~Dunn~~ and the City of Pocatello (Planning)  
DATE: March 31, 2016

I have reviewed the above-referenced agreement and it meets with my approval for the Mayor's signature once so authorized by the Council. This is an Agreement for Mr. Dunn to serve as a volunteer in the Planning and Development Services Department. The City of Pocatello has entered into similar agreements in the past.

If you have any questions, please feel free to contact me.

## VOLUNTEER AGREEMENT

This Agreement is entered into between the City of Pocatello, a municipal corporation of the State of Idaho, hereinafter referred to as "City," and Andrew Dunn, an individual whose mailing address is 451 Pace Drive, Twin Falls, ID 83301, hereinafter referred to as "Volunteer".

WHEREAS, Volunteer is a participant in the Idaho State University Career Paths Internship Program, through which the Volunteer is seeking a meaningful work experience utilizing his expertise in his field of study; and

WHEREAS, Volunteer will use the experience and information gained in this work experience to support his education course work as a history student; and

WHEREAS, the City would like to utilize Volunteer as an intern in the Planning and Development Services Department but has not budgeted for such a position; and

WHEREAS, Volunteer is willing to perform certain tasks for the City as an intern in the Planning and Development Services Department for no wages or remuneration from the City whatsoever on a strictly voluntary basis for a limited amount of time;

NOW, THEREFORE, the parties agree as follows:

1. Volunteer agrees to work for the City up to forty (40) hours per week, for not more than three hundred (300) hours per fiscal year as defined by Idaho State University Career Paths Internship Program, for the term of this Agreement as an intern under the direction and supervision of the City's Planning and Development Services Assistant Planner.

2. All of said work shall be performed on a strictly volunteer basis as an intern. Absolutely no financial remuneration, wage, salary, compensation or benefits of any type or kind shall be paid by the City to Volunteer.

3. This position is not covered by, nor does it fall within, the jurisdiction of the City's Personnel Policy Handbook.

4. The proposed scope of work to be performed by the Volunteer shall be assisting with planning and development activities in the City's Planning and Development Services Department, and other duties as assigned.

5. The Volunteer shall work flexible hours as approved by the Planning and Development Services Planning Assistant Planner, up to a maximum of forty (40) hours per week, but not more than three hundred (300) hours per fiscal year (as defined in Paragraph 1 above).

6. The term of this Agreement shall be from May 1, 2016 through December 31, 2016, subject to renewal upon the agreement of both parties.

7. The Volunteer shall have the use of such City property as is authorized by the Planning and Development Services Assistant Planner.

8. The Volunteer is classified as a Student employee of Idaho State University. Therefore, the City will not provide worker's compensation insurance for the Volunteer. Nothing contained in this Agreement shall be construed as an indication that Volunteer is an employee of the City.

9. This Agreement may be terminated without cause upon two (2) weeks written notice by either party.

10. Volunteer agrees to abide by all federal, state, city, and local laws, rules, and regulations in the performance of any duties pursuant to this Agreement.

11. For and in consideration of being allowed to participate as a volunteer intern for the City of Pocatello, and in recognition of Volunteer's own personal benefit from such program, Volunteer hereby agrees to indemnify and hold the City of Pocatello harmless from any loss,

liability, or expense for injury or damage to any property or other person or persons caused by or arising out of Volunteer's work for the City.

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

CITY: City of Pocatello  
Attn: Planning & Development Services  
Director  
P.O. Box 4169  
Pocatello, ID 83205

VOLUNTEER: Andrew Dunn  
451 Pace Drive  
Twin Falls, ID 83301

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 States Post Office.

DATED this \_\_\_\_ day of April, 2016.

CITY OF POCA TELLO, an Idaho  
Municipal Corporation

\_\_\_\_\_  
BRIAN C. BLAD, Mayor

ATTEST:

\_\_\_\_\_  
RUTH E. WHITWORTH, City Clerk

VOLUNTEER,

\_\_\_\_\_  
Andrew Dunn

STATE OF IDAHO            )  
  ss:  
County of Bannock         )

On this \_\_\_\_\_ day of April, 2016, 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, who executed the foregoing instrument, and acknowledged to me that such municipal corporation executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing in: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF IDAHO            )  
  ss:  
County of Bannock         )

On this \_\_\_\_\_ day of April, 2016, before me, the undersigned, a Notary Public in and for the State, personally appeared Andrew Dunn known to me or proved to me to be the Volunteer as stated above, who executed said 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.

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing in: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

7(b)

## MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council  
FROM: Rich Diehl, Deputy City Attorney   
RE: Volunteer Agreement with Kristine Hunt and the City of Pocatello (Planning)  
DATE: March 31, 2016

I have reviewed the above-referenced agreement and it meets with my approval for the Mayor's signature once so authorized by the Council. This is an Agreement for Ms. Hunt to serve as a volunteer in the Planning and Development Services Department. The City of Pocatello has entered into similar agreements in the past.

If you have any questions, please feel free to contact me.

## VOLUNTEER AGREEMENT

This Agreement is entered into between the City of Pocatello, a municipal corporation of the State of Idaho, hereinafter referred to as "City," and Kristine Hunt, an individual whose mailing address is 921 S. 8<sup>th</sup> Avenue #8251, Pocatello, Idaho 83209, hereinafter referred to as "Volunteer".

WHEREAS, Volunteer is a participant in the Idaho State University Career Paths Internship Program, through which the Volunteer is seeking a meaningful work experience utilizing her expertise in her field of study; and

WHEREAS, Volunteer will use the experience and information gained in this work experience to support her education course work as a history student; and

WHEREAS, the City would like to utilize Volunteer as an intern in the Planning and Development Services Department but has not budgeted for such a position; and

WHEREAS, Volunteer is willing to perform certain tasks for the City as an intern in the Planning and Development Services Department for no wages or remuneration from the City whatsoever on a strictly voluntary basis for a limited amount of time;

NOW, THEREFORE, the parties agree as follows:

1. Volunteer agrees to work for the City up to forty (40) hours per week, for not more than three hundred (300) hours per fiscal year as defined by Idaho State University Career Paths Internship Program, for the term of this Agreement as an intern under the direction and supervision of the City's Planning and Development Services Assistant Planner.

2. All of said work shall be performed on a strictly volunteer basis as an intern. Absolutely no financial remuneration, wage, salary, compensation or benefits of any type or kind shall be paid by the City to Volunteer.

3. This position is not covered by, nor does it fall within, the jurisdiction of the City's Personnel Policy Handbook.

4. The proposed scope of work to be performed by the Volunteer shall be assisting with planning and development activities in the City's Planning and Development Services Department, and other duties as assigned.

5. The Volunteer shall work flexible hours as approved by the Planning and Development Services Planning Division Manager, up to a maximum of forty (40) hours per week, but not more than three hundred (300) hours per fiscal year (as defined in Paragraph 1 above).

6. The term of this Agreement shall be from May 1, 2016 through December 31, 2016, subject to renewal upon the agreement of both parties.

7. The Volunteer shall have the use of such City property as is authorized by the Planning and Development Services Assistant Planner.

8. The Volunteer is classified as a Student employee of Idaho State University. Therefore, the City will not provide worker's compensation insurance for the Volunteer. Nothing contained in this Agreement shall be construed as an indication that Volunteer is an employee of the City.

9. This Agreement may be terminated without cause upon two (2) weeks written notice by either party.

10. Volunteer agrees to abide by all federal, state, city, and local laws, rules, and regulations in the performance of any duties pursuant to this Agreement.

11. For and in consideration of being allowed to participate as a volunteer intern for the City of Pocatello, and in recognition of Volunteer's own personal benefit from such program, Volunteer hereby agrees to indemnify and hold the City of Pocatello harmless from any loss,

liability, or expense for injury or damage to any property or other person or persons caused by or arising out of Volunteer's work for the City.

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

CITY: City of Pocatello  
Attn: Planning & Development Services  
Director  
P.O. Box 4169  
Pocatello, ID 83205

VOLUNTEER: Kristine Hunt  
921 S. 8<sup>th</sup> Avenue #8251  
Pocatello, ID 83209

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 States Post Office.

DATED this \_\_\_\_ day of April, 2016.

CITY OF POCA TELLO, an Idaho  
Municipal Corporation

\_\_\_\_\_  
BRIAN C. BLAD, Mayor

ATTEST:

\_\_\_\_\_  
RUTH E. WHITWORTH, City Clerk

VOLUNTEER,

\_\_\_\_\_  
Kristine Hunt

STATE OF IDAHO            )  
  ss:  
County of Bannock        )

On this \_\_\_\_\_ day of April, 2016, 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, who executed the foregoing instrument, and acknowledged to me that such municipal corporation executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing in: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF IDAHO            )  
  ss:  
County of Bannock        )

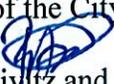
On this \_\_\_\_\_ day of April, 2016, before me, the undersigned, a Notary Public in and for the State, personally appeared Kristine Hunt known to me or proved to me to be the Volunteer as stated above, who executed said instrument and acknowledged to me that she executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing in: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

7(c)

## MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council  
FROM: Rich Diehl, Deputy City Attorney   
RE: Volunteer Agreement with Paul Sivitz and the City of Pocatello (Planning)  
DATE: March 31, 2016

I have reviewed the above-referenced agreement and it meets with my approval for the Mayor's signature once so authorized by the Council. This is an Agreement for Mr. Sivitz to serve as a volunteer in the Planning and Development Services Department. The City of Pocatello has entered into similar agreements in the past.

If you have any questions, please feel free to contact me.

## **VOLUNTEER AGREEMENT**

This Agreement is entered into between the City of Pocatello, a municipal corporation of the State of Idaho, hereinafter referred to as "City," and Paul Sivitz, an individual whose mailing address is 1142 E. Halliday Street, Pocatello, Idaho 83201, hereinafter referred to as "Volunteer".

WHEREAS, Volunteer is seeking to utilize his expertise in his field of study; and

WHEREAS, the City would like to utilize Volunteer as an intern in the Planning and Development Services Department but has not budgeted for such a position; and

WHEREAS, Volunteer is willing to perform certain tasks for the City as an intern in the Planning and Development Services Department for no wages or remuneration from the City whatsoever on a strictly voluntary basis for a limited amount of time;

NOW, THEREFORE, the parties agree as follows:

1. Volunteer agrees to work for the City up to forty (40) hours per week, for not more than three hundred (300) hours per fiscal year, for the term of this Agreement as an intern under the direction and supervision of the City's Planning and Development Services Assistant Planner.
2. All of said work shall be performed on a strictly volunteer basis as an intern. Absolutely no financial remuneration, wage, salary, compensation or benefits of any type or kind shall be paid by the City to Volunteer.
3. This position is not covered by, nor does it fall within, the jurisdiction of the City's Personnel Policy Handbook.
4. The proposed scope of work to be performed by the Volunteer shall be assisting with planning and development activities in the City's Planning and Development Services Department, and other duties as assigned.

5. The Volunteer shall work flexible hours as approved by the Planning and Development Services Planning Assistant Planner, up to a maximum of forty (40) hours per week, but not more than three hundred (300) hours per fiscal year (as defined in Paragraph 1 above).

6. The term of this Agreement shall be from May 1, 2016 through December 31, 2016, subject to renewal upon the agreement of both parties.

7. The Volunteer shall have the use of such City property as is authorized by the Planning and Development Services Assistant Planner.

8. The Volunteer is classified as an employee of Idaho State University. Therefore, the City will not provide worker's compensation insurance for the Volunteer. Nothing contained in this Agreement shall be construed as an indication that Volunteer is an employee of the City.

9. This Agreement may be terminated without cause upon two (2) weeks written notice by either party.

10. Volunteer agrees to abide by all federal, state, city, and local laws, rules, and regulations in the performance of any duties pursuant to this Agreement.

11. For and in consideration of being allowed to participate as a volunteer intern for the City of Pocatello, and in recognition of Volunteer's own personal benefit from such program, Volunteer hereby agrees to indemnify and hold the City of Pocatello harmless from any loss, liability, or expense for injury or damage to any property or other person or persons caused by or arising out of Volunteer's work for the City.

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

CITY: City of Pocatello

Attn: Planning & Development Services  
Director  
P.O. Box 4169  
Pocatello, ID 83205

VOLUNTEER:

Paul Sivitz  
1142 E. Halliday Street  
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 States Post Office.

DATED this \_\_\_\_ day of April, 2016.

CITY OF POCATELLO, an Idaho  
Municipal Corporation

\_\_\_\_\_  
BRIAN C. BLAD, Mayor

ATTEST:

\_\_\_\_\_  
RUTH E. WHITWORTH, City Clerk

VOLUNTEER,

\_\_\_\_\_  
Paul Sivitz

STATE OF IDAHO            )  
  ss:  
County of Bannock         )

On this \_\_\_\_\_ day of April, 2016, 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, who executed the foregoing instrument, and acknowledged to me that such municipal corporation executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing in: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF IDAHO            )  
  ss:  
County of Bannock         )

On this \_\_\_\_\_ day of April, 2016, before me, the undersigned, a Notary Public in and for the State, personally appeared Paul Sivitz known to me or proved to me to be the Volunteer as stated above, who executed said 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.

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing in: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**AGENDA**

**ITEM**

**NO. 8**

### REQUEST FOR COUNCIL SELECT FUNDS

Please fill out this form completely as you are allowed to come before the City Council to request "Council Select" funds only once per event.

The City Council meets the first and third Thursday of the month. Requests need to be submitted to the Mayor's Office before 12:00 noon 7 days prior to the meeting you wish to attend.

If you have any questions, please call 234-6215.

Name of organization requesting funds: Pocatello-Chubbuck Chamber of Commerce  
Beautification Committee

Individual representing organization: Mark Dahlquist, Committee Chairman

Address: 324 South Main Street, Pocatello, ID 83204 Chamber phone: 208-233-1525

Phone Mark cell: 208-705-8402 E-Mail mdahlquist@nwpcatello.org

Date and Place of event being sponsored by the organization Sat., May 7, 2016 @ Caldwell Park

Type of event being sponsored by the organization (example: fundraiser for...)

Annual community-wide "Spring Clean-Up" event, with NeighborWorks Pavilion at Caldwell Park serving as the meeting location to organize & dispatch volunteer groups for clean-up.

If this is a fundraiser, will the money stay in Pocatello? N/A - not a fundraiser.

How will the requested funds be used? Please note that Council Select funds cannot be used for Park Shelter Rentals. To help assist with the overall costs of providing the event (examples: free work gloves to those volunteering their time to work, event food and publicity costs, etc.).

If the request is for City services, have you reserved the services you are requesting?   
N/A - funds requested are not being used for City services.

Have you verified the cost of the City services you are requesting? N/A

Amount of funds requested cannot exceed \$250.00: \$100.00

Why are you requesting these funds from the City of Pocatello? The annual Spring Clean-Up event is of great benefit to the City of Pocatello as a whole. With many key city areas being cleaned and beautified by dedicated community volunteers at no cost to the City and taxpayers. It was the hope of the Beautification Committee that the city might like to contribute a small amount of Council Select funding to the efforts.

What other sources of funding does your organization have? Other Spring Clean-Up event sponsors include: Chamber of Commerce, NeighborWorks, McDonalds, Ireland Bank, Idaho Power, Intermountain Gas, University Financial, Pocatello Chiefs.

.....  
**FOR CITY OF POCATELLO USE ONLY**

Date request received 3/31/16

Council meeting date 4/7/16

Action taken on request

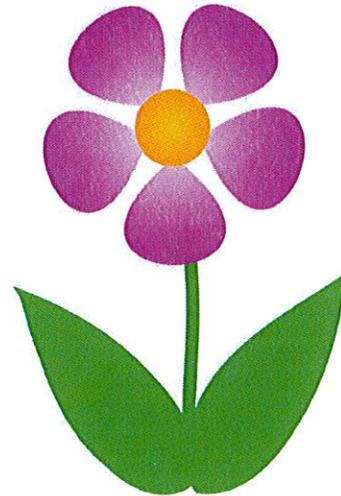
Date applicant notified

# Community-Wide Spring Cleanup

Saturday, May 7

Pavilion at Caldwell Park

8:30 a.m. to 10:00 a.m.



- Free hot breakfast for all participants!
- Garbage bags will be provided!
- Sign-up for specific area to clean up at the breakfast or call the Pocatello/Chubbuck Chamber of Commerce at 233-1525 to reserve a cleanup site!

Sponsors:



**AGENDA**

**ITEM**

**NO. 9**

**EXECUTIVE SUMMARY**

TO: Mayor Blad and Council Members  
FROM: John Banks, Parks & Recreation Director  
RE: **Court Appointed Special Advocate (CASA) Program Request for Concessions at Upper Ross Park**  
DATE: April 7, 2016

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**The 6<sup>th</sup> Judicial District CASA Program requests permission to offer food concessions at Upper Ross Park on May 14, 2016.**

Court Appointed Special Advocates (CASA's) are community volunteers trained by local program directors to speak up for, and provide advocacy for abused and neglected children pursuant to statute. The CASA's are dedicated & caring volunteers who are often the only constant in the lives of such children. After a thorough investigation, CASA's prepare a report outlining the history of each case, the services that are available for the children & family, and ultimately, make recommendations about what is in the best interests of the children. Judges then use this and other information to make informed decisions and create better outcomes for abused and/or neglected children all across Idaho.

Each year, the 6<sup>th</sup> Judicial District CASA Program conducts fundraising activities to help raise money needed to support the program. For 2016, CASA would like to hold a Family Luau fundraising event on Saturday, May 14, 2016 at Upper Ross Park. At the Luau, Police and Fire Department Staff will go "head to head" in a pig roast, and cook off of other Hawaiian items, with proceeds going to support the 6<sup>th</sup> Judicial District CASA Program. The Luau event is expected to be a wonderful evening, and a great way to raise money for the children in our community. CASA requests Council permission to offer food concessions at the event.

CASA has been in contact with Parks Dept. Staff, who has identified a safe and appropriate location for pig roasting. CASA will also be providing necessary liability insurance naming the City as an additional insured, paying all applicable fees, and providing proof of Health Department approval for the event.

**AGENDA**

**ITEM**

**NO. 10**



2/3/16

CITY OF POCATELLO  
BEER/WINE PERMIT (ORD.12.36.060)

Name of Permittee Jessica Harris ID Verified  DOB: 08/30/1991

Address 496A Clinton Street, Pocatello, ID 83204 Phone (208) 7901259

Date(s) of Event May 7, 2016 Time(s) 12 am  pm to 5 am  pm

Nature of Event Graduation Party

Location  Upper Ross Park Pavilion  Bonneville Park  
 Lower Ross Park Pavilion  Raymond Park Pavilion  
 Other\* Name of Park Centennial Park  
\*(Requires special exception to City Codes)

1. Permittee shall be in attendance at the event;
2. This permit is not transferable or assignable;
3. Permit is valid only for the date and hours of the event as specified;
4. Permittee is 21 years of age or older;
5. Permittee is responsible for ensuring that all persons attending the event who consume alcoholic beverages are of legal age to do so according to local and state law;
6. Consumption of any beer/wine or possession of any can, bottle or other receptacle containing any beer/wine that has been opened, or a seal broken, or the contents of which have been partially removed, is not permitted in parking lots, or children's play areas;
7. Any sale of alcoholic beverages is prohibited, unless authorized through the state;
8. Permittee is responsible for the conduct of all attendees of the event;
9. The area utilized for the event must be left clean when the event is completed;
10. Disruptive or obnoxious behavior or excessive noise shall be prohibited and may result in immediate revocation of the permit and immediate termination of the event for which the permit was issued;
11. Park hours shall be observed; and;
12. This permit does not guarantee a reservation of any park facilities. park reservation must be made separate through the Parks & Recreation Department.

NOTE: You MUST have a RESERVATION for the park before submitting this application

Permit further agrees to defend, indemnify and hold the City, its officers, directors, employees, and representatives harmless from and against any and all actions, claims, demands, judgments, attorney's fees, costs, damages to persons or property, penalties, obligations, expenses or liabilities of any kind that may be asserted or claimed by any person or entity (including but not limited to any employee, agent or contractor of Permittee) in any way arising out of or in connection with this Permit or the event carried on by Permittee at the above identified park, or any area to which Permittee has access hereunder, whether or not there is concurrent active or passive negligence on the part of City, and/or acts for which the City would be held strictly liable, but excluding the sole active negligence and willful misconduct of City

**IF APPROVAL IS GRANTED, THIS BEER PERMIT MUST BE IN POSSESSION OF THE APPLICANT AT THE STATED LOCATION, DATE (S) AND TIME STATED ON THIS PERMIT.**

*Jessica Harris*

03/13/2016

Signature of Permittee

Date

**FOR OFFICIAL USE ONLY:**

Fee Amount: \$0 Date Paid: 3/14/16

Approved  Denied\* Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*Reason for Denial: \_\_\_\_\_

Called for permit pick up: Date: \_\_\_\_\_ Initial: \_\_\_\_\_ Result: \_\_\_\_\_  
Date: \_\_\_\_\_ Initial: \_\_\_\_\_ Result: \_\_\_\_\_

**AGENDA**

**ITEM**

**NO. 11**



CITY OF POCA TELLO
BEER/WINE PERMIT (ORD.12.36.060)

Name of Permittee Ruth Dracay ID Verified [checked] DOB: 07/22/1966

Address 175 Plateau Drive Phone (208) 233-4439

Date of Event 7/30/2016 Time 12 am to 5 am

Nature of Event Wedding - Birthday

Location Upper Ross Park Bonneville Park Lower Ross Park Raymond Park
Other\* Name of Park (REQUIRED): Centennial Park
\*(Requires special exception to City Codes)

- 1. Permittee shall be in attendance at the event;
2. This permit is not transferable or assignable;
3. Permit is valid only for the date and hours of the event as specified;
4. Permittee is 21 years of age or older;
5. Permittee is responsible for ensuring that all persons attending the event who consume alcoholic beverages are of legal age to do so according to local and state law;
6. Consumption of any beer/wine or possession of any can, bottle or other receptacle containing any beer/wine that has been opened, or a seal broken, or the contents of which have been partially removed, is not permitted in parking lots, or children's play areas;
7. Any sale of alcoholic beverages is prohibited; unless authorized through the state;
8. Permittee is responsible for the conduct of all attendees of the event;
9. The area utilized for the event must be left clean when the event is completed;
10. Disruptive or obnoxious behavior or excessive noise shall be prohibited and may result in immediate revocation of the permit and immediate termination of the event for which the permit was issued;
11. Park hours shall be observed; and;
12. This permit does not guarantee a reservation of any park facilities; park reservation must be made separate through the Parks & Recreation Department.

Permit further agrees to defend, indemnify and hold the City, its officers, directors, employees, and representatives harmless from and against any and all actions, claims, demands, judgments, attorney's fees, costs, damages to persons or property, penalties, obligations, expenses or liabilities of any kind that may be asserted or claimed by any person or entity (including but not limited to any employee, agent or contractor of Permittee) in any way arising out of or in connection with this Permit or the event carried on by Permittee at the above identified park, or any area to which Permittee has access hereunder, whether or not there is concurrent active or passive negligence on the part of City, and/or acts for which the City would be held strictly liable, but excluding the sole active negligence and willful misconduct of City.

IF APPROVAL IS GRANTED, THIS BEER PERMIT MUST BE IN POSSESSION OF THE APPLICANT AT THE STATED LOCATION, DATE (S) AND TIME STATED ON THIS PERMIT.

Signature of Permittee Ruth Dracay

Date 3/25/2016

FOR OFFICIAL USE ONLY:
Fee Amount: 50.00 Date Paid: 3/25/16
[ ] Approved [ ] Denied\* Signature: Date:
\*Reason for Denial:
Called for permit pick up: Date: Initial: Result:
Date: Initial: Result:

**AGENDA**

**ITEM**

**NO. 12**

**Date: March 10, 2016**



**TO: Mayor Blad and Council Members**

**From: John Banks, Parks & Recreation Director  
Peter Pruet, Zoo Superintendent**

**RE: Zoo Idaho Summer Concert Series  
and Open Air Art Fair**

**General Information**

During the summer of 2015, City Council granted permission to Randy Johnson of Imagine Music Entertainment, to organize, promote and provide a Summer Concert Series for the City of Pocatello at the Ross Park Bandshell. A long-time musician and musical event organizer, Mr. Johnson sees the series as an opportunity to showcase the area's hidden wealth of talented singer/songwriters & bands of all ages, by providing a venue and listening audience for them to perform in a professionally organized and family oriented atmosphere.

Mr. Johnson is once again offering to provide these services to the City, for 13 Saturdays during the summer of 2016, running June 4 – August 27 from 5:00-7:00pm, and has indicated that he has an extensive list of local artists willing to perform, which will be more than sufficient to fill all thirteen dates. Mr. Johnson also proposes to grow & expand the summer 2016 events by including an art in the park element, as well as concession & catering opportunities for local restaurants, all under the new program name of "Zoo Idaho Summer Concert Series and Open Air Art Fair", and at NO COST to the City.

In addition to the evening Summer Concerts, local arts & crafts and artisan vendors would be invited to display and offer their goods for sale to the community starting at 3:00pm. 20-30 vendors per Saturday would be accommodated, and vendor areas would be set up north of the bandshell. Local restaurants would also be secured by Mr. Johnson, and given the opportunity to provide food purchase opportunities to Art Fair & Concert goers. All vendors would pay fees according to the City's FY16 Fee Resolution, with revenues going to help support Zoo and other Lower Ross Park improvements.

With one-time/up-front sound system costs absorbed in 2015 by Mr. Johnson obtaining sponsorships from local businesses, the vast majority of this year's sponsorship dollars will also be allocated back to the City for Zoo and Lower Ross Park projects, less a small advertising budget to help further increase event attendance and the yearly cost of providing the City with a comprehensive liability insurance policy.

Mr. Johnson also plans to have the Idaho State Journal provide artist highlight articles each week leading into the Saturday concerts, as well as weekly artist visits to local radio programs, to talk about their music & upcoming performance, and play a song or two for the listening audience. With these events being FREE to the public, there is also the probability of many other free advertising opportunities on local media, which Mr. Johnson will pursue.

In 2015, Council granted Staff permission to institute a discounted "twilight" zoo entry rate of \$4.00 for adults and \$2.00 for children & seniors, good from 4:00pm-close on the concert days (*\*Note: regular daily admission prices are – Adults: \$5.75, Seniors: \$4.50, Children: \$3.75*). Staff is again requesting Council permission to allow the discounted "twilight" rate for summer 2016.

### **Lower Ross Park Summer Use & Activity on Saturdays**

The Lower Ross Park area is a popular community destination during the summer months. With the Ross Park Aquatics Complex operations, as well as group picnics consistently taking place at one or both of the shelters available for reservation, the Lower Ross Park facilities are traditionally well used.

However, due to the generous amount of space between where the bandshell is located in relation to the aquatics complex and shelters, combined with ample public parking at the aquatics complex, adjacent to the Outdoor Recreation rental building, on-street and the newly created area south of the bandshell, staff feels that Saturday afternoon/evening art fair & concert events will continue to co-exist well with general park activities. In addition, staff believes that the concert series would provide an exciting additional recreation opportunity for aquatics complex, shelter and general park users to visit and enjoy if they chose.

### **Summary of Requests**

In summary, Randy Johnson of Imagine Music Entertainment is requesting that City Council consider granting permission to:

- Organize, promote and provide the "Zoo Idaho Summer Concert Series and Open Air Art Fair" for the City of Pocatello during the summer of 2016, and in future years pending on-going City Council approval.
- Permission to allow arts & crafts and artisan vendors to display and offer their goods for sale, as well as for local restaurants to provide food purchase opportunities, in conjunction with the Concert events.
- Waiver of facility use fees for the Ross Park Bandshell & adjacent Lower Ross Park area, in return for provision of the events.
- Permission to recognize local businesses who provide event sponsorships (i.e. placement of banners at events, verbal recognition & thanks prior to events).
- Permission for musicians to sell their CD's to the audience on the event dates that they perform.
- Permission to continue offering concert series, along with artisan vendors and concessions in future years, barring any significant change or changes to events.

Parks & Recreation Department staff is requesting that City Council consider granting permission to:

- Institute a discounted "twilight" zoo entry rate of \$4.00 for adults and \$2.00 for children & seniors, good from 4:00pm-close on the concert days.
- ***If needed***, extend Summer Zoo close time for Saturdays to 7:00pm on concert days to accommodate additional zoo visitors.
- Permission to continue offering discounted "twilight" zoo entry rates and if needed extended Summer Zoo close times for Saturday concert days in future years, barring any change to rates or hours.

Staff is once again excited to not only tap into local resources & talent to provide this outstanding community recreational opportunity at no cost to the City, but also the continued opportunity to expose the Zoo to a new and fresh audience to help grow attendance figures and create new revenue sources. Staff and Mr. Johnson view the concert series & art fairs as an annual set of events that will continue to become a popular standard in our community, and one that is well embraced by the public and loved by our local and regional musicians and artists.

**AGENDA**

**ITEM**

**NO. 13**

**Executive Summary**

**Agenda:** Surplus Property 1995 Chevrolet Pickup

**Date:** March 24, 2016

**Submitted by:** Alan Green, Parks Superintendent

**Background:** This pickup was handed down to the Parks Department from the Sanitation Department on May 5<sup>th</sup>, 2009. The parks used it for 4 years and it was handed down to the Zoo because the engine was getting weak. The Zoo used it for a couple of years until the engine went out. It is not worth putting a new engine in the pickup and we would like to declare it surplus property and take it to the scrap yard.

**Synopsis:** The Parks department has received many hand me down pickups from other departments. We have extended the life of many of the pickups. This pickup is one of the few that we could no longer use. Most of the tired ones at least make it to the City Auction.

**USE AGREEMENT**

THIS AGREEMENT, made and entered into this 7<sup>th</sup> day of April, 2016, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as the "City," and Randy Johnson d/b/a Imagine Music Entertainment, hereinafter referred to as "User."

WHEREAS, the City operates and oversees the Lower Ross Park Band shell facility located at 2900 South 2<sup>nd</sup> Avenue, Pocatello, Idaho 83204; and

WHEREAS, User is a long time musician and musical event organizer who envisions a "Zoo Idaho Summer Concert Series & Open Air Art Fair" as an opportunity to showcase talented singer/songwriters and bands of all ages, as well as local arts & crafts/artisan vendor goods and on-site food purchase opportunities from local area restaurants; and

WHEREAS, the City has an available venue for User's event; and

WHEREAS, User, was granted City Council permission to organize, promote and provide a successful 2015 Summer Concert Series for the City of Pocatello at the Ross Park Band shell; and

WHEREAS, it is the parties' desire to enter into an Agreement which sets forth their respective rights and responsibilities.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Purpose. The City shall allow User to utilize the Lower Ross Park Band shell area, and adjacent turf areas north & south of the band shell, to host the “Zoo Idaho Summer Concert Series & Open Air Art Fair”. The concert and artisan events shall take place on the following 13 Saturdays during the year 2016 from 3:00 p.m. to 7:00 p.m.:

- June 4, 11, 18, 25
- July 2, 9, 16, 23, 30
- August 6, 13, 20, 27

2. Term. The term of this Agreement shall be June 4, 2016 to August 27, 2016, and shall automatically renew each year and every year thereafter, barring any significant change or changes to events, unless sooner terminated. Either party may chose not to renew this agreement by giving written notice to the other party no later than January 15<sup>th</sup>. Any proposed change or changes to events which are deemed significant by Parks & Recreation Director, shall require specific City Council approval.

3. Care of the Facilities. User shall pick up after each concert/artisan/concessions event and dispose of trash in an appropriate dumpster located on the Lower Ross Park property. In the event the City determines the User’s event causes the Lower Ross Park area to exceed normal garbage capacity, User will be billed the charge of additional garbage service. The City shall maintain and care for the grass/lawn areas within the Lower Ross Park property.

4. Rental, Vendors and Concessions. The City Council agrees to waive the \$65.00 per 5 hour period rental fee for the Lower Ross Park Band shell. All artisan vendors and restaurant/food concessionaires participating in the 2016 events, as well as in subsequent years, shall pay fees in accordance with the City’s Fee Resolution for that

current Fiscal Year, with revenues going to help support Zoo and other Lower Ross Park improvements.

5. Compliance with Laws. User shall strictly comply with all federal, state, and local laws, rules, regulations, and ordinances. User will ensure patrons do not consume alcohol on the property as it is prohibited at this location.

6. Indemnification and Hold Harmless. The User shall have the responsibility for the safety of persons and property during User's occupancy and use of the premises. User hereby agrees to fully indemnify and hold harmless, and agrees to protect and defend at their own cost and expense, the City, its officers, employees, agents, and successors from and against any and all risks, suits, judgments, expenses, claims, settlements, or liabilities which the City, its officers, employees, agents, and successors may incur or become liable for as a result of injury or death of any person or persons, or loss or damage of any property, arising out of or in connection with activities of User granted herein, including any and all claims for copyright infringement or any other claim that may arise by reason of User's displays, or by any of User's employees, agents, invitees, or any other person acting on behalf of User.

The City hereby agrees to fully indemnify and hold harmless, and agrees to protect and defend at their own cost and expense, User from and against any and all risks, suits, damages, judgments, expenses, claims, settlements, or liabilities which User may incur or become liable for as a result of injury or death of any person or persons, or loss or damage of any property, arising out of or in connection with the City's operation.

7. Insurance. In order to effectuate the foregoing indemnification provisions, User shall maintain insurance coverage as follows:

A. User shall purchase a comprehensive liability insurance policy in the amount of \$1,000,000 combined single limit to indemnify the City from any and all public liability claims. Further, such policy shall include coverage for fire legal liability to repair or replace the demised premises. The City shall be named as an additional insured or be acknowledged by User's insurance carrier as a covered entity under the terms of said policy. Moreover, User is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with User without first giving the City of Pocatello, at least thirty (30) days written notice.

B. User shall purchase personal property insurance in an amount sufficient to insure any and all User's personal property which might be used in User's operation of the business or which might be present on the City's premises.

C. 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 Use Agreement. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section 6 "Indemnification and Hold Harmless." User's failure to maintain insurance shall be a basis for immediate termination of this Use Agreement.

8. Assignment. That no right or obligation of this Agreement, nor right in the premises described herein, may be assigned, mortgaged, or subleased by User without written consent of the City.

9. Cost of Litigation. If suit or legal action is instituted by any party hereto to establish or enforce any right under this Agreement, to recover any amount due hereunder, to correct a breach of covenant, term, or condition hereto, or to litigate any

other matter arising from the execution of the Agreement, the prevailing party in the trial court and the prevailing party on any appeal shall recover reasonable attorney's fees awarded by the trial and appellate courts, in addition to costs and disbursements. The parties agree that a reasonable rate for attorney's fees will be \$150.00 per hour. This provision shall survive any termination of this Agreement.

10. Merger Clause. This writing represents the entire Agreement between the parties. No promises, representations or agreements, written or oral, shall amend, change or add to any of the express provisions herein.

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

12. Destruction of Premises. In the event said structures and facilities are destroyed, this Use Agreement shall be deemed terminated.

13. Termination. If, in the judgment of the Parks & Recreation Director, the User breaches or is in default of any terms of this Agreement, the City shall give the User written notice specifying with reasonable particularity the unsatisfactory performance or default. If such breach or default is capable of being remedied and the User fails or refuses to remedy such unsatisfactory performance or default immediately, the City may terminate this Agreement. The parties agree that the Parks and Recreation Director has the full authority to act on such matters on behalf of the City.

14. Captions for Convenience Only. The captions herein are for convenience only, and do not limit or amplify the language of the sections following.

15. Severability. If any provision or portion of any provision of this Agreement shall be deemed illegal or unenforceable by a court of competent jurisdiction, the unaffected provisions or portions thereof shall remain in full force and effect.

16. Jurisdiction and Venue. Any action or proceeding relative to this Use Agreement shall be maintained in the Sixth District Court, County of Bannock, State of Idaho.

17. Notice. All notices under this Use 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:

City: Parks & Recreation Director  
P.O. Box 4169  
Pocatello, ID 83205

USER: Randy Johnson  
d/b/a Imagine Music Entertainment  
2370 Rulon  
Pocatello, ID 83201

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representative the day 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 3/30/16 AM: 3:50

Comments \_\_\_\_\_

USER:

\_\_\_\_\_  
Randy Johnson  
d/b/a Imagine Music Entertainment

STATE OF IDAHO                    )  
  ss:  
County of Bannock                )

On this \_\_\_\_\_ day of April, 2016, before me, the undersigned, a Notary Public in and for the State, personally appeared Randy Johnson, d/b/a Imagine Music Entertainment known or proved to me to be the person whose name is subscribed to 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)

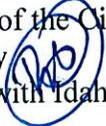
\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing in \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**AGENDA**

**ITEM**

**NO. 14**

## MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council  
FROM: Rich Diehl, Deputy City Attorney   
RE: Street Department's Agreement with Idaho Asphalt Supply  
DATE: March 23, 2016

I have reviewed the above-referenced Agreement and it meets with my approval for the Mayor's signature, where indicated, once the Council has authorized the Mayor to sign the Agreement. This Agreement is similar to prior Agreements the City has entered into and the prices in this Agreement are piggybacked from Fremont County. This procedure is in compliance with Idaho Bid Laws.

If you have any questions, please feel free to contact me.



Street Operations  
1080 South 1<sup>st</sup> Avenue  
Pocatello, ID 83201  
(208) 234-6250  
(208) 234-6194  
Fax: (208) 478-7152

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## MEMO

TO: MAYOR BLAD AND MEMBERS OF CITY COUNCIL  
FROM: TOM KIRKMAN, STREET OPERATIONS SUPERINTENDENT  
RE: RECOMMENDATION FOR 2016 SEALING OIL  
DATE: MARCH 18, 2016

It is my recommendation that the City of Pocatello Street Operations Department piggyback the Fremont County bid for the following materials from Idaho Asphalt Supply, Inc. for the 2016 paving program:

<b>290.00 Tons CRS-2 or CRS-2P:</b>	<b>\$395.00 per ton (\$405.00 FOB job site)</b>
<b>100.00 Tons CSS-1H-DIL 50/50:</b>	<b>\$310.00 per ton (\$320.00 FOB job site)</b>
<b>290.00 Tons CQS-1HP:</b>	<b>\$510.00 per ton (\$520.00 FOB job site)</b>

Idaho Asphalt Supply, Inc. was the lowest bidder for Fremont County and has agreed to allow the City of Pocatello Street Operations Department to piggyback the material upon your approval. The amount has been budgeted for in the FY16 budget.

The agreement from Idaho Asphalt Supply, Inc. to the City of Pocatello to honor the piggyback price is attached for Council and Mayor approval. The Council may wish to authorize Mayor Blad to sign and execute the contract.



# Idaho Asphalt Supply, Inc. Peak Asphalt, LLC



ASPHALTS



ROAD OILS

P.O. Box 941, Blackfoot ID 83221-0941  
Phone: (208) 785-1797 Fax: (208) 785-1818

IAS CONTRACT No: 22433

DATE: 3/9/2016

PROJECT #:

PROJECT: Year 2016 Road Oils

BUYER: POCATELLO, CITY OF

DATE OF BID LETTING: February 29, 2016

STREET ADDRESS OR SITE:

1080 SOUTH 1ST AVENUE

Pocatello, ID 83201

OWNER:

**1. Project Details.** Idaho Asphalt Supply, Inc./Peak Asphalt, LLC ("Seller") agrees to sell and deliver to POCATELLO, CITY OF ("Buyer"), or cause to be sold and delivered to Buyer asphalt product(s) of the kinds and quantities (the "Products") listed below and under the terms and conditions set forth in this Agreement, and Buyer agrees to purchase and receive and pay for the same, for use by Buyer on the above Project, on the terms and conditions herein stated:

PRODUCT	QUANTITY (Tons)	UNIT PRICE Excluding Sales Tax	Effective Thru	FREIGHT	F.O.B.
CQS-1HP	290.00	\$510.00	10/31/2016	\$10.00	Job Site
CRS-2R	290.00	\$395.00	10/31/2016	\$10.00	Job Site
CSS-1H 50:50 Dilute	100.00	\$310.00	10/31/2016	\$10.00	Job Site
DISTRIBUTOR SERVICE \$1,000.00 Minimum Charge		\$20.00/TON or \$175.00/HR (Whichever is Greater)			

**Special Contract Provisions:**

Prices "piggyback" awarded offering to the Fremont Co. Commissioners on February 29, 2016 and will remain firm for the 2016 season. Fuel surcharge on freight is waived. Paragraphs 3 & 21 are not applicable. Paragraph 5 is amended to read: "Payment terms are NET 15th. Payment is due the fifteenth of the month following delivery."

**2. Price Terms.** The price for the above Products is valid through the 2016 season and is based upon product(s) sold by Seller FOB one of Seller's facilities. Freight/transportation charges, if quoted above, are a separate item and will be based upon 30-ton loads. Freight prices are subject to a fuel surcharge at the time of delivery. A surcharge schedule is available upon request. Freight and distributor charges for Seller arranged equipment will be invoiced by Johnny B. Transport or a separate carrier if previously arranged between Seller and Buyer. Seller reserves the right to supply product(s) from any of Seller's or its affiliated facilities.

**3. Adjustments for Escalation.**

a. In the event an escalation in the market price of raw materials and/or supplies involved with the production and/or transportation of the Products occurs whereby the cost to Seller of said materials and/or supplies exceeds twenty percent (20%) above Seller's cost on the date of this Agreement, Seller reserves the right to adjust the price(s) set forth herein in the same proportion as such cost increase to Seller.

b. If a price escalation for the Products subject to this Agreement occurs automatically or is invoked by Seller or Buyer in accordance with state contract specifications, Buyer agrees to pay Seller, or pass directly through to Seller, the amount of such escalation in addition to the prices above within fifteen (15) days of Buyer's receipt of such escalation. Buyer will provide Seller with all information pertinent to escalation. Escalation/deescalation amounts will be reconciled monthly and invoiced as a debit/credit based on monthly shipping reports.

**4. Schedule.** Buyer and Seller shall agree in writing to a delivery schedule at least thirty (30) days prior to commencement of the Project. Proposed changes to the project delivery schedule must be submitted to Seller in advance via facsimile or electronic mail and will be fulfilled at the discretion of Seller; Seller shall not be responsible for delay or back charges resulting from such schedule changes. Buyer shall provide to

Bid Number: 0000022433

Buyer Initials \_\_\_\_\_ Contract # 22433

Seller a written order for all Products to be delivered by Seller at least one (1) week prior to the requested delivery date. If Buyer does not take delivery of ordered product, Buyer may be held responsible for Seller's costs for said product, including, but not limited to: manufacturing, additive, storage and reprocessing costs. Buyer shall notify Seller immediately of any Project change orders or anticipated volume changes for which the changes are in excess of ten percent (10%) of the original order. Quantities deleted in excess of 10% of the original order may be subject to restocking fees or reprocessing costs while quantity overruns exceeding 10% of the original order are subject to re-pricing based on current market conditions.

**5. Payment/Billing.** Seller shall submit to Buyer an invoice, sent to the address indicated above, evidencing amounts due pursuant to this Agreement (the "Invoice"). Invoice amount(s) are due and payable by 12:00PM on the Friday following the week that the product was delivered to Buyer (NET 7 based on a linear calendar week Sunday thru Saturday). Buyer shall submit a copy of each invoice or invoice number with payment. Any invoice amounts not paid by 12:00PM on the Friday following the week that the Product is delivered shall bear interest at a rate of 1 3/4% per month from and as of the date of the Invoice. In the event payment is not received as stated above Seller, may at its discretion, suspend further shipment(s) to Buyer. Buyer does not have the right to offset for any reason.

**6. Specifications - Seller's Limited Liability.** The Products will conform to the specifications of the Idaho Transportation Department. Conformity of the Products to the Agreement Specifications provided for herein shall be determined by Seller's certified test results at the point of title transfer. Buyer agrees to strictly adhere to Seller's Product Handling Guidelines. In the event anti-strip is added to any product at the request of Buyer, Seller shall not be responsible for any resulting non-conformance of the product. **IN THE EVENT PRODUCT IS DELIVERED TO BUYER THAT DOES NOT CONFORM TO THE AGREEMENT SPECIFICATIONS AT THE POINT OF TITLE TRANSFER, THE EXTENT OF SELLER'S LIABILITY IS LIMITED TO THE COST OF REPLACEMENT OF ANY SUCH NON-CONFORMING PRODUCT. SELLER SHALL NOT BE LIABLE TO BUYER OR A THIRD PARTY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. BUYER SHALL BEAR THE BURDEN OF PROOF THAT THE PRODUCTS FAILED TO CONFORM TO THE AGREEMENT SPECIFICATIONS SET FORTH HEREIN AT THE POINT OF TITLE TRANSFER.**

**7. Product Return Policy.** Products may only be returned upon Seller's written approval. In the event Seller agrees in writing to accept the return of any Product, Buyer shall be subject to full transportation costs and any incidental charges as set forth under Paragraph 3. In the event Seller agrees to accept return of contaminated and/or diluted material, Buyer shall be responsible for all reprocessing and/or additional chemical costs.

**8. Seller-Arranged Transport.** Product shall be shipped by any carrier designated by Seller. Delivery of quantities less than 30-tons will result in minimum freight charges. Buyer agrees to pay the following additional charges as invoiced: (i) Unloading fees in excess of 3.00 hours, \$80.00 per hour, (ii) Overnight holdover fee, \$350.00 per night, (iii) Restocking fee on returned product, \$250.00, (iv) Multiple location unload fee, \$150.00 per each additional site, Equipment charge for jobsite pump-off flat fee, each occurrence (no polymer modified asphalts) \$100.00. Truck hold fee for each truck placed on hold at the plant by the customer in excess of 2.00 hours, \$80.00 per hour.

**9. Buyer-Arranged Transport.** Buyer agrees to provide to Seller all Seller required insurance documentation for carrier to access any Seller facility.

**10. Bond Disclosure.** Buyer will provide a copy of the applicable contractor's bond or payment bond to Seller prior to the first delivery, including the name and address of the general contractor and the owner of the property.

**11. Transfer of Title/Risk of Loss.** Title and risk of loss for the Products transfers to Buyer at the loading flange of Seller's facility.

**12. Seller's Right to Lien.** Seller is entitled to full lien and other rights provided by law to a supplier or installer of materials for all Products supplied.

**13. Unfulfilled Agreement Penalty.** If Buyer has failed to take delivery of less than seventy-five percent (75%) of the contracted Product(s) at the end of the Agreement term (the "Outstanding Reserve"), Seller may demand that Buyer compensate Seller up to fifteen percent (15%) of the purchase price of the Outstanding Reserve. For purposes of this paragraph, "Outstanding Reserve" does not include any Products requested by Buyer which Seller opted not to supply pursuant to Paragraph 14 of this Agreement.

**14. Termination.** Seller may cancel this Agreement if, in Seller's reasonable judgment, Buyer is unworthy of commercial credit or is in default of Seller's General Terms and Conditions. In addition, Seller may immediately terminate this Agreement and any other contract between the parties without notice in the event Buyer is in default for non-payment pursuant to this or any other Agreement between the parties hereto.

**15. Force Majeure.** Seller shall be relieved from liability for failure to deliver the Products for the time, and to the extent, such failure is occasioned by: government regulation, shortage of transportation, raw materials and/or supplies, disruption or breakdown of production or transportation facilities or equipment, war, fire, explosion, riot, strike or other industrial disturbance, act of God, or Seller's inability, after reasonable diligence, to obtain necessary equipment, materials or supplies, in whole or in part, at reasonable prices in relation to the prices established herein, or by any other cause, whether or not listed above, which is reasonable and beyond the control of Seller.

Bid Number: 0000022433 Buyer Initials \_\_\_\_\_ Contract # 22433

**16. Buyer's Indemnification of Seller.** Buyer agrees to defend and indemnify Seller against any private or public administrative or judicial inquiry or action brought under any local, state, or federal environmental laws or rules as a result of Buyer's use of any Products purchased under this Agreement. Buyer further agrees to defend and indemnify Seller against any private or public administrative or judicial inquiry or action brought under any local, state, or federal environmental laws or rules as a result of Seller's transport of any Product to a site selected or designated by Buyer.

**17. Venue.** This Agreement shall be governed by, construed with and adjudicated pursuant to the laws of the State of Idaho.

**18. Integration.** This Agreement embodies the entire Agreement between Seller and Buyer and supersedes any prior agreement for the Project, whether oral or written.

**19. Fees and Costs.** Should Buyer default in the performance of any of the covenants or agreements contained herein, Buyer shall pay to Seller all costs and expenses, including but not limited to a reasonable attorney fees, including such fees on appeal, which Seller may incur in enforcing this Agreement or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

**20. Modifications, Waiver, and Assignment.** Modification of this Agreement is valid only if executed in writing by the parties hereto. Waiver of any breach by Seller or Buyer of any terms, conditions or obligations hereto shall not be deemed a waiver of subsequent breaches of the same or other nature. Buyer may not assign this Agreement or any interest herein without the prior written consent of Seller.

**21. Ratable for Commercial HHP Tons.** For commercial Hotplant contracts, Buyer agrees to take possession of Products in a Ratable fashion unless previous arrangements have been agreed to in writing by Seller. In the event Buyer does not take possession of Products in a Ratable fashion, Seller reserves the right to reduce any committed quantities upon providing 30 day advance written notice to Buyer. Seller recognizes that weather and seasonality may impact Buyer's delivery schedule.

**22. Enforceability.** In order to be enforceable, this Agreement must be executed and returned to Seller within ten (10) days of 3/9/2016. In the event Buyer accepts delivery of product from Seller without providing to Seller an executed copy of this Agreement, Buyer shall be deemed to have agreed to and accepted all of the terms and provisions of this Agreement and all product delivered to Buyer shall be subject to the terms and provisions of this Agreement to the same extent as if Buyer executed and delivered to Seller this Agreement. In the event of any conflict between the terms and provisions of this Agreement and any purchase orders or other documentation provided to Seller by Buyer, the terms and provisions of this Agreement shall take precedence and be controlling. Seller may, at its discretion, refuse to deliver product represented by this Agreement to Buyer until this Agreement has been executed in full by both parties.

BUYER:  
POCATELLO, CITY OF

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

SELLER:  
Idaho Asphalt Supply, Inc.

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



# Johnny B. Transport, LLC

ASPHALTS

ROAD OILS

P.O. Box 941, Blackfoot ID 83221-0941  
Phone: (208) 785-1797 Fax: (208) 785-1818

JBT CONTRACT No: 22433  
Consignee: POCATELLO, CITY OF  
Consignee Address OR Site:  
1080 SOUTH 1ST AVENUE  
Pocatello, ID 83201

DATE: 3/9/2016  
PROJECT #:  
PROJECT: Year 2016 Road Oils

DATE OF BID LETTING: February 29, 2016

DELIVERY LOCATION: Pocatello, ID

PRODUCT	QUANTITY (Tons)	FREIGHT (Ton)
CQS-1HP	290.00	\$10.00
CRS-2R	290.00	\$10.00
CSS-1H 50:50 Dilute	100.00	\$10.00
DISTRIBUTOR SERVICE \$1,000.00 Minimum Charge	\$20.00/TON or \$175.00/HR (Whichever is Greater)	

### Special Contract Provisions:

Fuel surcharge on freight is waived. Paragraph 3 is amended to read: "Payment terms are NET 15th. Payment is due the fifteenth of the month following delivery."

- Price Terms.** The freight price(s) quoted above is/are valid for the project specified above and is/are based upon 30-ton loads
- Fuel Surcharge.** A surcharge will be imposed and added to the rate(s) quoted when the posted E.I.A. Weekly Retail On-Highway Diesel Price for the Rocky Mountain Area exceeds \$2.65/gallon. For every \$0.05 increase in posted retail price, the surcharge will be calculated by multiplying the quote and subsequent rates by 0.575%.
- Payment/Billing.** Johnny B. Transport, LLC ("Shipper") shall submit to Consignee an invoice, sent to the address indicated above, evidencing amounts due pursuant to these terms and conditions (the "Invoice"). Invoice amount(s) are due and payable by 12:00PM on the Friday following the week that the services were rendered to Consignee (NET 7 based on a linear calendar week Sunday thru Saturday). Consignee shall submit a copy of each invoice or invoice number with payment. Any invoice amounts not paid by 12:00PM on the Friday following the week that the services were rendered shall bear interest at a rate of 1 3/4% per month from and as of the date of the Invoice. In the event payment is not received as stated above, Shipper may, at its discretion, suspend services. Consignee does not have the right to offset for any reason.
- Transfer of Title/Risk of Loss.** Title and risk of loss for the Products transfers to Consignee at Consignee's F.O.B. point of delivery.
- Job Site Pump-off.** Unless prior arrangements have been made to ensure their safety, Johnny B. Transport, LLC drivers are prohibited from pumping polymer modified grades of asphalt utilizing a truck mounted pump.
- Schedule.** Consignee shall provide to Shipper written advance notice of project start at least thirty (30) days prior to commencement of the Project. Consignee shall provide to Shipper a written order estimate for all Products for the first delivery at least one (1) week prior to the requested delivery date. A delivery schedule will be provided by the Consignee to Shipper at least 24 hours prior to requested delivery time. Proposed changes to the project delivery and/or distributor schedule must be submitted to Shipper at least 12

Bid Number: 0000022433

Consignee Initials \_\_\_\_\_ Contract # 22433

hours in advance via e-mail or facsimile and shall be fulfilled at the discretion of Shipper. In any case, it is the responsibility of the Consignee to verify that Shipper has received any request for proposed changes. Shipper shall not be responsible for delay or back charges resulting from such schedule changes. At Shipper's discretion, Consignee may place a scheduled delivery "on hold" subject to a hold fee of \$80.00 /hr from time of "hold" until "release time". Additionally, if Consignee does not accept delivery of requested product, Consignee shall be held responsible for Shipper's transportation costs and for the costs in loading /unloading the vehicle. Consignee shall notify Shipper immediately of any Project change orders or anticipated volume changes to the Project which may exceed ten percent (10%) of the original order.

**7. Incidental Charges.** Delivery of quantities less than 30-tons will result in minimum freight charges. Buyer agrees to pay the following additional charges as invoiced: (i) Unloading fees in excess of 3.00 hours, \$80.00 per hour; (ii) Overnight holdover fee, \$350.00 per night; (iii) Restocking fee on returned product, \$250.00; (iv) Multiple location unload fee, \$150.00 per each additional site; Equipment charge for job-site pump-off, per occurrence (no polymer modified asphalts) \$100.00; Truck hold fee for each truck placed on hold at the plant by the customer in excess of 2.00 hours, \$80.00 per hour.

**8. Limited Liability.** SHIPPER IS NOT RESPONSIBLE FOR ANY DEFECT(S) IN OR DEGRADATION OF DELIVERED PRODUCT EXCEPT TO THE EXTENT THAT SUCH DEFECTS OR DEGRADATION WERE CAUSED BY THE ACTS OR NEGLIGENCE OF SHIPPER.

**9. Cancellation.** A "No Later Than Leave Time" (NLTLT) will be established using the following formula: (Scheduled Delivery Time) minus (15 Minutes) minus (One-way miles /divided by 55 mile per hour) minus (1 hour loading time). If cancellation is requested prior to the NLTLT no charges will be assessed. In the event buyer cancels a previously scheduled transport of goods after the NLTLT and transport has traveled less than ten miles from seller's facility, Johnny B Transport reserves the right to assess a \$250.00 restocking fee. Cancellations that incur an additional charge will be confirmed via fax or e-mail.

**10. Termination.** Shipper may cancel all requests for delivery if, in Shipper's reasonable judgement, Consignee is not worthy of commercial credit. In addition, Shipper may immediately terminate all shipments without notice in the event Consignee is in default for non-payment pursuant to these terms and conditions.

**11. Force Majeure.** Shipper shall be relieved from liability for failure to deliver the Products for the time, and to the extent, such failure is occasioned by government regulation, shortage of transportation, raw materials and/or supplies, disruption or breakdown of production or transportation facilities or equipment, war, fire, explosion, riot, strike or other industrial disturbance, act of God, or Shipper's inability, after reasonable diligence, to obtain necessary equipment, materials or supplies, in whole or in part, at reasonable prices in relation to the prices established herein, or by any other cause, whether or not listed above, which is reasonable and beyond the control of Seller.

**12. Modifications, Waiver, and Assignment.** Modification of this Agreement is valid only if executed in writing by the parties hereto. Waiver of any breach by Shipper or Consignee of any terms, conditions or obligations hereto shall not be deemed a waiver of subsequent breaches of the same or other nature. Consignee may not assign this Agreement or any interest herein without the prior written consent of Shipper.

CONSIGNEE:  
POCATELLO, CITY OF

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

SHIPPER:  
JOHNNY B. TRANSPORT, LLC

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

14(b)

## MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council  
FROM: Rich Diehl, Deputy City Attorney   
RE: Piggyback bid on City of Pocatello for Road Striping from Idaho Traffic Safety, Inc. (ITS)  
DATE: March 23, 2016

I have reviewed the documents regarding the proposed purchase of the road stripping service by the Street Department on a piggyback basis from the City of Pocatello's 2011 bid.

Since the City of Pocatello has previously competitively bid this contract, and ITS has indicated that they will honor their price, which was awarded after being competitively bid; it is permissible for the City to purchase this service without seeking sealed competitive bids. Since the City of Pocatello is a "political subdivision" of the State of Idaho, Idaho Code § 67-2803 (1) allows the City to use the 2011 bid.

In essence, this is a piggyback on the 2011 price. I would recommend following the recommendations of Tom Kirkman, Street Superintendent. If you have any questions, please feel free to contact me.



Street Operations  
1080 South 1<sup>st</sup> Avenue  
Pocatello, ID 83201  
(208) 234-6250  
(208) 234-6194  
Fax: (208) 478-7152

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## **MEMO**

**TO: MAYOR BLAD AND MEMBERS OF CITY COUNCIL**

**FROM: TOM KIRKMAN, STREET OPERATIONS SUPERINTENDENT**

**RE: RECOMMENDATION FOR 2016 ROAD STRIPING**

**DATE: MARCH 22, 2016**

It is my recommendation that the City of Pocatello Street Operations Department piggyback Idaho Traffic Safety Inc. 2011 bid price for 2016 road striping services.

Idaho Traffic Safety Inc. was the lowest bidder for City of Pocatello in 2011. In 2012 there was a contract with addendum written and signed for legal purposes. ITS Inc. has agreed to allow the City of Pocatello Street Operations Department to piggyback the 2011/2012 bid price upon your approval. The cost is \$7.80 per gallon with a total estimated cost of \$24,788.40. That amount has been budgeted for in the FY16 budget.

The agreement from Idaho Traffic Safety Inc. to the City of Pocatello to honor the piggyback price is attached for the Council and Mayor approval. The Council may wish to authorize Mayor Blad to sign and execute the contract.

## Bid / Quote

### IDAHO TRAFFIC SAFETY INC.

3400 East Sunnyside Road  
Idaho Falls, Id 83406 Phone (208) 522-4470

Fax: (208) 522-6521

email: [ltm@cableone.net](mailto:ltm@cableone.net)

Date: 3/15/16

To: City of Pocatello

FAX #: kfarnsworth@pocatello.us

Phone # 234 6250

Attn: Tom Kirkman

From: Maxine Hardy

Regarding 2016 Road Striping

Dear: Tom

Idaho Traffic Safety, Inc. Agrees to provide the service of applying painted markings at the same labor prices as contracted for in 2015.

As in previous years.

Because of the difficulty of measuring the linear footage of paint applied as skip / solid / double yellow ect. we believe it is easier and more accurate for both parties to measure striping by the gallon of paint and beads applied. It is easy to see the paint as it arrives in its totes and keep tab on any discrepancies.

**As The City of Pocatello is supplying the paint and beads on this project** it will simplify their monitoring of the work accomplished, comparing the gallons used with the distances painted and knowing the materials left available for application at the end of the season.

Idaho Traffic Safety, Inc., in discussions with the City of Pocatello have discussed this and agree it would be advantageous to us both.

We propose using Item # 7 in the 2011 quote (Double Yellow Solid 4") Bid @ \$.06 / lf.  
This \$.06 / lf is for 2 lines, 4" wide. This means for a single line 4" wide the rate would be \$.03 / lf.

The contract requires paint be applied at no more than 260 lf of stripe per gallon.  
260 lf per gallon at \$ .03/lf = **\$7.80 / gallon of paint applied.**

**Billing will be by the gallon of City of Pocatello supplied paint and beads, applied at \$7.80 / gallon.**

As with the original bid there is a one-time \$ 700.00 mobilization and \$100.00 Traffic Control charge.

Sincerely;

Maxine Hardy

Request for Quotes

Painting of Permanent Traffic Control Markings on City Streets  
City of Pocatello

**SCOPE:**

The City of Pocatello is requesting quotes for the painting of traffic control lines on selected City streets. The traffic control lines are 4 inch, 5 inch, and 8 inch wide and include yellow skip lines, white skip lines, white fog lines, white lane drop lines, bike lane lines, double solid yellow lines, solid skip yellow lines, and solid white lines.

**CONSTRUCTION REQUIREMENTS:**

**Materials-**

The Contractor shall be responsible for ordering delivering, storing, transferring, placing, and disposing of all materials used on this project. The glass beads will be provided by the City of Pocatello Street Operations Department. Also the City has four 250 gallon totes of yellow paint available for the Contractors use on the project. The paint and beads will be available for pickup at 1080 S. 1<sup>st</sup> Avenue, Pocatello, ID.

Paint shall be applied at a minimum wet film thickness of 17 mils and the waterborne paint formulae shall be from the Idaho State Departments Qualified Product List. ASTM D 1186, Test method A will be used to determine correct thickness of paint. No thinning of paint shall be permitted. Paints containing flotation solvents shall be uniformly mixed prior to application.

The Contractor shall apply the beads at 7lbs per gallon of applied paint. The beads shall be applied immediately following application of paint and provide for good adhesion and reflection.

**GENERAL REQUIREMENTS:**

The Contractor shall work closely with the City Street Operations to develop and maintain a mutually agreeable work schedule. The Contractor shall provide all necessary traffic control and shall protect newly painted markings until its dry enough for regular traffic conditions. The Street Operations Department will assist with the layout of striping where previous striping is missing or indistinguishable.

Contractors must have a current State of Idaho Public Works License along with proof of liability and workman's compensation insurance.

**Deadline for Bid Submittal:** Sealed bids shall be mailed or delivered to Jesse Schuerman, City of Pocatello Street Operations Department at 1080 South 1<sup>st</sup> Avenue before 2:00 pm Tuesday, June 14<sup>th</sup>, 2011. The mailing address is:

1080 South 1<sup>st</sup> Avenue  
PO Box 4169  
Pocatello, ID 83205-4169

Faxed and emailed bids are unacceptable.

The City's intent to award this project within two weeks of receiving the quotes so a schedule can be developed as soon as possible.

Contact Personnel: Questions can be answered and/or a site visit can be arranged by calling Jesse Schuerman, Traffic Engineer (234-6194).

QUOTE:

The Paint width is shown in parenthesis. Double Yellow Solid includes two 4" wide solid lines. Yellow Solid Skip lines include one 4" solid line and one 4" skip line and are used for two way turn lanes. Skip lines are 8 foot long with 17 foot gap. Lane drop skip lines are 3 foot long with a 6 foot gap. The LF unit includes the paint and the gaps.

Additional quantities of striping may be negotiated and added to this quote by the City. All additional striping unit prices shall reflect Unit price quote below.

Item #	Description	Quantity	Unit	Unit Price	Amount
1.	White Skip Lines(4")	19,110	LF	\$0.02	\$382.20
2.	White Lines(8")	4,740	LF	\$0.12	\$568.80
3.	White Fog Line(4")	91,135	LF	\$0.05	\$4,556.75
4.	White Bike Line(5")	33,965	LF	\$0.03	\$1,018.95
5.	White Lane Drop Skip(4")790		LF	\$0.06	\$47.40
6.	White Lane Drop Skip(8")1,892		LF	\$0.06	\$113.52
7.	Double Yellow Solid(4")	71,780	LF	\$0.06	\$4,306.80
8.	Yellow Skip lines(4")	65,892	LF	\$0.025	\$1,647.30
9.	Yellow Solid Skip lines(4")18,940		LF	\$0.035	\$662.90
10.	Traffic Control	1	LS	\$100 <sup>00</sup>	\$100 <sup>00</sup>
11.	Mobilization	1	LS	\$700 <sup>00</sup>	\$700 <sup>00</sup>

RECEIVED  
6-13-11

Total Bid Price \$14,104.62

The City of Pocatello reserves the right to reject any or all proposals, waive any nonmaterial irregularities in the bids received, and to accept the best interest of the City of Pocatello.

CONTRACTOR Idaho Traffic Safety, Inc DATE 6-9-2011  
Public Works License # 12558-B-4

*RL Hay*

Addendum #1 Painting of Permanent Traffic Control Markings on City Streets, Pocatello.  
Date: 3/23/2012

The following changes, clarifications, and additions shall be made part of the Contract and added to the Agreement for this project.

1. Within the current version Idaho Standards for Public Works section 1104- Permanent Pavement Markings-Part 4, Measurement and Payment, the following will be deleted:

*'4.1 Use one more of the following bid items as designated in the Bid Schedule. Include all labor, materials, and equipment required to place permanent pavement markings. If not indicated in the Bid Schedule pavement markings are considered incidental to other Bid items.*

*A. Pavement Line Paint of Painted Pavement Markings: by the square foot measured on a horizontal basis.*

1. *Bid Schedule Payment Reference: 1104.4.1.A.1.*
2. *Bid Schedule Description: Pavement Line Paint of Painted Pavement Marking...Square Foot(SF).*

2. Within the current version Idaho Standards for Public Works section 1104- Permanent Pavement Markings-Part 4, Measurement and Payment, the following will be added:

*'4.1 Use one more of the following bid items as designated in the Bid Schedule. Include all labor and equipment required to place permanent pavement markings.*

*A. Pavement Line Paint of Painted Pavement Markings: by the gallon applied (Gal) measured based on cost to apply a gallon paint to pavement including labor and equipment.*

3. *Bid Schedule Payment Reference: 1104.4.1.A.1.*
4. *Bid Schedule Description: Pavement Line Paint of Painted Pavement Marking...Gallon(Gal).*

3. The following on Page 2 of The Request for Quotes shall be deleted:

Item #	Description	Quantity	Unit	Unit Price	Amount
1.	White Skip Lines(4")	19,110	LF	\$ _____	\$ _____
2.	White Lines(8")	4,740	LF	\$ _____	\$ _____
3.	White Fog Line(4")	91,135	LF	\$ _____	\$ _____

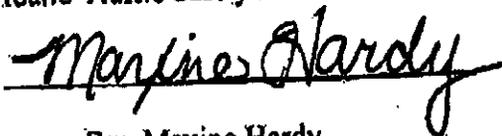
4.	White Bike Line(5")	33,965	LF	\$ _____	\$ _____
5.	White Lane Drop Skip(4")	790	LF	\$ _____	\$ _____
6.	White Lane Drop Skip(8")	1,892	LF	\$ _____	\$ _____
7.	Double Yellow Solid(4")	71,780	LF	\$ _____	\$ _____
8.	Yellow Skip lines(4")	65,892	LF	\$ _____	\$ _____
9.	Yellow Solid Skip lines(4")	18,940	LF	\$ _____	\$ _____
10.	Traffic Control	1	LS	\$ _____	\$ _____
11.	Mobilization	1	LS	\$ _____	\$ _____

4. The following on Page 2 of The Request for Quotes shall be added:

Item #	Description	Quantity	Unit	Unit Price	Amount
1104.4.1.A.1.	<sup>Yellow</sup> <del>White</del> Pavement Paint	1,918	Gal	<u>\$7.80</u>	<u>\$14,960.40</u>
1104.4.1.A.2.	<sup>White</sup> <del>Yellow</del> Pavement Paint	1,260	Gal	<u>\$7.80</u>	<u>\$9,828.00</u>
	<b>Total</b>				<u>\$24,788.40</u>

Please remember to acknowledge that you have received and agree with the changes in Addendum No. 1 by signing below and returning it to the Engineer, Jesse Schuerman.

Idaho Traffic Safety Inc. Owner (or Representative)



By: Maxine Hardy

**ISPWC  
STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between The City of Pocatello  
(hereinafter called OWNER) and Idaho Traffic Safety Inc.  
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 - WORK**

1.01 CONTRACTOR shall complete all Work as specified. The Work is generally described as follows: the painting of traffic control lines on selected City streets. The traffic control lines are 4 inch, 5 inch, and 8 inch wide, and include yellow skip lines, white skip lines, white fog lines, white lane drop lines, blue lane lines, double solid yellow lines, solid skip yellow lines, and solid white lines.

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Painting of Permanent Traffic Control Markings on City Streets of the City of Pocatello

**ARTICLE 3 - ENGINEER**

The Project Engineer is \_\_\_\_\_ who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 - CONTRACT TIMES**

4.01 *Time of the Essence*

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

4.02 *Dates/Days to Achieve Substantial Completion and Final Payment*

A. All Work included in the project, will be substantially completed within 60 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 95 calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. No liquidated damages will be pursued for this contract.

**ARTICLE 5 - CONTRACT PRICE**

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A below:

A. For all Work, at the prices stated in CONTRACTOR's Bid, on the Request for Quotes, attached hereto as an exhibit.

## ARTICLE 6 - PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

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

### 6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 20<sup>th</sup> day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. 95% of Work completed (with the balance being retainage); and

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

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with Article 14 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at Substantial Completion, the character and progress of the work has been satisfactory, the OWNER may, at the OWNER's sole discretion, reduce the amount of retainage being held.

### 6.03 *Final Payment*

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

## ARTICLE 7 - INTEREST

7.01.1 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 4% per annum.

## ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

## ARTICLE 9 - CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 6, inclusive);
  2. General Conditions -- Division 100 of the Idaho Standards for Public Works Construction (not attached), (pages 1 to 45, not attached);
  3. Technical Specifications and Standard Drawings -- Idaho Standards for Public Works Construction (not attached);
  4. City of Pocatello Right of Way Design Standards (not attached);
  5. Exhibits to this Agreement (enumerated as follows):
    - a. Notice to Proceed (pages 1 to 1, not attached);
    - b. ~~Request For Quote (RFQ) Bid (pages 1 to 2, inclusive);~~ MTS  
P&B ITS
    - c. Written Amendment # 1 and Letter from Contractor requesting rate measurement modification and piggyback labor prices from last year
  6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Written Amendments;
    - b. Work Change Directives;
    - c. Change Order(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

## ARTICLE 10 - MISCELLANEOUS

### 10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

### 10.02 Assignment of Contract

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

### 10.03 Successors and Assigns

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

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site, all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), and CCTV tapes which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

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

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

K. The CONTRACTOR is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).

L. The CONTRACTOR will submit within 30 days of the date of this agreement a Public Works Contract Report (Form WH-5) to the Idaho State Tax Commission in compliance with Section 54-1904A and 63-3624(f), Idaho Code.

10.04 *Saverability*

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective of 3/22/16 (which is the Effective Date of the Agreement).

OWNER:

City of Pocatello

By: Brian Blad, Mayor

[CORPORATE SEAL]

CONTRACTOR:

Idaho Traffic Safety, Inc

By: Marlene Hardy  
Marlene Hardy, Owner

[CORPORATE SEAL]

Attest \_\_\_\_\_

Address for giving notices:

P.O. Box 4169

Pocatello, Idaho 83201-4169

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

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Attest [Signature]

Address for giving notices:

3400 East Sunnyside Road

Idaho Falls, Idaho 83406

License No. 12558-B-4  
(Where applicable)

Agent for service of process: \_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**MEMORANDUM**

TO: Brian C. Blad, Mayor; Members of the City Council  
FROM: Rich Diehl, Deputy City Attorney  
RE: Piggyback bid on City of Pocatello for Slurry Seal from Valley Slurry Seal  
DATE: March 23, 2016

I have reviewed the documents regarding the proposed purchase of the Slurry Seal by the Street Department on a piggyback basis from the City of Pocatello's 2011 bid. Normally, since the proposed purchase is over \$50,000.00, the City would be required to seek sealed competitive bids for this purchase.

However, since the City of Pocatello has previously competitively bid this contract, and Valley Slurry Seal has indicated that they will honor their price, which was awarded after being competitively bid; it is permissible for the City to purchase the slurry without seeking sealed competitive bids. Since the City of Pocatello is a "political subdivision" of the State of Idaho, Idaho Code § 67-2803 (1) allows the City to use the 2011 bid.

In essence, this is a piggyback on the 2015 price. I would recommend following the recommendations of Tom Kirkman, Street Superintendent. If you have any questions, please feel free to contact me.



Street Operations  
1080 South 1<sup>st</sup> Avenue  
Pocatello, ID 83201  
(208) 234-6250  
(208) 234-6194  
Fax: (208) 478-7152

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## MEMO

TO: MAYOR BLAD AND MEMBERS OF CITY COUNCIL

FROM: TOM KIRKMAN, STREET OPERATIONS SUPERINTENDENT

RE: RECOMMENDATION FOR 2016 SLURRY SURFACE

DATE: MARCH 18, 2016

It is my recommendation that the City of Pocatello Street Operations Department piggyback Valley Slurry Seal 2011 through 2015 bid price of \$1.36 per square yard of in-place Slurry Surface Product. The area we intend to cover this year will be approximately 150,000 square yards for an estimated total of \$204,000.00. We feel this is a fair price due to price increases we have seen in this industry already this year.

Valley Slurry was the lowest bidder for City of Pocatello, and has agreed to allow the City of Pocatello Street Operations Department to piggyback on the 2011 through 2015 bid price upon your approval.

The agreement from Valley Slurry Seal to the City of Pocatello to honor the piggyback price is attached for Council and Mayor approval. The Council may wish to authorize Mayor Blad to sign and execute the contract.



[www.slurry.com](http://www.slurry.com)

3/3/16

City of Pocatello  
PO Box 4169  
Pocatello, ID 83206-4169

ATTN: Tom Kirkman

RE: Pricing of Type II and Type III slurry seal

Mr. Tom Kirkman,

VSS International would like to inform the City of Pocatello that we will honor our original proposed bid price of \$1.36 per square yard for Type II and Type III slurry seal. We will honor this price thru December 31, 2016. All inclusions, exclusions and special notes previously outlined in the original bid proposal will still apply.

If you have any questions regarding this bid or are in need of a proposal for any future projects please do not hesitate to contact me. My contact information is listed below. We would like to thank you in advance for the opportunity to work for the City of Pocatello, it has been a pleasure.

Thank You,

Rick Cross  
Estimating & Development Manager  
VSS International

Office: (916) 373-1500  
Cell: (916) 502-4463  
Fax: (916) 373-0183  
[rick.cross@slurry.com](mailto:rick.cross@slurry.com)

**VSS INTERNATIONAL, INC.**

P.O. BOX 981330 • WEST SACRAMENTO, CA 95798, USA • PHONE (916) 373-1500  
FAX NO. (916) 373-1438 • CONTRACTOR'S LICENSE NO. 293727A  
**PAVEMENT MAINTENANCE SPECIALISTS**

# Contract Proposal



Date: 3/8/2016

Proposal Number: 854

To: City of Pocatello ID  
Attention: Tom Kirkman

Phone: (208) 234-6260  
Fax: -  
Email: [kirkman@pocatello.us](mailto:kirkman@pocatello.us)

From: Rick Cross  
Pages: 1

Subject: 2015 Pocatello Idaho Slurry Seal  
1080 S. 1st Ave  
Pocatello ID

VSS International will provide all equipment, labor, material and tools to perform the following work on the above project.

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Option # 1	Slurry Seal Type II (Equipment and Labor only)	SY	150,000	\$ 1.36	\$ 204,000.00

All work described above is based on estimated quantities and shall be a minimum, overruns to be paid at the unit price.

#### INCLUSIONS:

1 Mobilization, additional mobilizations at \$25,000  
VSS work to be applied between 8AM and 5PM weekdays  
Includes local prevailing wage rates

#### EXCLUSIONS:

Acceptance of bid/proposal accepts these exclusions regardless of requirements by owner.  
Any work not described above is specifically excluded.  
Traffic control plan, posting, notifications or test strip, Mix Design SWPPP/WPCP, permits, testing, QA-QC plan & inspection, calibration  
Bond @ .5% (\$5.00/\$1,000.00)  
Pavement repairs, crack weeding, cleaning or sealing, tree trimming  
Permanent or temporary stripe/marker - removal, replacement, protection, or referencing  
Construction area signs, portable message boards, arrow boards  
Rolling, post sweeping, adjustment of utilities/manholes of any kind

#### SPECIAL NOTES:

Materials associated with this quote **ARE NOT** based on price index fluctuations adjustments per the project specifications and will be invoiced or credited monthly and are subjects to subcontractor's payment Terms. Please call for different pricing if the opposite condition is required for your bid.

City to provide Aggregate and Aggregate Trucking FOB Job Location  
City to provide Sweeping, Water and Water Transport at Job Location  
City to provide Emulsion and Emulsion trucking FOB Job Location  
City to provide referencing with tabs for striping prior to Slurry Seal  
City to provide Traffic Control for VSS

Accepted: \_\_\_\_\_  
Contractor/Firm

By: \_\_\_\_\_  
Authorized Representative, Owner

Date: \_\_\_\_\_

VSS International is an Open Shop Contractor and will not become signatory to any labor agreements.  
Retention to be paid within 60 days of completion of our work

3785 CHANNEL DRIVE • WEST SACRAMENTO, CA 95691, USA • PHONE (916) 373-1500 • FAX NO. (916) 373-0183  
CA LICENSE NO. 293727A • NV LICENSE NO. 014802A • OR LICENSE NO. 65921  
ID LICENSE 13304-AAA-4(47) • WA LICENSE NO. VALLESS182NJ

**PAVEMENT MAINTENANCE SPECIALISTS**

**AGENDA**

**ITEM**

**NO. 15**

## MEMORANDUM

TO: Tom Kirkman, Streets Superintendent  
FROM: Rich Diehl, Deputy City Attorney   
RE: Purchase of GSB-88 1:1 + Latex from Asphalt System, Inc. (Streets Department)  
DATE: March 23, 2016

Regarding the declaration of “sole source” purchase from Asphalt System, Inc., (ASI) for the GSB, Idaho Code requires that the City Council make the declaration that we will be going “sole source” on this purchase and then the City needs to publish notice of the sole source procurement in the Idaho State Journal at least fourteen (14) days before awarding the contract. Idaho Code § 67-2808 (2) (a) (v) allows for sole source procurement where there is “no functional equivalent” and since the GSB is a trademarked product, there is no functional equivalent.

For purposes of the Council Meeting on the April 7, 2016, I would recommend that you ask the Council to declare this a “sole source” purchase (and explain to them why you need to go with sole source regarding the GSB). Once the Council has declared “sole source”, publish as soon as possible so as to be able to close the deal.

I would suggest that you include this memo with the PIAs you submit to the Council. If you have any questions, please feel free to contact me.



Street Operations  
1080 South 1<sup>st</sup> Avenue  
Pocatello, ID 83201  
(208) 234-6250  
(208) 234-6194  
Fax: (208) 478-7152

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## MEMO

TO: MAYOR BLAD AND MEMBERS OF CITY COUNCIL

FROM: TOM KIRKMAN, STREET OPERATIONS SUPERINTENDENT

RE: RECOMMENDATION FOR GSB-88 + LATEX EMULSION PURCHASE

DATE: MARCH 18, 2016

It is my recommendation that the City of Pocatello Street Operations Department be able to purchase GSB-88 (Gilsontite Sealer-Binder Rejuvenator) 1:1 + Latex Emulsion from Asphalt Systems Inc. for the 2016 paving program.

Asphalt Systems Inc. is the only company who makes this product which is a trademark material. Since it is a proprietary material and trademarked it is impractical/impossible to obtain 3 bids. The quantity requested is 132 tons for a total oil price of \$78,356.80 (F.O.B. Salt Lake City, Utah). The price is within the budgeted amount.

The Council may also wish to authorize the Mayor to sign any contract documents necessary for the purchase.



March 2, 2016

Attn: Tom Kirkman  
City of Pocatello Street Department  
Pocatello, Idaho

To whom it may concern,

This letter is to confirm that we manufacture and supply our GSB-88® sealer/binder/rejuvenator emulsion as a Sole Source pavement preservation material. Moreover, GSB-88® is a registered and trademarked product of Asphalt Systems, Inc.®, located in Salt Lake City, Utah.

If you have any further questions or concerns, please do not hesitate to contact myself at 801-972-2757, or you may also contact Rick LaBelle at 208-313-3455 for further assistance.

Sincerely,

Phil Manning – General Manager  
Asphalt Systems, Inc.  
Salt Lake City, Ut.

**Sealing Agreement #ASIRL-PC30216: City of Pocatello, ID**

Updated 3-02-16  
By Rick LaBelle  
Asphalt Systems, Inc. (ASI)

Attn: Tom Kirkman

---

Product: GSB-88@ 1:1 + Latex Emulsion  
(Gilsonite Sealer-Binder Rejuvenator; now includes Quick-Dri additive)

I. Oil Cost

\* Quantity: 132 tons = approx. 31,680 gallons

\* Application Rate: .11 gallons per sq. yd.

\* Square Yardage: 288,000 sq. yds.

\* Cost Per Gallon:

A) GSB-88@ emulsion @ 1:1 ratio:	\$2.31/gal. (5,800 gallons)
B) GSB-88@ + 1% Latex Additive:	\$2.51/gal. (25,880 gallons)

\* Total Oil Cost: \$78,356.80  
\* = \$0.27 per sq. yd.

II. Anticipated Job Dates: June 1 - 23 (6 total loads, staggered two per week)

III. Freight Cost

\* F.O.B. Salt Lake City, UT

---

3/02/16

Rick LaBelle  
Sales & Marketing  
Asphalt Systems, Inc.

Accepted by:

---

City of Pocatello

**AGENDA**

**ITEM**

**NO. 16**

# Collective Bargaining Agreement

Between the

International Association of Firefighters  
Pocatello Firefighters Local #187



And the

City Of Pocatello



for the fiscal year

October 1, 2015 to September 30, 2016

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# COLLECTIVE BARGAINING AGREEMENT

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

## **ARTICLE 1 - PURPOSE AND WARRANTY OF AUTHORITY**

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

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

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

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

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

## 11 **ARTICLE 2 - MANAGEMENT RIGHTS CLAUSE**

12 1. It is understood and agreed that the City possesses the sole right to operate the Fire  
13 Department and that all management rights repose in it, but such right must be  
14 exercised consistently with other provisions of this Contract. These rights include,  
15 but are not limited to, the following: Discipline or discharge for just cause;

16 2. Direct the work force;

17 3. Determine the objective of the Fire Department;

18 4. Determine the methods, means, number of personnel needed to carry out the Fire  
19 Department's objectives;

20 5. Introduce new or improved methods of facilities; and

21 6. To take whatever actions necessary to carry out the objective of the Fire Department

22 in situations of emergency.

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

5 **ARTICLE 3 - UNION RECOGNITION**

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

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

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

20 **Section B.** In the event that during the term of this Agreement the provisions of Idaho  
21 Code Sections 44-2001, et seq., are modified legislatively, judicially, or otherwise so as to allow  
Collective Bargaining Agreement, approved by Council on April 7, 2016 : Page 5

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

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

## 9 **ARTICLE 5 - UNION BUSINESS**

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

## 19 **ARTICLE 6 - DISCRIMINATION**

20 **Section A.** The City and the Union agree to provide equal opportunity to all employees  
21 and applicants for employment without regard to race, color, religion, gender, sexual orientation,  
Collective Bargaining Agreement, approved by Council on April 7, 2016 : Page 6

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

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

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

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

1 **ARTICLE 7 - NO STRIKE**

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

5 **ARTICLE 8 - REGULAR WORK WEEK**

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

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

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

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

1 **ARTICLE 9 - BASE PAY**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

14                    Any firefighters called in should work at the position of their rank, if possible.  
15                    Any firefighter assigned to a lower rank shall be paid at the rate applicable to his/her own level.  
16                    Driver/Operators and Firefighters will not be qualified for WOOC pay until certifying with the  
17                    Department's Step up certification program as agreed upon between the Fire Chief and the  
18                    Union. If it is necessary to temporarily transfer an officer into a regular crew, that officer shall  
19                    not be placed in a position which he/she has not qualified for in the past under Article 22 of the  
20                    Firefighters Collective Bargaining Agreement, except as specified below. Such temporary  
21                    assignment shall not be for a period of more than ninety (90) days without the mutual agreement  
22                    to such assignment of the Union.

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

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

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

1 ARTICLE 14 - CLOTHING ALLOWANCE

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

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

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

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

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



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

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

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

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

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

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

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

11 Formula for Calculation of Amount:

12 Base pay + Longevity x 26 = annual salary.

13 Shift employees: Annual salary/2912 = hourly rate

14 Day employees: Annual salary/2080 = hourly rate

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

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

17 40% of balance x hourly pay =

18 Total \_\_\_\_\_ x 1.0765 =

19 AMOUNT DUE = \$

20

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

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

### 3 **ARTICLE 18 - MEDICAL COVERAGE PROGRAM- October 2015-**

4 **September 30, 2016**

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

- 7 94.0% for employee only
- 8 92.0% for employee plus one
- 9 90.0% for employee plus family

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 **ARTICLE 20 - STAFFING POLICY**

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

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

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

15 **ARTICLE 21 - SHIFT CHANGE**

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



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

7 c. Fifteen (15) Driver Operators.

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

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

- 13 A. Written examination .....100 points (approximately)
- 14 B. Staff interview .....50 points
- 15 C. Assessment Lab..... 475 points (approximately)
- 16 D. Department Seniority.....1 point for each complete year of service as  
17 of the test date.

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

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

BATTALIAN CHIEF

Any employee in the classified Service who has twelve (12) years of classified service.

1        **Section C.** ELIGIBLE REGISTER:

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

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

1 same time. Only those applicants that participate in all parts of the promotional exam  
2 will be eligible for promotion.

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

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

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

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

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

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

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

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

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

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

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

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

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

12 (h) Communication between applicants shall be prohibited.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13           **Section G.** REDUCTION IN RANK

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

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

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

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

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

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

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

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

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

15  
16 **Section I.** TEMPORARY APPOINTMENTS

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

20 **Section J.** WORK ASSIGNMENT



1 **ARTICLE 24 - LAYOFF AND RECALL**

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

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



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

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

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

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

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

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

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

6 1. The party demanding arbitration shall file their demand and copy the opposing party  
7 within sixty (60) calendar days from the date the grievance was referred to the Mayor.  
8 The failure to file the demand for arbitration within sixty (60) calendar day period  
9 shall be deemed a waiver of the right of such party to demand arbitration of the issue  
10 in dispute.

11 2. The party requesting arbitration will request from the American Arbitration  
12 Association, a panel of 5 arbitrators who are members of the National Academy of  
13 Arbitrators. Both parties shall prepare and agree on written questions outlining the  
14 issues to be addressed by the arbitrator.

15 3. Either party may reject the entire panel of arbitrators and request a new panel from  
16 the A.A.A., to be selected in accordance with number 2 above. No more than two  
17 panels may be so rejected.

18 4. A flip of the coin will determine the right to strike the first two names from the  
19 five-person panel. The other party will then have the right to strike an additional two  
20 names. The fifth remaining person will then be the arbitrator. This selection process  
21 must be accomplished within 5 days of receipt of the panel from the A.A.A.



1 **ARTICLE 28 - HEALTH AND SAFETY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

## 8 **ARTICLE 32- SOCIAL SECURITY REPLACEMENT**

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

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

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

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

19

20                   **ARTICLE 33- REASONABLE SUSPICION OF DRUG AND**  
21                   **ALOCOHOL TESTING**

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

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

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

- 9 2. The Employer shall not utilize any form of random testing unless specifically  
10 required by Federal Law. When random testing is required, the Employer shall only  
11 administer random testing to those workers specifically subject to random testing as  
12 required by Federal Law (narrowly defined). No other bargaining unit workers shall  
13 be subjected to random testing of any form and under any circumstances.
- 14 3. Any matters related to this alcohol and drug-testing policy shall be subject to the  
15 grievance and arbitration procedures of this Collective Bargaining Agreement.

### 16 **ARTICLE 34-SAVING CLAUSE**

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

1 **ARTICLE 35-TERMS OF AGREEMENT**

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

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

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

16 **ARTICLE 36- PROCEDURAL AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 14. RATIFICATION EFFORT: Once a comprehensive settlement has been reached by  
2 the negotiating teams, each negotiating team agrees to make a good faith effort to  
3 obtain ratification of the tentative agreement by the party it represents.

4 15. STALEMATE RESOLUTION (PRELIMINARY IMPASSE): The parties will  
5 comply with Idaho Code §44-1805 which requires the parties to go to Fact Finding if  
6 an agreement is not reached within thirty (30) days from the date of the initial  
7 bargaining session. Nothing shall prohibit the parties from continuing negotiations  
8 before, during, and after the Fact Finding hearing.

9 16. EXCEPTION BY MUTUAL AGREEMENT: The contents of this agreement shall  
10 serve to guide contract negotiations between the signatory parties unless mutual  
11 consent is given to deviate from its terms.

12 ////

**SCHEDULE A (BI-WEEKLY BASE PAY) \***

<b>CLASSIFICATION</b>	<b>PAY GRADE</b>	<b>Bi-weekly Base Pay FY2016</b>
Secretary - Fire (Admin. IV)	15X	\$1605.10
Emergency Medical Admin. Asst. (Admin. VI.)	17X	\$1741.26
Emergency Vehicle Technician	20X	\$2041.37
Community Relations/Education Specialist	20X	\$2041.37
Assistant to the Fire Chief	19X	\$1941.33
Fire Inspector	19X	\$1941.33
Office Manager	21X	\$2141.50
Probationary Firefighter	14F	\$1533.84
2nd Class Firefighter	16F	\$1686.70
1st Class Firefighter	18F	\$1852.90
Driver Operator	20F	\$2037.22
Firefighter Paramedic	22F	\$2234.63
Captain (40-Hour)	24X	\$2450.51
Captain (56-Hour)	24F	\$2450.40
Battalion Chief (56-Hour)	28F	\$2881.16

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\* Effective first pay period of FY 2016  
Collective Bargaining Agreement, approved by Council on April 7, 2016 : Page 52



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**SCHEDULE C (VACATION)**

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



1 **SCHEDULE E (BARGAINING UNIT)**

2 The bargaining unit shall include the following employees:

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

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

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

2 **PARAMEDIC STEP PAY**

3 **\$2,234.63**

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

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\* Effective first pay period of FY 2016

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

5 FOR THE UNION:

6  
7

8  
9 \_\_\_\_\_  
10 Ryan O’Hearn, President Local -187

\_\_\_\_\_   
Andy Moldenhauer, Vice President

11  
12

13 FOR THE CITY OF POCA TELLO:

14  
15  
16  
17

18 \_\_\_\_\_  
19 Brian C. Blad, Mayor

20  
21

22 ATTEST:

23  
24  
25  
26

27 \_\_\_\_\_  
28 RUTH E. WHITWORTH, City Clerk

**AGENDA**

**ITEM**

**NO. 17**



**ANDERSON, JULIAN & HULL LLP**

Attorneys and Counselors at Law

Robert A. Anderson  
Brian K. Julian  
Alan K. Hull  
Chris H. Hansen  
Phillip J. Collaer  
Michael P. Stefanic  
Amy G. White  
Mark D. Sebastian  
Matthew O. Pappas

Rachael M. O'Bar  
Robert A. Mills  
Bret A. Walther  
Yvonne A. Dunbar  
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With Attorneys Licensed to Practice in  
ID, CO, MT, OR, UT, and WA

Wes L. Scrivner, of Counsel

March 21, 2016

Kim G. Smith, SPHR, SHRM-SCP, IPMA-CP  
Director of Human Resources  
City of Pocatello  
Pocatello, Idaho

RE: Engagement Agreement

Dear Kim:

Thank you for selecting Andersen Julian & Hull, LLP ("AJH") for the purchase of legal services. Whenever we begin a new relationship with a client, we believe it is in everyone's best interest to set out, in writing, the nature and substance of our relationship. This letter comprises our engagement agreement pursuant to terms set out below. Accordingly, please review it carefully and contact us promptly if you have any questions about this agreement or our relationship.

We understand that we will be representing you in the negotiations associated with entering into collective bargaining agreements with both the City's Fire and Police Departments. Our representation includes, without limitation, reviewing and recommending changes to existing agreements, drafting of proposals and contractual language, representing your interests in communicating and negotiating with the designated respective union representatives and any associated entity or individual who may have an interest in the negotiations and assisting the City, if requested, at any mediation, arbitration or fact finding proceedings related to the identified negotiations. It is not anticipated that our representation will include litigation, either on behalf of or in defense of the City. In the event that you request our participation in any litigation on behalf of the City a separate agreement will be entered into setting out the scope of any such representation. Our current representation is based, in part, on your assurance that you have not retained another attorney to represent you as part of the negotiations

March 21, 2016

Page 2

with the above referenced Unions except for legal counsel employed as part of the City of Pocatello's in-house legal department. Our firm and the City's legal department will serve as co-counsel and will, at each entity's discretion make decisions on what aspects of the required representation will be handled by each entity. In turn, we agree to competently and diligently represent you in this engagement, notify you promptly of significant developments, and consult you in advance about any significant decisions attendant to those developments.

You, as the client, will be charged for the time associated with all attorney activities including, but not limited to, attorney communications, including telephone calls and email communication, research, negotiation sessions, drafting, document review, and any and all other activities required of your representation, at the hourly rate set out below. Our fees are based on the hourly rate of those expending time on your behalf. The hourly rate of the attorneys and staff of AJH is as follows:

Attorneys:

Partners, Senior Counsel, and Of Counsel members of AJH: \$225.00 per hour.

AJH Associates: \$175.00 per hour

AJH Paralegals: \$115.00 per hour

Attorney Scott W. Marotz will be the primary assisting attorney on this matter. His hourly rate is \$225.00 hour. All additional attorney and paralegal time will be charged based upon the above schedule. AJH periodically reviews staffing decisions for cases and other attorneys may be assigned to your case as determined by AJH. Each attorney providing services will be billed according to the above schedule. AJH's rates are adjusted periodically. We agree to provide you thirty days' notice of any change to the fee schedule set out herein. Given the potentially complex nature of the legal matters in which you are involved, additional consultants including financial experts and specialized attorneys may be retained to assist in your representation in this matter. The billable rate charged by those individuals or entities will be billed directly to you as a cost. Your execution of this engagement agreement constitutes consent for AJH to retain any such consultant(s) in its sole discretion upon notice of doing so given to the City.

Professional fees, costs, and expenses will be billed to you monthly. Costs are charges associated with items or services provided through our office, including

March 21, 2016

Page 3

the retention of any consultant as referenced above. For example, mileage, travel expenses, photocopies, long distance telephone charges, telecopier charges, and postage. Expenses are charges billed to AJH by outside vendors or individuals. For example, deposition charges, expert witness fees, computerized legal research, court costs, and special delivery services. We will pay for the costs and expenses associated with your representation with the exception of expenses exceeding \$1,500.00. For those expenses, we will forward the outside vendor's invoice to you and ask that you pay that vendor directly. All other costs and expenses will be reflected on your monthly invoice.

Our invoices identify the services performed, the persons rendering the services, and the costs and expenses incurred. All invoices will be provided at the beginning of each month and will be paid within twenty (20) days of your receipt of the invoice. In the event that any invoice is not paid as required, AJH reserves the right, consistent with applicable ethical requirements, to cease performing any further legal services, until a satisfactory payment arrangement with you has been established.

A 1.5% finance charge per month will be assessed on all amounts over thirty (30) days past due. In the unlikely event that we are required to institute legal proceedings to collect fees and costs owed by you, we shall be entitled to a reasonable attorney's fee and other costs of collection. Moreover, consistent with Idaho law, we shall be entitled to retain the files involving this matter until any outstanding invoices are satisfied in full. In the unlikely event that you wish to make a claim against our Firm or any lawyer in AJH for malpractice or similar claims, you agree to submit such claims to binding arbitration in Boise, Idaho, in accordance with the rules of the American Arbitration Association or similar organization. Naturally, we do not expect that any of the provisions of this paragraph will have to be applied to you, and we look forward to a wholly amicable relationship.

Either you or AJH may terminate our representation if the terms of this agreement are not honored, or for any other reason. If that happens, you agree promptly to pay AJH all previously incurred fees, costs, and expenses.

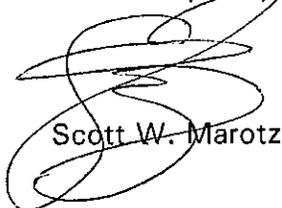
It is our policy to retain client files for a period of three (3) years after the end of the matter. At the end of that time, we will destroy the files. If you would like any documents or materials returned to you, you may request them at the close of your matter.

Please acknowledge receipt of this letter, your agreement to the scope of the legal services to be provided by our Firm, and your understanding of our Firm's

billing practices and policies, by signing and dating this letter where indicated below, and returning the original, executed copy of this letter to Scott Marotz. In the event that AJH has not received the retainer or alternative arrangements are made within 10 days of the date of this letter, AJH's representation of you will automatically cease without any further notice to you.

We are delighted to welcome you as a client and recognize the trust you place in us in retaining our services. We will do everything we can to provide you with prompt, high quality legal counsel. It is important for us to know how our clients feel about the services we provide. If you ever feel that we are not meeting this commitment or you have other questions about our relationship, please call me personally. We look forward to serving you.

Yours very truly,



Scott W. Marotz

SWM/cjf

ACKNOWLEDGED AND AGREED TO:

DATED: \_\_\_\_\_

\_\_\_\_\_  
CLIENT

**AGENDA**

**ITEM**

**NO. 18**

**MEMORANDUM**

TO: Brian C. Blad, Mayor; Members of the City Council  
FROM: Rich Diehl, Deputy City Attorney  
RE: Intergovernmental Agreement with Bannock County – Ambulance Service  
DATE: March 28, 2016

I have reviewed the above-referenced Agreement and it meets with my approval for the Mayor's signature once so authorized by the Council. This is similar to prior agreements the City of Pocatello has entered with Bannock Count.

There is some additional language in this Agreement not in prior agreements; but, I have been informed that Chief Gates funds this acceptable. The additional language relates to seeking authorization from the County Commissioners for expenditures in excess of the approved budget.

If you have any questions, please feel free to contact me.

**INTERGOVERNMENTAL AGREEMENT  
BANNOCK COUNTY AMBULANCE SERVICE**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Bannock County Ambulance Service District, a taxing district created under the general laws of the State of Idaho, hereinafter referred to as "District," and the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as "City," pursuant to the authority granted by Idaho Code Sections 67-2328 and 67-2332.

WITNESSETH:

WHEREAS, the Board of County Commissioners of Bannock County has adopted a resolution creating an Ambulance Service District within Bannock County; and

WHEREAS, the City and the District have entered into Intergovernmental Agreements whereby the City provides ambulance service for residents of the District; and

WHEREAS, the City and the District desire that the current Agreement be renewed;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. The duration of this agreement shall be one year from the date first written above, unless sooner terminated for non-performance or as otherwise provided in Section 13 herein.

This agreement will have an option for renewal on a yearly basis by agreement and signing of the parties. Either party shall notify the other party in writing at least sixty (60) days prior to the contract term of its desire to terminate this agreement or intent not to renew.

2. The purpose for this agreement is to have the City of Pocatello provide necessary and ordinary ambulance service for the Bannock County Ambulance Service District, under the direction of the Board of County Commissioners.

3. The scope of service to be provided to the District by the City of Pocatello shall be as follows:
  - a) The Operation at the Current service level including: three (3) Advanced Life Support Ambulance and three (3) Reserve Ambulances, when available, stationed in the City; as well as three (3) Basic Life Support (or greater) Ambulances Staffed by the City of Lava Hot Springs, City of Downey, and City of Inkom. It will be the responsibility of the City of Lava Hot Springs, the City of Downey and the City of Inkom to staff their respective volunteer ambulance services. Any changes in this Service Level shall be approved by the Board of County Commissioners only and in accordance with all applicable Idaho Laws, including Open Meeting Laws.
  - b) Provision of adequate numbers of trained personnel, properly certified by the State of Idaho as either Paramedics or Emergency Medical Technicians, to operate said ambulances 24 hours per day, 7 days per week.
  - c) Provision of the following administrative services: maintenance of vehicles and equipment, storage of supplies, record keeping, debt collection, and compensation and supervision of personnel.
  - d) Day-to-day determination of operation priorities and needs.
4. The acquisition of vehicles, equipment and supplies under this agreement shall be the duty of the City. The Fire Chief, or their designee, may make necessary expenditures for the daily operation of the Ambulance Service as long as such expenditures stay within the approved budget. The records for all expenditures for Ambulance Service will be made available for inspection upon request from the governing board of the District. At no

time shall the City incur any expenses outside of the approved budget. The Fire Chief, or their designee, shall seek the written approval of the Board of County Commissioners, acting as the governing board of the Bannock County Ambulance District, for expenditures in excess of the approved budget. All capital items, items in excess of \$20,000, will be purchased from the County's reserve fund and titled and insured through the County. Such expenditures shall have the prior approval of the Board of County Commissioners.

5. The manner of financing this joint undertaking shall be as follows:
  - a) The City of Pocatello Ambulance Department shall prepare a preliminary budget for ambulance service and submitted as soon as practical, but no later than May 31<sup>st</sup> of each year of this agreement. The City and the County agree to maintain close communication and finalize an agreed budget estimate no later than July 15<sup>th</sup> of each year. The budget estimate shall be sufficient to cover all direct operating costs for ambulance service to include:
    - 1) The County agrees to pay One-third (1/3) of personnel costs of command and support staff that directly contribute to the response, operations, and administration of EMS Services.
    - 2) Indirect administrative expenses (finance & personnel administration) in accord with the City's indirect cost allocation model, not to exceed 1.5% of the total ambulance budget.
    - 3) Retirement sick leave and vacation payoffs for projected ambulance personnel that are retiring.
    - 4) Contributions of .75% of wages toward the city's retirement payoff

savings fund, provided that any accumulated contributions be used to partially offset retirement payoff costs.

- 5) The City shall bill the Ambulance Service District for one-twelfth (1/12) of the agreed total of the estimated yearly budget at the beginning of each month and the Ambulance Service District shall pay the bill in accordance with Bannock County's normal accounting cycle.
  - b. In no event will the City of Pocatello be required to absorb direct costs of operating the ambulance district. If it is anticipated that costs will exceed the approved budget, the Fire Chief, or their designee, shall seek approval of the Board of County Commissioners. If it is determined that additional monies are necessary and that reserves and revenues are not sufficient, then the Ambulance District will raise revenues to finance the costs or adopt a reduced service level for which existing revenue will cover the costs.
  - c. Upon approval of the budget, the Board of Commissioners shall certify the authorized ad valorem tax levy and shall establish by resolution the needed user fees.
  - d. In conjunction with the final budget planning due by July 15<sup>th</sup>, the parties agree to conference and coordinate on any projected need to reopen the existing budget in light of unanticipated expenses (i.e. overtime transfer runs) provided that unanticipated revenue (i.e. fees from such overtime transfer runs) are sufficient to legally allow it.
6. The District, through its governing board, may audit this Agreement annually or more often if the governing board so directs, and the City of Pocatello shall cooperate fully

therein.

7. This is an Agreement primarily for services. The parties recognize that initially, the City conveyed its service vehicles, equipment and supplies to the Ambulance District. Upon termination of this Agreement, in recognition of the origin of said vehicles, equipment, and supplies, and in consideration of the proportion of Pocatello taxpayers to non-Pocatello taxpayers within the District, the City, at its option, may receive from the District 70% of the depreciated value of the vehicles, equipment, and supplies in service as of October 1, 1987. All other vehicles, equipment, and supplies in service shall remain the property of the District, unless the District is dissolved, in which case said other vehicles, equipment, and supplies in service shall be the property of the County.
8. Pursuant to Idaho Code 31-3908(3), the Board of Bannock County Commissioners is the governing board of the Bannock County Ambulance District, and as such, shall determine the manner in which said service shall be operated, subject to this Agreement. The Fire Chief, or their designee, shall serve as a representative of the Board to the City and the ambulance personnel of the District. The Fire Chief, or their designee, shall be selected in accordance with the applicable Civil Service Rules of the Pocatello Fire Department. The Fire Chief, or their designee, must work in good faith with the governing board and cooperate with the governing board and its advisory board if the governing board has appointed such advisory board. The Fire Chief, or their designee, or an appropriate designee Chief, shall report to the Governing Board of the District (County Commissioners). The Commissioners and the City shall meet at least quarterly to discuss issues and direction of the service agreement, or as often as necessary. These quarterly meetings may be combined or waived if found unnecessary.

9. The Ambulance District shall obtain and maintain business auto liability insurance in the minimum amount of \$500,000 combined single limit, covering the ambulance vehicles throughout the term of this Agreement. Medical malpractice insurance for ambulance personnel shall be the responsibility of the City of Pocatello. Furthermore, the Ambulance Service District hereby agrees to indemnify the City of Pocatello, its officers, agents, and employees from any and all loss or damage the City may suffer as a result of claims, demands, costs, or judgments against it arising out of operations to be carried out pursuant to this Intergovernmental Agreement.
10. The City of Pocatello, as employer of the personnel providing and coordinating emergency medical services pursuant to this Agreement, shall acquire and maintain Workers' Compensation Insurance for all such personnel, as required in Chapter 72 of Idaho Code. Additionally, where applicable, the Ambulance District shall pay the employers' portion of the Fireman's Retirement Fund and Idaho Public Employees Retirement System fund assessments for such personnel.
11. Pursuant to Idaho Code Section 31-3906, the Board of County Commissioners as governing board of the District, may enter into agreements with adjacent counties and with the Shoshone-Bannock Tribes, under such terms and conditions as it deems appropriate, to provide ambulance service for such counties, the Fort Hall Indian Reservation, or portion thereof. If the Board of County Commissioners enters into such agreements, then either the Ambulance District or the other party with whom the Board of County Commissioners has entered into such an agreement shall pay any additional costs.
12. The governing board of the District agrees to maintain the scope of service herein, and

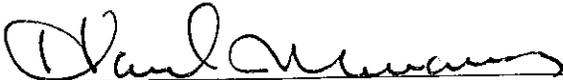
shall not reduce that scope through exercise of its authority to annex or de-annex land from the Ambulance Service District during the term of this Agreement.

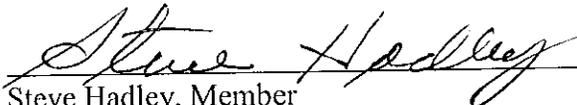
13. This Agreement shall terminate as set forth herein. If either party fails to fulfill a material term of this Agreement, the other party shall so notify the breaching party in writing. If the breaching party does not rectify the material breach within thirty (30) days of having received written notice, the non-breaching party shall have the option of continuing to perform pursuant to this Agreement, or of terminating performance and seeking damages. Nothing herein shall prevent either party from denying that a material breach has occurred or from defending against any action for damages. Furthermore, this Agreement shall terminate in the event the governing board dissolves the District pursuant to Idaho Code Section 31-3908(1)(f).

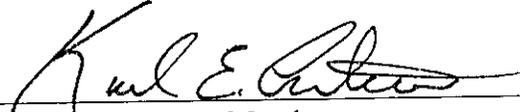
14. If any section, paragraph, clause, or phrase of this Agreement should be held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining provisions of this Agreement, if such provisions can be construed and implemented independently of those held invalid.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

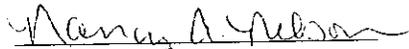
BOARD OF BANNOCK COUNTY COMMISSIONERS  
Governing board of Bannock County Ambulance District

  
Howard Manwaring, Chairman

  
Steve Hadley, Member

  
Karl E. Anderson, Member

ATTEST:

  
Deputy Clerk

CITY OF POCA TELLO, a municipal corporation of Idaho

\_\_\_\_\_  
Brian Blad, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**AGENDA**

**ITEM**

**NO. 19**

SUMMARY OF  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, AMENDING SECTIONS OF CHAPTER 15.20 "SIGN CODE" OF THE REVISED AND COMPILED ORDINANCES OF THE CITY OF POCATELLO; AND MORE PARTICULARLY, REMOVING THE DEFINITIONS FOR "GOVERNMENT AGENCY" AND "GOVERNMENT FACILITY" FROM SECTION 15.20.030 "DEFINITIONS"; AND AMENDING SUBSECTION 15.20.240(B)(8)(b) OF "OFF PREMISES/BILLBOARD SIGNS", PROVIDING THAT ALL OTHER SECTIONS OF CHAPTER 15.20 NOT HEREIN AMENDED SHALL REMAIN IN FULL FORCE AND EFFECT; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW, THE RULE REQUIRING THAT AN ORDINANCE BE READ ON THREE SEPARATE OCCASIONS HAVING BEEN DISPENSED WITH.

The full text of this Ordinance is available at the City Clerk's Office, Pocatello Municipal Building, 911 North 7th, Pocatello, Idaho.

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THE FOREGOING SUMMARY IS APPROVED for publication this 7<sup>th</sup> day of April, 2016 by the City Council of the City of Pocatello.

CITY OF POCATELLO, a municipal corporation of Idaho

\_\_\_\_\_  
BRIAN C. BLAD, Mayor

ATTEST:

\_\_\_\_\_  
RUTH E. WHITWORTH, City Clerk

\*\*\*\*\*

I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. \_\_\_\_\_ and that the summary provides adequate notice to the public of the contents of this ordinance.

DATED this \_\_\_\_\_ day of April, 2016.

\_\_\_\_\_  
A. DEAN TRANMER, City Attorney

PUBLISH:

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

AN ORDINANCE OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, AMENDING SECTIONS OF CHAPTER 15.20 "SIGN CODE" OF THE REVISED AND COMPILED ORDINANCES OF THE CITY OF POCATELLO; AND MORE PARTICULARLY, REMOVING THE DEFINITIONS FOR "GOVERNMENT AGENCY" AND "GOVERNMENT FACILITY" FROM SECTION 15.20.030 "DEFINITIONS"; AND AMENDING SUBSECTION 15.20.240(B)(8)(b) OF "OFF PREMISES/BILLBOARD SIGNS", PROVIDING THAT ALL OTHER SECTIONS OF CHAPTER 15.20 NOT HEREIN AMENDED SHALL REMAIN IN FULL FORCE AND EFFECT; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW, THE RULE REQUIRING THAT AN ORDINANCE BE READ ON THREE SEPARATE OCCASIONS HAVING BEEN DISPENSED WITH.

WHEREAS, City Planning and Development Services staff received an inquiry as to why there is a separation between an Off Premise Sign and a Government Facility within Subsection 15.20.240(B)(8)(b) with the adoption of the 2015 revisions to Pocatello Municipal Code (PMC) under Ordinance No. 2958; and

WHEREAS, Staff conducted a review of said subsection of the PMC and compared that language to that contained in the Idaho State Code. Research indicated no such requirement within the State Code and therefore Staff recommended modification to subsection 15.20.240(B)(8)(b) and the removal of the definitions for "government agency" and "government facility" as said definitions are no longer applicable to Chapter 15.20; and

WHEREAS, the City Planning and Zoning Commission held a Public Hearing on February 24, 2016 at which said Commission, City staff, and area licensed sign contractors and others from the public discussed potential amendments to PMC Chapter 15.20; and

WHEREAS, the City Council held a Public Hearing on March 17, 2016 at which City Staff presented the proposed amendments to PMC Chapter 15.20 and recommend the City Council adopt the proposed changes. One member of the public testified against the proposed amendments; and

WHEREAS, the City Council has determined that the requested changes are reasonable and in the best interest of the citizens of the City of Pocatello;

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

*Section 1: That the definitions "government agency" and "government facility" contained within Section 15.20.030 "Definitions" of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby removed.*

*Section 2: That a portion of Section 15.20.240(B) "Off Premises/Billboard Signs" of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby amended to read as follows:*

\*\*\*

8. Spacing:

b. In no case shall off premises signs be located closer than two hundred fifty feet (250') to a residential zoning district, residential-commercial-professional zoning district, designated historic district, park, school, church, or cemetery, ~~or government facility~~, measured in any direction from said signs.

\*\*\*

*Section 3: That all other Sections of Chapter 15.20 not herein amended shall remain in full force and effect.*

BE IT FURTHER ORDAINED that this ordinance shall be in full force and effect from and after its passage, approval, and publication according to law, the rule requiring that an ordinance be read on three separate occasions having been dispensed with.

PASSED AND APPROVED this 7<sup>th</sup> day of April, 2016.

CITY OF POCATELLO, a municipal  
corporation of Idaho

\_\_\_\_\_  
BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk