

CITY OF POCATELLO CITY COUNCIL MEETING AGENDA

April 21, 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 Pastor Jeff Fadness, Calvary Chapel of Pocatello.

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 Clarification and Regular Council meetings of April 7, 2016.

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

(c) POCATELLO DEVELOPMENT AUTHORITY REAPPOINTMENTS: Council may wish to confirm the Mayor's reappointments of Steve Brown and Chad Carr to continue their service as members of the Pocatello Development Authority. Both terms will begin May 1, 2016 and will expire May 1, 2020.

(d) 2016 PUBLIC AUCTION AGREEMENT—PRIME TIME AUCTIONS, INC.: Council may wish to approve the Mayor to sign an Agreement with Prime Time Auctions, Inc. to conduct the 2016 Public Auction for the City of Pocatello to be held on May 14, 2016. Prime Time will receive a buyer's premium and a \$695.00 reimbursement for advertising the auction. The funds for this auction expense are paid from the auction proceeds.

(e) USE AGREEMENT—POCATELLO PEDALFEST: Council may wish to consider a Use Agreement, subject to Legal Department review, with Corey Wight, dba Pocatello Pedal Fest for use of a portion of the City Creek Management Area for the event. The trail race will be held on June 11, 2016 with course set up on June 10, 2016. Mr. Wight will be charged \$50.00 for the use, will be responsible for set up and cleaning of the area after the event, any damages and any additional costs incurred by the City as a result of the event, and will be required to provide liability insurance, naming the City as an additional insured. The agreement is similar to previous agreements for this event.

(f) USE AGREEMENT—SCOUT MOUNTAIN ULTRA TRAIL RUN: Council may wish to consider a Use Agreement, subject to Legal Department review, with Luke Nelson, dba Scout Mountain Ultra Trail Run for use of a portion of the City Creek Management Area for the event. The trail race will be held June 4, 2016 with course set up on June 3, 2016. Mr. Nelson will be charged \$50.00 for the use, will be responsible for set up and cleaning of the area after the event, any damages and any additional costs incurred by the City as a result of the event, and will be required to provide liability insurance, naming the City as an additional insured. The agreement is similar to previous agreements for this event.

(g) RESOLUTION—AMENDING THE ANIMAL SHELTER ADVISORY COMMITTEE RESOLUTION: Council may wish to consider approving a Resolution amending the quorum requirements within the Animal Shelter Advisory Committee requirements. The previous Resolution inaccurately stated the number of members needed to constitute a quorum. The amendment is reflected in the revised Resolution for clarification purposes.

(h) RESOLUTION—AMENDING THE HUMAN RELATIONS ADVISORY COMMITTEE RESOLUTION: Council may wish to consider approving a Resolution amending the number of members appointed to the Human Relations Advisory Committee. The previous Resolution stated the Committee was comprised of 15 members when in fact it is comprised of 10 members. This amendment is reflected in the revised Resolution as well as other minor clarification changes.

(i) RESOLUTION—HUMAN RESOURCES CONSULTANT AMENDMENT: Council may wish to consider approving a Resolution amending Resolution 1983-17 to select the City's Human Resources Consultant as the ICMA Retirement Corporation Coordinator to receive necessary reports, notices, etc. from the Plan, among other duties. The previous Coordinator was the City Clerk-Treasurer; this combined position no longer exists within the City.

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. SHORT PLAT—CHEYENNE GATE

Intermountain Gas Company (mailing address: 555 South Cole Road, Boise, ID 83709) and David Klatt, surveyor, (mailing address: 12608 North Hawthorne Road, Pocatello, ID 83202) has submitted an application to subdivide approximately 2.0 acres into 3 lots located on Cheyenne Street at the Portneuf River.

The Planning and Zoning Commission, at their meeting on April 13, 2016 recommended approval of the request with staff conditions.

(Pertinent information attached.)

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

7. "COUNCIL SELECT" FUNDING REQUEST—IDAHO FIELD OF HEROES MEMORIAL

Idaho Field of Heroes Memorial, represented by Susan Thurm and/or Melissa Hartman, (mailing address: 210 East Center, Pocatello, ID 83201) is requesting that "Council Select" funds in the amount of \$250.00 be used to help pay for the rental of portable toilets in connection with the Idaho Field of Heroes Memorial event. The event will be held at Century High School May 23 through 31, 2016. (As of April 15, 2016 \$4,650.00 remains in the "Council Select" fund.)

(Pertinent information attached.)

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

8. BEER/WINE PERMIT APPLICATION—PEDAL FEST EVENT

Council may wish to consider granting a beer/wine permit to Corey Wight (mailing address: 405 South 7th Avenue, Pocatello, ID 83201) at Centennial Park on June 11, 2016 from 11:00 a.m. to 8:00 p.m. Mr. Wight has submitted an application to the City to allow the consumption of beer and wine at the park in conjunction with the Pedal Fest bike race event at City Creek recreation area. Approval by Council is necessary since Centennial Park is not specifically identified in City Code 12.36.060 where the consumption of such beverages is allowed.

(Pertinent information attached.)

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

9. DECLARATION OF SURPLUS PROPERTY—2016 CITY AUCTION

Council may wish to declare items identified as surplus property to be sold at the City's Annual Auction on May 14, 2016. City departments submitted lists of items that they considered surplus and these were reviewed by other departments. The items to be considered as surplus are not needed by any other departments within the City.

(Pertinent information attached.)

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

10. GROUNDWATER MONITORING SERVICES—POCATELLO CREEK LANDFILL

Council may wish to approve a one-year contract with CH2M HILL in an amount not to exceed \$9,912.00 to provide groundwater monitoring services at the Pocatello Creek Landfill and authorize Mayor Blad to sign necessary documents related to the contract.

The next monitoring event is scheduled for May 2016. Funds for the contract are available in the Sanitation Department's Fiscal Year 2016 budget.

(Pertinent information attached.)

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

11. USE AGREEMENT—IDAHO SELECT BASEBALL

Council may wish to consider an agreement with Brandon Taggart, d/b/a Idaho Select Baseball (ISB), to use City baseball fields for a baseball league to be held April 1, 2016 through August 31, 2016. ISB will be required to pay rental fees for the fields, any additional sanitation charges and any additional portable restroom service charges. ISB will also be required to provide insurance naming the City as an additional insured.

(Pertinent information attached.)

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

12. FORE GOLF CONCESSION AGREEMENT—NOP PARK

Council may wish to consider approving an agreement with FORE Golf, Inc. to operate concessions in the Softball and Baseball Complex areas at NOP Park starting May 1, 2016 through October 31, 2016, providing concessions for games played during both league play and for any tournaments.

The City will receive 25% of the net profits from concessions sold at each park, and FORE Golf, Inc. shall provide liability insurance naming the City as an additional insured.

(Pertinent information attached.)

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

13. HALLIWELL PARK LICENSE AGREEMENT—GATE CITY GRAYS

Council may wish to consider approving a License Agreement for the 2016 baseball season with Gate City Grays Baseball for use of Halliwell Park's Bill Derham Memorial Field from May 1, 2016 through August 31, 2016 for scheduled baseball games and practices, subject to Legal Department review. The agreement provides for waiving the electricity (light consumption) fees and the alcohol beverage license fee for the 2016 season. Grays Baseball shall provide the required liability insurance, naming the City as an additional insured. They will also be responsible for field maintenance, cleaning the facilities and any damage resulting from their use.

Council may also wish to consider allowing the consumption of beer/wine during the Gate City Grays Baseball games, since Bill Derham Memorial Field is not specifically identified in City Code 12.36.060 as a park where consumption of such beverages is allowed.

(Pertinent information attached.)

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

14. USE AGREEMENT—AZTEC SOCCER LEAGUE

Council may wish to approve a Use Agreement with Aztec Soccer League for use of OK Ward Park on Sundays between 9:00 a.m. and 2:00 p.m. during the months of May through August, 2016 for adult soccer games, subject to Legal Department review. Aztec Soccer League will be responsible for any damages incurred by their use, pay applicable fees, and provide liability insurance, naming the City as an additional insured.

(Pertinent information attached.)

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

15. RATIFICATION OF IFFT GRANT APPLICATION—NEIGHBORWORKS

Council may wish to ratify a NeighborWorks Pocatello grant application for an Ifft Grant in the amount of \$8,842.00 to provide for new and replacement trees at Caldwell Park, and if awarded, authorize the Mayor's signature, subject to Legal Department review, on documents related to the grant. No matching funds are required. However, Parks Division staff will plant the trees if awarded.

(Pertinent information attached.)

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

16. USE AGREEMENT—SPECIAL OLYMPICS OF IDAHO

Council may wish to consider approving a Use Agreement with Gate City Special Olympics for exclusive use of the Community Recreation Center (CRC) swimming pool on Fridays starting April 22, 2016 through June 3, 2016 from 7:00 p.m. to 8:00 p.m. The group will use the pool to train their Special Olympic athletes. The City entered into a similar agreement with Gate City Special Olympics in 2014.

(Pertinent information attached.)

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

17. ZOO ENTRANCE ADA PATHWAY CONTRACT—KERSHAW CURB AND GUTTER, LLC

Council may wish to approve the Mayor's signature on a Professional Services Contract with Kershaw Curb and Gutter, LLC in the amount of \$11,996.00 to construct ADA pathways for the Zoo Idaho Entrance Capital Improvement Project. The pathways are scheduled to be completed by May 30, 2016 and funds are available in the Fiscal Year 2016 Parks and Recreation Zoo budget.

(Pertinent information attached.)

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

18. 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.)

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 AGENDA
CLARIFICATION MEETING AND
REGULAR CITY COUNCIL MEETING
APRIL 7, 2016

CLARIFICATION MEETING The City Council Agenda Clarification Meeting was called to order at 5:31 p.m. by Mayor Brian Blad. Council members present were Roger Bray, Steve Brown, Craig Cooper, Gary Moore and Michael L. Orr. Jim Johnston arrived at 5:32 p.m. 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 6:04 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 Major Ben LeBarge (Ret.), INVOCATION representing the Salvation Army.

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 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.

-PAYROLL AND MATERIAL CLAIMS (b) Payroll and material claims for the month of March 2016 in the amount of \$8,305,141.78.

-ANIMAL SHELTER ADVISORY BOARD REAPPOINTMENT (c) 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.

-HUMAN RELATIONS ADVISORY COMMITTEE REAPPOINTMENT (d) 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.

-PLANNING AND ZONING COMMISSION REAPPOINTMENT (e) 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.

-ROCKY MOUNTAIN (f) Consider a Use Agreement with Dennis Udy, dba Rocky Mountain
SCHOOL OF BASEBALL School of Baseball (RMSB) for use of City fields for a youth baseball
-USE AGREEMENT 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.

-SERVICE (g) Allow Michael and Kim Drake to connect a house located at 7200
CONNECTION West Portneuf Road to City water. The Utility Connection
REQUEST 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.

COUNCIL DECISION (h) Adopt the Council's decision to overturn the Historic Preservation
-OVERTURNING HPC Commission's (HPC) decision to deny the issuance of a Certificate
DECISION REGARDING of Appropriateness which would provide a mural to remain painted
MURAL PAINTED AT on the north wall of 210 North Arthur Avenue (Purported to be 226
226 NORTH ARTHUR North Arthur Avenue), a/k/a Fire Station One.
AVENUE

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

AGENDA ITEM NO. 4: Mr. Cooper, on behalf of Mayor Blad, proclaimed April 16, 2016
COMMUNICATIONS to be Portneuf Valley Community Environmental Fair Day and
AND PROCLAMATIONS encouraged residents to participate in Earth Day celebrations.

Hannah Sanger, Science and Environment Division Manager, thanked the Mayor and Council for the proclamation and announced upcoming events related to the Environmental Fair on April 16th.

Mr. Orr, on behalf of Mayor Blad, proclaimed April 2016 to be Fair Housing Month in Pocatello and urged citizens and businesses to increase their awareness of the Federal Fair Housing Act.

Stephanie Heaton, Community Development Block Grant Committee Chair, accepted the proclamation from Mayor Blad and thanked the Council for their support.

Mr. Brown, on behalf of Mayor Blad, proclaimed April 2016 to be National Donate Life Month in Pocatello and encouraged all citizens of Pocatello to register on the Idaho Donor Registry.

Dixie Madsen, Yes Idaho Coalition representative, thanked the Mayor and Council for the proclamation and shared her feelings on the importance of being an organ donor. She presented a small sculpture to Mayor Blad recognizing the City of Pocatello's participation in Donate Life Month.

Mr. Moore, on behalf of Mayor Blad, proclaimed April 2016 to be Civitan Awareness Month in Pocatello and encouraged the residents of Pocatello to support the efforts of the Civitan organization in our community.

Stephana Prokschl and other representatives of local Civitan groups, thanked the Mayor and Council for the Proclamation and announced upcoming Civitan-sponsored events.

AGENDA ITEM NO. 5: Mayor Blad reminded the Council of the April 14th Study Session at
CALENDAR REVIEW 9:00 a.m. immediately followed by a Budget Development meeting;
and the April 21st Regular City Council meeting at 6:00 p.m.

Mayor Blad announced the Environmental Fair would be held April 16th at Caldwell Park from 11:00 a.m. to 3:00 p.m. Citizens using any PRT fixed route or special service during Environmental Fair hours may ride for free to and from Caldwell Park; in conjunction with the Environmental Fair, a Medication Take-back Day will be held by law enforcement agencies to take back and safely dispose of unwanted medications to keep them out of our water supply; Zoo Idaho is now open on weekends only. Zoo entrance construction continues and a temporary entrance to the Zoo is through the Education Building at 3101 Avenue of the Chiefs. The Zoo will open seven days a week beginning May 1st; and the annual spring cleanup at City cemeteries continues through the end of April. Crews will be removing and discarding all flowers and decorations.

Mayor Blad announced the Ramp Riot BMX and motocross event would be held at Holt Arena on April 15th and 16th.

In response to questions from Council, John Banks, Parks and Recreation Director, stated the lower entrance pathway at Zoo Idaho is scheduled to be complete by May 1st, with landscaping to be completed during the summer.

AGENDA ITEM NO. 6: Vernon Miller was present to appeal the decision of Police
TAXI LICENSE Department staff which denied Mr. Miller a Taxi License.
DENIAL APPEAL
-MILLER

Jené Cardenas, Licensing Officer, stated Mr. Miller's application was denied based upon a felony conviction Mr. Miller was convicted of as a juvenile. She stated he has been convicted of other charges, none of which are violations of City Code which would merit denial of a taxi cab license.

A motion was made by Mr. Moore, seconded by Mr. Bray, to overturn the decision of the Police Department and issue a Taxi License to Vernon Miller.

In response to questions from Council, Mr. Miller stated the conviction was nearly 20 years ago, when he was only 15 years old. He currently drives a taxi for Sam's Taxi in Chubbuck. Mr. Miller stated he has four children and is seeking to expand his employment so he may better provide for his children.

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

AGENDA ITEM NO. 7: Council was asked to approve the following research analyst
VOLUNTEER INTERN volunteer agreements for the Planning and Development Services
AGREEMENTS Department. Each agreement will extend from May 1, 2016 through
-PLANNING AND December 31, 201:
DEVELOPMENT
SERVICES

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

- KRISTINE HUNT b) Help create a walking tour brochure for the Lincoln-Johnson Historic District and assist in other projects as assigned; and
- PAUL SIVITZ c) Help create an article on Pocatello's early history emphasizing its diversity and assist in other projects as assigned.

A motion was made by Mr. Moore, seconded by Mr. Johnston, to approve research analyst volunteer agreements for the Planning and Development Services Department as outlined in Agenda Item Nos. 7(a) through 7(c). Upon roll call, those voting in favor were Moore, Johnston, Bray, Brown, Cooper and Orr.

AGENDA ITEM NO. 8: Pocatello-Chubbuck Chamber of Commerce Beautification
"COUNCIL SELECT" Committee, represented by Mark Dahlquist, Committee Chairman
FUNDING REQUEST (mailing address: 324 South Main Street, Pocatello ID 83204), is
-SPRING CLEAN-UP requesting that "Council Select" funds in the amount of \$100.00 be
EVENT 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 remained in the "Council Select" fund.)

Mark Dahlquist, Pocatello-Chubbuck Chamber of Commerce Beautification Committee Chair, stated the community event begins with a free volunteer breakfast to kick off the event. He stated the "Council Select" funds would be used to offset the cost of providing work gloves to the 100-150 volunteers who give of their time during the cleanup. Mr. Dahlquist stated the City Sanitation Department has agreed to provide approximately 300 garbage bags for the event.

Mr. Orr stated that he feels it is difficult to commit taxpayer dollars to community events. He asked if the Council Select fund request would be withdrawn if he offered the funding personally.

Mr. Dahlquist stated that all donations are appreciated. He expressed that he feels if the Council approves the "Council Select" funding request, it would show a positive cooperative effort between the City and the rest of the community.

Mr. Bray stated he feels the City will feel the impact of the savings through the donation to the volunteer project.

A motion was made by Mr. Bray, seconded by Mr. Moore, to approve a request by Pocatello-Chubbuck Chamber of Commerce Beautification Committee, for "Council Select" funds in the amount of \$100.00 to be used to help pay for expenses in connection with the annual Spring Clean-Up event at Caldwell Park on May 7, 2016. Upon roll call, those voting in favor were Bray, Moore, Brown, Cooper and Johnston. Mr. Orr voted in opposition to the motion. The motion passed.

Audience member Kelly Benningfield made a personal donation to Mark Dahlquist for the Chamber Cleanup project at this time.

AGENDA ITEM NO. 9: Council was asked to consider granting an exception to City Code
CONCESSION PERMIT 5.06.020 to allow for concessions in conjunction with the Sixth
REQUEST-SIXTH Judicial District Court Appointed Special Advocates (CASA)
JUDICIAL DISTRICT Program's (mailing address: 836 East Center Street, No. A, CASA
PROGRAM 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.

A motion was made by Mr. Moore, seconded by Mr. Brown, to approve 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 Family Luau fundraising event on Saturday, May 14, 2016 at Upper Ross Park from 12:00 noon to 10:00 p.m. and that 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. Upon roll call, those voting in favor were Moore, Brown, Bray, Cooper, Johnston and Orr.

AGENDA ITEM NO. 10: Council was asked 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.

In response to a question from Council, John Banks, Parks and Recreation Director, stated the current park use policy does not require additional insurance for private parties in City parks.

A motion was made by Mr. Moore, seconded by Mr. Orr, to grant an exception to City Code 12.36.060 and approve a beer/wine permit to Jessica Harris for a graduation party at Centennial Park on May 7, 2016 from 12:00 noon to 5:00 p.m. Upon roll call, those voting in favor were Moore, Orr, Bray, Brown, Cooper and Johnston.

AGENDA ITEM NO. 11: Council was asked 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.

A motion was made by Mr. Moore, seconded by Mr. Brown, to grant an exception to City Code 12.36.060 and approve a beer/wine permit to Ruth Draaye for a wedding/birthday party at Centennial Park on July 30, 2016 from 12:00 noon to 5:00 p.m. Upon roll call, those voting in favor were Moore, Brown, Bray, Cooper, Johnston and Orr.

AGENDA ITEM NO. 12: Council was asked to consider a Use Agreement with Randy Johnson of Imagine Music Entertainment, granting Mr. Johnson permission to:
ROSS PARK AND ZOO
IDAHO SUMMER
CONCERT SERIES
-USE AGREEMENT

ORGANIZE "ZOO IDAHO SUMMER CONCERT SERIES AND OPEN AIR ART FAIR" 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;

- ALLOW VENDORS 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;
- ALLOW BANNERS c) Recognize local businesses who provide event sponsorships via placement of banners at events, and verbal recognition and thanks prior to events;
- SELL PRODUCTS d) Sell performing musician CD's to the audience on the event dates that they perform; and
- CONTINUE CONCERT SERIES 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:

- "TWILIGHT"
DISCOUNTED RATES 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;
- EXTEND ZOO HOURS 2) On an "as needed" basis, extend Zoo hours on concert days to 7:00 p.m. to accommodate additional zoo visitors; and
- CONTINUE
DISCOUNTED RATES
AND EXTENDED
ZOO HOURS 3) Continue offering discounted "twilight" Zoo entry rates and "as needed" extended Zoo hours on concert days in future years, barring any change to rates or hours.

A motion was made by Mr. Cooper, seconded by Mr. Johnston, to approve a Use Agreement with Randy Johnson of Imagine Music Entertainment as outlined in Agenda Item No. 12(a) through 12(e) and approve staff requests as outlined in Agenda Item No. 12(1) through 12(3). Upon roll call, those voting in favor were Cooper, Johnston, Bray, Brown, Moore and Orr.

- AGENDA ITEM NO. 13: Council was asked 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.
- DECLARE INOPERABLE
VEHICLE AS SURPLUS
PROPERTY-PARKS

A motion was made by Mr. Orr, seconded by Mr. Cooper, 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. Upon roll call, those voting in favor were Orr, Cooper, Bray, Brown, Johnston and Moore.

- AGENDA ITEM NO. 14: Council was asked to consider the following piggy-back bids and if they are accepted, authorize the Mayor to sign the necessary documents, subject to Legal Department review. The piggy-back bids are:
- PIGGY BACK BIDS
-STREET OPERATIONS

- IDAHO ASPHALT SUPPLY, INC. a) Sealing oil for the 2016 paving program. 290 tons CRS-2 or CRS-2P sealing oil at \$395.00 per ton (\$405.00 FOB job site); 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;
- IDAHO TRAFFIC SAFETY, INC. b) Road striping services for a total estimated cost of \$24,788.40; and
- VALLEY SLURRY SEAL c) 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.

A motion was made by Mr. Johnston, seconded by Mr. Bray, to approve the piggy-back bids for the Street Department as outlined in Agenda Item No. 14(a) through 14(c) and authorize the Mayor to sign the necessary documents, subject to Legal Department review. Upon roll call, those voting in favor were Johnston, Bray, Brown, Cooper, Moore and Orr.

AGENDA ITEM NO. 15: Council was asked 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).

A motion was made by Mr. Johnston, seconded by Mr. Brown, 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 of 132 tons of the trademarked material for a total purchase price of \$78,356.80 (F.O.B. Salt Lake City, Utah). Upon roll call, those voting in favor were Johnston, Brown, Bray, Cooper, Moore and Orr.

AGENDA ITEM NO. 16: Council was asked 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.

A motion was made by Mr. Moore, seconded by Mr. Bray, to approve the adoption of the Fiscal Year 2015-2016 Collective Bargaining Agreement for the Pocatello Firefighters Local No. 187, subject to Legal Department review.

Mr. Orr expressed his concern regarding portions of the Agreement. He asked the Pocatello Firefighters Local No. 187 to remember that although some aspects of the fact finding may be allowed, it may not be in the best interest of the Fire Department.

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

AGENDA ITEM NO. 17: Council was asked 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.

ENGAGEMENT AGREEMENT
-ANDERSON, JULIAN AND HULL, LLP FOR UNION NEGOTIATION SERVICES

A motion was made by Mr. Cooper, seconded by Mr. Orr, 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.

Mr. Johnston asked if the relationship with union members would be harmed by hiring outside counsel.

Mayor Blad stated that the Legal Department no longer has enough staff members to adequately dedicate time to Fire and Police Collective Bargaining Agreement negotiations. He stated it was more fiscally responsible to pay an outside firm for the specialized work. Mayor Blad added that when negotiations are being held with legal representation from the Legal Department, staff members are negotiating with fellow staff members, which can result in challenging situations.

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

AGENDA ITEM NO. 18: Council was asked 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.

INTERGOVERNMENTAL AGREEMENT
-BANNOCK COUNTY AMBULANCE SERVICE

Mr. Moore stated if members of the Council had questions regarding the Intergovernmental Agreement, he would be available to answer any questions, as he is very familiar with the services and agreement. A motion was made by Mr. Johnston, seconded by Mr. Moore, 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. Upon roll call, those voting in favor were Johnston, Moore, Bray, Brown, Cooper and Orr.

AGENDA ITEM NO. 19: Council was asked to consider 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.

ORDINANCE
-AMENDING SIGN CODE

A motion was made by Mr. Cooper, seconded by Mr. Orr, that the ordinance, Agenda Item No. 19, 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 Cooper, Orr, Bray, Brown, Johnston and Moore.

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

Mayor Blad declared the final reading of the 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. 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 2967 and be submitted to the Idaho State Journal for publication.

AGENDA ITEM NO. 20 Idaho Lorax, Pocatello resident, shared information regarding an upcoming program which would allow participants to obtain low-cost Geiger counters for personal use.
DISCUSSION ITEMS

Niki Taysom, 4963 Yellowstone Avenue, Chubbuck, read several quotes from the Constitution and shared her support of the Constitution.

Steve Mallory, 158 South 10th Avenue, stated he appreciates the quality of life in Pocatello and complimented the City on the work that is done. He recognized the difficult challenges faced by law enforcement and other departments. Mr. Mallory stated he is happy to be a Pocatello resident.

Gerald and Kate Johnson, representing the Idaho State University (ISU) Student Activities Board, announced an event to be held at ISU on April 8th at 8:00 p.m. for students and community members. They gave an overview of the activities planned for the event and encouraged residents to attend and show their "school spirit" for the university. Mr. Johnson distributed fliers advertising the event to Council members.

Mr. Orr gave a personal donation to the Student Activities Board at this time.

Kelly Benningfield, 624 West Cedar Street, expressed his appreciation to City staff members who have helped clarify some of his questions. She shared his concern for federal taxes, tax breaks and land conveyance issues. Mr. Benningfield presented a document to Ruth Whitworth, City Clerk and Dean Tranmer, City Attorney.

There being no further business, Mayor Blad adjourned the meeting at 7:17 p.m.

APPROVED:

BRIAN C. BLAD, MAYOR

ATTEST:

RUTH E. WHITWORTH, CMC, CITY CLERK

PREPARED BY:

KONNI R. KENDELL, DEPUTY CLERK

3(d)



AGREEMENT TO HOLD PUBLIC AUCTION

City of Pocatello
911 North 7th
P. O. Box 4169
Pocatello, Idaho 83205

Dear Sirs:

This agreement contains the following:

We propose to hold the surplus property auction for the City of Pocatello at Prime Time Auctions located at 3400 S. 5th, Pocatello, Idaho. The auction is to be held on Saturday May 14, 2016.

Our proposal contains the following conditions:

1. The investment for holding the auction will be 17% of all merchandise. A buyer's premium is paid by the buyer on auction day and is kept by Prime Time Auctions for services. Premiums are 5% on items that sell for \$2501.00 or more and 10% on items that sell for \$2500.00 or less.
2. City of Pocatello will reimburse from proceeds in the amount of \$695.00 for advertising.
3. City of Pocatello will handle any legal advertising that needs to be placed.
4. Prime Time Auctions agrees to have a Fork Lift available to use for setup and removal for this auction.
5. Within 10 days following the auction, we will provide the City of Pocatello with an accounting from each separate Department and payment of auction proceeds.
6. The items may be delivered any time after contract is signed and will be sold at our May 14, 2016 Community Auction.

Date _____

Date _____

Auction Representative

Mayor Brian Blad

APPROVED BY LEGAL

Date 4/13/16 Atty (RB)

Comments O.K. for Mayor

for sign.

3(e)

USE AGREEMENT

THIS AGREEMENT is made and entered into this ____ of April, 2016 by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as the City, and Corey Wight, d/b/a Pedal Fest Mountain Bike Race, hereinafter referred to as the USER.

WHEREAS, the City owns and manages a portion of the City Creek recreation area; and

WHEREAS, the USER desires to conduct a Pedal Fest mountain bike race within the City Creek recreation area, and wishes to use a portion of the City Creek recreation area and existing trail system for the purpose of conducting a Pedal Fest mountain bike race which will be open to participation by citizens of the City; and

WHEREAS, the City supports citizen participation in outdoor recreation activities and the promotion of the outdoor recreational opportunities in the community; 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 the USER to use that portion of the City Creek recreation area and existing trails as identified in the diagram attached hereto, marked Exhibit 1, incorporated herein, and hereinafter described as "the premises".

2. Term. The term of this Agreement shall be from June 10 through June 12, 2016 from 7:00 a.m. until 8:00 p.m. each day. The Pedal Fest mountain bike race shall occur on June 11, 2015. USER shall have access to the premises on the day before the race and the day after the race solely for the purpose of setting up and removing the race course.

3. Compensation to City. The USER agrees to pay the City one hundred dollars (\$100.00) for the use of the premises during the term established in Section 2 above which shall be paid before June 1, 2016.

4. Care of the Premises. The USER will be responsible for the care and maintenance of the premises during its scheduled date and time of use.

A. The USER agrees that upon completion of the event sponsored by the USER, the USER shall arrange to have the premises restored to the condition which existed prior to its use, including the removal of any trash and/or garbage and proper disposition of any recyclable material, ordinary wear and tear excepted.

B. The USER will be responsible for any damages to the premises related to the race which occur during its use and will be responsible for all costs associated with the repair of those damages.

C. The USER will be responsible, at their cost, to provide additional portable toilets and garbage dumpsters, if deemed necessary by the City.

D. If the USER wishes to sell or provide beer at the event, they will be responsible for obtaining a beer permit through the City Parks and Recreation and follow all City and State ordinances regarding sale and consumption of alcohol. In addition, if there will be vendor

sales, the USER will be required to follow City ordinances regarding concession sales in parks or public places.

E. If the USER desires to use Centennial Park as the staging area for the event, the USER would be responsible to reserve the park and pay the applicable fee.

5. Compliance with Laws. The USER shall strictly comply with all federal, state, and local laws, rules, regulations, and ordinances. Further, the USER and all participants in its event agree to abide by the rules and regulations regarding use of the premises, and failure to comply with said rules and regulations may result in suspension or termination of privileges to use the premises.

6. Indemnification and Hold Harmless. The USER 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 the USER granted herein, or by any of the USER's employees, agents, invitees, or any other person acting on behalf of the USER. The City hereby agrees to fully indemnify and hold harmless, and agrees to protect and defend at their own cost and expense, the USER from and against any and all risks, suits, damages, judgments, expenses, claims, settlements or liabilities which the 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 airport premises.

C. If applicable, USER 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." USER's failure to maintain insurance shall be a basis for immediate termination of this Use Agreement.

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

9. 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.

10. 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.

11. 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.

12. 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 the interest of any party to this Agreement on the basis that the party had primary responsibility for drafting the Agreement.

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

14. 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 hereof shall remain in full force and effect.

15. 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.

16. Notice. That all notices under this Agreement shall be deemed to be properly served if sent by first class mail, postage prepaid, to the last known address furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

TO THE CITY:

Director of Parks and Recreation
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205-4169

USER:

Corey Wight
2720 Bannock Highway
Pocatello, ID 83204

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

APPROVED BY LEGAL

Date 4/15/16 Atty By fax

Comments _____

CITY OF POCA TELLO, a
municipal corporation of Idaho

Brian C. Blad, Mayor

ATTEST:

Ruth E. Whitworth, City Clerk

USER:

Corey Wight, d/b/a
Pedal Fest Mountain Bike Race

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 Corey Wight, d/b/a the Pedal Fest Mountain Bike Race, 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: _____



**Award Ceremony
Food & Beverages**
Centennial Park

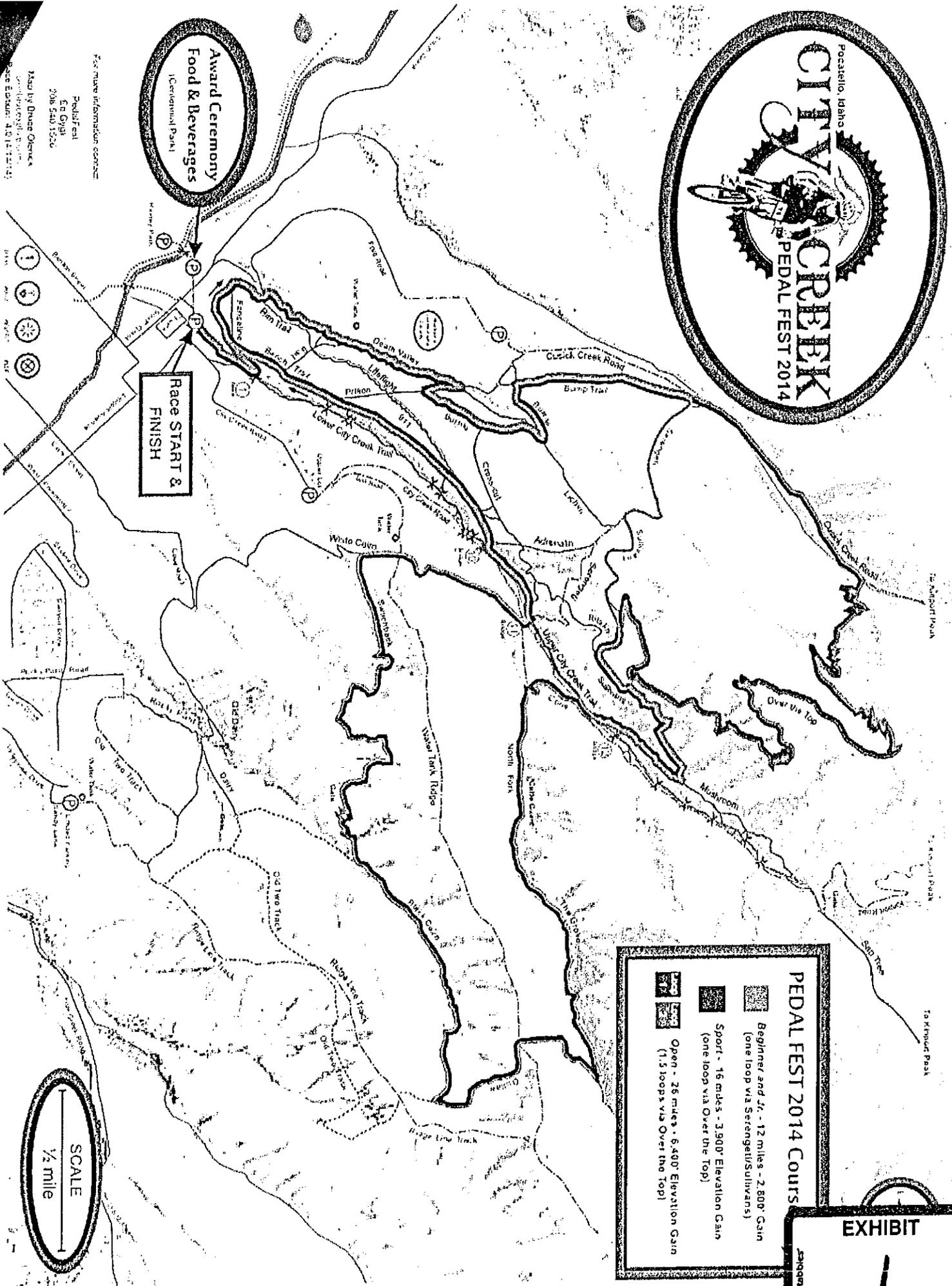
**Race START &
FINISH**

PEDAL FEST 2014 COURSES

- Beginner and Jr.** - 12 miles - 2,800' Gain (one loop via Serengati/Sulhwans)
- Sport** - 16 miles - 3,900' Elevation Gain (one loop via Over the Top)
- Open** - 26 miles - 6,400' Elevation Gain (1.5 loops via Over the Top)

EXHIBIT

SCALE
1/2 mile



For more information contact:
Pedal Fest
Eric Gwyn
908.540.1526

Made by Denise Olenka
www.pocatellopedalfest.com
Page Updated: 4/21/14

USE AGREEMENT

THIS AGREEMENT is made and entered into this ____ of April, 2016, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as the City, and Luke Nelson, d/b/a the Scout Mountain Ultra Trail Run (SMUT), hereinafter referred to as the USER.

WHEREAS, the City owns and manages a portion of the City Creek recreation area; and

WHEREAS, the USER desires to conduct a 100K trail run within the City Creek recreation area, and wishes to use a portion of the City Creek recreation area and existing trail system for the purpose of conducting the 100K trail run which will be open to participation by citizens of the City; and

WHEREAS, the City supports citizen participation in outdoor recreation activities and the promotion of the outdoor recreational opportunities in the community; 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 the USER to use that portion of the City Creek recreation area and existing trails as identified in the diagram attached hereto, marked Exhibit 1, incorporated herein, and hereinafter described as "the premises".

2. Term. The term of this Agreement shall be for June 3, 2016 through June 5, 2016, from 7:00 a.m. until 8:00 p.m. each day. The SMUT shall occur on June 4, 2016. USER shall

have access to the premises on the day before the race and the day after the race solely for the purpose of setting up and removing the race course.

3. Compensation to City. The USER agrees to pay the City one hundred dollars (\$100.00) for the use of the premises during the term established in Section 2 above which shall be paid before June 1, 2016.

4. Care of the Premises. The USER will be responsible for the care and maintenance of the premises during its scheduled date and time of use. The USER agrees that upon completion of the event sponsored by the USER, the USER shall arrange to have the premises restored to the condition which existed prior to its use, including the removal of any trash and/or garbage and proper disposition of any recyclable material, ordinary wear and tear excepted. The USER will be responsible for any damages to the premises related to the race which occur during its use and will be responsible for all costs associated with the repair of those damages.

5. Compliance with Laws. The USER shall strictly comply with all federal, state, and local laws, rules, regulations, and ordinances. Further, the USER and all participants in its event agree to abide by the rules and regulations regarding use of the premises, and failure to comply with said rules and regulations may result in suspension or termination of privileges to use the premises.

6. Indemnification and Hold Harmless. The USER shall have the responsibility for the safety of persons and property at the SMUT event during USER's occupancy and use of the premises. The USER 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 related to the USER's use of the premises, including any parking area and any path of ingress and egress situated upon the premises which may be closed or restricted during the SMUT event or by any of the USER's employees, agents, invitees, or any other person acting on behalf of the USER. The City hereby agrees to fully indemnify and hold harmless, and agrees to protect and defend at their own cost and expense, the USER from and against any and all risks, suits, damages, judgments, expenses, claims, settlements or liabilities which the 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 operations.

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 for the SMUT. USER understands that the City does not provide insurance coverage for USER's personal property or equipment.

C. If applicable, USER 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 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 Agreement.

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

9. 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.

10. 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.

11. 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.

12. 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 the interest of any party to this Agreement on the basis that the party had primary responsibility for drafting the Agreement.

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

14. 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 hereof shall remain in full force and effect.

15. 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.

16. Notice. That all notices under this Agreement shall be deemed to be properly served if sent by first class mail, postage prepaid, to the last known address furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

TO THE CITY:

Director of Parks and Recreation
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205-4169

USER:

Luke Nelson
2382 Apple Lane
Pocatello, ID 83204

The date of service of such notice is hereby deemed to be the dated
postmark of the United States Postal Service.

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

APPOINTED BY LEGAL

Date 4/11/06 Any B. See

Comm _____

CITY OF POCATELLO, a
municipal corporation of Idaho

Brian C. Blad, Mayor

ATTEST:

Ruth E. Whitworth, City Clerk

USER

Luke Nelson, d/b/a
Scout Mountain Ultra Trail Run

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 Luke Nelson, d/b/a the Scout Mountain Ultra Trail Run 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: _____

3(9)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCA TELLO, A MUNICIPAL CORPORATION OF IDAHO, AMENDING RESOLUTION NO. 2005-39 TO REFLECT THE NUMBER OF MEMBERS PRESENT AT A MEETING TO CONSTITUTE A QUORUM, RECONFIRMING THE ANIMAL SHELTER ADVISORY BOARD AS ONE OF THE ADVISORY COMMITTEES FOR THE MAYOR AND COUNCIL; PROVIDING FOR CONTINUATION OF THE CURRENT MEMBERSHIP OF THE COMMITTEE; AND REITERATING A GENERAL STATEMENT OF DUTIES.

WHEREAS, the City Council adopted Resolution No. 2005-39 on December 15, 2005 establishing the Animal Shelter Advisory Board by Resolution; and

WHEREAS, within the Resolution it was unclear as to how many members must be present at a meeting to constitute a quorum; and

WHEREAS, the City Council wishes to amend Resolution No. 2005-39 to clarify the quorum requirements and reconfirm the Animal Shelter Advisory Board as one of the Advisory Committees for the Mayor and Council, providing for continuation of the current membership of the Committee and reiterating a general statement of duties;

NOW, THEREFORE BE IT RESOLVED BY THE Mayor and Council of the City of Pocatello as follows:

1. The Animal Shelter Advisory Board shall continue to function as one of the City's advisory committees.
2. The Board shall continue to be composed of a minimum of seven (7) and a maximum of nine (9) voting members, at least two (2) of whom shall be members of the Bannock Humane Society. The Director of the Animal Control Department of the City and one member of the City Council shall serve as ex officio members. Voting members shall continue to be appointed by the Mayor with the consent of the City Council and shall have terms of two years or such other terms as the Mayor may choose to establish hereafter.

3. The Board shall continue its efforts to advise the Council and Mayor regarding the control of animals within the city limits and policies and procedures related to shelter management, fees, public relations, customer service, specific citizen or personnel concerns, facilities, and any other matters which might be brought before it which are directly related to animal control services within the City.

4. The Board shall elect its own Chair and Vice-Chair, and may establish procedures as needed to address items and issues presented for consideration at the meetings. The Board members shall set suitable meeting schedules, at least quarterly, and that one-half plus one of the members shall constitute a quorum for holding meetings.

RESOLVED this 21st day of April, 2016.

CITY OF POCA TELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk

3(h)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, AMENDING RESOLUTION NO. 2001-03 TO ACCURATELY REFLECT THE NUMBER OF MEMBERS APPOINTED TO THE COMMITTEE, RECONFIRMING THE COMMITMENT OF THE CITY TO IMPROVING HUMAN RELATIONS AND PROVIDING A FORUM FOR PERSONS TO PRESENT THEIR CONCERNS AND PROPOSALS REGARDING CIVIL RIGHTS ISSUES; PROVIDING FOR CONTINUATION OF THE CURRENT MEMBERSHIP; AND PROVIDING A GENERAL STATEMENT OF DUTIES.

WHEREAS, the City Council adopted Resolution No. 2001-03 on March 15, 2001 establishing the Human Relations Advisory Committee by Resolution; and

WHEREAS, within the Resolution it declared the Committee shall be comprised of fifteen (15) members when in fact the Committee consists of ten (10) members; and

WHEREAS, the City Council wishes to amend Resolution No. 2001-03 to clarify the number of Committee members, as well as other minor clarification changes, and to reconfirm the commitment of the City to improving human relations and providing a forum for persons to present their concerns and proposals regarding civil rights issues, providing for continuation of the current membership and providing a general statement of duties;

NOW, THEREFORE BE IT RESOLVED BY THE Mayor and Council of the City of Pocatello as follows:

1. That the City hereby confirms its commitment to retaining the Human Relations Advisory Committee as one of its Advisory Boards.
2. That the committee shall continue to be composed of ten (10) members who represent a cross section of the community, drawing from various religious, ethnic, economic, educational, age, and occupational groups, and that the term of office for each member shall continue to be four (4) years.

3. That the Committee continue to provide a forum in which citizens may informally present their concerns or proposals regarding civil rights issues.

4. That the Committee continue its efforts to advise the Council and Mayor as to civil-rights concerns of the citizens of the community and to suggest programs to promote positive relations among all members of our community, as well as to continue its efforts to improve relations among all members of the community regardless of their race, color, national origin, ancestry, religion, creed, sex, age, marital or familial status, physical or mental disability, sexual orientation, gender identity or expression.

5. That the Committee shall meet at least monthly and that one-half plus one of the members shall constitute a quorum for holding meetings.

6. That the Committee shall elect its own Chair, Vice-Chair, and Secretary, shall make its own provisions for recording of minutes and preparation of reports, and may establish procedures as needed to address items and issues presented by citizens or committee members for consideration at the meetings.

RESOLVED this 21st day of April, 2016.

CITY OF POCA TELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk

3(i)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCA TELLO, A MUNICIPAL CORPORATION OF IDAHO, AMENDING RESOLUTION 1983-17 TO PROVIDE FOR THE CITY'S ICMA RETIREMENT CORPORATION COORDINATOR TO BE THE CITY'S HUMAN RESOURCES CONSULTANT POSITION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City maintains a deferred compensation plan for its employees which is administered by the ICMA Retirement Corporation, hereinafter referred to as the Administrator; and

WHEREAS, on September 15, 1983, the City Council selected the City Clerk-Treasurer position as the ICMA Retirement Corporation Coordinator as documented in Resolution No. 1983-17; and

WHEREAS, the City Clerk-Treasurer position is no longer a combined position within the City; and

WHEREAS, the Pocatello City Council wishes to select the Human Resources Department, specifically the Human Resources Consultant, as the coordinator of the ICMA Retirement Corporation plan;

NOW, THEREFORE BE IT RESOLVED BY THE Mayor and Council of the City of Pocatello as follows:

1. This Resolution amends Resolution 1983-17 to reflect that the City's Human Resources Consultant shall be the coordinator for the ICMA Retirement Corporation program and shall receive necessary reports, notices, etc. from the ICMA Retirement Corporation as Administrator, and shall cast, on behalf of the City, any required votes under the program. Administrative duties to carry out the plan may be assigned to the appropriate departments.

2. The Resolution goes into effect as of the date it is signed.

RESOLVED this 21st day of April, 2016.

CITY OF POCA TELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk

AGENDA

ITEM

NO. 6

**EXECUTIVE SUMMARY
PLANNING & DEVELOPMENT SERVICES DEPARTMENT**

To: Mayor Blad & Pocatello City Council
From: Matthew G. Lewis, Planning Division Manager
Date: Council Meeting held on April 21, 2016

MGL

**SUBDIVISION: Cheyenne Gate
TYPE:**

Preliminary:	Final:	Short:XXXXXXXX
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RECOMMENDATION

Planning & Zoning Commission Action: The Commission reviewed the subject short plat at their regularly scheduled meeting held on April 13, 2016 at which time they recommended approval with Staff conditions as follows:

1. **Engineering:** All conditions noted in **Exhibit 1** shall be strictly adhered to prior to recording of an approved plat.
2. All corrections noted by City representatives on the plat shall be completed prior to recording of the plat.
3. All other standards and conditions of Municipal Code not herein stated but applicable to platting and commercial development shall apply.

GENERAL BACKGROUND

- a. **Applicant and Request:** J.J. Murphy representing Intermountain Gas Company (mailing address: 555 S. Cole Road Boise, ID 83709) and David Klatt, PLC. (12600 N. Hawthorne Road Pocatello, ID 83202) has submitted an application and short plat for a proposed 3-lot subdivision located on Cheyenne Road just west of the Portneuf River.
- b. **Site Detail:** The subject property is zoned Residential Medium Density Single-Family (RMS). This designation requires a minimum lot size of 5,000 square-feet for single-family dwellings. The smallest lot proposed measures 10,000 square-feet in size. Lot 1 will remain undeveloped with exception a 30-foot wide access road proposed on the North portion of Lot 1 Block 1. Intermountain Gas proposes to place a pressure regulator station for an existing high pressure gas line on Lot 2 Block 1. Williams Pipeline proposes to place above ground piping and meter station on Lot 3 Block 1. Municipal Code addresses "Basic Utilities" as including water lines, storm water lines, water quality swales, sanitary sewer lines, and local electrical, gas, cable, or telephone lines or conduit. All of these are permitted outright in all zoning districts. In this case, the proposed pressure regulator building and communication antenna is accessory to the existing gas line infrastructure and thus Municipal Code requires that this equipment is conditionally permitted in Residential zoning districts. The conditional use permit application will be considered in a public hearing before a Hearing Examiner.
- c. **Infrastructure Improvements:** Access to all three lots will be from a private drive via Cheyenne Avenue. Fire Department officials will review and approve the driveway material and appropriate turnaround. Intermountain Gas officials will be working with Engineering and Street Department staff to construct a cul-de-sac at the end of Cheyenne Avenue. No other infrastructure improvements such as placement of curb, gutter and sidewalk will be required.



Exhibit 1

Memorandum

To: Matt Lewis, Planning Manager
From: Merril Quayle P.E. Public Works/Development Engineer MB
Date: April 6, 2016
Re: Cheyenne Gate Subdivision (P&Z 4-13-16 and City Council 4-21-16 Agenda)

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

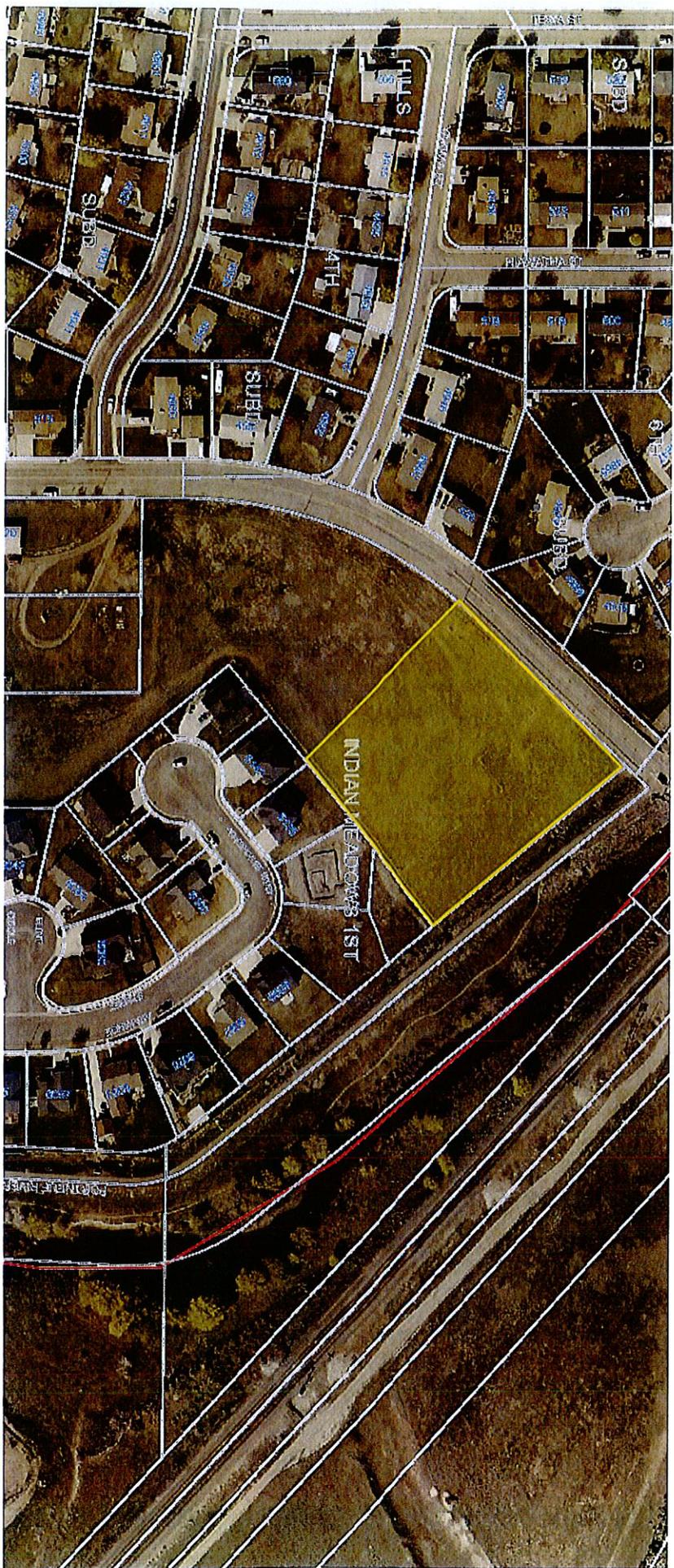
1. Plat

- a. Coordinate all plat correction through Mark Jensen, City of Pocatello City Surveyor for a more inclusive and comprehensive review preparatory to recording.
- b. Subdivision plat shall conform to all state and local laws and ordinances.
- c. The boundary of the subdivision shall be marked with 5/8" rebar and stamped 2" aluminum cap.
- d. Notes on the plat shall be approved by the City of Pocatello City Surveyor and Legal Department prior to recording.
- e. Clarify if there is any CCR's or agreements associated with this plat. If there are CCR's or agreements they need to be submitted for review by the City Legal Department.
- f. Provide adjoining property owners recorded deeds, a copy of all recorded easements and document(s) which grants the signatory to sign the plat on the behalf of the owner(s) to the City Surveyor for final review.
- g. This subdivision is located within the 100 year flood plain, an AO Zone, with a 2 foot flood depth – Firm Panel 160012 0010B.
- h. The plat shall be black opaque ink, no gray scale or color.
- i. The plat shall be reproducible on an 8.5x11 sheet of paper per Bannock County instructions.

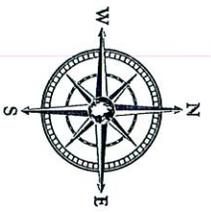
2. Infrastructure at the time of construction

- a. Asphalt patch back and driveway approach will meet City of Pocatello Standards.
- b. Turn around meeting fire department standards.

 Area of Proposed Subdivision



City of Pocatello Web Map



4/7/2016

65m
200ft
591846.732 422376.169
Scale 1:1,561



Pocatello
A MUNICIPAL CORPORATION OF IDAHO

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



PLANNING & DEVELOPMENT SERVICES
PO Box 4169, 911 NORTH 7 AVENUE
POCATELLO, IDAHO 83205
PHONE (208)234-6184; FAX (208)234-6586

SHORT PLAT APPLICATION

Submittal Received: 03-11-16

Permit No.: 16-455

Staff Contact: ML

Receipt #: 83755

PZC Meeting Date: 4/6/16

City Council Date: 4/21/16

Receipt Date: 03-11-16

Filing Fee (see below): Plat \$ 350 + Survey \$ 325 + Plan \$? + Inspections \$? = Total Due \$ 675⁰⁰

PLANNING REVIEW FEES:

Short Plat: \$350.00

ENGINEERING REVIEW FEES:

Survey Review: \$250.00 + \$25.00/lot
Additional accuracy reviews: \$150.00 per additional review
Plan Review of public improvements: \$200.00 + \$20.00/lot
Additional plan reviews: \$150.00
Primary Inspections: 1 - 10 lots = \$80.00/lot; \$300.00 minimum
11-20 lots = \$70.00/lot
21 + lots = \$60.00/lot
Subsequent inspections: \$150.00 per department per trip to the site (billed by the Engineering Department)

Applicant: Intermountain Gas Company

Engineer:

James Murphy
Name

DAVID KLATT, PLS
Firm & Contact

555 S. Cole Rd, Boise, ID 83709
Mailing address

12608 N. HAWTHORNE RD. POCATELLO 83202
Mailing address

(208)241-8710 / (208)637-6415
Phone (work/cellular/home)

705-0660
Phone (work/cellular/home)

Project Information:

Subdivision Name: CHEYENNE GATE Is this a replat? Yes* No

Zoning: RMS Comprehensive Plan Land Use Designation: _____

Location (Section, Township, Range): SE 1/4 SEC T.7.S, R.35 E.

General Location: INTERSECTION OF CHEYENNE AVE. 1/2 PORTNEUF RIVER

Total Acreage: 2.0 Total Number of Lots: 3

TERMS AND CONDITIONS

* Replats require submittal, with this application, of the original plat and any associated homeowner covenants. The approval of this application does not permit the violation of any section of the Building Code or other Municipal Codes.

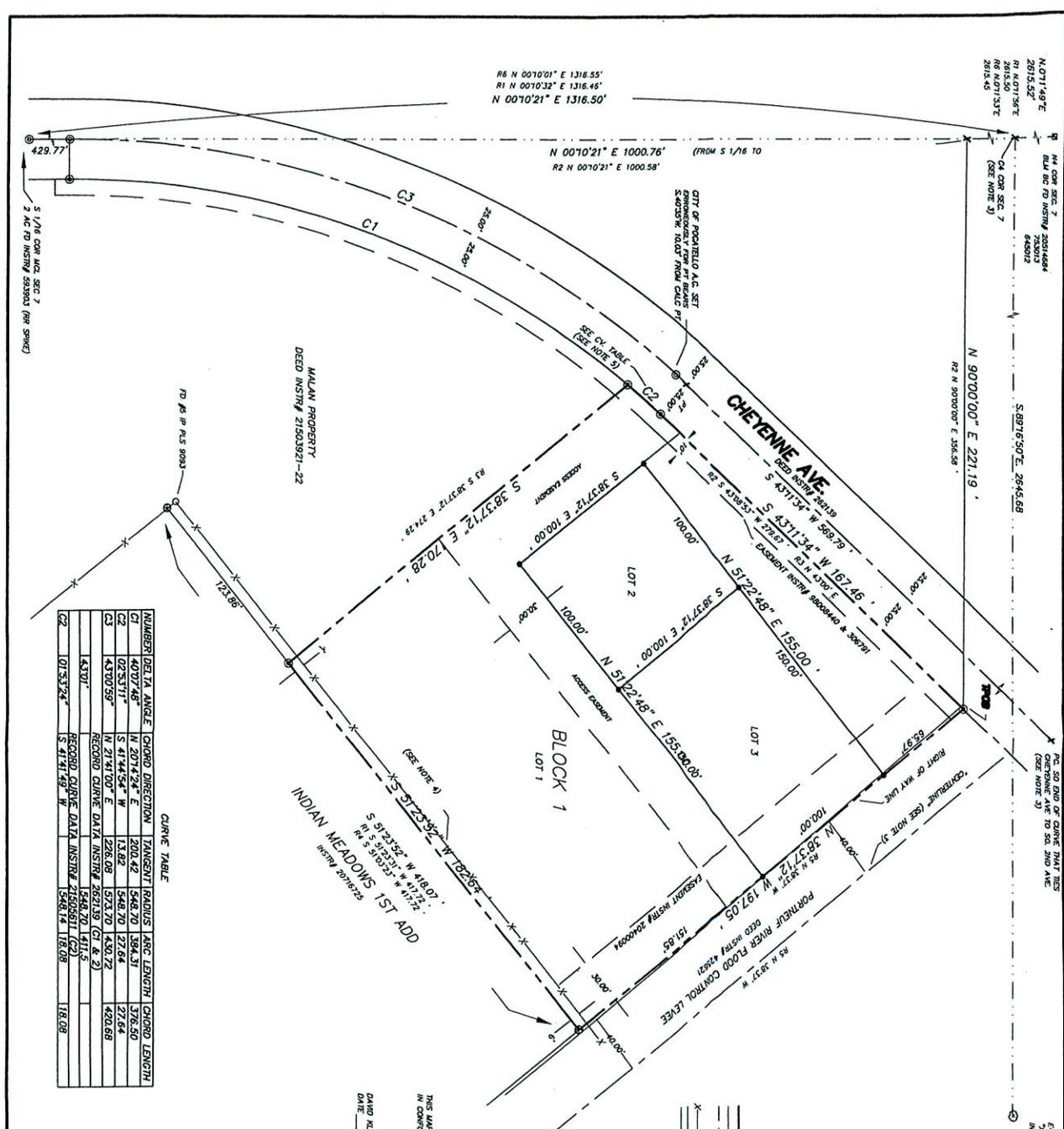
I hereby acknowledge that I have read this application and state that the above information is correct. **THIS APPLICATION SHALL NOT BE CONSIDERED COMPLETE (NOR WILL A HEARING DATE BE SCHEDULED) UNTIL ALL REQUIRED INFORMATION HAS BEEN SUBMITTED AND VERIFIED.**

I am also aware the applicant or a representative must be present at the Planning & Zoning Commission and/or City Council meeting.

I HAVE READ THE FOREGOING AND AGREE TO THE ABOVE TERMS AND CONDITIONS.

Signature of Applicant: [Signature] Date: 3/11/16

* A sign (giving public notice) will be posted at the proposed site during the course of these proceedings.



CURVE TABLE

NUMBER	DELTA ANGLE	CHORD DIRECTION	TANGENT RADIUS	ARC LENGTH	CHORD LENGTH
C1	40°07'48"	N 207°42'4" E	200.42	546.20	394.31
C2	02°53'11"	S 41°44'54" W	13.82	546.20	272.64
C3	43°00'59"	N 21°41'00" E	128.08	573.20	430.72
	43°01'	RECORD CURVE DATA INSTR# 265119 (C1 & 2)	546.20	1411.5	420.68
	07°53'24"	RECORD CURVE DATA INSTR# 21505811 (C2)	546.20	18.08	18.08

CHEYENNE GATE
 10th INTERMOUNTAIN GAS, INC.
 BANNOCK COUNTY, IDAHO

DAVID KLATT LAND SURVEYING
 12608 N. HAMMONNE RD.
 POCAHONTE, IDAHO 83202
 208-705-0860

PROFESSIONAL LAND SURVEYOR
 STATE OF IDAHO
5074
 DAVID KLATT

RECEIVED
 MAR 11 2016

SURVEYORS CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF CHAPTER 18, TITLE 55, IDAHO CODE.

- DAVID KLATT, PLS-5074
- ⊙ TO 2" ALUM. CAP MARKED CITY OF POCAHONTE
 - ⊙ TO 2010 BLM BENCH CORNER
 - ⊙ TO 2" ALUM. CAP MARKED PLS-5074
 - ⊙ SET 1/2" X 1/2" NE-SW CORNER WITH YELLOW CALCULATED POSITIONS
 - ⊙ SUBMISSION BOUNDARY
 - ⊙ LOT LINES AND RIGHT-OF-WAY BOUNDARY SECTION OR SUBDIVISION LINE AS NOTED
 - ⊙ EXISTING FENCE
 - ⊙ ROUTINE CENTERLINE
 - ⊙ LAM MARK TO W/ "X" AND NAIL
 - ⊙ TO 2" ALUM. CAP MARKED PLS 2341
- RECORD DATA**
- R1 INDIAN MEADOWS 1ST ADD.
 - R2 DEED INSTR# 21505811
 - R3 DEED INSTR# 265119
 - R4 AMVY CORP OF ENGINEERS
 - R5 CITY OF POCAHONTE HORIZONTAL CONTROL.
 - R6

SCALE 1" = 40'

N

BASIS OF BEARINGS

THE BEARINGS AND DISTANCES OF THE BOUNDARY LINES WERE OBTAINED FROM THE PLAT OF POCAHONTE HORIZONTAL CONTROL.

LEGEND

SEE PAGE 2 FOR NOTES

AGENDA

ITEM

NO. 7

REQUEST FOR COUNCIL SELECT FUNDS

Please fill out this form completely as you are allowed to come before the City Council 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: Idaho Field Of Heroes

Individual representing organization: Melissa Hartman & Susan Thurm

Address 210 E. Center Suite A Pocatello, Idaho 83201

Phone 208-223-5756 E-Mail susanme2002@yahoo.com

Date and Place of event being sponsored by the organization May 23- 31 Century High School

Type of event being sponsored by the organization (example: fundraiser for...) An Arlington style tribute to honor all the U.S. Casualties that have occurred in Afghanistan and Iraq.

If this is a fundraiser, will the money stay in Pocatello? Not a fundraiser

What City services will be paid for with the requested funds? Please note that Council Select funds cannot be used for Park Shelter Rentals. None

Have you reserved the items you are requesting? Yes

Amount of funds requested: \$250

Have you verified the cost of the services you are requesting? Yes

Why are you requesting these funds from the City of Pocatello? To help with the cost of the port-a-potties at the week long event.

What other sources of funding does your organization have? Community donations

FOR CITY OF POCATELLO USE ONLY

Date request received 4-4-16

Council meeting date 4-21-16

Action taken on request _____

Date applicant notified _____

AGENDA

ITEM

NO. 8



CITY OF POCATELLO

BEER/WINE PERMIT (ORD.12.36.060)

Name of Permittee Pocatello Pedalfest/ Corey Wright ID Verified DOB: 10/15/1982
mm/dd/yyyy

Address 405 South 7th Phone (208) 604-3353

Date of Event June 11th City _____ Time 11 am pm to 8 am pm Zip _____

Nature of Event Pocatello Pedalfest Bike Race

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]
Signature of Permittee

4/12/16
Date

FOR OFFICIAL USE ONLY:

Fee Amount: 50.00 Date Paid: 4/12/16

Approved Denied* Signature: _____ Date: _____

*Reason for Denial: _____

Called for permit pick up: Date: _____ Initial: _____ Result: _____
Date: _____ Initial: _____ Result: _____

AGENDA

ITEM

NO. 9

2016 Auction List

Dept Code-Name	Qty	Items	Unit	VIN#	Lic#	Milage
88- Mayor's Ofc	1	27" Samsung TV				
88- Mayor's Ofc	1	Sony DVD Player				
88- Mayor's Ofc	1	Quartet push cart -holds TV & DVD player				
88- Mayor's Ofc	1	Brown rolling chair				
88- Mayor's Ofc	1	Blue High Back chair				
88- Mayor's Ofc	1	Brown plastic chair				
88- Mayor's Ofc	2	Red Stacking chair				
88- Mayor's Ofc	2	Gray Stacking chair				
88- Mayor's Ofc	1	6 ft Curio Cabinet				

77-Engineering	1	Kip 3000 N00000000021 with 1 box of 300gx2 black toner				
77-Engineering	4	Large flat plan drawers				
77-Engineering	3	Cabinets				

79- Fire Dept	1	Drinking Fountain, with water filter				
79- Fire Dept	2	4 Drawer file cabinet, metal				
79- Fire Dept	1	2 Drawer file cabinet, metal				
79- Fire Dept	1	2 Drawer file cabinet (wide), metal				
79- Fire Dept	3	2 Drawer small file cabinet, wood				
79- Fire Dept	1	3 Drawer file cabinet, wood				
79- Fire Dept	3	2 Drawer file cabinet (wide), wood				
79- Fire Dept	1	Wood coffee table				
79- Fire Dept	2	Wood lower cabinets				
79- Fire Dept	1	Rolling work stand				
79- Fire Dept	1	HP laser Jet printer				
79- Fire Dept	1	Microwave				
79- Fire Dept	2	Lazy Boy recliners				
79- Fire Dept	5	Padded Office Chairs				
79- Fire Dept	1	Center seat w/ console for Truck/ SUV				
79- Fire Dept	4	Tires - 215/60/R17, good tread				
79- Fire Dept	1	"All-in-one" Emergency back-up generator, fuel tank and trailer				

74-Library	1	Corner Desk				
74-Library	1	Small Desk				
74-Library	2	Standing Desk/Tall Computer Station				
74-Library	1	Tall Chair				
74-Library	1	Desk Chair				
74-Library	2	Sharp 10-key calculator				
74-Library	2	Epsom Receipt Printers -not usb or thermal paper				
74-Library	6	Cases non-thermal receipt paper for above printers (50 rolls per case)				
74-Library	1	6ft Wood & Metal folding Table				
74-Library	2	8ft Wood & Metal folding Tables				
74-Library	1	Upright Piano				

89-Parks	1-	1985 Massey Ferguson 50EM5 Tractor	#369	Y508	MS#5103	n/a
89-Parks	1-	Roller Trailer	#A-21	Homemade	A9101	n/a
89-Parks	1-	Snowco Wire puller Trailer	#A-20	#818	A9103	

81-Street	1	1974 ALLIS-CHALMERS generator				
81-Street	1	John Deere Turbo diesel engine				
81-Street	1	Ford Industrial engine				
81-Street	1	New radiator for 6.2 liter diesel				
81-Street	8	Spools of induction loop wire				
81-Street	5	Mechanical time clocks				
81-Street	2	Electric Motor starters				
81-Street	10	Boxes of incandescent traffic signal blubs				

87-Water	2,000	Used Brass Water Meters ¾" to 2" (non-compliant for potable use)				
87-Water	1	Lincoln Arc Welder, Model TIG300/300, 208 Volts				
87-Water	10	Traffic Sign Stands				
87-Water	1	Metal Desk				
87-Water	1	Storage Box (78"H x 36"W x 24"D)				
87-Water	1	8 Drawer Tool Box (21"H x 41"W x 17"D)				
87-Water	1	Fujifilm S5000 Digital Camera with a @GB XD Card				
87-Water	1	Blue Print File Cabinet				
87-Water	1	Excavator Bucket for JCB Mini Excavator				

78-Utility Billing		no items				
--------------------	--	----------	--	--	--	--

75-Animal Control

82-IT Dept

76-Narcotics

69-Planning

86-Sanitation

580-Video Services

85-WPC

VEHICLE AUCTION LIST 2016

Dept Code-Name	Qty	Items	Unit	VIN#	Lic#	Milage
89-Parks	1	1992 Model K2500 pickup	#323	AGCGK24J6NE181557	C202	137,354
89-Parks	1	1991 Ford Ranger pickup	#348	1FTCCCR10A5MPA20548	C6206	72,494
89-Parks	1	1988 Dodge W350 pu-no bed	#310	1B6MW3456JS724163	C16210	80,182
89-Parks	1	1982 GMC Dumptruck C7000	#306	1GDL7D1B7CV567499	C6305	74,985
89-Parks	1	1996 Ford Taurus	#459	1FALP52U3TG121466	C6264	117,835
81-Street	1	1989 Kenworth c-500 10 wheel dumptruck		2NKCLLOX3KM531135		
84-Transit	1	1996 Gillig Phantom	#928	15GCA2017T1086914		
84-Transit	1	1976 FLXBL 35'	#926	VIN# 62171		
87-Water	1	1979 Ford 2.5 Ton Flatbed Truck	8111	F82CVEE6811	C6193	
83-Police	1	2010 Ford Crown Vic		2FABP7BV8AX121695		
83-Police	1	2007 Ford Crown Vic		2FAHP71W07X143557		

2016 AUCTION

83

Police Dept

- 1) electric heater
- 2) Wii Console
- 3) Motorola Smartphone
- 4) Dome Tent
- 5) lawn ornaments
- 6) panasonic camera
- 7) Brookstone pocket pool table in brief case
- 8) digital cameras
- 9) binoculars
- 10) HP camera
- 11) 18 XOBX games
- 12) kindle
- 13) 2 pair of Jordan Flight shoes (New)
- 14) 1 pair gold cross earrings
- 15) rings/misc. jewelry
- 16) gel insoles
- 17) headlamp flashlight
- 18) razors
- 19) bag of work gloves
- 20) bag of new clothes
- 21) flashlight
- 22) movies/books
- 23) Bell Helmet
- 24) DVD player
- 25) XBOX 360 system
- 26) deskjet printer (5)
- 27) Garmin Nuvi navigation
- 28) BOSE speaker
- 29) skateboard
- 30) backpack
- 31) DVD PLAYER W/2 MONITORS
- 32) CAR JACK
- 33) MINOLTA CAMERA W/LENS IN A BAG
- 34) SONY DD PLAYER
- 35) APEX CD PLAYER IN BLK BAG
- 36) PLAYSTATION 3 CONSOLES
- 37) DEWALT BAG
- 38) TOOLS BOXES
- 39) TOOLS
- 40) PHILIPS TV
- 41) MARYKAY MAKEUP AND LOTIONS
- 42) MISC. CHARGERS/CALCULATOR
- 43) AT&T GO PHONE
- 44) ZMADA CAMERA
- 45) TELESCOPE
- 46) BOW
- 47) TOOLS
- 48) Tool bag w/tools
- 49) GOLF BAGS
- 50) AMPLIFIER
- 51) GAS CAN
- 52) eclipse speaker
- 53) battery charger
- 54) punch set tool
- 55) hand sander tool
- 56) craftsman tool
- 57) cordless tool
- 58) makita tool
- 59) ingersoll rand tool
- 60) pentax camera
- 61) speaker box
- 62) magnet finder
- 63) router
- 64) Polaris parts
- 65) TV
- 66) Helmet
- 67) Misc. Tools
- 68) Polishing wheels
- 69) polishing compound
- 70) polishing bricks
- 71) grinder (2)
- 72) Phillips TV
- 73) Toshiba TV 40"
- 74) 84 bicycles

AGENDA

ITEM

NO. 10



CH2M
322 East Front Street
Suite 200
Boise, ID 83702
O +1 208.383.6425
F +1 208.472.7021
www.ch2m.com

Mr. Arlyn Rasmussen
City of Pocatello
Sanitation Department
P.O. Box 4169
Pocatello, ID 83205

March 24, 2016

Subject: Pocatello Creek Landfill Groundwater Monitoring, 2016

Dear Arlyn,

CH2M HILL Engineers, Inc. (CH2M) is pleased to submit this proposal for continuing groundwater monitoring services at the Pocatello Creek landfill as you requested. As we discussed, we will renew our term agreement with the City, which expired after the 2014 monitoring and reporting, and provide these services under the renewed agreement (standard agreement attached to this proposal). In the past we have performed these activities on an annual basis but under direction from Idaho DEQ you are only required to perform the monitoring every other year. This proposal is for 2016 only.

As you requested we've broken the effort in to two components:

1. Field data collection and laboratory analysis
2. Monitoring report

Field Data Collection and Laboratory Analysis

A qualified geologist or environmental engineer will visit the Pocatello Creek site and collect samples from the existing wells in the spring (April or May). Samples will be collected from 7 wells using the same protocol as in previous years, with purge water from the wells being disposed of on site. Samples will be logged with chain of custody forms and delivered to an independent laboratory for testing. Test will consist of:

- Total Metals EPA - 6020
- Dissolved Metals EPA - 6020
- Chloride – EPA 300.0
- Sulfate – EPA 300.0
- TDS – SM2540C
- VOCs – EPA 8260

Monitoring Report

When the laboratory report has been returned the results will be reviewed and compared to previous years to continue the trend reporting of both Volatile Organic Compounds and Secondary Inorganic Compounds. A summary report will be prepared and submitted to the City and Idaho Department of Environmental Quality outlining the results of the testing.

Level of Effort

The scope of work has been split into two components at your request as shown below.

Price Breakdown

Component	Labor	Travel	Equipment Rent	Lab	Shipping & Misc.	Total
Field Data Collection	\$4,095	\$580	\$750	\$1,300	\$775	\$7,500
Monitoring Report	\$2,395				\$17	\$2,412
Total	\$6,490	\$580	\$750	\$1,300	\$792	\$9,912

In our phone call of March 29 you indicated that there were potential landowner issues with the continued use of well #15. For the purposes of this groundwater monitoring scope, CH2M assumes that access will be provided to our staff for the sampling event. CH2M staff will contact the City 48 hours prior to the sampling event to arrange for picking up a gate key or meeting at the entrance gate to secure access. If our assistance is required to secure a formal access agreement or otherwise coordinate continued use, replacement, or future abandonment of the well, this proposal will be amended to include any additional tasks.

As in past years, Greg Warren of our office will be managing the technical services under this proposal. We appreciate the opportunity to continue our service to the City of Pocatello. Please feel free to call the undersigned if you have any questions regarding this proposal.

Regards,
CH2M HILL Engineers, Inc.



Jeff Osterman, P.E.
U. S. Sales Manager



Mark Bowen, P.E.
VP – Area Office Manager



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

CH2M HILL'S OFFICE ADDRESS: 322 Front East Street, Suite 200 Boise, ID 83702

CH2M HILL'S PROJECT NO.: _____

PROJECT NAME: Pocatello Creek Landfill Groundwater Monitoring 2016

CLIENT: City of Pocatello

CLIENT'S ADDRESS: P.O. Box 4169 Pocatello, ID 83205

CLIENT requests and authorizes CH2M HILL ENGINEERS, INC. (hereinafter "CH2M HILL") to perform the following Services:

Scope of Services

Perform groundwater monitoring and reporting as per the attached proposal.

Compensation

Compensation by CLIENT to CH2M HILL will be on the basis of lump sum per the attached proposal.

Schedule

Monitoring will be in May 2016 with reporting completed approximately 2 weeks after receipt of the analytical results.

Other Terms

N/A

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

CLIENT:

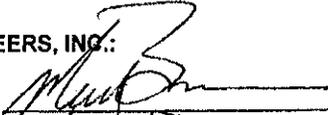
Signature _____

Name (printed) _____

Title _____

Date _____

CH2M HILL ENGINEERS, INC.:

Signature 

Name (printed) MIKE BRIEN

Title VP Area Manager

Date 4/7/16

PROVISIONS

1. Authorization to Proceed

Execution of this AGREEMENT by CLIENT will be authorization for CH2M HILL to proceed with the Services, unless otherwise provided for in this AGREEMENT.

2. Salary Costs

~~CH2M HILL's and its affiliated companies' Salary Costs, when the basis of compensation, are the amount of wages or salaries paid CH2M HILL employees for work directly performed on the Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.~~

3. Per Diem Rates

~~CH2M HILL's and its affiliated companies' Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on the Project by CH2M HILL employees. These rates are contained in the COMPENSATION section on Page 1 and are subject to a 4% annual calendar year escalation/adjustment.~~

4. Subcontracts and Direct Expenses

~~When Services are performed on a cost reimbursement basis, a markup of _____ percent will be applied to subcontracts and outside services and a markup of _____ percent will be applied to Direct Expenses. For purposes of this AGREEMENT, Direct Expenses are defined to include those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals, lodging, shipping, equipment and supplies; (2) CH2M HILL's current standard rate charges for direct use of CH2M HILL's vehicles, laboratory test and analysis, and certain field equipment; and (3) CH2M HILL's standard project charges for computing systems, and health and safety requirements of OSHA.~~

~~All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to CH2M HILL's compensation when invoicing CLIENT.~~

5. Cost Opinions

Any cost opinions or Project economic evaluations provided by CH2M HILL will be on a basis of experience and judgment, but, since CH2M HILL has no control over market conditions or bidding procedures, CH2M HILL cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

6. Standard of Care

The standard of care applicable to CH2M HILL's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time CH2M HILL's services are performed. CH2M HILL will re-perform any services not meeting this standard without additional compensation.

7. Termination

This AGREEMENT may be terminated for convenience on 30 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, CH2M HILL will be paid for all authorized work performed up to the termination date, ~~plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.~~

8. Payment to CH2M HILL

Monthly invoices will be issued by CH2M HILL for all Services performed under this AGREEMENT. CLIENT shall pay each invoice within 30 days. Interest at a rate of 1-1/2 percent per month will be charged on all past-due amounts.

In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in disputing any bill or

portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

9. Limitation of Liability

CH2M HILL's liability for CLIENT's damages will, in the aggregate, not exceed \$100,000. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it or referenced by it. In no event shall CH2M HILL, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CLIENT or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or CH2M HILL's performance or non-performance of services pursuant to this Agreement.

Limitations of liability provided herein will apply whether CH2M HILL's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include CH2M HILL's officers, affiliated corporations, employees, and subcontractors.

10. Severability and Survival

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.

11. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CH2M HILL and has no third party beneficiaries except as provided in Provision 10.

12. Materials and Samples

Any items, substances, materials, or samples removed from the Project site for testing, analysis, or other evaluation will be returned to the Project site unless agreed to otherwise. CLIENT recognizes and agrees that CH2M HILL is acting as a bailee and at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.

13. Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.

14. Integration

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT.

15. Force Majeure

If performance of the Services is affected by causes beyond CH2M HILL's reasonable control, project schedule and compensation shall be equitably adjusted.

16. Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

17. Changes

CLIENT may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect CH2M HILL's cost or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

AGENDA

ITEM

NO. 11

USE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of April 2016, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as the City, and Zach Sutton, d/b/a Idaho Select Baseball, hereinafter referred to as ISB.

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

WHEREAS, ISB is conducting a youth baseball league April through August 2016 and wishes to use the City baseball fields to conduct this league; 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 ISB to use the following fields to conduct its league: Ross Park (3 fields), NOP Park (5 fields), O.K. Ward (2 fields). Open fields will be available to ISB after all Bannock Baseball practices and games have been scheduled through the Team Sports Office located at the City of Pocatello Parks and Recreation Department.

2. Term. The term of this Agreement shall be April 1, 2016 to August 31, 2016.

3. Rental. The rental fee for use of the fields for the league will be as follows:

A. Ross Park - \$20.00 per game per day;

B. O.K. Ward Park - \$20.00 per game per day;

C. NOP Park (baseball fields) - \$20.00 per game per day.

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 ISB 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 and plumbing. ISB must maintain the playing fields in acceptable condition and provide its own bases, chalk, chalk applicators, rakes, shovels, etc. ISB

agrees that upon completion of events sponsored by ISB, that ISB 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 league; 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. ISB agrees to promptly make any needed repairs to the facilities should damage to said facilities occur during use by ISB. ISB 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. ISB shall strictly comply with all federal, state, and local laws, rules, regulations, and ordinances. Further, ISB 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. ISB 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 ISB granted herein, or by any of ISB's employees, agents, invitees, or any other person acting on behalf of ISB. The City hereby agrees to fully indemnify and hold harmless, and agrees to protect and defend at their own cost and expense, ISB from and against any and all risks, suits, damages, judgments, expenses, claims, settlements, or liabilities which ISB 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, ISB shall maintain insurance coverage as follows:

A. ISB 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 ISB's insurance carrier as a covered entity under the terms of said policy. Moreover, ISB is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with ISB without first giving the City of Pocatello, at least thirty (30) days written notice.

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

C. If applicable, ISB 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." ISB'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 ISB 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: Zach Sutton
d/b/a Idaho Select Baseball
567 Englewood
Rexburg, ID 83440

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

APPROVED BY LEGAL

Date 4/1/16 Atty By Sec

Comments _____

Brian C. Blad, Mayor

ATTEST:

Ruth E. Whitworth, City Clerk

USER:

Zach Sutton
d/b/a Idaho Select Baseball

STATE OF IDAHO)
 ss:
County of _____)

On this _____ day of April 2016, before me, the undersigned, a Notary Public in and for the State, personally appeared Zach Sutton, d/b/a Idaho Select 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 IDAHO
Residing in _____
My commission expires: _____

AGENDA

ITEM

NO. 12

CONCESSION LICENSE AGREEMENT

THIS CONCESSION LICENSE AGREEMENT is made and entered into this 21st day of April 2016, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as "City", and FORE Golf, Inc., an Idaho Corporation, hereinafter referred to as "Concessionaire".

WITNESSETH:

WHEREAS, the City owns and operates the Watkins Rainbow Park Softball Complex within NOP Park in Pocatello; and

WHEREAS, the parties entered into one-year Concession License Agreements for the 2014 and 2015 softball seasons to provide merchandise and services for the convenience and welfare of the users of these facilities; and

WHEREAS, the Concessionaire satisfactorily provided such services for the 2014 and 2015 seasons and desires to exercise its option for an additional season.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Concession. The City does grant to the Concessionaire the right, and the Concessionaire does accept from the City the right, to operate food and beverage concessions at the site known as N.O.P. Park, 700 W. Eldredge Road, Pocatello, Idaho. Concessionaire shall have an exclusive right at this location.

2. Purpose. The Concessionaire agrees to sell on the concession site food, beverages (including soft drinks, beer, and wine), tobacco products, candy, bottled water, and other such refreshments.

3. Term. This Agreement shall be effective on the 1st day of May, 2016, and shall expire on the 31st day of October 2016, unless sooner terminated as otherwise provided. Concessionaire shall have the right to renew this Agreement for the 2017 season, provided the terms of the renewal can be agreed upon between the parties.

4. Compensation to be paid to the City. The Concessionaire agrees to pay to the City twenty-five percent (25%) of the net receipts from all sales at the concession site. Payment is due no later than October 31, 2016, and shall be accompanied with a profit-and-loss statement in such detail as may be required by the City. For the purposes of this Agreement "sales" shall include receipts from food, beverages, tobacco products, candy, bottled water, clothing, or other goods and items sold at the ballpark.

5. Fixtures, Furnishings, and Equipment. The License granted hereunder includes the right to manage and use the concession facilities, fixtures, furnishings, and equipment owned by the City and currently located on the premises. Said furnishings and equipment are listed in Exhibit "A" attached hereto and incorporated herein. The Concessionaire shall provide all additional fixtures, furnishings, equipment, or personal property it feels is necessary for the operation of the concession not set out on Exhibit "A." The Concessionaire agrees to return the premises and fixtures, furnishings, and equipment not owned by the Concessionaire to the City in a condition as good as, or better than, when accepted by the Concessionaire, reasonable wear and tear excepted therefrom.

6. Sanitation. The Concessionaire shall keep the concession areas in a clean, sanitary, and orderly condition and conduct the concession strictly in accordance with the requirements of the Health Department of the State of Idaho. All janitorial services necessary in the concession area shall be the responsibility of the Concessionaire. The City Sanitation

Department will dispose of trash collected by the Concessionaire from concession areas and deposited in containers as designated by the City.

7. City's Right to Maintain Premises. The City reserves the right to enter upon the Concession premises at any reasonable time in order to ensure compliance with the terms of this Concession License. The City reserves the right to inspect, investigate, and survey the Concession premises as deemed necessary, and reserves the right to do any and all work of any nature necessary for preservation, maintenance, and operation of the premises. The Concessionaire shall be liable for all expenses incurred by the City for work done by the City in order to preserve, maintain, and operate the Concession premises when such work is the result of the Concessionaire's negligence or non-compliance with the terms of this Concession License.

8. Utility Service Payments. The City shall pay all charges for electricity, water, sewer service, and one-half of the garbage collection service provided to the concession premises. The Concessionaire shall pay all charges for business telephones, telephone answering services, and propane fuel for grill operating, as well as one-half of the garbage collection service fees. Concessionaire further agrees to pay for the annual maintenance of the grill and grill hood located on the premises.

9. Compliance with Laws. The Concessionaire shall strictly comply with all federal, state, and local laws, rules, regulations, and ordinances, including those governing the handling or sale of beer and wine.

10. Indemnification and Hold Harmless. The Concessionaire 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 the Concessionaire granted herein, or by any of the Concessionaire's employees, agents, invitees, or any other person acting on behalf of the Concessionaire. The City hereby agrees to fully indemnify and hold harmless, and agrees to protect and defend at their own cost and expense, the Concessionaire from and against any and all risks, suits, damages, judgments, expenses, claims, settlements or liabilities which the Concessionaire 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 operations not otherwise granted to Concessionaire herein.

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

A. Concessionaire 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 Concessionaire's insurance carrier as a covered entity under the terms of said policy. Moreover, Concessionaire is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with Concessionaire without first giving the City of Pocatello, at least thirty (30) days written notice.

B. Concessionaire shall purchase personal property insurance in an amount sufficient to insure any and all Concessionaire's personal property which might be used in Concessionaire's operation of the business or which might be present at Watkins Rainbow Park Softball

Complex within NOP Park. Concessionaire understands that the City does not provide insurance coverage for Concessionaire's personal property or equipment.

C. If applicable, the USER shall provide Worker's Compensation insurance in accordance with the applicable provisions of Idaho Code for his employees and furnish the City Clerk with satisfactory proof that such insurance is in effect.

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 Agreement. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section 10 "Indemnification and Hold Harmless." Concessionaire's failure to maintain insurance shall be a basis for immediate termination of this Agreement.

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

13. Operating Hours. The Concessionaire shall operate the concession during all regular softball league games as scheduled and during weekend tournaments as scheduled, which schedule shall be provided to the City at least two (2) weeks in advance. The Concessionaire shall operate this concession personally or shall employ sufficient and qualified personnel to operate the concession in a businesslike manner.

14. No Outside Food or Beverage Policy. The City shall support the "no outside food or beverage" policy within the N.O.P. Park Softball and Baseball Complex. The City shall maintain signage advising the public of this Policy.

15. Concessionaire's Independent Contractor Status. It is understood and acknowledged by the parties that the relationship of the Concessionaire to the City is that of an independent contractor. The Concessionaire shall have no authority to employ any person as

an employee or agent for or on behalf of the City for any purpose. Neither the Concessionaire nor any person engaging in any work relating to this concession at the request of or with the consent of the Concessionaire shall be deemed an employee or agent of the City, nor shall any such person or persons represent himself, herself, or themselves to others as an employee or agent of the City.

When ordering any goods or services for this concession, the Concessionaire shall place such order in its own name or business name and not in the name of the City. The Concessionaire shall notify its vendors of the independent relationship between the parties to this Concession License and shall advise its vendors that the Concessionaire is solely responsible for the goods or services purchased.

16. Inspection of Records. Concessionaire shall keep accurate records of all sales and receipts in accordance with such bookkeeping systems as the City may approve. The City shall have the right to inspect the books, records, and inventories of the Concessionaire at any reasonable time.

17. Non-Assignment. This Concession License Agreement shall not be assigned in whole or in part nor shall the concession premises or any part thereof be sublicensed, nor shall any right or privilege herein granted to the Concessionaire be sold, transferred or assigned.

18. Modifications of License. This Concession License Agreement sets forth all of the agreements between the parties hereto, and no change, modification, or amendment thereof shall be valid and binding unless set forth in writing and signed by the City and by the Concessionaire.

19. Termination for Breach or Default.

A. If, in the judgment of the City, the Concessionaire breaches or is in default of any term of this Concession License Agreement, the City shall give the Concessionaire written

notice specifying with reasonable particularity the unsatisfactory performance or default. If such breach or default is capable of being remedied and the Concessionaire fails or refuses to remedy such unsatisfactory performance or default within fifteen (15) days after receipt of said notice, the City may terminate this Concession License Agreement. If such breach or default is incapable of being remedied, the City may terminate the Concession License Agreement granted herein upon written notice to Concessionaire of the breach or default.

B. If, in the judgment of the Concessionaire, the City breaches or is in default of any term of this Concession License Agreement, the Concessionaire shall give the City written notice specifying with reasonable particularity the unsatisfactory performance or default. If such breach or default is capable of being remedied and the City fails or refuses to remedy such unsatisfactory performance or default within fifteen (15) days after receipt of said notice, the Concessionaire may terminate this Agreement upon written notice to the City or may seek whatever remedy is available at law or in equity.

20. Non-Waiver of Breach. The waiver by either party of any breach by the other party of any provision contained in this Concession License Agreement shall not be deemed to be a waiver of such provision or any subsequent breach of the same. The acceptance of any payment by the City shall not be deemed to be a waiver of any prior occurring breach by the Concessionaire regardless of knowledge by the City of such prior existing breach at the time of accepting such payment.

21. Notice. All notices required under this Agreement shall be made in writing and shall be deemed served when delivered personally or when deposited in the United States Mail with adequate postage to the following addressees:

TO THE CITY:

Director of Parks and Recreation
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205-4169

TO THE CONCESSIONAIRE: FORE Golf, Inc.
 c/o Jerold D. Myler
 7747 Prospector Hollow
 Pocatello, ID 83201

22. Renovations and Improvement. Concessionaire shall not undertake any renovations, modifications, or improvements to the concession facilities without the prior written consent of the Parks & Recreation Director. In the event Concessionaire makes improvements, renovates or attaches fixtures to the concession premises, such renovations, improvements and fixtures shall become the property of the City upon the termination of this Concession License Agreement.

23. Writing is Entire Agreement. This Concession License Agreement constitutes the entire agreement between the parties. No evidence of any prior or contemporaneous agreements, written or oral, may be used to modify the express terms of this writing.

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

25. Severability. That if any provision or portion of any provision of this Concession License 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.

26. Corporate Authority. Any individual or individuals executing the within document on behalf of any corporation which is a party hereto, hereby acknowledge and represent that he, she, or they have the power and authority to so bind the corporate authority, and that such authority was conferred by an act of the Board of Directors of such corporate authority, unless the binding of any such corporation is within the power of the person or persons executing this document on such corporation's behalf. In the event that the party or parties executing this

document on behalf of any corporate party hereto, do not have authority to so bind the corporation for any cause or reason, then such person or persons shall be personally liable under the terms hereof.

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

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

CITY OF POCA TELLO, a
municipal corporation of Idaho

Brian C. Blad, Mayor

ATTEST:

Ruth E. Whitworth, City Clerk

CONCESSIONAIRE

FORE GOLF, INC.
an Idaho corporation

Greg Allbright, President

APPROVED BY LEGAL

Date 4/15/16 Atty B. Ger

Comments _____

EXHIBIT "A"

Existing City Equipment

1. Walk-In Cooler (1)
2. Upright Freezer (1)
3. Refrigerator (1)
4. Deep-fat Fryer (1)
5. Grill w/Hood (1)
6. Sink (1)
7. Concession Building

AGENDA

ITEM

NO. 13

**LICENSE AGREEMENT FOR USE & MAINTENANCE OF
BILL DERHAM MEMORIAL FIELD AT HALLIWELL PARK**

This AGREEMENT is made and entered into as of the 21st day of April, 2016, by and between the City of Pocatello, an Idaho municipal corporation, hereinafter "City," and Terry D. and Erica Fredrickson d/b/a as Gate City Grays, hereinafter "Grays Baseball."

WITNESSETH:

WHEREAS, the City operates and controls the use of Bill Derham Memorial Field at Halliwell Park, hereinafter "Bill Derham Memorial Field;"

WHEREAS, Grays Baseball desires to use Bill Derham Memorial Field during its summer baseball season;

WHEREAS, the City and Grays Baseball desire to memorialize their agreement for the maintenance and use of the Bill Derham Memorial Field;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the City and Grays Baseball hereby agree to the following:

1. **LICENSE.** The City hereby grants to Grays Baseball and its guests and invitees, non-exclusive license to use Bill Derham Memorial Field located at 1100 West Alameda Road, Pocatello, Idaho, for the summer season. The City shall have the right to schedule other events (including baseball) at Bill Derham Memorial Field during this term so long as said events do not conflict with Grays Baseball previously scheduled events. Although Grays Baseball season begins May 1, Grays Baseball recognizes their use is secondary to School District 25 and Legion Baseball. School District 25 has a priority use of the facility until the end of the high school baseball season; thereafter, Legion Baseball's license for the use of the facility has a priority. Grays Baseball should work with Legion Baseball to schedule its usage of the facility.

2. **TERM.** The term of this License Agreement shall be from May 1, 2016 until August 31, 2016.

3. **PREMISES.** The premises Grays Baseball shall be entitled to use pursuant to the terms of this license are the Bill Derham Memorial Field facilities including, the playing field, restrooms, spectator stands, bleachers, announcers and scorekeeper's booth, and the parking lots. Grays Baseball shall have no access to the locker rooms, manager's outbuilding, equipment shed, or concession stands. The public address system, scoreboard and controls are owned by Legion Baseball and Legion Baseball has exclusive use of these systems. Grays Baseball must work with Legion Baseball to gain consent to use Legion Baseball owned systems. In addition, Grays Baseball understands that Legion Baseball has the exclusive right to sell and place advertisements within the facility.

4. **MAINTENANCE BY THE CITY.** During this license period, the City shall continue to provide water to irrigate the ball field grass areas, operate and maintain the automated sprinkler system installed at the ball field, and mow the grass areas on a regular basis.

5. **RENOVATION AND IMPROVEMENTS.** Grays Baseball shall not renovate or undertake major improvement to Bill Derham Memorial Field without prior written consent of the City.

6. **UTILITIES AND LIGHT CHARGES.** For the term of this License Agreement, the City shall be responsible for payment of all utility charges and costs associated with Bill Derham Memorial Field.

7. **RESERVATION OF USE FOR SCHOOL DISTRICT 25.** The parties agree and understand that School District 25, under separate agreement, has the use of Bill Derham Memorial Field for its high school baseball program from approximately March 1 through May 31st of each year. During the overlap period of the City's License and Use Agreements with School District 25 and Grays Baseball, May 1st through May 31st of each year, School District 25 shall have first right to use the facility. Grays Baseball must have approval from School District 25 for Gray Baseball's usage of Bill Derham Memorial Field during that time.

8. **RESERVATION OF USE FOR LEGION BASEBALL.** The parties agree and understand that the Pocatello American Legion Baseball Association, under a separate agreement, has the use of Bill Derham Memorial Field for its legion baseball summer season from May 15th to August 15th. During the overlap period of the City's License and Use Agreements with Grays Baseball and Legion Baseball, May 31st to August 15th, Legion Baseball has superior use of the facility. Grays Baseball must have approval from Legion Baseball for usage of Bill Derham Memorial Field.

9. **TERMS OF USE.**

a. **Maintenance.** During Grays Baseball use, the City will continue its regular maintenance of Bill Derham Memorial Field. However, Grays Baseball will be required to maintain the playability of the baseball field for its own use, i.e. prepare the infield, the pitcher's mound, place the bases and mark the foul lines and the batter's boxes. Additionally, Grays Baseball will be required to clean and maintain the restrooms, dugouts, scorer's room, and spectators' seating areas, and to maintain the premises in a clean, sanitary and orderly condition before and after each Grays Baseball use of the facilities.

b. **Repairs.** Grays Baseball agrees to promptly make any needed repairs to the facilities should any damage to said facilities occur during the use of the facilities by Grays Baseball. In so restoring said facilities, Grays Baseball agrees to promptly make the needed repairs at its own expense, after first obtaining approval and written consent from the City. Such facilities shall include but are not limited to: fences, bleachers, restrooms, dugouts, and scorer's room. Any repairs or improvements made by and at the expense of Grays Baseball

to Bill Derham Memorial Field shall become the property of the City upon termination of this license Agreement.

c. **Concessions.** Grays Baseball will not have access to the concessions areas at Bill Derham Memorial Field. Any concessions by the Grays Baseball will be by a concessionaire contracted by Grays Baseball and will not have access to any of the concession areas at Bill Derham Memorial Field without the express written consent of Legion Baseball.

d. **Alcohol.** If alcohol is to be consumed or served on the premises during any event, Grays Baseball will provide adequate security personnel/staffing to ensure compliance with all City, Bannock County, and State liquor laws. In the event Grays Baseball decides to apply for a beer permit through the Pocatello Police Department, the City shall waive its alcohol permit fees for the term of this agreement.

e. **Access.** The City shall provide Grays Baseball with a key or lock combination to enable Grays Baseball to have convenient access to Bill Derham Memorial Field and Grays Baseball will be responsible for securing Bill Derham Memorial Field after each use, which shall include but not be limited to locking all doors and gates, turning off lights, ensuring parking areas have been secured and all patrons, players and spectators have left the premises.

f. **Close of Season.** At the end of the season, Grays Baseball shall take all necessary measures to leave the premises in as good of condition as it was received, reasonable wear and tear excluded. Grays Baseball shall have seven (7) days post-season in which to clean and restore the premises.

10. **ASSIGNMENT.** Grays Baseball agrees that the City may assign, rent, or grant the use of Bill Derham Memorial Field to such other organizations and under such terms and conditions as the City may require, so long as such does not conflict with Grays Baseball scheduled games during the term of this License Agreement.

11. **NO TRANSFER OR SALE.** Grays Baseball shall not sell, assign, transfer or convey any of its interests in this License Agreement to another person, entity or organization, without the written consent of the City.

12. **INDEMNIFICATION AND HOLD HARMLESS.** Grays Baseball 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, damages, 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 the injury or death of any person or persons, or loss or damage of any property, arising out of or in connection with the activities of Grays Baseball under the License Agreement granted herein, or by any of Grays Baseball's employees, agents, invitees, or any other person acting on its behalf.

The City hereby agrees to fully indemnify and hold harmless, and agrees to protect and defend, at its own cost and expense, Grays Baseball from and against any and all risks, suits, damages, judgments, expenses, claims, settlements, or liabilities which Grays Baseball may incur or become liable for as a result of the 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 activities and maintenance at Bill Derham Memorial Field.

13. **INSURANCE COMPLIANCE.** In order to effectuate the foregoing indemnification provisions, Grays Baseball shall maintain insurance coverage as follows:

A. Grays Baseball 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 Grays Baseball's insurance carrier as a covered entity under the terms of said policy. Moreover, Grays Baseball is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with Grays Baseball without first giving the City of Pocatello, at least thirty (30) days written notice.

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

C. If applicable, the USER shall provide Worker's Compensation insurance in accordance with the applicable provisions of Idaho Code for his employees and furnish the City Clerk with satisfactory proof that such insurance is in effect.

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 License Agreement. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section 11 "Indemnification and Hold Harmless." Grays Baseball's failure to maintain insurance shall be a basis for immediate termination of this License Agreement.

14. **DESTRUCTION OF THE PREMISES.** In the event said structures and facilities are destroyed, this License Agreement for Use & Maintenance of Bill Derham Memorial Field shall be deemed terminated.

15. **BREACH.** In the event either party neglects or fails to perform any of the agreements herein contained, then the non-defaulting party shall give written notice to the defaulting party and demand that said breach be cured within seven (7) days. If the breaching party fails to cure the default within seven (7) days, then, along with other available remedies, the non-breaching party shall have the right to perform said duties and cure the breach. In such event, the non-breaching party will be entitled to be reimbursed for the actual costs incurred by it to cure the breach.

16. **ATTORNEY'S FEES AND COSTS.** In the event either party incurs legal expenses to enforce the terms and conditions of this agreement, the prevailing party shall be entitled to recover attorney's fees in the amount of \$225.00 per hour and costs incurred, regardless of whether a lawsuit is filed.

17. **NON-WAIVER OF DEFAULT.** Failure by the City or Grays Baseball to require the performance of the other under the terms and conditions of this Agreement shall not affect the City's nor Grays Baseball right to subsequently enforce the same. Further, a waiver of default shall not be construed to be a waiver of any succeeding default or a waiver of this clause. To be effective any waiver by the City or Grays Baseball must be in writing.

18. **MERGER.** This writing represents the entire agreement between the parties regarding this License Agreement for Use & Maintenance of Bill Derham Memorial Field. No prior promises, representations, or agreements, written or oral, shall amend, change, or add to any of the expressed provisions herein contained.

19. **CONSTRUCTION.** This Agreement shall be construed pursuant to the laws of the State of Idaho. The venue for any lawsuit to enforce the terms of this Agreement shall be the Idaho State District Court, Bannock County. For the purpose of construing or interpreting this Agreement, this Agreement shall be deemed to have been drafted equally by the City and Grays Baseball.

20. **BINDING EFFECT.** The City and Grays Baseball intend that the provisions of this Agreement shall be binding upon and inure to the benefit of the other party, its insurers, its respective agents, employees, representatives, successors, and assigns.

21. **PAYMENT.** Except for the mutual maintenance responsibilities and other terms and conditions of this agreement, no consideration shall be required from Grays Baseball for the use of Bill Derham Memorial Field.

22. **NOTICES.** All notices under this 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:

Legal Department
City of Pocatello
P.O. Box 4169
Pocatello, Idaho 83205.

The Gate City Grays
Attn: Terry D. and Erica Fredrickson
33 Riverside Drive
Pocatello, ID 83204

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

23. **CORPORATE AUTHORITY.** Any individual or individuals executing the within document on behalf of any corporation which is a party hereto, hereby

acknowledge and represent that he, she, or they have the power and authority to so bind the corporate authority, and that such authority was conferred by an act of the Board of Directors of such corporate authority, unless the binding of any such corporation is within the power of the person or persons executing this document on such corporation's behalf. In the event that the party or parties executing this document on behalf of any corporate party hereto, do not have authority to so bind the corporation for any cause or reason, then such person or persons shall be personally liable under the terms hereof.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed by their duly authorized representatives the day and year first-above written.

CITY OF POCA TELLO
a municipal corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH WHITWORTH, City Clerk

APPROVED BY LEGAL

Date 4/14/16 Atty By Sa

Comments _____

By _____
Terry D. Fredrickson, d/b/a Gate City Grays

By _____
Erica Fredrickson, d/b/a Gate City Grays

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 Terry D. and Erica Fredrickson, d/b/a Gate City Grays, who executed the foregoing instrument and acknowledged to me that they 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

USE AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of April, 2016, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as the City; and the Aztec Soccer League, hereinafter referred to as the USER.

WHEREAS, the City, in its park system, owns various fields for sporting events throughout the City; and

WHEREAS, the USER conducts an adult soccer program and wishes to use the City's O.K. Ward Park field area to play league games; and

WHEREAS, the City wishes to support the USER in providing these worthwhile adult recreation programs; 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 the USER to use the O.K. Ward Park field area for league games.

2. Term. The term of this Agreement shall be the months of May through August, 2016. Access to the fields will be allowed on Sundays between the hours of 9:00 a.m. to 2:00 p.m. during the term of this agreement.

3. Compensation to City. The USER agrees to pay the City forty dollars (\$40.00) per day for games. Any use of O.K. Ward Park shelter area shall require proper application and payment of applicable use fees by the USER.

4. Care of the Premises. There will be additional charges if additional garbage service and portable toilets are deemed necessary by the City. These charges will be billed directly to the USER by the service provider or 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. The USER must maintain the playing fields in acceptable condition and provide its goals, field marking, and field marking equipment. The USER will be required to remove the soccer goals immediately after any scheduled game(s), unless other arrangements are made with the Parks and Recreation Director. In the event the City determines that any scheduled game(s) could cause significant damage to the turf quality of the Park or be a safety issue to the participants, the City, at its sole discretion, may cancel or delay the scheduled game(s). The USER agrees that upon completion of any scheduled game(s), the USER shall arrange to have all facilities, including restrooms, cleaned and restored to their previous condition prior to the USER's use, ordinary wear and tear excepted. The USER shall monitor parking at the event and shall prohibit participants, officials, and spectators from driving and/or parking on turf areas. Parking shall be prohibited outside of the designated parking areas. All garbage cans will be dumped into large dumpsters, recyclable materials shall be placed in recycle bins where available, and required cleaning and restoration shall be accomplished without unreasonable delay following game activities. The USER agrees to promptly make any needed repairs to the facilities should damage to said facilities occur during use by the USER.

5. Compliance with Laws. The USER shall strictly comply with all federal, state, and local laws, rules, regulations, and ordinances. Further, the USER and all participants in its event agree to abide by the rules and regulations regarding use of the premises, and failure to

comply with said rules and regulations may result in suspension or termination of privileges to use the premises.

6. Indemnification. The USER shall have the responsibility for the safety of persons and property during its occupancy and use of the premises. The USER agrees to indemnify and hold harmless, and agrees to protect and defend at its 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 and or the USER, their 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 the USER granted herein, or by any of the USER's employees, agents, invitees, or any other person acting on behalf of the USER. The City hereby agrees to fully indemnify and hold harmless, and agrees to protect and defend at its own cost and expense, the USER from and against any and all risks, suits, damages, judgments, expenses, claims, settlements, or liabilities which the 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 and activities at the property.

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 airport premises.

C. If applicable, the USER shall provide Worker's Compensation insurance in accordance with the applicable provisions of Idaho Code for his employees and furnish the City Clerk with satisfactory proof that such insurance is in effect.

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." USER's failure to maintain insurance shall be a basis for immediate termination of this Use Agreement.

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

9. 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.

10. 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.

11. 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.

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

13. 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 the interest of any party to this Agreement on the basis that the party had primary responsibility for drafting the Agreement.

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 hereof 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. That all notices under this Agreement shall be deemed to be properly served if sent by first class mail, postage prepaid, to the last known address furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

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

USER: Enrique Atriano
Aztec Soccer League
657 West 5 South
Blackfoot, ID 83221

The date of service of such notice is hereby deemed to be the dated postmark of the United States Postal Service.

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

APPROVED BY LEGAL.
Date 4/6/16 Atty B. Blad
Comments _____

Brian C. Blad, Mayor

ATTEST:

Ruth E. Whitworth, City Clerk

USER:

Enrique Atriano, d/b/a
Aztec Soccer League

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 Enrique Atriano, d/b/a Aztec Soccer League, 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)

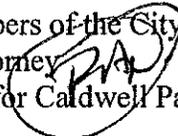
NOTARY PUBLIC FOR IDAHO
Residing in _____
My commission expires: _____

AGENDA

ITEM

NO. 15

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney 
RE: Ifft Grant Request for Trees for Caldwell Park (Parks)
DATE: February 24, 2015

I have reviewed the documents associated with the above-referenced grant application and they meets with my approval for the Mayor's signature once so authorized by the Council. The City of Pocatello has applied for, and received, similar grants in the past. This particular Grant is for \$8,842.00 from the Ifft Foundation. The overall plan, based on my review of the documents, is that the City Staff will provide some in-kind labor for the planting and maintenance of the trees.

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



[Go back to My Account](#)

Application ID 2940

[View Report](#)

1 of 1

Find | Next

Ifft Grant Cycle

Application Number: 2940

Application Status: CREATED

Date Created: 3/15/2016

Application Type: Proposal

Date Submitted: No Submit

Organization Legal Name (the organization's legal name under which it is incorporated or operates or by which it is recognized by the Internal Revenue Service (IRS)). Pocatello Neighborhood Housing Services, Inc.

"Also Known As" Name of Organization (Any common NeighborWorks Pocatello or "NWP" name the organization uses or is known by other than the legal name listed above).

Street/Mailing Address	206 N Arthur
City	Pocatello
State (ex. ID)	ID
Zip Code	83204

Organization Phone Number ex. (208)123-4567: (208)232-9468

Fax number for Organization ex. (208)123-4567: (208)232-9231

Website URL (address), if available www.nwpocatello.org

E-Mail address for Organization mdahlquist@nwpcatello.org

Title Executive Director

Prefix (Ms., Mr., etc.) Mr.

Grantee First Name Mark

Grantee Last Name Dahlquist

Grantee Phone ex. (208)123-4567: (208)232-9468

Grantee Fax Number ex. (208)123-4567: (208)232-9231

Grantee E-Mail Address: mdahlquist@nwpcatello.org

Select your Organization's tax status. If your 501 (C) 3

categories please utilize the next field to provide an explanation of your non-profit status.

If NO, explain how you qualify as a non-profit entity for the purpose of receiving grants, such as having a

fiscal sponsor to administer the grant on your behalf.

(Field Maximum: 250 Characters including spaces):

Tax ID EIN	82-0461673
Organization's Operating Budget	682428.00
Organization's Mission Statement (Field Maximum: 750 characters including spaces)	NeighborWorks Pocatello is a progressive alliance between residents, business, and government that revitalizes targeted areas by promoting affordable housing and community pride through the establishment of healthy neighborhoods.
List Organization's that provide similar service(s) to those provided by your Organization: (Field Maximum: 750 characters including spaces)	NeighborWorks Pocatello is the only organization in the community that concentrates its revitalization and beautification efforts in the older and centrally located neighborhoods of Pocatello.
What is the project budget?	8842.00
What amount are you requesting from the Idaho Community Foundation?	8842.00
Select the PRIMARY county served by this project.	Bannock
Identify any OTHER counties served by this project. (Field Maximum: 750 characters including spaces)	N/A
Select the Program Area that you believe most closely matches your request.	Public Projects
Complete the following sentence. If my organization is awarded a grant, the funds will be used to... (One sentence). For example: buy widgets for the science program. (Field Maximum: 250 characters including spaces)	Purchase several new trees that will be planted at Caldwell Park.
Provide a short, Executive Summary of your proposal. (Field Maximum: 1000 characters including spaces)	In October of 2014, NeighborWorks Pocatello completed construction and dedicated the NeighborWorks Pavilion at Caldwell Park. The new pavilion has brought an increase in activity at this important and highly visible community park that is located in the center of Pocatello with a major one-way arterial (Clark St) on the north side of the park and another major street (S. 8th) on the east side of the park leading to Idaho State University. Many of the mature trees at the park have reached the end end of their life span and have been removed or will soon be removed. Planting of new trees will add to the beautification of Caldwell Park and would be a great complement to the recently dedicated NeighborWorks Pavilion.
Describe the project. Include the following: Description of Project, explanation of need for the project and anticipated accomplishments of the project. (Field Maximum: 2000 characters including spaces)	Over the past five years, several older trees at Caldwell Park have succumbed to disease and have been removed. Several other trees are reaching the end of their life span and have recently had several large branches trimmed back and are in danger of being removed as well. The NeighborWorks Pavilion has added new life and viability to the park but the dwindling amount of shade and mature trees left there take away from its beauty and viability. Because of this, the organization has been working with the City of Pocatello Parks and Recreation Department to develop a plan to continue enhancing and beautifying the park and proposes to plant several new mature trees. There is a nursery in Rexburg that can supply four 20' tall Spruce trees, which include a two year warranty. In addition, eight more mature deciduous trees (4 to 5 inches in caliper) would be planted as well. Having several new mature trees at the park would instantly add viability and would replace holes that have been left by the removal of other mature trees that were planted several decades ago.
Provide information on the sustainability of the project (who is responsible for its success, plans for the future, etc.) (Field Maximum: 1000 characters)	The City of Pocatello maintains Caldwell Park and would maintain the new stock of trees. As indicated, the 20' tall Spruce trees carry a two year warranty. The City of Pocatello has used this tree vendor from

including spaces)

Rexburg in the past and has been very satisfied with the nurturing (and checking in on the trees periodically) as well as the long warranty that they offer. The Spruce trees from Rexburg would be removed with a large tree spade then shipped to Pocatello and transplanted.

Provide an itemized list of the expenditures related to this project and their respective costs. (Field Maximum: 1000 characters including spaces)

Four 20'to 25' Spruce Trees (4 @ \$1,400/ea) = \$5,600.
Three 4" caliper Emerald Queen Maple Trees (3 @ \$239/ea) = \$717.
Three 4" caliper Linden Trees (3 @ \$159/ea) = \$477.
Two 4-5" caliper Swamp White Oak Trees (2 @ \$224/ea) = \$448.
Shipping = \$1,600
TOTAL: \$8,842

Please list other funding sources, in-kind donations, or other support, if any, for the project and indicate whether they are committed or pending. (Field Maximum: 1000 characters including spaces)

The City of Pocatello Parks & Recreation Department will plant and maintain the trees and would work with the Rexburg vendor to have them transported. We have also confirmed from Alan Green at the City Parks & Recreation Department that a new restroom will be built at Caldwell Park during the summer of 2016, which will replace the portable "roto-rooter" toilet that currently exists. The new pavilion, new trees, and new restroom will greatly enhance and sustain this park well into the future. The park is already becoming much more popular since the pavilion was dedicated. The City of Pocatello's Environmental Fair was also relocated to Caldwell Park last year, which is another sign of how popular the park is becoming.

Briefly describe any plans for future funding, if applicable. (Field Maximum: 1000 characters including spaces)

N/A

If you do not receive the full amount of funding required, will you still go ahead with the project? If so, how will you fund it?(Field Maximum: 500 characters including spaces)

We would still go forward if a partial funding amount were received but wouldn't be able to plant as many new trees or would have to plant trees that are not as mature.

List the names and phone numbers of your organization's Board of Directors in the following format: Name (First and Last), (xxx)xxx-xxxx; Name (First and Last), (xxx)xxx-xxxx; etc. (Field Maximum: 1500 characters including spaces)

Robert Richway, (208)235-1888; Teena Rhoads, (208)232-8438; Larry Bell, (208)236-2960; Sarah Jackson, (208)251-3179; Rich Garvin, (208)233-1897; Mari Tusch, (208)232-6163; Dale Reavis, (208)241-6862; Sharolyn Belzer, (208)233-8167; Tracy Martin, (208)251-1315; Chanel Quirk, (208)206-9999; Julia Farrell, (208)234-0334; Craig Cooper, (208)233-4472.

Please indicate if you applied for a grant during the most recent ICF Eastern Region grant cycle and whether or not you were funded. If you did not apply, please explain.

We did not apply as we saw this grant as being a closer match to our project.



AGENDA

ITEM

NO. 16

USE AGREEMENT

THIS AGREEMENT is made and is effective as of the 22nd day of April, 2016, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as "the City"; and Special Olympics of Idaho, a non-profit corporation of Idaho, d/b/a, Gate City Special Olympics, hereinafter referred to as "Gate City."

WHEREAS, the City operates a recreational facility identified as the Community Recreation Center, which includes a pool which may be used for practices and other aquatic activities; and

WHEREAS, the parties wish to enter into a Use Agreement for the use of pool at the Community Recreation Center (hereinafter "Recreation Center");

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

1. Purpose. Gate City shall have exclusive use of the pool on Fridays from 7:00 p.m. to 8:00 p.m for swim practice. Gate City shall notify the Recreation Center at least one week in advance of any such exclusive days Gate City does not intend to use the pool. Any times set herein can be renegotiated and agreed to in writing between Gate City and the City Recreation Manager as determined necessary, and mutually agreeable to, by both parties. Any other use by Gate City of the Conference Room or other Recreation Center facilities shall be scheduled with the Recreation Center office and will be subject to the applicable rental fee.

2. Term. The term of this agreement shall be effective from April 22, 2016 to June 3, 2016.

3. Responsibilities of Gate City: Gate City agrees to provide a certified lifeguard in the pool area during all practice times. The name of the certified lifeguard and a copy of the

current certification must be provided to the City Recreation Manager prior to the first practice or the City will provide a certified lifeguard for the group at the higher rental rate (pursuant to paragraph 6 of this Agreement).

4. Compensation to City. Rent for use of the facilities from April 22, 2016 to June 3, 2016 shall be \$20/hour if a certified lifeguard is provided by Gate City. If the City must provide a certified lifeguard the rent will be \$30/hour. All payments shall be delivered to the City of Pocatello Finance office located at 911 N. 7th Avenue or mailed to PO Box 4169, Pocatello, Idaho 83205.

5. Care of the Premises. Gate City acknowledges that the Recreation Center pool is normally maintained at a temperature between 84° and 86° Fahrenheit. Occasional malfunctions may raise or lower the temperature beyond the comfort level for Gate City training. The City agrees to monitor the temperature and make prompt repairs in the event of a malfunction; Gate City acknowledges that alterations in temperature are not immediately adjustable and that no pro-rating of the rental fees will occur for time or days lost because of mechanical malfunctions or weather conditions.

6. Compliance with Laws. The Gate City shall strictly comply with all federal, state, and local laws, rules, regulations, and ordinances. Further, the Gate City and all participants in its event agree to abide by the rules and regulations regarding use of the premises, and failure to comply with said rules and regulations may result in suspension or termination of privileges to use the premises.

Any suspension or dismissal of a Gate City's member shall be the responsibility of the Gate City coach. Gate City shall inform the City of any such decision.

7. Indemnification and Hold Harmless. The Gate City shall have the responsibility for the safety of persons and property during Gate City's occupancy and use of the premises. The Gate City 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 related to the Gate City's use of the premises. The City hereby agrees to fully indemnify and hold harmless, and agrees to protect and defend at their own cost and expense, the Gate City from and against any and all risks, suits, damages, judgments, expenses, claims, settlements or liabilities which the Gate City 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 operations.

8. Insurance. In order to effectuate the foregoing indemnification provisions, Gate City shall maintain insurance coverage as follows:

A. Gate City 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 Gate City's insurance carrier as a covered entity under the terms of said policy. Moreover, Gate City is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with Gate City without first giving the City of Pocatello, at least thirty (30) days written notice.

B. Gate City shall purchase personal property insurance in an amount sufficient to insure any and all USER's personal property which might be used in Gate City's operation of the business or which might be present on the recreation center premises. Gate City understands that the City does not provide insurance coverage for Gate City's personal property or equipment.

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

9. Assignment. No right or obligation of this Agreement, nor right in the premises described herein, may be assigned, mortgaged, or subleased by the Gate City without written consent of the City.

10. Termination. This Agreement may be terminated by either party upon serving the other party thirty (30) days advance written notice of its intent to terminate this Agreement. If, in the judgment of the Parks & Recreation Director, the Gate City breaches or is in default of any terms of this Agreement, the City shall give the Gate City written notice specifying with reasonable particularity the unsatisfactory performance or default. If such breach or default is capable of being remedied and the Gate City 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.

11. 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.

12. 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.

13. 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 the interest of any party to this Agreement on the basis that the party had primary responsibility for drafting the Agreement.

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 hereof 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. That all notices under this Agreement shall be deemed to be properly served if sent by first class mail, postage prepaid, to the last known address furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

TO THE CITY:

Director of Parks and Recreation
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205-4169

USER:

Gate City Special Olympics
Attn: Lisa Baker
1485 Sierra Drive
Pocatello, ID 83201

The date of service of such notice is hereby deemed to be the dated postmark of the United States Postal Service.

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 4/14/16 Atty B See
Comments _____

GATE CITY SPECIAL OLYMPICS

LISA BAKER, LOCAL PROGRAM
COORDINATOR

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 Lisa Baker, known to me to be the Local Program Coordinator, respectively, of Gate City Special Olympics, who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

(SEAL)

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

AGENDA

ITEM

NO. 17

EXECUTIVE SUMMARY

TO: Mayor Blad and Council Members

FROM: Peter Pruett, Zoo Superintendent

RE: **Professional Service Contract with Kershaw Curb & Gutter, LLC**

DATE: April 21, 2016

Background

Site work for the Zoo Idaho Entrance Capital Improvement Project began November, 2015. Grading for the path and building site has been completed by the City of Pocatello Streets Dept. The remaining work for phase 1 includes the installation of the concrete ADA path, temporary millings path and landscaping.

Recommendation

Request for quotes for the installation of the concrete ADA path were sent to Kershaw Curb & Gutter, Conerstone Concrete and DCI. Results are as follows:

Kershaw Curb and Gutter	\$11,996.00
Conerstone Concrete	\$13,200.00
DCI	No reply
<i>Engineer's Estimate</i>	<i>\$13,000.00</i>

Kershaw Curb and Gutter is the lowest responsive bid at \$11,996.00 and is under the engineering estimate at \$13,000.00

Staff recommends that City Council accept the low responsive bid and authorize execution of the Contract Agreement between Kershaw Curb & Gutter and the City of Pocatello for the Zoo Idaho Entrance Capital Improvement Project in the amount of \$11,996.00 subject to Legal Department review. Funds are available within the FY16 Parks and Recreation Zoo Capital Improvement Budget.



PO BOX 2801
 POCATELLO, ID 83206
 PHONE: (208) 237-2371
 FAX: (208) 232-5237

Estimate

Date	Estimate #
4/1/2016	3466

Name / Address
ZOO IDAHO 3101 AVENUE OF THE CHIEFS POCATELLO, IDAHO 83204

KERSHAW CURB & GUTTER IS NOT RESPONSIBLE FOR PROJECT DELAYS DUE TO CONCRETE SHORTAGE

Public Works # 16005-A-4 Exp. 07/31/16 RCE-1789 Exp.12/14/16	Project ADA PATH CONC.
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Item	Description	Est.Qtys	Unit Price	Total
CONCRETE	4" STAMPED & COLORED CONCRETE PER SQ FT	160	8.25	1,320.00
CONCRETE	4" STANDARD 4" SIDEWALK PER SQ FT	2,080	4.20	8,736.00
CONCRETE	24" CURB & GUTTER PER LF	20	17.00	340.00
CONCRETE	2' X 4' YELLOW TRUNCATED DOMES PER EA	4	150.00	600.00
CONCRETE	2' X 2' CAST IRON TRUNCATED DOMES PER EA	8	125.00	1,000.00
<p>BID INCLUDES: FURNISH , PLACE & FINISH CONCRETE ITEMS LISTED ABOVE ON BASE PROVIDED BY OTHER.</p> <p>BID EXCLUDES: EXCAVATION , COMPACTION , BASE MATERIAL , TESTING , TRAFFIC CONTROL , HEAT & COVER , SURVEY AND ANYTHING NOT LISTED ABOVE.</p> <p>PRICE INCLUDES USE OF PUMP TRUCK TO MINIMIZE DAMAGE TO LANDSCAPE AREAS SEE PROVIDED INFO FOR COLORS AND STAMP RENTAL THAT IS INCLUDED IN THIS ESTIMATE</p> <p>***KERSHAW CURB & GUTTER IS NOT RESPONSIBLE FOR ANY TYPE OF WINTER PROTECTION, MATERIAL, OR LABOR***</p> <p>TOTAL CONTRACT AMOUNT TO BE DETERMINED BY COMPLETED QUANTITIES AS PER UNIT PRICES STATED ABOVE.</p> <p>NOTE: Mobilization has been considered to complete the Site Concrete. If additional moves are required due to project phasing or lack of site preparation upon arrival at requesting date, Contractor will be charged \$1500.00 per each additional mobilization. Ten working days notice is required for scheduling.</p> <p>In addition: Excess concrete used due to low grade will be charged at a rate of \$150.00 PER YARD.</p> <p>This proposal my be withdrawn by Kershaw Curb & Gutter if not accepted within 30 Days.</p>				

PLEASE CONTACT ADAM @ 406-7463 IF YOU HAVE ANY QUESTIONS REGARDING THIS ESTIMATE.

Total \$11,996.00

The above prices, specifications, and conditions are satisfactory and hereby accepted. Payment is to be made within 30 days in duration (less retention if applicable as per contract documents). Interest will accrue on the unpaid balance at eighteen percent (18%) per annum, together with all collections costs and attorney fees incurred to collect amount due.

Signature _____

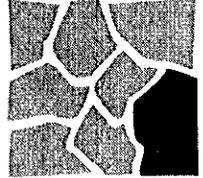
Date: ____ / ____ / ____

Cornerstone Concrete

944 W Alameda
 Pocatello, ID 83201

Project Manager ~ Owner
 Gabe Monroe
 208-406-3090

Estimate



CORNERSTONE

Name/Address
City of Pocatello 911 N 7th Pocatello, ID 83201

Current Licensures
City: B- 8180 State: RCE - 38992 Public Works: 006704-C-4

Date	Estimate No.	Project
04/01/16	324	Zoo Idaho

Description	Quantity	Cost	Total
1. R&R Concrete: 260'x8'		11,780.00	11,780.00
2. R&R C&S: 20'x8'		1,440.00	1,440.00

Pricing is based on the estimated quantities. A \$50 late fee and 3% interest will be added to all late payments.

Total	\$13,220.00
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Quality Expected ~ Quality Delivered

Date: March 28, 2016



TO: Kershaw Curb and Gutter

From: Peter Pruett, Zoo Superintendent

**RE: Zoo Entrance Project
ADA Path Concrete**

Project:

Zoo Idaho is seeking concrete contractors to pour an eight foot wide concrete path for the Zoo Entrance Capital Improvement project's ADA pathway. The quote should also include a 20 foot section of stamped concrete representing wood decking with appropriate coloration to mimic a wood bridge. The City of Pocatello will supply the gravel underlayment for the path and should not be included in the quote.

Scope of Work:

Concrete Path

- Concrete will meet the City of Pocatello right-of-way standards.
- 8 feet width
- 260 feet length
- 4 inch depth
- 20 feet stamped concrete with an agreed upon concrete pigment by Zoo Superintendent

(see attachment 1 for path design)

Timeline:

Interested firms should attend an onsite meeting at Zoo Idaho on March 30, 2016 at 10:00 am. If there are questions concerning the scope of this project please contact Peter Pruett, Superintendent at 208-234-6264 or ppruett@pocatello.us. All questions that directly relate to the project will be compiled and answers given in handout form during the onsite meeting. Bid submissions must be no later than 4:00 pm on April 6, 2016 and the contract will be awarded by 4:00 pm April 8, 2016. Once the bid has been awarded the project must be completed by May 6, 2016.

Onsite meeting: March 30, 2016 at 10:00 am

Bid submission: April 6, 2016 no later than 4:00 pm

Contract award: April 8, 2016 no later than 4:00 pm

Completion of project: May 6, 2016

Address submissions to:
Peter Pruett, Superintendent
Zoo Idaho
3101 Avenue of the Chiefs
Pocatello, Idaho 83204

Submissions may also be submitted via email in PDF to ppruett@pocatello.us

Note: This RFQ does not obligate Zoo Idaho to award or complete the project, and Zoo Idaho reserves the right to cancel the solicitation if such action is considered to be in the best interest of the zoo.

Note: Zoo Idaho and the City of Pocatello is an equal opportunity employer and does not discriminate against any employee, applicant, director, officer, contractor or any other person whom it deals because of race, creed, disability, age, sex, veteran status, religion or political affiliation. Zoo Idaho and City of Pocatello complies with all federal, state, and local statutes prohibiting discrimination in employment.



Date: March 28, 2016

TO: Conerstone Concrete

From: Peter Pruett, Zoo Superintendent

**RE: Zoo Entrance Project
ADA Path Concrete**

Project:

Zoo Idaho is seeking concrete contractors to pour an eight foot wide concrete path for the Zoo Entrance Capital Improvement project's ADA pathway. The quote should also include a 20 foot section of stamped concrete representing wood decking with appropriate coloration to mimic a wood bridge. The City of Pocatello will supply the gravel underlayment for the path and should not be included in the quote.

Scope of Work:

Concrete Path

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- 8 feet width
- 260 feet length
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Zoo Idaho
3101 Avenue of the Chiefs
Pocatello, Idaho 83204

Submissions may also be submitted via email in PDF to ppruett@pocatello.us

Note: This RFQ does not obligate Zoo Idaho to award or complete the project, and Zoo Idaho reserves the right to cancel the solicitation if such action is considered to be in the best interest of the zoo.

Note: Zoo Idaho and the City of Pocatello is an equal opportunity employer and does not discriminate against any employee, applicant, director, officer, contractor or any other person whom it deals because of race, creed, disability, age, sex, veteran status, religion or political affiliation. Zoo Idaho and City of Pocatello complies with all federal, state, and local statutes prohibiting discrimination in employment.

Date: March 28, 2016



TO: DCI

From: Peter Pruet, Zoo Superintendent

**RE: Zoo Entrance Project
ADA Path Concrete**

Project:

Zoo Idaho is seeking concrete contractors to pour an eight foot wide concrete path for the Zoo Entrance Capital Improvement project's ADA pathway. The quote should also include a 20 foot section of stamped concrete representing wood decking with appropriate coloration to mimic a wood bridge. The City of Pocatello will supply the gravel underlayment for the path and should not be included in the quote.

Scope of Work:

Concrete Path

- Concrete will meet the City of Pocatello right-of-way standards.
- 8 feet width
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(see attachment 1 for path design)

Timeline:

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Onsite meeting: March 30, 2016 at 10:00 am

Bid submission: April 6, 2016 no later than 4:00 pm

Contract award: April 8, 2016 no later than 4:00 pm

Completion of project: May 6, 2016

Address submissions to:
Peter Pruet, Superintendent
Zoo Idaho
3101 Avenue of the Chiefs
Pocatello, Idaho 83204

Submissions may also be submitted via email in PDF to ppruett@pocatello.us

Note: This RFQ does not obligate Zoo Idaho to award or complete the project, and Zoo Idaho reserves the right to cancel the solicitation if such action is considered to be in the best interest of the zoo.

Note: Zoo Idaho and the City of Pocatello is an equal opportunity employer and does not discriminate against any employee, applicant, director, officer, contractor or any other person whom it deals because of race, creed, disability, age, sex, veteran status, religion or political affiliation. Zoo Idaho and City of Pocatello complies with all federal, state, and local statutes prohibiting discrimination in employment.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into this ____ day of April, 2016, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as "City", and Kershaw Curb & Gutter, LLC an Idaho Limited Liability Company, whose business address is P.O. Box 2801, Pocatello, Idaho, hereinafter referred to as "Contractor."

WHEREAS, the City owns and operates Zoo Idaho, located at 3101 Avenue of the Chiefs, Pocatello, Idaho; and

WHEREAS, the City sought concrete contractors to pour ADA pathways for the Zoo Idaho Entrance Capital Improvement project; and

WHEREAS, two responsive bids were received for the project and Kershaw Curb & Gutter, LLC was the lowest bid; and

WHEREAS, the City budgeted for the construction of ADA pathways; and

WHEREAS, the parties wish to enter into an agreement which would allow the City to avail itself of the Contractor's professional knowledge regarding the construction of ADA pathways as described in the Request for Proposals and other related issues on a limited basis;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK: Contractor shall construct a concrete path that will meet the established standards: Concrete will meet the City of Pocatello right-of-way standards; be eight (8) feet in width; be two hundred sixty (260) feet in length; be four (4) inches in depth; and twenty (20) feet shall be stamped concrete with an agreed upon concrete pigment by the Zoo Superintendent. The project includes placing and finishing concrete items as described above, excavation, compaction, base material, testing, traffic control, heat and cover, and survey. Additionally, the Contractor's workmanship shall have a minimum five (5) year warranty on the product and service.

2. TERM: The term of this Agreement shall be from April 8, 2016 to May 30, 2016.

3. PAYMENT: The City agrees to pay the Contractor the bid amount of \$11,996.00 for the services rendered under this agreement and identified in Section 1 above. Payment shall be made to Contractor upon completion of the project and acceptance of the work by the City Building Official. Payment shall be made to Contractor upon the City's receipt of a written invoice, under the normal monthly payment schedule of the City, i.e., statements must be received no later than the Thursday before the last Friday of each month in order for payment to be made by the fifteenth day of the following month. Payment for services not covered under this Agreement which incur any expense in excess of \$11,996.00 shall require a change order approved by Merrill Quayle.

4. INDEPENDENT CONTRACTOR RELATIONSHIP: The Contractor is an independent contractor and is not an employee of the City. The City shall determine the work to be done by the Contractor, but the Contractor shall determine the legal means by

which it accomplishes the work specified by the City. Because the Contractor is engaged in its own independently established business, the Contractor is not eligible for, and shall not participate in, any employee health or other fringe benefit plans of the City.

5. STANDARD OF CARE: The Contractor shall exercise the same degree of care, skill and diligence in the performance of the services contracted for hereunder as is ordinarily provided by a professional in this field of work under similar circumstances.

6. FEDERAL, STATE AND LOCAL PAYROLL TAXES: Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by the City on behalf of the Contractor or any employees of the Contractor.

7. LICENSES AND LAW: The Contractor represents that it or its employees possess all licenses required to perform the services under this agreement. The Contractor further agrees to use due care in the identification and interpretation of all applicable laws in the performance of the services hereunder. Changes in laws and regulations after the execution of this Agreement that were not known or reasonably foreseeable affecting the cost or time of performance may be the subject of a change order.

8. INDEMNIFICATIONS: It is understood that the Contractor cannot undertake to verify all facts supplied to it by the City or all factual matters included in materials prepared or used by the Contractor and approved by the City. The City agrees to indemnify and hold harmless the Contractor from and against any and all losses, claims, damages, legal fees, expenses, or liabilities that Contractor may incur based upon information, representations, reports, data, or releases furnished or approved by the City or its specifically authorized representative for use or release by the Contractor.

The Contractor agrees to indemnify and hold harmless the City and its officers and employees from and against any and all losses, claims, damages, legal fees, expenses, actions, or liabilities or injury to persons or property arising out of any negligent acts, errors, or omissions, of Contractor, Contractor's agents, employees, or representatives arising from activities as a result of this Agreement.

This section shall survive the termination of this Agreement and shall continue to bind both parties.

9. INSURANCE: Without limiting the City's right to indemnification, it is agreed that prior to commencing any activities under this Agreement, the Contractor shall provide insurance coverage as follows:

A. Comprehensive general liability insurance, including coverage for premises liability, personal injury liability, broad-form property damage and independent contractor's liability, in an amount of not less than One Million Dollars (\$1,000,000.00) per person per occurrence.

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

C. Worker's Compensation insurance as required by applicable state or federal statutes and furnish the City Clerk with satisfactory proof that such insurance is in effect.

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 Professional Services Agreement. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section 8 "Indemnification and Hold Harmless." Contractor's failure to maintain insurance shall be a basis for immediate termination of this Professional Services Agreement.

10. ASSIGNMENT PROHIBITED: Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

11. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver or such right or a waiver of any subsequent breach.

12. CHOICE OF LAW: Any dispute under this Agreement shall be decided in accordance with the laws of the State of Idaho. Venue for any action shall be in the District Court of the Sixth Judicial District, Bannock County, Idaho.

13. ENTIRE AGREEMENT: This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

14. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

15. CORPORATE AUTHORITY: The individual executing this Professional Services Agreement on behalf of Kershaw Curb & Gutters, LLC hereby acknowledges and represents that he has the power and authority to so bind the corporation. In the event the Party executing this document on behalf of Kershaw Curb & Gutters, LLC does not have authority to so bind the corporation for any cause or reason, then such person acknowledges and agrees that he shall be personally liable under the terms hereof.

15. NOTICE: That all notices under this Agreement shall be deemed to be properly served if sent by first class mail, postage prepaid, to the last known address furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

CITY: City of Pocatello
Attn: Parks and Recreation Director
P.O. Box 4169
Pocatello, ID 83205

CONTRACTOR: Kershaw Curb & Gutter, LLC
P.O. Box 2801
Pocatello, ID 83206

The date of service of such notice is hereby deemed to be the dated postmark of the United States Postal Service.

16. TERMINATION: The City or the Contractor may terminate this agreement with thirty (30) days written notice. Any work performed by Contractor on behalf of the City will become the property of the City at the time of termination.

17. AMENDMENT: This agreement may be amended in writing upon concurrence of both parties.

IN WITNESS WHEREOF, the authorized representatives of the parties do hereby execute this Agreement.

CITY OF POCA TELLO, a municipal Corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk

KERSHAW CURB & GUTTER, an Idaho Limited Liability Company

By: _____
ZACK KERSHAW, Member

APPROVED BY LEGAL

Date 4/14/16 Atty By See

Comments _____

