

CITY OF POCATELLO
CITY COUNCIL MEETING AGENDA

May 5, 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 Mike Popovich, First Baptist Church.

3. CONSENT AGENDA

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

(a) MINUTES: Council may wish to waive the oral reading of the minutes and approve the minutes from the Budget Development meetings of April 7, 14 and 21, 2016; April 14, 2016 Study Session; April 14, 2016 Executive Session and the Clarification and Regular Council meetings of April 21, 2016.

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

(c) ANIMAL SHELTER ADVISORY BOARD APPOINTMENT: Council may wish to confirm the Mayor's appointment of Brandie Jacobia to serve as a member of the Animal Shelter Advisory Board, replacing Glenda Bellanca who resigned. Ms. Jacobia's term will begin May 5, 2016 and will expire June 6, 2018.

(d) CHILD CARE ADVISORY COMMITTEE APPOINTMENT: Council may wish to confirm the Mayor's appointment of Cheli Brubaker to serve as a member of the Child Care Advisory Committee, replacing Jeanette Hunt who resigned. Ms. Brubaker's term will begin May 5, 2016 and will expire October 21, 2017.

(e) VETERANS OF FOREIGN WARS ANIMAL LICENSING CAMPAIGN: Council may wish to authorize the Veterans of Foreign Wars Post No. 735 of the United States of America to conduct the May 2016 half-price licensing campaign in the City of Chubbuck by selling Pocatello license tags at Smith's, PetCo and Walmart stores which are located in Chubbuck.

(f) RATIFICATION—SHELTER ANIMAL NUMBERS PROGRAM GRANT: Council may wish to ratify a Shelter Animals Count (SAC) Program grant application. The \$1,000.00 grant was made available for organizations who applied by April 30, 2016. The Shelter will submit data into the SAC database each month as part of a national database. There are no matching funds.

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. CHILD CARE LICENSE DENIAL APPEAL—BLACK

Tegan Black will be present to appeal the decision of Police Department staff which denied Ms. Black a child care license.

7. FINAL PLAT—CRESTVIEW ESTATES, DIVISION 1

Satterfield Realty and Development (mailing address: 2432 Andrew Street, Pocatello, ID 83201) has submitted an application to subdivide approximately 15.85 acres into 23 residential lots located east of Satterfield Drive, on an extension of Lois Lane to be known as Crestview Estates, Division 1.

The Planning and Zoning Commission, at their meeting on December 19, 2015 recommended approval of the plat with staff conditions.

(Pertinent information attached.)

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

8. EXCEPTION REQUEST FOR BEER/WINE PERMIT—HAWKINS

Council may wish to consider granting a beer/wine permit to Karoline Hawkins (mailing address: 5910 Ruth, Chubbuck, ID 83202) for a graduation party at Ammon Park on May 7, 2016 from 12:00 noon to 5:00 p.m. Ms. Hawkins has submitted an application to the City to allow the consumption of beer and wine at the event. Approval by the Council is necessary since this park is not specifically identified in City Code 12.36.060 where the consumption of such beverages is allowed.

(Pertinent information attached.)

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

9. EXCEPTION REQUEST—MOTORCYCLE RALLY AT POCATELLO RACEWAY

Council may wish to consider a request from Pocatello Raceway, LLC represented by Jerry Bailey (mailing address: 5392 West Skiview Drive, Pocatello, ID 83204) for an exception to their lease with the City of Pocatello to allow a Motorcycle Rally event July 29, 30 and 31, 2016. Approval of an exception by Council is necessary since pursuant to Section III of the lease provides as follows: "Lessee may use the leased premises for automobile racing events, concerts and/or carnivals and for no other purposes without the expressed authorization of the Lessor."

If Council approves the exception, Legal Department staff has recommended the following conditions: 1) all responsibilities of Section XXL Miscellaneous under subsection J. 2 - 7 which outlines additional responsibilities including providing for staffing coverage by the Pocatello Police Department and the payment obligations associated therewith; 2) Police Department approval of the Security Plan for the event; and 3) no overnight camping allowed.

(Pertinent information attached.)

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

10. USE AGREEMENT FOR DOUGLASS LANE PROPERTY—BOY SCOUTS OF AMERICA, INC.

Council may wish to consider a Use Agreement, subject to Legal Department review, with Grand Teton Council of the Boy Scouts of America, Inc. (mailing address: 3901 South Yellowstone Highway, Idaho Falls, ID 83402) to use City property known as the Douglass Lane Property to hold multiple Day Camps and Scout Camps, May 27, 2016 through June 18, 2016. The City agrees to waive usage fees in consideration of the improvements completed by various Eagle Scout and additional improvements to be completed by Cub and Boy Scouts on the property. Terms of the agreement will be May 1, 2016 through July 31, 2016.

Boy Scouts of America will be responsible for any damages and costs as outlined in the agreement and will be required to provide liability insurance naming the City as an additional insured.

(Pertinent information attached.)

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

11. PIGGY BACK BID—MICKELSON CONSTRUCTION CO., INC.

Council may wish to accept the recommendation of Street Operations staff and approve a piggy-back bid from an Idaho Transportation Department bid that was received from Mickelson Construction Co., Inc. for hot mix asphalt in the amount of \$54.00 per ton. Funds for the asphalt purchase are available in the Street Operation's Fiscal Year 2016 budget.

(Pertinent information attached.)

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

12. ISU AFFILIATION AGREEMENT—FIRE

Council may wish to approve an Affiliation Agreement with Idaho State University (ISU) as recommended by Fire Department staff. This agreement enables ISU medical program students to complete a portion of their internship with the Pocatello Fire Department. This no cost agreement has been reviewed by the Legal Department and establishes expectations and requirements of all parties.

(Pertinent information attached.)

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

13. POCATELLO SOLAR ONE, LLC "REVISED" AGREEMENT—AIRPORT

Council may wish to authorize the Mayor to sign a revised lease agreement, subject to Legal Department approval, between the City and Pocatello Solar One, LLC. This airport leased premise is approximately 197.5 acres of bare ground, for the purpose of installation, repair, maintenance and operation of a photovoltaic power system and related equipment and improvements. The term will be for 20 years after an initial construction phase of up to two years, with a 15-year renewal option. The rental rate will be \$4,069.00 per year for the construction phase and \$60,000.00 for the first operational year, increasing annually by the greater of 2.5% or the annual CPI increase for the remainder of the operating period.

(Pertinent information attached.)

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

14. 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.)

PUBLIC HEARING PROCEDURE

1. Explanation of hearing procedures by Mayor or staff.
 - Ten (10) minute time limit on applicant presentation.
 - Three (3) minute time limit on public testimony.
 - Names and addresses are required from those presenting/testifying.
 - Questions/comments should be addressed to the Mayor and Council.

- Council members must make their decision regarding the application on facts already in the record and information presented at the public hearing. Conflicts of interest, site visits and ex-parte contacts by Council members will be acknowledged.
 - Protocol requires that Council and audience be recognized by the Mayor prior to speaking.
2. Mayor opens hearing.
 3. Presentation by applicant.
Note: Remember, applicant bears the responsibility for making his/her case. This is also the time for Council members to ask their questions of the applicant.
 4. Presentation by staff.
 5. Written correspondence submitted for the record.
 6. Testimony by those supporting the application.
 7. Testimony by those uncommitted on the application.
 8. Testimony by opponents to the application.
 9. Rebuttal by the applicant.
 10. Mayor closes the hearing and initiates motion/deliberations.
Note: The Mayor may choose to require a motion prior to the discussion in order to focus deliberations, or, the Mayor may choose to allow deliberations prior to the motion in order to facilitate wording of the motion.
 11. Develop a written and reasoned statement supporting the decision.

READING OF AN ORDINANCE PROCEDURE

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

AGENDA

ITEM

NO. 3

Consent

Agenda

3/10

CITY OF POCA TELLO, IDAHO
CITY COUNCIL MEETING -
BUDGET DEVELOPMENT
APRIL 7, 2016

Council President Steve Brown called the City Council meeting for budget development to order at 9:06 a.m. Council members present were Roger Bray, Craig Cooper, Jim Johnston, Gary Moore and Michael L. Orr. Mayor Brian Blad was excused.

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

Ms. Stroschein was joined by Ashley Linton, Accountant. Ms. Stroschein announced she would give an overview of the following topics: Pledge Covered Revenues, 14-Schedule of Pledged Revenue Coverage, Salary Projections, and Fuel Rates.

PLEDGE COVERED REVENUES (Bond Rate Covenants) –

1) Loan Agreements – within the bonded debt loan agreement loan covenants exists; rate covenants are located in this document; rate covenants place requirements on the borrower to provide assurance that debt payments will be made; the assurance is provided with the requirement that Net Revenues are greater than debt service payments by a rate such as 1.25, 1.50, etc.; and this assurance has an impact on the pricing of the bond.

2) Water Bonded Debt – Rate Covenants – Water Department Revenue Bonds; Rate Covenant. The City has covenanted that for so long as any Bonds remained outstanding the City will establish, fix, prescribe and collect rates and charges for the water service or related services of the System, which after taking into consideration anticipated delinquencies, provide Net Revenues equal to not less than 1.25 times the largest principal and interest payments on the bonds and other obligations payable from Net Revenues during any subsequent fiscal year of the City.

3) Water Pollution Control (WPC) 2012-D Bonded Debt – Rate Covenants. The WPC Bond is with Idaho Bond Bank Bond Issue 2012D; the most recent available audit of the Municipality shows that the System Net Revenues for the Fiscal Year immediately preceding the date of the resolution authorizing the Parity Debt shall have been sufficient to pay an amount representing 125% of the Maximum Annual Debt Service.

4) Water Pollution Control (WPC) 2015-A Bonded Debt – Rate Covenants. WPC Bond is with Idaho Bond Bank Bond Issue 2015A. The most recent available audit of the Municipality shows that the System Net Revenues for any twelve consecutive month period during the twenty-four (24) month immediately preceding the date of the resolution authorizing the Parity Debt shall have been sufficient to pay an amount representing 125% of Maximum Annual Debt Service for all Parity Debt including the proposed obligations.

CITY OF POCA TELLO
BUDGET DEVELOPMENT MEETING
APRIL 7, 2016

14-SCHEDULE OF PLEDGED REVENUE COVERAGE –

Ms. Stroschein gave an overview of the City's Sewer and Water Revenue Bonds since 2006. Ms. Stroschein mentioned when the City approached the Bond Bank in September 2015 she was informed that the City's rating had dropped. This is not acceptable if the City wishes to receive good rates for bonding.

5) Importance of following the Rate Study – The Rate Study establishes the rates to be charged per service provided; the rate for each service is determined based upon the portion of fixed costs versus variable costs related to the demand for service. So changes to rates can have a deeper impact to revenues than expected; the Rate Study builds into projection these bond covenant requirements.

Ms. Stroschein shared her concerns with making changes to utility rates that are not in accordance with the Rate Study. She noted that one of the documents provided to the Bond Bank was a portion of the Rate Study. This information was used to build the bond covenant.

In response to a question from Council, Ms. Stroschein explained caution should be used if Council chooses a reduction in the utility rates to ensure the validity of the Study. She mentioned Public Works staff is assessing the functions they perform to glean cost savings. As a result, perhaps the next rate study will show a savings and the rates will not need to increase.

Council discussion followed regarding the Rate Study and costs related to producing the Study every five years and/or as needed. The City strives to meet citizen's expectations to provide clean drinking water and sanitation services at an acceptable rate.

In response to questions from Council, Ms. Stroschein explained an internal loan from the City's Sanitation Department was from reserve funds. The loan was used to assist with South Valley Connector expenses and did not affect the Rate Study. She clarified the loan will be paid back overtime.

6) Impact of Department Request for Reductions – Applying a reduction to the Utility Funds could jeopardize the City's Rate Study plan; the Rate Study Plan provides the projections to meet capital needs, debt service requirements, and the maintenance of operations. If Council chooses to follow-through with the reduction request, Ms. Stroschein recommended obtaining an updated Rate Study to ensure compliance of all requirements. It was noted that the cost of the last Rate Study was \$104,966.71.

General discussion continued regarding borrowing from fee supported City departments. The actual impact to utility funds will be further researched. Finding better efficiencies in utility fee funded departments will continue and staff will update the Council at a later date.

CITY OF POCA TELLO
BUDGET DEVELOPMENT MEETING
APRIL 7, 2016

In response to questions from Council, Mike Jaglowski, Public Works Director, stated his staff is using their asset management and task management software to work more efficiently. He explained once a month Public Works department heads meet and brainstorm of ways to work more efficiently. Mr. Jaglowski mentioned the Sanitation Department is running an experiment using a different type of tire on their trucks. The net cost of maintenance per truck will decrease by using better tires. Mr. Jaglowski explained this is one example of the type of endeavors to reduce expenses and work more efficiently.

Council would like staff to research putting out an RFP to use other sources to perform the Rate Study for the City. They feel departments may have become complacent and are not utilizing other ideas to help make the City more efficient.

Dean Tranmer, City Attorney, explained the utility rate study has not been put out for an RFP because Mr. Gallager is very familiar with the City's functions. He also keeps an eye on revenue and fees that are set by resolution each year. Mr. Tranmer mentioned the important thing to remember is that enterprise funds are unique in that they are solely dependent on the use. Mr. Tranmer recommended the following: 1) the rate study should be done by a firm that is well respected in the industry; 2) fees must be reasonable and also provide sufficient revenue to meet the City's bond obligation; and 3) having someone perform an accurate rate study that will hold up in a courtroom is critical.

Council President Brown announced the Fiscal Year 2017 salary projection presentation would be given by Ms. Stroschein at this time.

SALARY PROJECTION PRESENTATION – The following parameters were outlined:

1) Step Moves projected for Fiscal Year 2017 total \$278,613.00. Tax Fund portion is \$173,810.00 and Fee/Grant fund portion is \$104,803.00.

General discussion regarding the wage progression of an employee completing their step moves (usually a five year period) and starting longevity pay followed.

2) Rank advancements/certification promotions for Fiscal Year 2017 total \$164,851.00. Tax Fund portion is \$147,372.00 and Fee/Grant Fund portion is \$17,479.00.

Ms. Stroschein noted certification promotions are for employees working in departments such as Water Pollution Control that have technicians.

3) Retirements – 27 employees have submitted their intent to retire in Fiscal Year 2017. Step Moves for Fiscal Year 2017 total \$793,061.00. Tax Fund portion is \$686,781.00 and Fee/Grant Fund total is \$106,280.00.

CITY OF POCATELLO
BUDGET DEVELOPMENT MEETING
APRIL 7, 2016

4) Health Insurance – Blue Cross rates without Fire Department (11.82%) with the status quo for distribution. Fiscal Year 2017 projection total \$639,993.00. Tax Fund total \$475,219.00 and Fee/Grant Fund total is \$164,774.00. (Insurance Blue Cross Rates with distribution of 90%, 92% and 94%.)

The choice of health insurance has not yet been determined by Council. An update on the Health Insurance Carrier will be presented by Human Resources later in the meeting.

5) Worker's Compensation insurance – rates updated for work class codes from the Idaho Industrial Commission. No adjustment for experience rating. Fiscal Year 2017 total projection is a decrease of \$33,237.00. Fiscal Year Tax Fund will decrease by (\$1,136.00) and Fiscal Year Fee/Grant Funds will decrease by (\$32,101.00).

Ms. Stroschein gave an overview of the current experience rating percent of 59.96%. She has not been able to update these figures as information is still pending from the Industrial Commission.

Council discussion regarding the City's goal to have \$1.5 Million in the Worker's Compensation fund followed. It was mentioned if the City had a catastrophic incident, they would need to borrow within the funds. Current balance for the City's Worker's Compensation fund is approximately \$800,000. Additional discussion to build up the fund followed.

6) Longevity pay – Fiscal Year 2016 total is \$1,556,962.00 and Fiscal Year 2017 total is \$1,543,744.00. This results in a decrease for Fiscal Year 2017 in the amount of (\$13,218.00).

Ms. Stroschein explained hiring new personnel has caused the decrease in longevity expense. She noted new employees do not receive longevity pay until their steps have been met.

Total Salary Projections – Fiscal Year 2016 \$47,088,451.00; Fiscal Year 2017 \$48,106,405.00 (increase of \$1,017,954.00). This total does include retirements anticipated for 2017.

General discussion regarding retirement savings and the anticipated costs and/or savings regarding potential retirements continued.

Clarification of the totals being presented was given. Ms. Stroschein explained how the measurements are projected and a spreadsheet showing the fund breakdown was reviewed. General discussion continued regarding salary calculations.

Council President Brown stated he understands there have been various conversations taking place regarding longevity pay for employees. Points he has heard are: Should the City 1) keep longevity pay; 2) eliminate longevity pay? or 3) make modifications to the longevity pay?

CITY OF POCATELLO
BUDGET DEVELOPMENT MEETING
APRIL 7, 2016

Mr. Moore feels longevity pay is part of an employee's salary. However, if it has become archaic and the City of Pocatello is the only place that has it, take the money and build it into an employee's salary.

Mr. Orr suggested another option is to set a date and freeze the longevity pay program. Employees hired after the set date would not be offered longevity pay. Current employees that have been promised the pay would continue. Roll the longevity pay into the base pay and then freeze it for new employees.

The calculation for longevity pay was reviewed. It was clarified that a City employee receives an increase in pay every year up to 25 years of service. Ms. Stroschein shared her concerns with continuing an annual calculation of longevity pay into the base wage. She feels this will be very time consuming for Finance staff.

Debate followed regarding the level of pay City employees receive compared to other areas. General discussion continued regarding the Compensation Study report and impact of the study.

Kim Smith, Human Resources Director, clarified the Compensation Study was presented without longevity pay. When staff was instructed to include longevity pay into the Study, staff found that some City employees were over market as a result of the longevity pay. Ms. Smith reminded Council that longevity pay is part of the step system adopted by a previous Council.

In response to questions from Council, Ms. Smith reviewed the information outlined when the compensation consultants gave their presentation during a Study Session. She explained there is an alternative program that includes steps, followed by bringing employees to market rate. Wage increases for anyone above the market rate would be performance based.

Council discussion continued regarding a market rate evaluation of City positions. It was mentioned some employees are 30% behind the market rate. After lively debate, Council determined additional information is necessary in order to make an informed decision regarding changes to the employee pay structure.

Based upon the current information available, a majority of the Council supported a no cost of living increase for employees in Fiscal Year 2017. A final decision will be voted upon at a later date.

Council President Brown announced that Ms. Stroschein would present Fuel Rates estimations for the Fiscal Year 2017 budget.

FUEL RATES - Fiscal Year 2016 fuel rates for Diesel \$4.00 per gallon and Unleaded \$3.60 per gallon. Estimated Fuel Rates for Fiscal Year 2017 are Diesel \$2.50 per gallon and Unleaded \$2.80 per gallon. It was noted that the Street Department provided usage in gallons and cost amounts for all departments for the year March 2015 thru February 2016. Finance Department calculates the

CITY OF POCA TELLO
BUDGET DEVELOPMENT MEETING
APRIL 7, 2016

average fuel rate for this period and increases this rate by 20% for both Diesel and Unleaded gasoline. It was noted Council will be asked to give final guidance at a future meeting.

In response to questions from Council, Tom Kirkham, Street Operations Superintendent, gave an update on the current costs for fuel. The formula used by his department is used in other organizations and it has proven to be dependable.

A majority of the Council supported using the fuel prices as presented in Fiscal Year 2017. A final decision will be voted upon at a later date.

Council President Brown called a recess at 11:26 a.m.

Council President Brown reconvened the meeting at 11:41 a.m.

Kim Smith, Human Resources Director, was joined by Nicole Harms, Human Resources Consultant, to discuss health benefits for City employees. Ms. Smith explained she would provide an update on the following three plans: Blue Cross of Idaho, Aetna and Regence.

Ms. Harms mentioned Human Resources staff received directions from Council to look at high deductible plans and additional tiers of levels of coverage (current tiers and proposed tiers). She explained recent changes in guidelines from the Federal Government have resulted in health insurance carriers offering a reduced rate for premiums. The updated rates were reviewed based upon high deductible plans.

In response to questions from Council, Human Resources staff recommended choosing Aetna with a 5 tier option and slight plan adjustments. This plan may cause a very minimal percentage of employees to change physicians.

Council discussion regarding medical options for employees and choosing the most cost effective plan continued. It was clarified the rates presented do not include Fire Department staff. A majority of the Council supported choosing Aetna as the City's health insurance provider in Fiscal Year 2017. A final decision will be voted upon at a later date.

It was clarified that the distribution percentages for health insurance premiums will be discussed at a future budget meeting. General discussion continued regarding health coverage basics.

There being no further business, Council President Brown adjourned the meeting at 12:04 p.m.

APPROVED:

BRIAN C. BLAD, MAYOR

CITY OF POCATELLO
BUDGET DEVELOPMENT MEETING
APRIL 7, 2016

ATTEST:

RUTH E. WHITWORTH, CMC, CITY CLERK

CITY OF POCA TELLO, IDAHO
CITY COUNCIL STUDY SESSION
APRIL 14, 2016

AGENDA ITEM NO. 1: Mayor Brian Blad called the City Council Study Session to order
ROLL CALL at 9:02 a.m. Council members present were Roger Bray, Steve Brown, Craig Cooper, Jim Johnston, Gary Moore and Michael L. Orr.

AGENDA ITEM NO. 2: Larry Wilde, Chair Person; and Alan Green, Staff Liaison; from
FORT HALL REPLIC A the Fort Hall Replica Commission were present to discuss the
COMMISSION UPDATE Commission's goals and projects, as well as Council's policies and expectations.

Mr. Wilde reviewed the individuals that serve on the Commission. He outlined work completed on the Replica's log cabin through two separate Eagle Scout projects. Mr. Wilde noted one project built a new door and added shutters to the window on the south side of the cabin. The other project included installation of a compacted dirt floor and a table with 2 chairs. A bed was built and shelves were installed on the walls of the cabin. Mr. Wilde explained the cabin was previously being used for storage and the updates are a great improvement.

Mr. Wilde gave a brief overview of other Replica improvements. He reported that revenues for the replica decreased in 2015. However, attendance through school tours increased from 341 in 2014 to 499 in 2015. Mr. Wilde mentioned there is a tour company that visits the area and the Commission hopes to have the Replica included in the tour schedule.

Mr. Cooper expanded on the extra efforts Mr. Wilde does for the Replica Commission and thanked him for his service.

AGENDA ITEM NO. 3: Lynn Transtrum, Building Official and staff liaison for the
CONSTRUCTION BOARD Construction Board of Appeals was present to discuss the
OF APPEALS UPDATE Board's goals and projects, as well as Council's policies and expectations.

Mr. Transtrum explained this is a Board that does not meet very often. He noted the Board is required in the building and fire codes in order to have an appeal process. Mr. Transtrum explained the Board is not able to change City Codes for an appeal. He reviewed six building trades that are represented by the Board. These trades include building, electrical, plumbing, fire and the design community. Mr. Transtrum mentioned the Board is authorized to make rulings on fence appeals.

AGENDA ITEM NO. 4: Merriann Forrest, Executive Director of H.S. Jeshua Ministries,
H.S. JESHUA MINISTRIES, Inc. was present to discuss transition facilities their organization
INC. PRESENTATION oversees in the community. Jeshua Ministries has partnered with other groups/businesses to help victims of abuse and individuals coming out of prison to transition back into their community.

Ms. Forrest gave a brief history of her involvement with prison ministries and helping women coming out of prison to transition back into the community. She explained their organization's focus is to close the gap by assisting individuals and educating the community regarding the transition process. She reviewed the life coaching research center and concepts of the center. Ms. Forrest mentioned they are looking at property outside city limits to build a long-term facility.

In response to questions from Council, Ms. Forrest estimated 50 to 75 women are released from

prison in Pocatello each year. She explained whether they remain in the area depends on their parole plan. Ms. Forrest reported the transition home ran by the State of Idaho is still operating. However, women only have two months to stay in that home before they must move on. She explained their organization wants to provide an atmosphere in a long-term facility to help women transition and move forward with their lives. Ms. Forrest gave a brief overview of the long-term facility being planned.

AGENDA ITEM NO. 5: John Regetz, Bannock Development Corporation Executive
BANNOCK DEVELOPMENT Director, was present to update the Council on economic
CORPORATION development in the community.
-ECONOMIC DEVELOPMENT
UPDATE

Mr. Regetz thanked the Council and explained the relationship Bannock Development has with the cities of Pocatello, Chubbuck and Bannock County. He explained his organization works on urban renewal prospects, tax exemptions, infrastructure and investments in the community. The topics covered are the following:

Economic Development Focus - Focus on higher paying businesses and higher paying jobs. Retail (stores and restaurants) are a result of higher paying jobs.

Recent accomplishments - Great Western Malting Co. \$307 million economic impact; ATCO Structures and Logistics adding 100 employees; Amy's Kitchen \$76 million investment and 1,000 new jobs; Western States Caterpillar \$20 million investment; Allstate Insurance 550 employees; SME Steel adding 150 jobs and other businesses were mentioned.

Mr. Regetz gave a brief overview of positive economic trends in Pocatello since 2012. He mentioned labor force has risen from 41,189 to 42,974; employment has risen from 38,338 to 41,295; unemployment has dropped from 2,851 to 1,679; and the unemployment rate has dropped from 6.9% to 3.4%. Mr. Regetz gave a summary of the YourFIT (Future in Technology) Program that provides training so graduating High School students can remain in the area and fill these types of positions.

Arlen Wittrock, IEAC member, reviewed economic data for the area. Mr. Wittrock gave an overview of the following wage/salary comparisons: U.S.: \$22.71/hour or \$47,230/annual; Idaho: \$19.12/hour or \$39,770/annual; and Pocatello: \$19.44/hour or \$40,420 annual. He mentioned Idaho ranks No. 1 in the Country for job growth.

Mr. Wittrock reported no one in the State of Idaho has used the Urban Renewal tool more effectively than Pocatello. Bannock County has also been effective using the tax exemption tool. He feels these incentives help bring in higher paying jobs. As a result, lower paying jobs such as restaurants and retail jobs follow.

Mr. Bray feels there is a disconnect somewhere within the system. He stated properties that the City can tax have remained flat over the last 5 years. As a result, there is very little new revenue for the City to receive from property taxes.

In response to questions from Council, Mr. Regetz explained as businesses expand and grow the increase in the tax base is from employees paying into the tax system and not from property.

Mr. Jaglowski gave a brief history of the project. He noted the intersection is part of the State Highway system and ideas being presented are still in the concept phase. Mr. Jaglowski explained 12 to 16 ideas regarding the area were brought to staff. This is a very busy intersection and the concepts being presented are to make the intersection better.

Mr. Staats explained he travels through the Yellowstone/Alameda intersection multiple times a week and is aware that it is very busy and gets congested. As a result, he is able to use an engineering perspective and a user perspective. The purpose of the project is to: 1) improve safety while increasing capacity; 2) medians will be placed between Cedar Street and Alameda Road based upon crash/safety analysis; and 3) 16 preliminary concepts analyzed for future alternatives.

The existing configuration of the intersection and what is happening currently in that area was discussed. Traditional and alternative (innovative) options were reviewed. Cost benefits and anticipated costs were also discussed.

Next steps for the project are:

Detailed analysis – conceptual footprint, evaluate right-of-way impacts; and costs-benefit comparison.

Continued Coordination - meeting monthly with City staff and Bannock Transportation Planning Organization to discuss and evaluate the intersection.

Project schedule – 1) alternative design selection - June 2016; 2) design plans complete - fall 2017; 3) Right-of-Way acquisition - 2018; 4) advertisement for construction - fall 2018; and 5) construction complete - fall 2019.

In response to questions from Council, Mr. Staats clarified public meetings will be held showing the alternative concepts for the intersection. He outlined normal road construction schedules for high traffic areas. Construction will take place during periods that should have the least amount of impact on businesses.

Ed Bala, Idaho Transportation Department District 5 Engineer, mentioned the intersection has been determined as very unsafe because of the frequency of crashes. Mr. Bala understands the need for business recovery and that is why the State is waiting until 2019 to begin construction. He explained there are multiple concerns with safety issues.

Mr. Staats noted that traffic on Yellowstone Avenue has remained flat over the last 5 to 8 years. This indicates people are using alternative routes to reach their destinations. The State's focus is to make the intersection safer and move traffic more quickly.

Council President Brown adjourned the meeting at 11:05 a.m.

APPROVED:

BRIAN C. BLAD, MAYOR

CITY COUNCIL STUDY SESSION
APRIL 14, 2016

5

ATTEST:

RUTH E. WHITWORTH, CMC, CITY CLERK

3(a)

CITY OF POCA TELLO, IDAHO
CITY COUNCIL MEETING -
BUDGET DEVELOPMENT
APRIL 14, 2016

Mayor Brian Blad called the City Council meeting for budget development to order at 11:12 a.m. Council members present were Roger Bray, Steve Brown, Craig Cooper, Gary Moore and Michael L. Orr. Council member Jim Johnston arrived at 11:53 a.m.

Mayor Blad announced the Council would review various topics regarding the proposed Fiscal Year 2017 Budget Development, Health Insurance Distribution Options and suggested reductions by Departments. He mentioned that no decisions regarding department budgets will be made at this time.

HEALTH INSURANCE - Kim Smith, Human Resources Director, was joined by Nicole Harms, Human Resources Consultant, to discuss health insurance distribution options regarding Aetna. Ms. Smith explained staff is seeking direction from the Council regarding the percentage breakdown for the City's portion and the employee's portion of health benefit costs through Aetna.

Ms. Harms gave a summary of Aetna's 5-tier plan offer for employees; 2-tier adjustments of co-pays; and three-tier pharmacy plan. She reviewed the total monthly premium rates (without Fire employees) broken down by employee only, employee child, etc. Distribution options showing the City/Employee share were reviewed.

DISTRIBUTION PERCENTAGES – Percentages are based on Finance's estimate of number of employees in each tier (subject to change). Fire Department employee rates have not been received and are not included in the projection. However, the estimated Fire Department rates from 2015 are \$1,014,720.12.

Ms. Harms reviewed the distribution percentages using Aetna's health insurance plan as presented.

Human Resource recommendation is to keep the current distribution amounts. They are: Employee Only (94%/6%), Employee plus One (92%/8%), Employee plus Two or more (90%/10%). Based upon current distribution this would be a 2.18% increase \$5,404,173.72.

General discussion continued regarding employee benefits and federal regulations that may penalize the City for providing the degree of health benefits being considered. It was noted that the City would have to average the dollars and any amount that goes over the limit set by the federal government would be considered as excessive.

A majority of the Council supported the recommendation of Human Resources staff to continue the current distribution regarding City/Employee health benefits.

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

DEPARTMENT REDUCTIONS –

MAYOR AND COUNCIL DEPARTMENT – total reduction \$13,925.00

Ms. Stroschein reviewed the items list which included training, travel and other reductions.

CITY HALL DEPARTMENT – total reduction \$3,434.00

Ms. Stroschein reviewed the items list which included reductions to providing repairs and maintenance for the Pocatello Free Clinic.

BUILDING DEPARTMENT – total reduction \$5,000.00

Replace Building Inspector position (Grade 19 Step 10) with a new employee (Grade 19 Step 1). (\$5,000 savings has been reflected in current year) Mr. Transtrum has delayed hiring the position.

PLANNING DEPARTMENT – total reduction \$21,955.00 (3.32%)

Ms. Stroschein reviewed the items list which included: training and registrations; travel and meals; dues and memberships; software and other items.

LEGAL DEPARTMENT – total reduction \$17,424.00

Ms. Stroschein reviewed the discontinuation of Westlaw subscription – legal research database in the amount of \$17,424.00.

Mr. Moore noted a major reduction has already taken place in the Legal Department. He feels it is important to keep track of departments that have already had cutbacks when making final decisions regarding the budget.

FIRE DEPARTMENT – REVENUE/REDUCTION OPTIONS

Ms. Stroschein reviewed suggested options: REVENUE - Motor vehicle collision spill clean-up; Fire response fee; confined space permit fee; business license fee. REDUCTIONS - birthday parties \$1,600.00; City parades \$1,207.00; Department Open House \$4,600.00; Idaho Fire Chiefs Association interaction (reduce to one participant) \$4,500.00; In-house captain's promotional \$15,000.00; utilization of the \$500.00 Wellness Benefit to offset the cost of Annual Physicals \$40,000.00; suspend the Urban Search and Rescue Team \$52,500.00.

Mayor Blad commented on the suggested revenue ideas. He mentioned insurance companies have stated that the cost of providing some of these services is a covered expense. Mayor Blad noted the creation of a General Business license has been discussed for several years. Implementation of the license fee would provide revenue for the City.

In response to questions from Council, David Gates, Fire Chief, explained business licenses are listed under Fire because his staff performs inspections of facilities, businesses. He supports the implementation of a business license so Fire staff is aware a business is operating in Pocatello. Mr. Gates gave a brief history of past issues with a business that opened in an older building. If a business license is required, staff can notify new owners of City Codes. Mr. Gates explained if the Urban Search and Rescue Team is no longer funded Fire staff cannot assist in a confined space emergency (such as a trench) and Idaho Falls or Boise would need to be called in. As a result, the City of Pocatello would be billed for this service.

Mr. Johnston joined the meeting at this time.

General discussion regarding Fire Department functions and expenses continued.

ANIMAL CONTROL REVENUE/REDUCTION OPTIONS –

Ms. Stroschein reviewed the suggested options. REVENUE - Dangerous Dog Registry Fee initial \$100.00 renewal \$50.00; Breeder's Permit annual \$100.00; Cat License \$15.00 each renewal \$5.00.

In response to questions from Council, Mr. Stewart clarified the criteria of a "dangerous dog" would be determined by the Court system. He mentioned that the fees being suggested are currently charged in the community he moved from.

REDUCTIONS – total \$15,420.00 Discontinue refunds; reduce training budget; discontinue AlSCO contract (rugs); discontinue ARMS Software; Plumbing Supplies budget; Shelter Uniforms; Reduce part-time position hours by closing shelter an additional day.

AIRPORT REDUCTIONS – total \$24,500.00

Ms. Stroschein reviewed the item reductions list and possible impacts.

General services reductions are: 1) Consulting Services; 2) Training Registration; 3) Advertising; and 4) travel and meals. Possible impacts of these reductions are a decline in the number of passengers, which could lead to loss of service and revenue.

Facility maintenance reductions are: 1) repair and maintenance supplies; and 2) repairs and maintenance. Possible impacts of these reductions are a decline in appearance which could lead to a passenger decline and loss of service and revenue.

INFORMATION TECHNOLOGY REDUCTIONS – total \$11,793.00

Ms. Stroschein reviewed the items list which included: Supplies hardware/software; clothing and accessories; Capital hardware/software; training registration; and printing.

Mayor Blad announced the remaining City department reductions/revenue suggestions will be given at the April 21, 2016 budget meeting.

COUNCIL EXPECTATIONS AND GUIDELINES FOR BUDGET DISCUSSIONS -

Mr. Brown shared his frustration regarding the information being presented. His expectation was that discussion regarding specific items would be held and feels the topics just presented have been discussed in detail before.

Mayor Blad explained the information presented included specific items that department heads identified and researched to reduce their expenses and generate possible revenue.

Council discussion continued. It was mentioned they may need to reduce services to get to a \$1.5 million solution. This may require a whole different look at the budget such as reorganization in departments and/or duties. Other comments were: a) need to look at bigger changes to the budget; b) not sure if appropriate to cut back every department; c) perhaps look at eliminating specific services so every department is not affected; d) retirements (if they happen) should look at restructuring the department; e) changes to departments could take place over a few years; f) need to know the challenge and solution figures; g) the 2.5% cutback from departments is not going to solve the problem as presented.

Mr. Moore shared a discussion he had with family members regarding a similar budget issue in Los Angeles County. The County did not eliminate positions, but left them vacant until revenues met the expense. Two fire stations were closed. Officials are now looking at opening one of the stations and plans are being made to open the second station in a few years. As the economy turns around the positions are re-evaluated. He feels this is helpful information to address the budget situation the City is facing for Fiscal Year 2017.

Mr. Brown stressed that he appreciates the work gone into creating today's presentation. However, he feels Council needs to look at the City's labor force and the market analysis to rebuild departments to meet the needs of the future.

Mr. Cooper feels the suggested reductions are small cuts that will wound the departments. He suggested making larger cuts in order to keep other departments whole.

Mr. Orr referred to discussions from the April 7, 2016 Budget meeting regarding reductions in staff. He reiterated that Council be very careful to keep track of reductions that have already been done.

Mr. Bray would like the Compensation Study to be considered in the budget process. He feels longevity pay and step pay should also be addressed. Mr. Bray noted the Council needs to have a comprehensive approach so they are not looking at increasing the property tax levy.

Mr. Moore would like the City to get to a point in the next couple of years to focus on employees, capital needs and property tax rates during the budget meetings. He feels Council needs to make decisions now to have a more functional budget in the future.

In response to questions from Council, Ms. Stroschein feels implementing components of the Compensation Study should take place over a period of time.

Mr. Johnston feels Council should look at the proper role of government. Are there things the City is doing that it should not be doing? Identify these items/services and eliminate them.

Council discussion regarding the Compensation Study and the Market Value System continued. Longevity pay and the percentage of employees below and above the market rate followed. Various options to freeze wages and longevity were debated in length.

In response to questions from Council, Kim Smith, Human Resources Director, clarified that the current wage system is based upon a different criteria than the market rate. The Compensation Study being discussed is a whole new system. Staff needs direction from Council if they are choosing to go toward the market value system.

NEXT MEETING SCHEDULED FOR APRIL 21, 2016.

Staff was given direction from the Council to provide the following information for the April 21, 2016 Budget Development meeting: a) continue discussion regarding department suggested reductions that have already been submitted; b) put figures together to find out what the challenge is in order to calculate changes from that point; c) changes to the market value of property and property taxes; d) longevity pay, step pay, freezing wages/longevity options; e) number of employees that are at 80%, 100% and 100+% of market, how much money is needed to bring employees up to market and what is the total dollar amount of employees over 100% of market; f) explain compensation study as a whole new pay structure. Address wage disparity between employees. g) discuss promotion/rank moves; h) discuss retirement/early retirements; and i) share revenue generating ideas.

There being no further business, Mayor Blad adjourned the meeting at 12:52 p.m.

APPROVED:

BRIAN C. BLAD, MAYOR

ATTEST:

RUTH E. WHITWORTH, CMC, CITY CLERK

3(a)

CITY OF POCA TELLO, IDAHO
CITY COUNCIL EXECUTIVE SESSION
APRIL 14, 2016

An Executive Session of the City Council was called to order by Mayor Brian Blad at 1:20 p.m. in the Paradise Conference Room at City Hall. Council members present were Roger Bray, Steve Brown, Craig Cooper, Jim Johnston, Gary Moore and Michael L. Orr.

A motion was made by Mr. Orr, seconded by Mr. Johnston, to convene into Executive Session in accordance with Idaho Code Sections 74-206(l)(j) to consider labor contract matters authorized under section 67-2345A[74-206A] (l)(a) and (b). Upon roll call, those voting in favor were Orr, Johnston, Bray, Brown, Cooper and Moore.

In addition to the Mayor and Council members, Ruth Whitworth, City Clerk; Rich Diehl, Deputy City Attorney; Tiffany Olsen, Attorney Assistant; Joyce Stroschein, Chief Financial Officer/Treasurer; Kim Smith, Human Resources Director; and Scott W. Marotz, Anderson, Julian & Hull, LLP; were present.

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

Mayor Blad adjourned the Executive Session at 2:25 p.m.

APPROVED:

BRIAN C. BLAD, MAYOR

ATTEST:

RUTH E. WHITWORTH, CMC, CITY CLERK

CITY OF POCA TELLO, IDAHO
CITY COUNCIL MEETING -
BUDGET DEVELOPMENT
APRIL 21, 2016

Mayor Brian Blad called the City Council meeting for budget development to order at 9:03 a.m. Council members present were Roger Bray, Steve Brown, Craig Cooper, Jim Johnston, Gary Moore and Michael L. Orr.

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

COMPENSATION SYSTEMS - Kim Smith, Human Resources Director, was joined by Heather Buchannan, Human Resources Consultant, to discuss employee compensation systems. Ms. Smith gave a breakdown of comparisons for the City's Grade and Step System and a Market Based system.

General discussion regarding the compensation process and costs to redefine staff positions as necessary were reviewed. The City's current system is based upon 29 pay grades. The market system is based upon 19 pay grades. The Police and Fire classification and rank structure was studied and discussed.

Ms. Smith shared ideas to phase-in the Market Based system. She provided detailed steps by 1, 2 and 3 year breakdowns to implement the system. Actual dollar figures to implement the Market Based system were not available but an estimate was calculated. Ms. Smith clarified the proposed system is a pay for performance system.

Mr. Orr feels that performance reviews are very subjective. He shared his concerns with the proposed format.

Ms. Smith explained there is a team made up of City staff that is evaluating the performance review system.

Mr. Brown stated he understands there is currently a pay discrepancy among some employees. He wondered if the discrepancy can be solved with the current system so the City does not have this issue again.

Ms. Smith feels it would be very difficult to correct the discrepancy as described with the current pay plan.

Mr. Orr feels the discrepancy can be corrected by using both compensation systems based upon the information available. He has reservations regarding the proposed performance concept.

Mr. Brown feels the current system is protective of employees. However, there needs to be a balance between protection and accountability. He likes the concept of employees having an incentive to perform better and receive an increase in pay as a result.

CITY OF POCATELLO
BUDGET DEVELOPMENT MEETING
APRIL 21, 2016

Ms. Smith explained the performance system is based upon development verses reprimand. She noted the system will require supervisors to be more involved with employees.

Mr. Bray feels the Market Based system will provide a guideline for employees that excel in their positions and those who are more lax in their performance. Employees will have an opportunity to increase their wages by the measure in which they perform.

Mayor Blad asked for clarification from the Council regarding the Market Based System. He was under the impression that Council decided they were not interested in moving forward with the Market System.

Council discussion followed regarding a previous meeting to freeze a Cost of Living Adjustment (COLA) for employees in Fiscal Year 2017. It was clarified a COLA is not the compensation plan being discussed. Cost information was shared regarding the Market Based System, step moves, longevity and rank advancements.

Mayor Blad announced departments are building their Fiscal Year 2017 budgets based upon no COLA increase and it does not include changes to the employee compensation plan. It was clarified the cost for employee step moves within each department are included in their proposed budget.

Council discussion regarding various changes to the City's wage structure, costs to implement changes to the wage structure and how to implement the change with the City's software system followed.

Mayor Blad suggested looking at the new pay plan for employees for Fiscal Year 2018. Police Union negotiations have started and he feels more time is needed to implement a new system.

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

DEPARTMENT REDUCTIONS/REVENUE

FINANCE – Total reduction \$21,388.00

Ms. Stroschein gave an overview of the following proposed reductions: restructure to decrease the pay grade of an open position in their department prior to filling and the removal of specific education benefits.

VIDEO SERVICES – total reduction \$17,618.00

Ms. Stroschein gave an overview that includes: eliminating the Government Production Assistant Position.

CITY OF POCA TELLO
BUDGET DEVELOPMENT MEETING
APRIL 21, 2016

In response to questions from Council, Logan McDougall, Video Services Director, explained by eliminating the position, staff will not be available to assist other employees "on demand" because they will have a tighter schedule.

ENGINEERING – total reduction \$70,023.00

Ms. Stroschein gave an overview of reductions that include: moving Engineering Administrative Assistant position to the Public Works Director's budget, office supplies, vehicle repair, and eliminating survey annex building utilities.

One time money – sale of City Annex Building appraised value \$98,000.00. (It was clarified that City property must go to public auction.)

STREET DEPARTMENT – total reduction \$68,000.00

Ms. Stroschein gave an overview of reductions that include: eliminate Hydrologic Engineering studies \$45,000.00 and defer replacement of used equipment \$23,000.00.

POLICE DEPARTMENT – REVENUE/REDUCTIONS

Ms. Stroschein gave an overview of Revenue/Reductions for the Police Department.

Revenue – School Resource Officers partial funding from School District No. 25 - \$160,000.00.

Reductions – reduce staff position levels in Dispatch and Steno - \$45,677.00.

PARKS AND RECREATION – REVENUE/REDUCTIONS

Ms. Stroschein gave an overview of Revenue/Reductions for Parks and Recreation.

REVENUE – approximately \$21,000.00 in revenue by increasing fees for Outdoor Recreation Programs, Team Sports Programs, Community Recreation Center, non-profit concession permits and shelter pavilions.

In response to a question from Council, John Banks, Parks and Recreation Director; explained there are only a dozen or so concession agreements in the Parks Department so the annual revenue from this source is minimal.

CITY OF POCA TELLO
BUDGET DEVELOPMENT MEETING
APRIL 21, 2016

REDUCTIONS –

Parks total reduction \$71,225.00 - Conversion of land lines to cellphones, eliminate yearly rental fees for portable restrooms at Caldwell Park by constructing a stand-alone restroom; Sanitation and Library Departments will reimburse Parks Department for grounds maintenance; 40% reduction of one seasonal laborer, elimination of one seasonal hand mower position; suspend subsidy of Senior Activity Center utilities.

Recreation total reduction \$29,018.00 Outdoor recreation – reduce Nordic Center maintenance, Team Sports - reduce sports field maintenance staffing levels, Ross Park Aquatic Complex - reduce operating hours, Community Recreation Center – reduce operating hours Monday thru Saturday close at 9:00 p.m. instead of 10:00 p.m., permanent reduction in CRC electricity costs with lighting upgrade, Fort Hall Replica – reduce operating hours Monday thru Saturday close at 5:00 p.m. instead of 6:00 p.m., Summer Productions – reduce number of Municipal Band concerts from 6 to 5,

Cemetery – total reduction \$4,876.00

Decrease part-time seasonal staffing levels and allowable full-time staff overtime hours.

TRANSIT DEPARTMENT – revenue total \$ 26,000.00

Ms. Stroschein gave an overview of revenues for Transit.

Support received from the City of Chubbuck will increase by \$26,000.00.

BANNOCK COUNTY FAIRGROUNDS – WATER RATES

In response to questions from Council, Justin Armstrong, Water Department Superintendent, reported a proposed rate plan, similar to what is charged area schools, has been discussed as the water rate for Bannock County Fairgrounds. He noted a letter was mailed to Bannock County regarding the proposed rate. However, the new rate has not been implemented. Mr. Armstrong clarified the adjustment is still being discussed. He noted that Idaho State University and School District No. 25 are charged a commercial rate for water.

Mr. Moore shared information regarding costs for Transit services. He feels since 20% of riders utilizing Transit services are from Chubbuck, the support offered should be based upon the percentage of riders.

Mayor Bald called a recess at 10:49 a.m. Mr. Cooper was excused from the meeting at this time.

Mayor Blad reconvened the meeting at 11:07 a.m.

CITY OF POCATELLO
BUDGET DEVELOPMENT MEETING
APRIL 21, 2016

Mayor Blad read a letter received from a local second grade student that expressed their support for Pocatello and offered suggestions to increase the number of City Parks.

Ms. Stroschein announced there was an additional reduction submitted by Parks and Recreation.

Zoo Division – reduction \$34,370.00.

Elimination of one full-time Zoo Keeper position and replace with a variable hour position at a decrease in paygrade. (Ramification: negative impact on consistency and expertise of exhibit maintenance and animal husbandry.)

Ms. Stroschein reviewed the following items that impact City funds:

FISCAL YEAR 2017 BUDGET CHALLENGE AMOUNT \$1,386,495.00

A breakdown of major expenses creating the Fiscal Year 2017 budget challenge are: Aetna Medical with status quo for distribution (Fire Department staff is included at the Aetna rates), Delta Dental rates with a 5% increase; updated rates for workers compensation without a change to the experience rating of 59%; and a Police Union 2016 negotiated final increase to social security replacement (equal to Fire Union's plan).

CHANGES TO MARKET VALUE OF PROPERTY -

Bannock County is not able to provide information regarding property values at this time. They still need to complete assessments and enter data into the reporting system; Board of Equalization will review appeals by the 4th Monday in June; Final market valuation information will be available to taxing districts July 11 through 18, 2016; homeowners exemption will be \$94,745.00 for the majority of homes. Ms. Stroschein gave a brief history of homeowner exemptions for Pocatello. She noted it is difficult to predict the exemption amounts because the figures fluctuate greatly from year to year.

HOUSE BILL 474 FOREGONE TAX –

House Bill 474 is effective July 1, 2016. The recovery of foregone tax increases from prior years has changed. A new 4-step process is in place. Ms. Stroschein reviewed the new process.

LONGEVITY PAY ANALYSIS - Total Costs \$115,815.000

Finance staff reviewed the detail of each employee scheduled to receive longevity pay in the salary projection for Fiscal Year 2017. Tax Supported Funds - \$89,961.00; Fee Supported Funds - \$25,854.00.

CITY OF POCATELLO
 BUDGET DEVELOPMENT MEETING
 APRIL 21, 2016

STEP MOVES WAGE ANALYSIS – Total Costs \$278,613.00

Tax Supported Funds - \$173,810.00; Fee Supported Funds - \$104,803.00. Total of 159 Employees are moving through steps. Eleven employees are Department Heads moving through steps; and ten employees are over market (at 100%), but still moving through steps.

COMPENSATION PLAN IMPLEMENTATION COSTS –

To get to full implementation of the proposed Market Compensation Plan the estimated costs are: Tax supported Funds \$603,825.00; Tax and Fee Supported funds \$46,346.00; Fee Supported funds \$181,245.00. Total cost for Fiscal Year 2017 is \$831,416.00. It was mentioned once the Plan is implemented the City would need to continue moving people through the ranges individually.

Compensation Percentages related to the Market-

Employee compensation over market (100%) equals 146

Employee compensation under market (100%) equals 375

Employee compensation under minimum (80%) equals 58

PROMOTION/RANK MOVES

Total cost of Promotion/Rank and Class Certification moves is \$164,851.00 - 30 employees

Tax Supported funds (Fire and Police sworn personnel) \$147,372.00

Fee Supported funds (Sanitation, Water and Water Pollution Control) \$17,479.00

RETIREMENTS/EARLY RETIREMENTS

Intent to retire - 29 employees have filed an “intent to retire” in Fiscal Year 2017. The total payoff for vacation, sick leave, and comp time is \$795,837.00. It was noted that \$270,898.00 is available in fund 952 to support these retirements. (This figure is included in the challenge number mentioned earlier.)

Early Retirement of employees - 41 employees are eligible to retire early under the following criteria; must have at least 25 years of service and are PERSI eligible. It was noted that some of these employees have also met the rule of 80/90 combined service years and age. (It was later clarified by Ms. Smith if an officer/employee has met the rule of 80/90, they would not qualify as a candidate for early retirement.)

CITY OF POCATELLO
BUDGET DEVELOPMENT MEETING
APRIL 21, 2016

Total compensation value of employees eligible is \$3,673,097.00. Total payoff required without benefits or potential incentives \$1,178,742.00.

Mr. Moore shared his concerns regarding a buyout of positions that are going to be refilled. He feels the City needs to look at the reorganization of departments if this option is chosen in order to make this cost effective.

Mr. Bray suggested an application process should be created if the Council chooses the early retirement option.

Mayor Blad clarified if Council chooses the early retirement option Human Resources will oversee the process because there are certain guidelines that must be met.

General discussion regarding employee Step Moves and Market guidelines continued.

Ms. Stroschein announced staff has been directed to keep their presentations for the Fiscal Year 2017 budget "flat." She is seeking Council direction in order to proceed from this point.

Mr. Moore would like to move forward under the current pay plan. However, as soon as Council completes the budget process, he suggested conversations regarding longevity and optional pay plans begin.

Mr. Bray disagreed and feels the City will spend more money to stay at the status quo. He would like to "get the ball rolling" on the compensation issue.

Mr. Johnston also felt Council should make the decision now and not wait until next year. He agreed that longevity pay is a difficult issue and suggested the City should either roll it into employee wages or eliminate it.

Mr. Brown agreed with Mr. Johnston. However, he feels it is too large of an issue for the Council to decide at this time.

Mr. Orr agrees with Mr. Brown and Mr. Moore. He would like to freeze the longevity pay to help correct inequity among staff wages and allow employees to move through steps. He also feels longevity is such a big issue that more time is needed to make a decision.

It was mentioned that although Mr. Cooper was not in attendance for this portion of the meeting he had stated earlier that he would like to move forward with changing the pay structure.

Mayor Blad shared that he was comfortable staying with the current pay plan and continue the discussion to change the process. There are negotiable items with the Unions that need to be addressed as part of this process.

CITY OF POCA TELLO
BUDGET DEVELOPMENT MEETING
APRIL 21, 2016

Council acknowledged the Mayor's comments.

Council discussion regarding the proposed budget revenue/reductions presented by City Departments and analyzing City services followed. It was noted that revenue predictions need to be realistic. The information presented by departments will be documented and made available to Council for review.

PROPERTY TAXES – SUMMARY AND HISTORY

Ms. Stroschein reviewed property taxes taken in the amount of \$26,495,490.00 that were applied to the Fiscal Year 2016 budget. She provided estimated amounts that could be taken to apply to the Fiscal Year 2017 budget.

Tax funds available to impact the City's budget were debated. Topics such as: making needed upgrades, funding workers compensation, and meeting capital/maintenance needs that have been postponed for many years were discussed.

Mr. Johnston feels the Council should be united behind Mayor Blad to proclaim the City has not discriminated against any citizen. Staff was instructed to prepare a document declaring the City's position against discrimination. It was mentioned the City is participating in a city-wide event on April 30, 2016 and a proclamation has been prepared.

Mr. Orr asked that the Fire Department find another \$325,000.00 in reductions and noted it cannot come from capital accounts.

There being no further business, Mayor Blad adjourned the meeting at 12:13 p.m.

APPROVED:

BRIAN C. BLAD, MAYOR

ATTEST:

RUTH E. WHITWORTH, CMC, CITY CLERK

3(a)

CITY OF POCA TELLO, IDAHO
CITY COUNCIL AGENDA
CLARIFICATION MEETING AND
REGULAR CITY COUNCIL MEETING
APRIL 21, 2016

CLARIFICATION MEETING The City Council Agenda Clarification Meeting was called to order at 5:33 p.m. by Mayor Brian Blad. Council members present were Roger Bray, Steve Brown, Craig Cooper, Jim Johnston, Gary Moore and Michael L. Orr. No motions, resolutions, orders or ordinances were proposed. No vote was taken.

REGULAR CITY COUNCIL MEETING

AGENDA ITEM NO. 1: The Regular City Council meeting was called to order at 6:02 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: An invocation was offered by Pastor Jeff Fadness, representing INVOCATION Calvary Chapel Pocatello.

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 Clarification meeting and Regular City Council meeting of April 7, 2016.

-TREASURER'S REPORT (b) Consider the Treasurer's Report for March 2016 showing cash and investments as of March 31, 2016 in the amount of \$46,528,937.86.

-POCA TELLO DEVELOPMENT AUTHORITY REAPPOINTMENTS (c) 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.

-2016 PUBLIC AUCTION AGREEMENT (d) 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.

-USE AGREEMENT (e) Consider a Use Agreement, subject to Legal Department review, -POCA TELLO PEDALFEST 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.

-USE AGREEMENT (f) 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.

-RESOLUTION (g) Consider approving a Resolution (2016-04) 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.

-RESOLUTION (h) Consider approving a Resolution (2016-05) 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.

-RESOLUTION (i) Consider approving a Resolution (2016-06) 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.

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

AGENDA ITEM NO. 4: Mayor Blad recognized boy scouts from Troop COMMUNICATIONS No. 358 in the audience. AND PROCLAMATIONS

Mr. Bray, on behalf of Mayor Blad, proclaimed April 21 through April 28, 2016 to be Zonta Club of Pocatello week in Pocatello and encouraged citizens to recognize the ways in which Zonta International members improve the lives of Pocatello residents.

Pamela Kennedy, Zonta Club of Pocatello President, thanked the Mayor and Council for the proclamation and announced a Zonta fundraiser to be held on April 28, 2016.

AGENDA ITEM NO. 5: Mayor Blad reminded the Council of the May 5th Budget CALENDAR REVIEW Development meeting at 9:00 a.m.; the May 5th Regular Council meeting at 6:00 p.m.; and the May 12th Study Session at 9:00 a.m. followed by a Budget Development meeting.

Mayor Blad announced the Recreation Center is now closed on Sundays and will resume Sunday hours on October 16, 2016; the 25th annual open house recognizing National Water Week will be held May 2nd through May 5th at the Water Department, 1889 North Arthur Street; the Parks and Recreation Department Fun Run Series will begin on May 7th with the "Law Day Run"; Animal Services will be holding the rabies and microchip clinic at Bannock County Fairgrounds May 7th from 9:00 a.m. to 1:00 p.m.; and May 7th will be the communitywide cleanup beginning at Caldwell park with a free breakfast from 8:30 a.m. to 10:00 a.m.

Mayor Blad reminded citizens the annual spring cleanup at City cemeteries continues through the end of April. Crews will be removing and discarding all flowers and decorations; and the half-price City animal license campaign will run throughout the month of May.

Mayor Blad announced a proclamation would be issued by the City at an Idaho State University gathering to be held Saturday, April 30th at 1:00 p.m.; he stated the Olympus Drive widening project is progressing well and thanked citizens for their continued cooperation.

Mr. Johnston encouraged citizens to participate in recognizing kind actions throughout the community.

AGENDA ITEM NO. 6: 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) have submitted an application to subdivide approximately 2.0 acres into 3 lots located on Cheyenne Street at the Portneuf River.

SHORT PLAT
-CHEYENNE GATE

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

A motion was made by Mr. Bray, seconded by Mr. Brown, to approve a request by Intermountain Gas Company and David Klatt, surveyor, to approve an application to subdivide approximately 2.0 acres into three (3) lots located on Cheyenne Street at the Portneuf River with the following conditions: 1) Engineering: All conditions noted in the memorandum dated April 6, 2016 from Merrill Quayle to Matt Lewis 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; and 3) all other standards and conditions of Municipal Code not herein stated but applicable to platting and commercial development shall apply and that the decision be set out in appropriate Council decision format. Upon roll call, those voting in favor were Bray, Brown, Cooper, Johnston, Moore and Orr.

AGENDA ITEM NO. 7: 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 remained in the "Council Select" fund.)

"COUNCIL SELECT"
FUNDING REQUEST
-IDAHO FIELD OF
HEROES MEMORIAL

A motion was made by Mr. Moore, seconded by Mr. Cooper, to approve a request by Idaho Field of Heroes Memorial, represented by Susan Thurm, for "Council Select" funds in the amount of \$250.00 to be used to help pay for the rental of portable toilets in connection with the Idaho Field of Heroes Memorial event to be held at Century High School May 23 through 31, 2016. Upon roll call, those voting in favor were Moore, Cooper, Bray, Brown, Johnston and Orr.

AGENDA ITEM NO. 8: Council was asked 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.

A motion was made by Mr. Moore, seconded by Mr. Bray, to approve a request to grant a beer/wine permit to Corey Wight at Centennial Park on June 11, 2016 from 11:00 a.m. to 8:00 p.m. and allow the consumption of beer and wine at the park in conjunction with the Pedal Fest bike race event at City Creek recreation area. Upon roll call, those voting in favor were Moore, Bray, Brown, Cooper, Johnston and Orr.

AGENDA ITEM NO. 9: Council was asked 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.

A motion was made by Mr. Orr, seconded by Mr. Johnston, to declare items identified as surplus property to be sold at the City's Annual Action on May 14, 2016. Upon roll call, those voting in favor were Orr, Johnston, Bray, Brown, Cooper and Moore.

AGENDA ITEM NO. 10: Council was asked 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.

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

AGENDA ITEM NO. 11: Council was asked to consider an agreement with Zach Sutton, dba 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.

In response to a question from Council, John Banks, Parks and Recreation Director, stated the additional use of City baseball fields by baseball leagues has not had negative effects on the City's baseball program. He added that the City receives revenue for each baseball game played on City fields during the proposed Idaho Select Baseball events.

A motion was made by Mr. Moore, seconded by Mr. Orr, to approve an agreement with Zach Sutton, dba Idaho Select Baseball (ISB), to use City baseball fields for a baseball league to be held April 1, 2016 through August 31, 2016 and that ISB will be required to pay rental fees for the fields; any additional sanitation charges; any additional portable restroom service charges; and provide insurance naming the City as an additional insured. Upon roll call, those voting in favor were Moore, Orr, Bray, Brown, Cooper and Johnston.

AGENDA ITEM NO. 12: Council was asked to consider approving an agreement with FORE
FORE GOLF Golf, Inc. to operate concessions in the Softball and Baseball
CONCESSION Complex areas at NOP Park starting May 1, 2016 through October
AGREEMENT-NOP PARK 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.

A motion was made by Mr. Cooper, seconded by Mr. Orr, to approve 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 tournaments and that the City will receive 25% of the net profits from concessions sold at each park, and that FORE Golf, Inc. shall provide liability insurance naming the City as an additional insured.

In response to a question from Council, John Banks, Parks and Recreation Director, stated that the proposed concession agreement with FORE Golf, Inc. is beneficial to the City and that previous agreements have shown to be very successful.

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. 13: Council was asked to consider approving a License Agreement for
HALLIWELL PARK the 2016 baseball season with Gate City Grays Baseball for use of
LICENSE AGREEMENT Halliwell Park's Bill Derham Memorial Field from May 1, 2016
-GATE CITY GRAYS 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 was also asked 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.

A motion was made by Mr. Moore, seconded by Mr. Brown, to approve 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 and allow the consumption of beer/wine during the Gate City Grays Baseball games and that the electricity (light consumption) fees and the alcohol beverage license fee for the 2016 season shall be waived and that Grays Baseball shall provide the required liability insurance, naming the City as an additional insured; be responsible for field maintenance; cleaning the facilities; and any

damage resulting from their use. Upon roll call, those voting in favor were Moore, Brown, Bray, Cooper, Johnston and Orr.

Terry Frederickson, Gate City Grays co-owner, expressed appreciation to the Council for supporting the efforts of the Gate City Grays. He stated the baseball team allows opportunities for many Idaho players, including veterans. Mr. Frederickson added that the partnership with the City also develops the American Legion baseball program through concessions revenue and that 50% of the proceeds from alcohol sales will go to the Centennial Rotary Club. He encouraged citizens to become members of the Gate City Grays Booster Club.

AGENDA ITEM NO. 14: Council was asked 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.

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

AGENDA ITEM NO. 15: Council was asked 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.

A motion was made by Mr. Bray, seconded by Mr. Cooper, 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 and that Parks Division staff will plant the trees, if awarded. Upon roll call, those voting in favor were Bray, Cooper, Brown, Johnston, Moore and Orr.

AGENDA ITEM NO. 16: Council was asked 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.

A motion was made by Mr. Moore, seconded by Mr. Johnston, to approve 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. to train their Special Olympic athletes. Upon roll call, those voting in favor were Moore, Johnston, Bray, Brown, Cooper and Orr.

AGENDA ITEM NO. 17: Council was asked to approve the Mayor's signature on a ZOO ENTRANCE ADA PATHWAY CONTRACT -KERSHAW CURB AND GUTTER, LLC 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.

A motion was made by Mr. Johnston, seconded by Mr. Brown, 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, which is scheduled to be completed by May 30, 2016. Upon roll call, those voting in favor were Johnston, Brown, Bray, Cooper, Moore and Orr.

AGENDA ITEM NO. 18: Idaho Lorax, Pocatello resident, shared his support for a "citizen scientist" group and encouraged participation in community cleanup efforts.

Kevin Perry, 1478 Ridge Street, stated he has given information to the Legal Department and is waiting to hear from City attorneys.

Niki Taysom, 4963 Yellowstone Avenue, Chubbuck, shared quotes from various books and expressed her support of the Constitution.

There being no further business, Mayor Blad adjourned the meeting at 6:44 p.m.

APPROVED:

BRIAN C. BLAD, MAYOR

ATTEST:

RUTH E. WHITWORTH, CMC, CITY CLERK

PREPARED BY:

KONNI KENDELL, DEPUTY CITY CLERK

MEMORANDUM

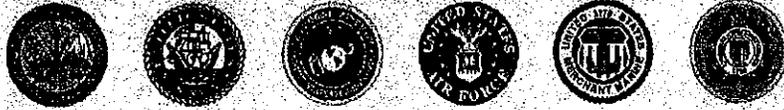
TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney 
RE: Agreement with VFW Post #735
DATE: April 27, 2016

I have reviewed the above-referenced Agreement and it meets with my approval for the Mayor's signature when the Council so authorizes. The City of Pocatello has entered into similar agreements in the past. The Agreements relates to the members of VFW Post #735 selling animal licenses on behalf of the City of Pocatello.

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



Veterans of Foreign Wars of the United States of America
And Auxiliary
Pocatello Post #735, Pocatello, Idaho



To: *City of Pocatello (Council Members)*
Animal Service Director
C/O Mr Richard Stewart
Upper Level Ross Park
Pocatello, Idaho 83205

From: *Commander Mr. Richard M. Hollingsworth*
9502 West Gibson Jack Ck Road
Pocatello, Idaho 83204
208-221-0077

Date: 27th March 2016

Reference: **Animal Licensing Campaign**

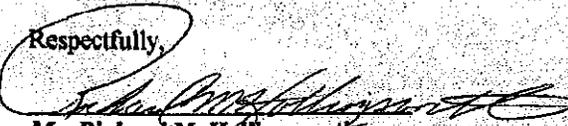
City Council and Pocatello Animal Shelter (Mr Stewart), we are asking you to authorize the Veterans of Foreign Wars Post #735 of the United States of America to conduct in the month of May 2016 the selling of Dog and Cat licenses for the City of Pocatello to the community members.

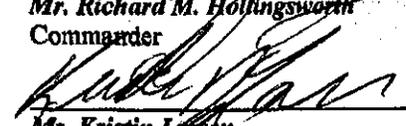
The Locations would be Smiths in Chubbuck, Idaho and Wal Mart from 10 AM till 6 PM on Monday thru Saturday during the month of May 2016. We will be wearing our Veterans of Foreign Wars shirt and Garrison cap.

The Veterans of Foreign Wars of the United States of America has been selling Dog & Cat Tags for Chubbuck over the last 6 years, at Smiths and Pet Co. Pocatello allowed us to sell the tags last year, at Smiths, Wal Mart and Pet Co.

This is a fund raiser for our post. The Veterans of Foreign Wars are all combat veterans, we hope that you will support our cause and mission which we have for the community and our veterans.

Respectfully,


Mr. Richard M. Hollingsworth
Commander


Mr. Kristin Larson
Adjutant

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of May, 2016, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as "City"; and Pocatello Post No. 735, Veterans of Foreign Wars of the United States, Inc., a registered Idaho non-profit corporation, hereinafter referred to as "VFW POST #735."

WHEREAS, the City operates an animal control facility and regulates animals within the City limits through issuance of animal licenses, and

WHEREAS, in prior years the City has entered into an agreement with Non-Commissioned Officers Association of the United States of America, Pocatello Chapter #888 NCOA, wherein NCOA would conduct a licensing campaign for reduced license fees; and

WHEREAS, VFW POST #735 would like to enter into a similar agreement to conduct a licensing campaign for reduced license fees; and

WHEREAS, VFW POST #735 has been in contact with NCOA;

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

1. The term of this Agreement shall be for one year, from May 1, 2016, through April 30, 2017.
2. The parties agree that VFW POST #735 shall:
 - a) establish two (2) stations, the locations of which are identified as Smiths in Chubbuck, and Walmart in Chubbuck, where VFW POST #735 will sell City animal licenses at a reduced price;
 - b) operate the stations for a period of not less than five (5) hours per day, Monday through Saturday, from May 1st, 2016, to May 31st, 2016, (excluding National Holidays);
 - c) turn in cash and receipts collected from the sale of licenses to City of Pocatello Finance Department the following business day.
3. The parties agree that City shall:

a) provide a schedule of fees, receipt books, and licenses to VFW POST #735;

b) pay one dollar (\$1.00) to VFW POST #735 for each license VFW POST #735 sells during the month of May 2016. Payment to VFW POST #735 will occur after all receipts are turned into the City and an accounting has been completed. The City will pay VFW POST #735 in one payment for the total number of licenses sold within forty-five (45) days of May 31, 2016.

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

CITY OF POCATELLO, a municipal
corporation of Idaho

BRIAN BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk

POCATELLO POST NO. 735, VETERANS
OF FOREIGN WARS OF THE UNITED
STATES, INC., a registered Idaho non-
profit corporation

RICHARD M. HOLLINGSWORTH,
President

STATE OF IDAHO)
 ss:
County of Bannock)

On this _____ day of May, 2016, before me, the undersigned, a Notary Public in and for the State, personally appeared Brian Blad and Ruth E. Whitworth, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

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

SEAL

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

STATE OF IDAHO)
 ss:
County of Bannock)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State, personally appeared Richard M. Hollingsworth, known to me to be the President of Pocatello Post No. 735, Veterans of Foreign Wars of the United States, Inc., who executed the foregoing instrument on behalf of said organization, and acknowledged to me that such organization 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 Pocatello
My commission expires: _____

3(f)

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney 
RE: Shelter Animal Count ("SAC") Grant Participation (Animal Control)
DATE: April 27, 2016

I have reviewed the above-referenced grant documents and they meet with my approval for the Mayor's signature once so authorized by the Council. I would recommend that the Council ratify Animal Services participation in this grant.

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

Terms of Participation

Shelter Animals Count (“SAC”) maintains a database of animal shelter data (the “Database”), in an effort to create a national database for the animal welfare field (the “Project”). When a shelter (“Shelter”) provides information (the “Information”) for the Database, it will be provided and used on the following terms:

1. Shelter agrees to submit complete data into the SAC data matrix portal each month.
2. Permission to use Information. SAC has permission to use any Information submitted by Shelter to SAC in the Database at no cost to SAC. This permission will be on a non-exclusive, worldwide, royalty-free, permanent basis, meaning that Shelter may give others permission to use the Information in addition to SAC; that the Database may be used anywhere and without time limit; SAC does not have to pay any royalties for using the Information in the Database.
3. Permitted uses of Information. SAC may use the Information by compiling it with the data of other participating organizations and otherwise supporting its development of a national database for the animal welfare field. SAC may include the Information in data analysis projects, and may disclose, publish, or present the results of those projects for any lawful purpose relating to the Project, including demonstrating the Project to potential funders. SAC may not, however, disclose, distribute, present, or publish any of the Information in a way that discloses the identity of any animal or any person associated with an animal.
4. Shelter owns the Information. Shelter does not transfer ownership of the Information to SAC, and these Terms of Use do not limit or restrict in any way Shelter’s ownership of the Information. Shelter reserves all rights in and to the Information not specifically granted to the SAC in these Terms of Use.
5. Shelter’s and SAC’s representations to each other. Shelter represents to SAC that the Information is accurate and that it is not limited in any way from sharing the Information. Shelter agrees to SAC’s TERMS OF USE AND PRIVACY POLICY.

AGENDA

ITEM

NO. 7

**EXECUTIVE SUMMARY
PLANNING & DEVELOPMENT SERVICES DEPARTMENT
STAFF REPORT**

To: Mayor Blad & Pocatello City Council
From: Matthew G. Lewis, Planning Division Manager
Date: May 5, 2016

MBL

SUBDIVISION: Crestview Estates, Division 1
TYPE:

Preliminary:	Final:XXXXX	Short:
--------------	-------------	--------

- A. Staff Recommendation (Final Plat EXHIBIT 1):** Staff finds that the Final Plat is in substantial conformance with the Preliminary Plat and therefore recommends approval of the subject plat with the following conditions:

CONDITIONS

- 1. Public Works:** All conditions submitted by Public Works Department representatives as noted in (EXHIBIT 2) dated April 25, 2016 shall be adhered to.
 - 2. Public Works:** The existing 8-inch water line shall be brought into compliance with current standards. See temporary waterline easement agreement instrument #21301600 (EXHIBIT 3).
 - 3.** Staff recommends that an exception be granted to Municipal Code Section 10.08.010 Method of Parking, and 17.05.060(E) allowing Mariah Way to be used for maneuver area from the proposed trailhead. This is based on a written request provided by the applicant
 - 4.** All other standards or conditions of Municipal Code not herein stated but applicable to residential development shall apply.
- B. Planning & Zoning Commission Action/Recommendation:** The Commission reviewed the Preliminary Plat at their regularly scheduled meeting held on December 9, 2015 at which time they recommended approval of the plat with the following conditions.
- 1. Public Works:** All conditions submitted by Public Works Department representatives as noted in (EXHIBIT 4) dated November 18, 2015 shall be adhered to.
 - 2.** All other standards or conditions of Municipal Code not herein stated but applicable to residential development shall apply.

GENERAL BACKGROUND

- a. **Applicant and Request:** Pocatello Creek Development Corp., represented by Ryan Satterfield (mailing address: 2432 Andrew Street, Pocatello, ID 83201) and Rocky Mountain Engineering & Surveying (RMES), have submitted an application and preliminary plat for a proposed 23-lot subdivision to be known as **Crestview Estates Division 1**.
 - b. **Site Detail:** The proposed subdivision encompasses 15.76 acres (more or less) of which 14.44-acres which was originally located in Bannock County but annexation was approved by the City Council at their meeting held on January 21, 2016. The property is zoned Residential-Low (RL) density which is consistent with surrounding properties. This designation requires a minimum lot size of 7,500 square-feet. The smallest lot proposed in the subject subdivision measures 14,700 square feet.
 - c. **Right-Of-Way Improvements:** Lois Lane, currently a dead-end street providing access to two existing residential homes, is proposed to be extended north & eastward intersecting with a new proposed street named Mariah Way. The latter street will extend north/south approximately 455-feet then curving into an easterly direction for 388-feet (+/-) end where it will terminate with a temporary hammerhead turn-around as will the northern part of Mariah Way. The Right-Of-Way of both streets will consist of the following:
 - * Two 10-foot wide traffic lanes;
 - * Two 8-foot wide parking lanes provided on both sides;
 - * A 7.0 foot wide planter strip on both sides;
 - * A 4 foot wide sidewalk on both sides;
 - * Total R-O-W width of 60-feet
- Lois Lane primary access is via Satterfield Drive which is a minor arterial extending from Pocatello Creek Road on the south to Jerome on the north.
- d. **Infrastructure:** The subject property can be served by extending existing water, sewer & roads. It will be the developers responsibility to contact the appropriate utilities including but not limited to Intermountain Gas, Idaho Power, and Cable one
 - e. **Storm water:** Lot-11 which is commonly known as "Blue Bird Gulch" is proposed to be dedicated to the City of Pocatello for storm water detention and for public access. A majority of the lot will remain in its natural state which consists of mature juniper trees. The exception will be where grading occurs as part of developing the storm water detention pond. A storm water plan which includes a written analysis, calculations, and details of the storm water plan was submitted as part of the Final Plat Construction Plans.
 - f. **Open space:** As noted above Lot-11 will for the most part remain in its natural state. The developer is proposing a small "trailhead parking" area off of Mariah Way with an access easement extending from there to Blue Bird Gulch (Lot-11). Public Works staff

has noted three (3) conditions which are as follows (also see **Exhibit 2** dated April 25, 2016).

1. Condition 2 (ee): Back out parking at the trailhead onto Mariah Way will require separate approval by the City Council (see recommended condition #2 above)
2. Condition 2 (ff): Place the sidewalk at the trailhead parking area on the trail side of the parking. This removes the sidewalk from being behind the vehicles.
3. Condition 2 (gg): The shared trail shall be 10-feet in width with 2-foot shoulders and clear space on both sides for maintenance.

COMPREHENSIVE PLAN

The Comprehensive Plan Map designates the area for residential use. Staff finds the following goals, objectives and policies from the Comprehensive Plan to be applicable to this application:

Parks, Trails & Recreation Goal 1: Provide recreational opportunities for all citizens.

Policy 1.3: Provide a variety of trails & paths throughout the community whenever feasible.

Housing Goal 1: Encourage development of a wide variety of high-quality housing opportunities that are safe, sanitary, attractive and affordable.

Objective 1.1: Encourage development of housing affordable for households of all income levels throughout the community.



Exhibit 2

Memorandum

To: Matt Lewis, Planning Division Manager
From: Merrill Quayle PE, Public Works/Development Engineer *MQ*
Date: April 25, 2016
Re: Crestview Estates Division 1 – City Council Final Plat 5-5-2016

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

1. Plat

- a. Prior to recording the Plat a more inclusive and comprehensive review shall be done, coordinate all plat correction through Mark Jensen, City of Pocatello City Surveyor.
- b. Subdivision plat shall conform to all state and local laws and ordinances.
- c. Notes on the plat shall be approved by the City of Pocatello City Surveyor and Legal Department prior to recording.
- d. Note protecting access through the easement from any obstructions that will limit access for maintenance.
- e. The boundary of the subdivision shall be marked with 5/8" rebar and stamped 2" aluminum cap.
- f. CCR's shall be submitted to the City for review and approval prior to recording.
- g. 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.
- 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. Construction Plans/Infrastructure

- a. The 1997 uniform building code appendix chapter 33 section 3309 "excavation and grading" shall be followed. For example if grading is in excess of 5,000 cubic yards then a soils engineering report and engineering geology report shall be required at the time of final application.
- b. Filing of a notice of intent (NOI) and a formal Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Environmental Protection Agency (EPA) Construction General Permit (CGP) shall be submitted if the project requires, if required then a copy shall be submitted to the City.
- a. At the time of construction the sediment and erosion control plan must bear the signature and certification number of the individual who has successfully completed an approved training course and who has demonstrated competence, through education, training, and knowledge of the applicable laws and regulations in erosion and sediment. The sediment and erosion control plan shall meet the requirements of the federal construction general permit.
- b. Stormwater design and construction shall meet the core elements in the Portneuf Valley Stormwater Design Manual such as but limited to; on site retention of the 95% storm, treatment

design (volume, flow, and bypass), site passage of upland flow and site runoff, Operation and Maintenance Manual, access to pond and structures.

- c. Show the storm system design on the grading plans.
- d. Provide pond details on the construction plans such as but not limited to construction limits, slope limits, structure location, piping, cross sections, pond access.
- e. Add a profile sheet for ponds, piping and structures.
- f. Consider looking at the efficiency of SDCB-06, may be better located in another location.
- g. Provide clarification for the storm line located at approximate station 157+00 and extending to the north, where does it go, how does it fit with the storm water system. May provide the concept masterplan to see if this is the type of system the City is willing to accept such as storm lines in easement for maintenance will require roadways for access. Without an understanding of this system the City cannot accept it.
- h. Provide pipe anchors on all pipes that exceeds 20% grade.
- i. Remove the sump from SDMH-18 on sheet C-6.5.
- j. Identify floating pipe in profile view on sheet C-6.5.
- k. Verify SDCB-10 will not be constructed in a driveway approach.
- l. Provide access for maintenance to SDMH-19 and a note on the plans protecting access through the easement from any obstructions that will limit access for maintenance.
- m. Submit for review and approval a sewer service table that can be used in the as-built drawings.
- n. Profile depicts areas of fill over the existing water lines (18-inch transmission line and 8-inch distribution main) at STA 10+33.74 to 11+30 and 12+60 to 14+75 on proposed Mariah Way. The existing 8-inch distribution main was installed at greater than acceptable depth of bury from ~STA 13+35 on Mariah Way extending south to the point of the ridge.
As referenced in the temporary water line easement (#21301600), it was agreed that the line depths would be brought into compliance with the standards at the time of development for this area. The existing 8-inch waterline entering from the south exceeds the maximum bury depth and will require replacement at correct depth. No fill exceeding the existing topography will be acceptable above the 18-inch transmission line.
- o. If the 8-inch waterline is to be replaced, consideration for future conveyance capacity that this line will be required to provide should be made.
- p. Delineate vertical and horizontal separation between water, sewer and stormwater.
- q. Place note and clarification on plans that City to make all tapes on existing waterlines in use at the contractor's expense.
- r. Hard to depict the 8 and 18 inch existing water lines in plan view through the asphalt shading. Identify existing valves and appurtenances on existing water mains.
- s. Clarify the proposed water main line connection to the existing water main line in the profile view on sheet C-6.4.
- t. Provide clarification on water line termination on sheet C-6.5 at a fire hydrant with angles and reducer.
- u. Turnarounds shall meet the 2012 International Fire Code appendix D requirements.
- v. Move fire hydrant at station 6+68 to the planter strip.
- w. The plan and profile views are not to the correct scale.
- x. Profile views indicate vertical bends in the pipe but there are no call outs for fittings, add fittings and call outs in the appropriate locations and as shown in the plan mark-ups.
- y. A "will serve" letter from each serving utilities is required to be submitted to the City.
- z. Utility and street light approval is required by the City.
- aa. US Mail box units required and location approved by the Post Master and the City of Pocatello.
- bb. Text size on the plans needs to be enlarged, the size currently is hard to read or provide a full size set to review.
- cc. As-Built Drawings shall be submitted on Arch D (24" x 36").

- dd.** Consider pre-grading lots with excessive material to be removed during home construction.
- ee.** City Council to consider granting an exception to municipal code 10.08.010 Method of Parking and 17.05.560 (E) Design and Construction Standard to allow parking other than parallel to the curb and allow vehicles to overhang or park in or over the public right-of-way or use public right-of-way for maneuver area at a trail head.
- ff.** Place the sidewalk at the trail head parking area on the trail side of the parking; this will remove the sidewalk from behind the vehicles.
- gg.** The shared trail is to be 10 foot wide with 2 foot shoulders and clear space on both sides for maintenance.
- hh.** On sheet C-5.3 there is a note that states for walking trail and pond access information see sheet C-5.4. No information could be found on this sheet.
- ii.** There is no typical section for the trail or schedule of work such as who is grading, constructing, paving etc. provide this information for review and approval.
- jj.** There has been discussion that the Portneuf Greenway is accepting the trail but there has been no documentation that reflects the discussion. Also the plat indicates Lot 11 Block 3 is going to be dedicated to the City. If the City is to maintain the trail and trail head parking there needs to be discussion with the City on the financial impact to those department's budget.
- kk.** On sheet C-5.4 there is a transition show on the trail width. The trail section needs to be 10 foot wide with 2 foot shoulders and clear space for maintenance. The pond access and maintenance section needs to be a minimum of 12 foot wide and meet the standards found in ISPWC SD-304, and as outlined in the Portneuf Stormwater Design Manual.
- ll.** Provide improvements such as curb cut meeting ADA requirements, thickened sidewalk section and a deterrent limiting vehicle access to the trail and maintenance access road until needed.
- mm.** Provide stationing, correct scale, callouts for appurtenances, valves, fire hydrants, catch basins in plan and profile sheets. Some information is there but others are missing.
- nn.** Provide the details for the design that are not currently shown on the plans and not found in the ISPWC details.
- oo.** A secondary review of the construction plans is required prior to acceptance and will incur additional fee of \$150.00 per fee resolution 2015-11.

Exhibit 3

21301600

41

TEMPORARY WATER LINE EASEMENT

THIS INDENTURE, made this 17th day of January, 2013, by and between POCA TELLO CREEK DEVELOPMENT CO (an Idaho corporation) herein referred to as the GRANTOR and the CITY OF POCA TELLO (A Municipal Corporation of Idaho), herein referred to as the GRANTEE.

WITNESSETH:

WHEREAS, the GRANTOR is the owner of certain hereinafter described land; and

WHEREAS, the GRANTEE desires and requests an easement on an across said land for the purpose of constructing and maintaining an underground water line; and

WHEREAS, due to the difficulty of the terrain and the projected finished grade of the anticipated street in the easement area, an 8" line was installed deeper than the desired 6 foot maximum City of Pocatello standard to allow for future flexibility when development in the area occurs. It has been agreed that line depths for both the 18" feeder line and the 8" mainline will be assessed at the time of development of the area over this easement and lines will be brought into compliance with the standards as required at the time of said future development.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the GRANTOR does hereby grant unto said GRANTEE, its agents, successors, assigns and transferees the right to construct and install the improvements herein indicated including the necessary trenches, pipes, manholes, connections or incidental appurtenances, and such other things as may be necessary on property within Pocatello, Bannock County, Idaho, described as follows, to wit:

SEE EXHIBIT A AND ATTACHED DISPLAY MAP

Together with the right and privilege of ingress and egress for the purpose of construction, reconstruction, and maintenance purposes.

It is agreed by the parties hereto that this easement shall NOT be perpetual, **but All rights, title, and privileges herein granted shall be extinguished upon the recording of a plat or deed which provides for the dedication of public right-of-way over the described easement.**

4-3

21301600



Voice: (208) 234-0110 + Fax: (208) 234-0111 + www.rmes.biz

EXHIBIT A

A 20 foot wide strip of land located in the Northeast 1/4 of the Northwest 1/4, the Northwest 1/4 of the Northeast 1/4, and the Southeast 1/4 of the Northwest 1/4, of Section 7, Township 6 South, Range 35 East, Bannock County, Boise Meridian being 10 feet on each side of the following described centerline;

Commencing at the North 1/4 corner of said Section 7, marked by a found 2 inch aluminum cap stamped "PLS 942" as described in corner perpetuation inst. No. 94011573;

Thence South 00°00'05" West, (basis of bearing per City of Pocatello Datum based on the central meridian of the East Zone of the Idaho State Plane Coordinate system), along the meridional centerline of said Section 7, a distance of 632.55 feet;

Thence South 85°39'58" West, a distance of 30.80 feet to the **POINT OF BEGINNING** of said centerline;

Thence South 04°20'33" East, a distance of 379.22 feet to a point of tangency with a 565.00 foot radius curve whose center bears South 85°39'27" West;

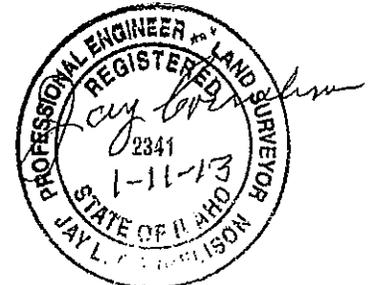
Thence following said curve in a southwesterly direction through a central angle of 08°13'20", with an arc length of 81.08 feet, (the chord of said curve bears South 00°13'53" East, a distance of 81.01 feet);

Thence South 03°52'47" West, a distance of 487.96 feet to a point of tangency with an 830.00 foot radius curve whose center bears South 86°07'13" East;

Thence following along said curve in a southeasterly direction, through a central angle of 08°41'01", with an arc length of 125.79 feet, (the chord of said curve bears South 00°27'52" East, a distance of 125.00 feet);

Thence South 04°48'14" East, a distance of 207.84, to the point where the northerly and easterly sideline of an easement, granted to the city of Pocatello, for the construction and maintenance of a water line recorded under instrument no. 726502 turns to the South, the **POINT OF TERMINUS** of said described centerline.

The sidelines shall extend or shorten to terminate on a line bearing South 85°39'58" West and North 85°39'58" East on the North end of said strip, and South 82°34'10" West and North 82°34'10" East on the South end of said strip.



Focused on Solutions

21301600

4-4

CENTERLINE OF EASEMENT
INSTRUMENT NO. 726502

N 07°25'50" W
5.15'

LOT 1, BLOCK 4
GREENFIELD
HEIGHTS
2ND ADDITION
N 82°34'10" E
159.11'



S 07°24'38" E
1129.29'

LATITUDINAL
CENTERLINE
OF SECTION 7

MERIDIONAL CENTERLINE
SECTION 7

CENTERLINE OF EASEMENT RECORDED
AS INST. NO. 726502

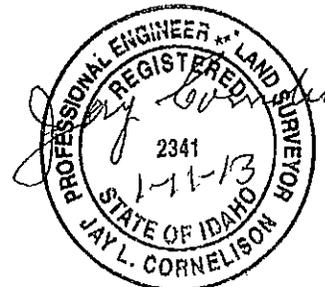
POINT OF
BEGINNING

S 07°24'38" E
8.78'

20' WIDE
EASEMENT

S 14°52'46" E
192.86'

POINT OF
TERMINUS



DISPLAY FOR WATERLINE EASEMENT

SHEET NO.



(Planning + Zoning Commission)

Memorandum

To: Matt Lewis, Planning Division Manager
From: Merrill Quayle PE, Public Works/Development Engineer MB
Date: November 18, 2015
Re: Crestview Estates Division 1 - P&Z Preliminary Plat 12-9-2015

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

1. Plat

- a. Coordinate all plat correction through Mark Jensen, City of Pocatello City Surveyor.
- b. Subdivision plat shall conform to all state and local laws and ordinances.
- c. Notes on the plat shall be approved by the City of Pocatello City Surveyor and Legal Department prior to recording.
- d. The boundary of the subdivision shall be marked with 5/8" rebar and stamped 2" aluminum cap.
- e. Clarify if there is any CCR's associated with this plat. CCR's shall be submitted to the City for review and approval prior to recording.
- f. Provide adjoining property owners recorded deeds, a copy of all recorded easements and document(s) which grants the signatory to sign the plat on the behalf of the owner(s) to the City Surveyor for final review.
- g. The plat shall be black opaque ink, no gray scale or color.
- h. The plat shall be reproducible on an 8.5x11 sheet of paper per Bannock County instructions.

2. Construction Plans/Infrastructure

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

applicable laws and regulations in erosion and sediment (if certified person is unknown indicate that information will be submitted prior to any work to the site). Submittal shall meet the requirements of the federal construction general permit.

- d. At the time of the final plat submittal to city for review, the qualified engineer shall submit a written analysis of the storm water plan. This will include but not be limited to the associated calculations, pipe size, and design details showing that the proposed design meets the core elements found in the Portneuf Valley Stormwater Manual.
- e. The stormwater system show terminating on Mariah Way, with no extension to the east, provide the concept overview for the area stormwater system for reference and ability to answer future questions.
- f. Provide documentation and clarification for the existing pond and access found at Blue Bird Gulch. The Crestview Park 1st Addition plat calls out a drainage easement across lots 1 and 2 block 4 but no reference for a pond or access and maintenance easement. If no documentation can be found then provisions will need to be made for access and maintenance to existing and proposed infrastructure in this area.
- g. Provide the model results for the culinary water system for projected pressures and flows for the subdivision and the entire pressure zone affected. Supply a digital layout of the subdivision with elevations for model verification.
- h. Relocate the water tie-in from the parking area north to the roadway of Mariah Way.
- i. As part of the final plat application address the temporary water line easement and agreement (recorded instrument number 21301600) stating it has been agreed that line depths for both the 18" feeder line and the 8" mainline will be assessed at the time of development of the area over the easement and lines will be brought into compliance with the standards as required at the time of said future development.
- j. A "will serve" letter from each serving utilities is required to be submitted to the City.
- k. Utility and street light approval is required by the City.
- l. US Mail box units required and location approved by the Post Master and the City of Pocatello.
- m. Turnarounds shall meet the 2012 International Fire Code appendix D requirements.
- n. Add a fire hydrant between lot 3 and 4 block 2 to meet the fire hydrant spacing requirements.
- o. Lois Lane right-of-way use a 12:1 taper for the curb transition between Crestview Park 1st Addition and typical section of Crestview Estates Division 1.
- p. Who will be constructing and owning the trailhead parking and trail system shown on the drawing submitted with the preliminary plat application.
- q. Route sidewalk at trail head to be in front of the vehicles.
- r. Back out parking at trail head as shown will require City Council Approval. Make sure this is part of the final application request.



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

FINAL PLAT APPLICATION

Submittal Date: 4.7.16

Permit No.: 16-695

Staff Contact: ML

Receipt #: 97572

City Council Date: 5.5.16

Receipt Date: 4.8.16

Filing Fee (see below): Plat \$ 250 + Survey \$ 825 + Plan \$ 660 + Inspections \$ 1380 = Total Due \$ 3115

PLANNING REVIEW FEES:

Final Plat: \$250.00

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:

Name: Satterfield Realty & Development, Inc.
Mailing address: 2432 ANDREW ST. POCATELLO, ID
Phone: 208-232-1468

Engineer:

Firm & Contact: RMES - J. MITCHELL GREER, PE, PLS
Mailing address: 600 E. OAK ST. POCATELLO, ID
Phone: 208-234-0110

Project Information:

Subdivision Name: CRESTVIEW ESTATES - DIVISION 1
Zoning District: RESIDENTIAL LOW DENSITY Comprehensive Plan Land Use Designation: RESIDENTIAL
Location (Section, Township, Range): S1/2 OF S7, T. 6 S., R. 35 E., B.M., BANNOCK COUNTY, IDAHO
General Location: EAST OF SATTERFIELD DRIVE, AT THE CURRENT END OF LOIS LANE
Total Acreage: 15.85 AC. Total Number of Lots: 23 (22 BUILDABLE + 1 OPEN SPACE)

TERMS AND CONDITIONS

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] - PRESIDENT Date: 3/8/16

Signature of Representative: [Signature] Date: 3/8/16

** If the application is for a short plat, a sign (giving public notice) will be posted at the proposed site during the course of these proceedings.*

AGENDA

ITEM

NO. 8



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

8

Name of Permittee Karoline Hawkins ID Verified DOB: 06/26/1989
mm/dd/yyyy

Address 5910 Ruth Pocatello 83202 Phone (208) 317-6113

Date of Event 5/7/16 City _____ Zip _____ Time 12:00 am (pm) to 6:00 am (pm)

Nature of Event College graduation bbg w/family

Location _____ Upper Ross Park _____ Bonneville Park

_____ Lower Ross Park _____ Raymond Park

Other* Name of Park (REQUIRED): Ammon 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.

Karoline Hawkins
Signature of Permittee

4/21/16
Date

FOR OFFICIAL USE ONLY:

Fee Amount: \$50.00

Date Paid: 4/21/16

Approved Denied* Signature: _____ Date: _____

*Reason for Denial: _____

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

4/22/16 Agenda Request sent for 5-5-16 Mtg

AGENDA

ITEM

NO. 9

April 28, 2016

Jo Ann and I both represent Pocatello Raceway and will both be present Thursday, May 5th.

Our request was unclear as to why exactly we were going in front of Council as well. Per our lease it states we can have racing events, concerts and/or carnivals and the event falls within all three categories. Although the City had not seen an agenda they state the event does not fall within those guidelines so we need to seek permission from Council.

Although the event falls within the guidelines of our lease it is our responsibility to provide sufficient staffing and/or security which we intend on working with the Chief of Police. We were told last week we may not need to go to Council therefore Jo Ann attached the agenda and preliminary security plan.

The event dates are July 29, 30 and 31.

Should you have further questions please contact Jo Ann

Regards,

Jerry Bailey

16th Annual POW*MIA Awareness Rally Schedule of Events

Friday

12pm	Gates open
12:30pm	Largest POW*MIA flag raising Sign up for events
6:30pm	Opening ceremony / Vietnam War 50 th Commemoration Pin Presentation
7pm	Outlaw Cart Races
9pm	Friday concerts-Local bands
10pm	Hula-Hoop fire dancing

Saturday

7am	Power County Search and Rescue breakfast
9am	Gates Open
10am	Fun Run
11-5pm	Show-n-Shine
12pm	Tribute Ceremony
1pm	Motorcycle skills competition
2pm	Arm wrestling and tattoo contest Show-n-shine judging Loudest pipes contest
3pm	Motorcycle Skills Halftime *Kids Bicycle Skills Competition *Show-n-shine Winners announced *Loudest Pipes Finals
4pm	Belly Dancing
6pm	Bands-Main attraction
10pm	Hula-hoop fire dancing

Sunday

7am	Power County Search and Rescue breakfast
9am	Blazing Grace church services
10am	Clean up

Ongoing Events

Vietnam War 50th Commemoration Display
Defense POW/MIA Accounting Agency (DPAA) Display
National League of POW/MIA Families Display
Monster Truck Rides
Vendors

POW*MIA Security Plan

Starting Thursday night, we will have 24-hour security on site.

We will have security personnel at all gates. We are looking at having wands to check for hidden weapons as they are coming into our event – including re-entry.

We will have one entrance/exit gate for people attending the event. We also have one exit only gate for all individuals. We have one drive in gate for participants in the track functions. All gates will be used as exits if needed.

ALL security personnel will have a background check prior to being accepted on the security team. No security persons will be allowed to drink while on duty, dismissal will be immediate. We will have 6 lead security personnel, not including the SAA to handle all disturbances. All security personnel will wear identifying clothing and be briefed as to their duties.

We have teams of 2 persons. Each team will be in constant contact with their team leader and other teams. i.e.: eye contact or radio contact.

All incidents will be reported to the lead personnel and SAA. SAA will log incident and personnel involved.

The SAA will work closely with law enforcement entities and keep C.O. and X.O. informed. Any unlawful acts will be reported to law enforcement.

In case of a violent incident, security personnel will move all public away from incident and lead personnel will maintain a perimeter between incident and public. Law enforcement will be notified immediately.

Vendors selling knives and other items considered to be weapons will be located next to the exit gate. Persons purchasing these items will be escorted out the exit gate. They will have to re-enter through the main gate.

Obvious intoxicated persons will be escorted out and a taxi called if they do not have a ride. Law enforcement will be notified of persons that are violent and uncontrollable or compliant with taxi option.

When event is over each night, all persons will be escorted out and 3-4 security personnel will monitor property until re-opened in the morning. The gates will be locked while closed. Any

person wanting re-entry after closing will have to be signed in and purpose recorded. Persons will be escorted in and out.

The C.O., X.O. and SAA will approve all procedures. The SAA will be the contact liaison for law enforcement.

Off duty law enforcement officers that would volunteer their time to be on our team has been discussed and welcomed by the association. We are also looking at having an outside security team to help with security but if not possible, we will have our previous plans set in place.

Pepper spray has been discussed for use by security. If approved, only lead security will be able to carry or use. Those persons will be trained in how to use and awareness training on where to use it. Also, all persons will be trained on use of wands if used.

Our Mission:

Deter unlawful acts by our presence.

Utilize the ICS system

Work closely with law enforcement agencies and assist as needed or advised.

Work with EMS and their operations.

Have pre-plan in place before events. i.e.: verbal or written.

Adapt plans as necessary to situation and location.

Treat everyone with the same respect.

CITY STAFF COMMENTS REGARDING MOTORCYCLE RALLY AT POCATELLO RACEWAY/AIRPORT AREA

The Police departments concerns all come down to security for this event. The event has catered to outlaw motorcycle gangs the last few years and The POW/MIA group has also stated this fact. The fund raiser every year is a motorcycle rally although this year they are saying that they will not cater to outlaw motorcycle gangs. In the last few years there have been a variety of problems at this event while it was being held at the Bannock County Fairgrounds. The Bannock County Sheriff's Office requested assistance last year as they had intelligence that there was going to be a problem between at least two separate outlaw motorcycle gangs. At one point in time there were over 80 Police Officers at the fairgrounds to insure that there was not a problem and to be on scene if that disturbance did occur. The cost of these officers was paid by their respective agencies, Bannock County, Bonneville County, Chubbuck Police and the Pocatello Police Department. The POW/MIA group feels that the Sheriff over reacted by requesting assistance because nothing ended up happening. Law Enforcement feels that nothing occurred because of all of the Officers that were brought in. The POW/MIA group also stated that they had heard that there was going to be a problem but felt they avoided the problem by talking with the motorcycle gangs that were involved.

I think the POW/MIA group and the Speedway people will try to make this event somehow fit into the rules of the lease but in the end there is no way that security for this event can avoid the problems of the past in which tax payers funded a great amount of the security for this fund raising event. There will be many concerns and problems that will have to be worked out for the security of the entire airport property if this event is approved by the City Council.

Scott L. Marchand
Chief of Police
Pocatello Police Department
208-234-6113



My reasons for not recommending the City approve the Raceway's request to host the POW/MIA Rally are:

- No benefit to Airport – no additional payment (nor is one desired)
- Lessee plans event on 17 acres that entails:
 - 4,000 participants, plus parking, camping and event arenas
 - Over two-day period
 - With alcohol sales
- Doubtful Lessee can contain within leased property. I've heard they are talking to Trap Club, which has a small, 2-acre camp site. They will probably also want to use the nearby police pad which, by the way, is not owned or leased by the Police as far as I can tell (just an FYI).
- Will create congestion, possibly interfering with passenger and other lessee traffic

In short, I see no valid reason to host this event at airport property.

David Allen



www.iFlyPocatello.com



LEGAL DEPARTMENT
911 North 7th Avenue
P.O. Box 4169
Pocatello, Idaho 83205
(208) 234-6148
Fax: (208) 239-6986

A. DEAN TRANMER • *City Attorney*
NANCY A. FERRIS • *Chief Deputy Attorney*
KIRK BYBEE • *Chief Civil Deputy*
RICHARD A. DIEHL, JR. • *Deputy City Attorney*
IAN C. JOHNSON • *Deputy City Attorney*
TIFFANY G. OLSEN • *Assistant to City Attorney*
CARA LEWIS • *Prosecution Coordinator*
LYNETTE SAMPSON • *Risk/Legal Assistant*
MANDY LINDSAY • *Prosecution/Legal Assistant*

April 14, 2016

Pocatello Raceway, LLC
Attn: Jerry Bailey
5392 W. Skiview Dr.
Pocatello, ID 83204

RE: POW/MIA Awareness Rally

Mr. Bailey:

The City of Pocatello has recently been advised that you are planning to host the POW*MIA Awareness Rally event on the leased premises known as the Pocatello Raceway July 29, 30, and 31, 2016.

Pursuant to Section III the purpose of your Lease with the City of Pocatello provides as follows: "Lessee may use the leased premises for automobile racing events, concerts and/or carnivals and for no other purposes without the expressed authorization of the Lessor." The planned POW*MIA Awareness Rally event does not fall within the approved categories.

Although you have not sought approval from the City of Pocatello for this event, staff has decided against this event taking place on City premises.

If you would like to seek approval by the Pocatello City Council, please contact the City Clerk, Ruth Whitworth, and request to be placed on a regularly scheduled City Council meeting at (208) 234-6217.

In the event this use is approved, please review Section XXI Miscellaneous under Subsection J. 2-7 which outlines additional responsibilities including providing for staffing coverage by the Pocatello Police Department and the payment obligations associated therewith.

Should you have any questions, please contact my office at (208) 234-6148.

Sincerely,


Kirk Bybee
Attorney at Law

Kb/ljs

Cc: Brian C. Blad, Mayor
Scott Marchand, Police Chief
David Allen, Airport Manager

AGENDA

ITEM

NO. 10



GRAND TETON COUNCIL

BOY SCOUTS OF AMERICA

10

April 21, 2016

Subject: Douglass Lane Property – Special Use Permit

Dear Mayor Blad and City Council members,

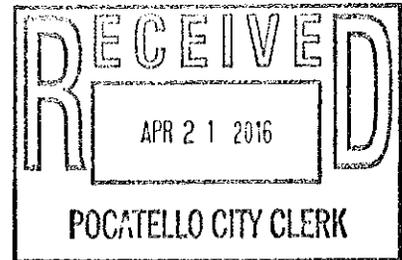
Whereas the City of Pocatello and the Grand Teton Council, Boy Scouts of America are in current talks pertaining to the Lease of approximately 17.75 acres on the North side of Douglass Lane, Pocatello, Bannock County, Idaho 83204, depicted in black outline on Exhibit A attached and incorporated here by reference, comprised of 5 tax parcels labeled as Tax 1, Tax 12, Tax 23, Tax 26, and Tax 98. And seeing that this Lease agreement may take more than 30 days to form, revise and be approved by the two parties, The Grand Teton Council, Boy Scouts of America, respectfully asks for a special use permit to use the said property for the purpose of a Cub Scout Day Camp and Webelos Scout Camp, from May 27, 2016 thru June 18, 2016, and any such days from this date to prepare for these activities.

Sincerely,

Dan Deakin

District Director,

Grand Teton Council, BSA



USE AGREEMENT

THIS AGREEMENT is made and entered into this ____ of May, 2016 by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as the City, and the Grand Teton Council of the Boy Scouts of America, Inc., an Idaho non-profit corporation, hereinafter referred to as the USER.

WHEREAS, Lessor is the owner of certain lands located in Power County, Idaho, commonly known as the Douglass Lane property; and

WHEREAS, Lessee, through seven (7) Eagle Scout Projects, has assisted the City in lessening the liabilities by removing hazards on the demised premises under oversight by Lessor; and

WHEREAS, the Tendoy District of the Grand Teton Boy Scout Council currently lacks a designated spot to have day camps and short term campouts; and

WHEREAS, the National Boy Scouts of America representatives have visited the Douglass Lane Property and determined it to be an ideal location for their activities; and

WHEREAS, the Tendoy District of the Grand Teton Boy Scout Council would like to host a Day Camp and Scout Camp on the Douglass Lane Property May 27, 2016 through June 18, 2016; and

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

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

1. Purpose. The City shall allow the USER to use that portion of the Douglass Land Property 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 May 1 through July 31, 2016 from The Cub Scout Day Camp and Webelos Scout Camp shall be held May 27 through June 18, 2016.

3. Compensation to City. The City agrees to waive usage fees in consideration of the improvements completed by various Eagle Scouts and additional improvements to be completed by Cub and Boy Scouts.

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 event 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.

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

6. 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.

7. 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.

8. 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.

9. 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.

10. Termination. If, in the judgment of the City, 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.

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: City of Pocatello
P.O. Box 4169
Pocatello, ID 83205-4169

USER: Grand Teton Council, Boy Scouts of
America
3910 South Yellowstone Hwy.
Idaho Falls, ID 83402

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

GRAND TETON COUNCIL OF THE
BOY SCOUTS OF AMERICA, an Idaho
non-profit corporation

Benjamin F. Call, President

STATE OF IDAHO)
 ss:
County of Bannock)

On this _____ day of May, 2016, before me, the undersigned, a Notary Public in and for the State, personally appeared Benjamin F. Call, as president, Grand Teton Council of the Boy Scouts of America, a Idaho non-profit corporation, 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. 11

MEMORANDUM

TO: Brian c. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney
RE: Piggyback Purchase hot mix asphalt (Street Dept.)
DATE: April 27, 2016

I have reviewed the documents associated with above-referenced purchase. They meet with my approval for the Council to authorize the Street Department to execute such purchase. The City of Pocatello is piggy backing on a competitive bid awarded by Idaho Department of Transportation in 2015 and therefore this current purchase qualifies as a "piggyback" purchase under the Idaho Code.

It is appropriate to follow the recommendations of Tom Kirkman, Streets Superintendent. If you have any questions, please feel free to contact me.



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

MEMO

TO: MAYOR BLAD AND MEMBERS OF CITY COUNCIL

FROM: TOM KIRKMAN, STREET OPERATIONS SUPERINTENDENT

RE: RECOMMENDATION FOR 2016 PAVING PROGRAM HOT MIX ASPHALT PURCHASE

DATE: APRIL 27, 2016

It is my recommendation that the City of Pocatello Street Operations Department piggyback the Idaho Transportation Department bid for hot mix asphalt from Mickelsen Construction Co. at \$54.00 per ton.

Mickelsen Construction was the lowest bidder for Idaho Transportation Department and has agreed to allow the City of Pocatello Street Operations Department to piggyback the material upon your approval. A copy of the Idaho Transportation Department contract is attached for review. This cost has been budgeted for in the FY2016 budget.



Idaho Transportation Department

Blanket Purchase Order

Purchase Order Summary

Purchase Order Name: BITUMINOUS MATERIAL/ITD D6

Purchase Order Number: BPO152401196

Contract Number:

Purchase Order Date: June 30, 2015

Service Start Date: June 30, 2015

Service End Date: June 29, 2016

Submitted By: Danny Downen

Payment Method: Invoice

Payment Terms: NET30

Supplier

Delwyn Mickelsen
MICKELSEN CONSTRUCTION CO., INC.
76 N. 550 W.
Blackfoot, ID 83221
Phone: 208-684-3803

Fax: 208-684-5058

Email: mikoconst@gmail.com

Buyer Contact

Danny Downen
Tel: 208-332-1605
Fax: 208-327-7320
daniel.downen@adm.idaho.gov

Bill To Address

ITD - District 6
Idaho Transportation Department
PO Box 97
Rigby, Idaho 83442-0097
Phone: 208-745-5650

Fax: 208-745-6981

Email: d6supply@itd.idaho.gov

Mail Stop: District 6

Ship To Address

ITD - District 6
Idaho Transportation Department
206 North Yellowstone Highway
Rigby, Idaho 83442
Phone: 208-745-5650

Fax: 208-745-6981

Email: d6supply@itd.idaho.gov

Mail Stop: District 6

Additional Information

Instructions

BLANKET PURCHASE ORDER (BPO) CONTRACT AWARD

This Contract is for Bituminious Plant Mix for ITD District 5 and 6 for the Idaho Transportation Department. This Contract is to be drawn upon as requested by the Ordering District for the period noted above with an option to renew for three (3) one (1) year renewal periods and is subject to mutual agreement.

THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID, QUOTATION, OR OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.

In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:

1. This Blanket Purchase Order document.
2. The state of Idaho's original solicitation document.
3. The Contractor's signed bid, quotation, or offer.

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING DISTRICT. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING.

Quantity	Back Order	Unit	Supplier Part Number	Item Description	Commodity Code	Unit Price	Tax	Total
1,000	0	STN	#1	PG Grade Hot Mix 1/2"	74521	\$54.00	\$0.00	\$54,000.00
				2763 US Hwy 20/26, Arco, ID				

Delivery Date: July 1, 2015
 Shipping Method: Delivery
 Shipping Instructions: Address provide at the time of order by ITD ordering location.
 Ship FOB: Destination
 Special Instructions:

Quantity	Back Order	Unit	Supplier Part Number	Item Description	Commodity Code	Unit Price	Tax	Total
1,000	0	STN	#2	PG Grade Hot Mix 3/8"	74521	\$57.50	\$0.00	\$57,500.00
				2763 US Hwy 20/26, Arco, ID				

Delivery Date: July 1, 2015
 Shipping Method: Delivery
 Shipping Instructions: Address provide at the time of order by ITD ordering location.
 Ship FOB: Destination
 Special Instructions:

TOTAL: (USD) \$111,500.00

Signature 
 Signed By : Daniel Downen

AGENDA

ITEM

NO. 12

AFFILIATION AGREEMENT

This affiliation agreement ("*Agreement*") between **Idaho State University**, on behalf of its Athletic Training Program (the "*Program*") and **Pocatello Fire Department** located at 408 E. Whitman, Fire Station #1, Pocatello, ID 83205 (the "*Facility*") (each individually, a "*Party*," and collectively, the "*Parties*") takes effect on **April 4, 2016** ("*Effective Date*").

Background

- Program is a higher education institution having enrolled students (whether singular or plural, "*Student*") who have need for clinical education experiences (whether singular or plural, "*Experience*").
- The Parties desire each Program-selected Student to obtain clinical education experiences at the Facility.

Agreement

I. Mutual Responsibilities and Coordination.

- A. Exchange and Review. Each Party retains a privilege to exchange visits and review materials relevant to a Student's Experience.
- B. Nondiscrimination. Each Party must not discriminate on the basis of race, creed, sex, national origin, or disability unless that basis is a bona fide occupational criterion.
- C. Organization. The Parties must cause the ACCE (defined below) to cooperate with Facility's clinical coordinator (or other designee) in arranging each Experience's schedule, content, objectives and goals.

II. Program Responsibilities.

- A. Definitions.
 1. "*HIPAA*" means 45 CFR parts 160 and 164 and the HITECH Act (Title XIII of the American Recovery and Reinvestment Act of 2009).
 2. "*ACCE*" means Program's academic coordinator of clinical education.
- B. Duties. The Program shall:
 1. provide a statement to the Facility that describes the philosophy, goals, objectives, and schedule of:
 - a. the Program's curriculum generally; and
 - b. each Experience in particular;
 2. ensure that each Student appropriately is assigned to the Experience, including:

- a. evaluating the Student's competence and knowledge before the Experience begins;
 - b. assessing Student's health before Experience begins; and
 - c. requiring the Student to carry appropriate professional liability insurance;
3. ensure that the Student is knowledgeable concerning and has prepared for:
 - a. transportation needed to fulfill responsibilities at the Facility;
 - b. room and board concurrently with the Experience; and
 - c. scheduling arrival at and departure from the Facility;
4. ensure that the Student has been made aware of each relevant Facility rule, regulation, policy, procedure and schedule that Facility has made known to the Program;
5. ensure that the Student has been made aware of each Program requirement and regulation for clinical education, including professional practice standards;
6. facilitate communication between the Parties, including:
 - a. appointing a member of Program's faculty to serve as ACCE;
 - b. notifying the Facility in writing of the identity of the ACCE and any Program-designated Program director;
 - c. notifying the Facility annually of each then-current academic year's clinical education schedule;
 - d. notifying the Facility of each specific Student assignment no later than ten working days before the Student's arrival, subject to the arrangement set forth below in Sections IV.B and IV.C; and
 - e. describing to the Facility specific Student outcome objectives for each assigned Student's Experience;
7. direct each Student to comply with Facility's policies and procedures governing any use or disclosure of individually identifiable health information under federal law, specifically including HIPAA; and
8. ensure at Facility's request that each Student signs and delivers to Facility before the Experience begins a copy of a Confidentiality Understanding (attached and incorporated into this Agreement as **ATTACHMENT A**).

III. Facility Responsibilities. The Facility shall:

- A. accept a mutually agreed upon number of Students whom Program has

- selected for an Experience period;
- B. provide any applicable annually updated information that is necessary to complete Program's clinical education information form;
- C. notify the Program - no later than fifteen working days before a clinical assignment - of any change in Facility's ability to accept the Student;
- D. provide the Student a clinical observational opportunity of approximately 10 hours;
- E. complete and return a signed form indicating the amount of hours completed by each Student according to the Program's guidelines and schedule;
- F. not subject the Student to any act(s) of sexual harassment;
- G. inform and train the Student regarding Facility's HIPAA-related policies and practices;
- H. facilitate communication between the Parties, including appointing a member from Facility to serve as a supervisory preceptor (or other designation) and notifying the Program of his/her identity.

IV. **Student Experience Characteristics.**

- A. No Employment relationship to Either Party.
 - 1. *In General.* Facility's rules and regulations apply to each Student who Program assigns to an Experience.
 - 2. *Liability.* The Student is not considered an officer, employee, agent, representative, or volunteer of either Party for any purpose, including liability and/or Workers' Compensation, but instead is a student:
 - a. at the Program engaged in the Experiences as a part of the Program's curriculum; and
 - b. in clinical education practice.
 - 3. *HIPAA.* The Student specifically is not and must not be considered to be Facility's employee. But the Student is considered to be a member of the Facility's workforce, when engaged in any Agreement activity:
 - a. solely for the purpose under HIPAA to define the Student's role in relation to using and disclosing Facility's protected health information; and
 - b. as workforce is defined under 45 CFR 160.103.
- B. Short-Notice Assignment. In an emergency circumstance, Program has a right to assign a Student to an Experience upon less than ten days' notice to Facility. The Facility reserves a right to accept or reject that assignment.
- C. Short-Notice Cancellation. Program retains a right to cancel a Student's

Experience assignment for academic or other good cause upon less than ten days' notice to Facility, with no duty to designate another Student as a replacement.

- D. Assignment Refusal. Facility retains a right for good cause to refuse any clinical assignment upon less than fifteen working days' notice.
- E. Withdrawal. Each Party is entitled at any time to withdraw the Student from the Facility after assignment for any of the following documented reasons:
 - 1. the Student's unprofessional or unethical behavior;
 - 2. unprofessional or unethical behavior of the Facility staff that directly affects the Student's Experience;
 - 3. the Student's failure to meet Program's prerequisite academic requirements; or
 - 4. any good cause, including but not limited to, any medical emergency.

V. **Effective Duration.**

- A. **Term**. **The Agreement's term begins on Effective Date and is continuous with automatic one-year renewals on each successive anniversary of the Effective Date.**
- B. Termination. Each Party has a right to terminate the Agreement upon no less than sixty (60) days' written notice to the other Party.
- C. In the event of termination of this Agreement by either party, Students currently assigned to clinical experiences at Facility at the time of notice of termination will be given the opportunity to complete their Experience at Facility.

VI. **Liability.**

- A. Program Commitment.
 - 1. *Insurance*. Program at its own expense must provide adequate liability insurance coverage for its officers, employees, and agents. Program must ensure that its liability insurance has an occurrence-based form. Program at Facility's request must deliver a certificate of financial responsibility to Facility.
 - 2. *Workers Compensation*. The Program must, at its own expense, obtain and maintain appropriate Workers' Compensation coverage for Program's employed personnel.
 - 3. *Program Indemnity*.
 - a. *Scope*. To the extent of the Idaho Tort Claims Act (I.C. § 6-901 *et seq.*) or any applicable insurance coverage, the Program will defend, indemnify, and hold harmless the Facility, its officers, governing board, employees, agents,

and representatives from any and all claims for loss or damage to property or injury or death to persons, including costs, expenses, and reasonable attorney's fees, arising from any negligence or wrongful act or omission of the Program, its officers, employees, and agents.

- b. Exclusion. The Program is liable under the provisions of this subsection A for the Program's obligations, costs, and expenses only to the extent that the above act or omission is caused:
 - (1) by the Program or any of its officers, employees, or agents; and
 - (2) not by the Facility or any of its officers, employees, agents, representatives, or volunteers.

B. Facility Commitment.

- 1. *Insurance.* Facility at its own expense must provide adequate liability insurance coverage for its officers, employees, agents, representatives, and volunteers. Facility at Program's request must deliver a certificate of insurance to Program.
- 2. *Facility Indemnity.*
 - a. Scope. To the extent of Facility's preceding insurance coverage, the Facility will defend, indemnify, and hold harmless the Program, its officers, governing board, employees, and agents from any and all claims for loss or damage to property or injury or death to persons, including costs, expenses, and reasonable attorney's fees, arising from the negligent or wrongful acts or omissions of the Facility, its officers, employees, agents, representatives, or volunteers.
 - b. Exclusion. The Facility shall be liable under the provisions of this subsection B for the Facility's obligations, costs, and expenses only to the extent that such act or omission is caused:
 - (1) by the Facility or any of its officers, employees, agents, representatives, or volunteers; and
 - (2) not by the Program or any of its officers, employees, or agents.

C. Student Insurance.

- 1. *Facility Requirement.* Facility requires each Student to have Student's own health insurance and have malpractice insurance with professional and personal limits of liability of \$1,000,000 per occurrence and \$3,000,000 in general aggregate. Facility may

request copies of these documents from the Program at any time.

- 2. *Program Duty.* The Program must ensure that any professional liability insurance coverage for any Student assigned to the Facility has been obtained before Program has assigned the Student. The Program, at Facility's request, must deliver a copy of the insurance certificate to the Facility.

VII. **Confidentiality.** Facility acknowledges that student records are confidential and Facility shall not disclose any student records to a third party without the prior written consent of student except when permitted or required by law.

VIII. **Amendment.** Any change to this agreement requires a written amendment that each Party must sign.

IX. **Notices.** Each Party must send any notice under this agreement in writing either hand-delivered or mailed by certified mail to the addresses set forth below.

Program Notification Address:

Facility Notification Address:

Idaho State University
General Counsel
921 S. 8th Ave, Stop 8410
Pocatello ID 83209-8410

Pocatello Fire Department
Fire Chief
408 E. Whitman, Fire Station #1
Pocatello, ID 83205

X. **Binding Authority.** Each Party has authorized an undersigned individual to sign this Agreement on behalf of that Party.

Signed:

Program:

Facility:

IDAHO STATE UNIVERSITY

POCATELLO FIRE DEPARTMENT

By: _____
Laura Woodworth-Ney, Ph.D.
Provost and V.P. for Academic Affairs

By: _____
Brian C. Blad
Mayor

Date: _____

Date: _____

APPROVED BY LEGAL

Date 4/14/16 Atty Bybee

Comments _____

ATTACHMENT A

Confidentiality Understanding

By signing and dating this Confidentiality Understanding, the undersigned Student indicates an understanding of, and agrees to be bound by, a certain Affiliation Agreement between _____ ("Facility") and Idaho State University on behalf of its _____ ("Program").

As a material part of any consideration that Student provides to Facility in exchange for Facility allowing the Student's clinical education at Facility, Student confirms that any patient information acquired during the clinical education is confidential, and Student at all times must maintain the confidentiality of and not disclose this information, whether during the clinical education or after it has ended.

Student further must abide by the applicable rules and policies of both Facility and Program while at Facility. Student understands that, in addition to other available remedies, Facility immediately may remove the Student and terminate the Student's clinical education if Facility considers the Student to endanger any patient, breach patient confidentiality, disrupt Facility's operation, or not to comply with any request by Facility including its supervisory staff.

I have read and understand the Affiliation Agreement, and I agree to abide by this Confidentiality Understanding.

Student's Signature Date

Student's Name (Print)

Program Witness (Signature) Date

Program Witness Name and Title (Print)

AGENDA

ITEM

NO. 13

EXECUTIVE SUMMARY**COUNCIL MEETING****MAY 5, 2016****AIRPORT LEASE AGREEMENT**

The Airport is seeking approval of a revised lease agreement between the City and Pocatello Solar 1, LLC. The proposed lease agreement will supersede the original agreement dated January 1, 2015, an amendment approved by Council September 17, 2015, and the current, revised agreement dated October 15, 2015. Changes to verbiage and terminology were requested by the Lessee in order satisfy investors and their legal advisors. The revised lease will restart the term, essentially providing an additional two years of construction phase. However, no other substantial changes have been made. Term, rental rate, and premises remain unchanged from the current agreement with the exception that the reimbursement of \$2,569.00 per year of the construction phase rental rate, \$4,069.00, will be limited to one year of reimbursement.

**SECOND AMENDED AND RESTATED
GROUND LEASE AGREEMENT
SUMMARY**

This Summary ("Summary"), consisting of two pages, is attached and made a part of that certain Second Amended and Restated Ground Lease Agreement dated _____, 2016 (the "Effective Date") between the City of Pocatello and Lessee listed below:

LESSEE: Address:	Pocatello Solar 1, LLC c/o True Green Capital Management LLC 315 Post Road West Westport, CT 06880 Attn: Nicholas Minekime
PREMISES:	As legally described on Exhibit B and depicted in Exhibit C
Approximate Acreage:	197.5 acres
PERMITTED USES:	Installation, repair, maintenance and operation of a photovoltaic power system and related equipment and improvements
HOURS OF OPERATION:	365 days a year, weather permitting
TERM:	20 years from Commercial Operation Date and a 15 year extension
INSURANCE POLICY AMOUNTS:	
A. Comprehensive General Liability	\$1,000,000.00 per occurrence/\$2,000,000.00 in the aggregate
B. Automobile/Delivery Vehicle Liability	\$1,000,000.00 (if there are any used on the Premises)

*Insurance policies hereunder shall name the City of Pocatello as an additional insured.

DESCRIPTION OF EXHIBITS

Exhibit A	Legal Description of Land
Exhibit B	Legal Description of Premises
Exhibit C	Depiction of Premises

DRAFT

**SECOND AMENDED AND RESTATED
GROUND LEASE AGREEMENT**

THIS SECOND AMENDED AND RESTATED GROUND LEASE AGREEMENT ("Lease") made and entered into as of the Effective Date, by and between the CITY OF POCATELLO, a municipal corporation of Idaho, hereinafter referred to as "Lessor," and POCATELLO SOLAR 1, LLC, an Idaho limited liability company, hereinafter referred to as "Lessee."

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

WHEREAS, a portion of the Land is used by the City; and

WHEREAS, Lessee proposes to develop a photovoltaic power system (the System as defined below) to produce and transmit electrical energy; and

WHEREAS, Lessor deems it in the best interest of Lessor to lease a portion of the Land, not needed for airport activities, to the Lessee; and

WHEREAS, Lessee has requested to ground lease an unused portion of the Land (the Premises as defined below), to develop, construct, equip, and operate the System; and

WHEREAS, Lessor deems it in the public interest to lease the Premises, not needed for City purposes, to Lessee; and

WHEREAS, Lessee hereby binds itself, subject to the terms and provisions of this Lease, to pay to Lessor the rentals and payments required herein and to otherwise perform all of the terms and conditions of this Lease; and

WHEREAS, Lessor and Lessee originally entered into [a Lease Agreement] dated January 1, 2015, as amended by that certain Amended Ground Lease Agreement dated October 15, 2015 (collectively, the "Original Lease"), and now need to update various provisions; and [NTD: Does client have copy of original lease?]

WHEREAS, the parties desire to amend and completely restate the Original Lease;

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the Parties agree as follows, and the Parties amend and completely restate the Original Lease as follows:

SECTION 1 GENERAL

1.01 CONSIDERATION. Lessor enters into this Lease in consideration of the payment by Lessee as herein provided and of the performance and observance by Lessor of the covenants and agreements herein.

1.02 INCORPORATION OF SUMMARY, RECITALS AND EXHIBITS. The Summary attached to the Lease, the Recitals above, and the Exhibits as described on the Summary and attached to this Lease are incorporated into this Lease by reference.

SECTION 2 DEFINITIONS

2.01 COMMERCIAL OPERATION DATE. "Commercial Operation Date" means the date the Lessee commissions the System and electrical energy from the System becomes commercially available for sale under any power purchase agreement of Lessee (or any assignee of Lessee), which is anticipated to be January 1, 2017.

2.02 LAND. "Land" shall mean the parcel of land commonly known and designated as the Pocatello Regional Airport and more particularly described on Exhibit A attached hereto.

2.03 PREMISES. "Premises" shall mean a portion of the Land, consisting of approximately 197.5 acres, which shall be for the exclusive use of Lessee for the installation, operation and maintenance of the System and Lessee's Equipment, as such portion is legally described on Exhibit B, attached hereto and as graphically depicted on Exhibit C, attached hereto.

2.04 MANAGER. "Manager" shall mean the Manager of Pocatello Regional Airport.

2.05 PAST DUE INTEREST RATE. "Past Due Interest Rate" shall mean interest accruing at One Percent (1%) per month commencing on the fifth (5th) calendar day after the date such amount is due and owing until paid to Lessor.

2.06 PLANS AND SPECIFICATIONS. "Plans and Specifications" shall mean a complete set of construction drawings and specifications setting forth in detail the requirements for the construction of the Site Improvements and System.

2.07 SITE IMPROVEMENTS. "Site Improvements" shall mean all initial construction and any improvements on the Premises, as well as any other improvements outside of the Premises but on Lessor property, including access roadway improvements, drainage improvements, and any future improvements approved by the Manager and constructed by Lessee pursuant to terms of this Lease. For avoidance of doubt, Site Improvements does not include any property comprising a part of the System.

2.08 SYSTEM. "System" shall mean the solar modules, mounting substrates or supports, racking and/or tracking equipment, wiring and connections, power inverters, service equipment, maintenance facilities, transmission lines, utility interconnections and related

equipment and improvements installed by Lessee on the Premises and part of the photovoltaic power generating system owned and operated by Lessee.

2.09 LESSEE'S EQUIPMENT. "Lessee's Equipment" shall mean personal property and equipment, and signs used in the operation of the business of Lessee on the Premises but not specifically part of the System.

SECTION 3 LEASE OF PREMISES

3.01 LEASE RIGHTS GRANTED. Lessor grants to Lessee the right to possess and occupy the Premises and construct, operate and use the System, Site Improvements and Lessee's Equipment on the Premises consistent with and subject to all of the terms and provisions of this Lease. The rights and privileges granted herein are subject to prior easements, rights of way, and other matters affecting title to the Land to the extent those matters were created by written instruments filed in the office of the Recorder of Power County, Idaho on the date of the Original Lease. Lessor expressly reserves from the Land all oil, gas, and other mineral rights, air rights, and water rights; provided, however, that in exercising any such reserved rights, Lessor shall not interfere with Lessee's construction and operation of the System, Site Improvements and Lessee's Equipment on the Premises or Lessee's other express rights under this Lease.

3.02 USE OF PREMISES. Lessee shall have the exclusive right to construct upon and use the Premises solely for the installation and operation of the System, Site Improvements, Lessee's Equipment and related services as set forth on the Summary or otherwise reasonably necessary for the operation, maintenance and use of the System, Site Improvements and Lessee's Equipment. Lessee shall also have the right to store Lessee's inventory of spare parts for the operation and maintenance of the System, Site Improvements, and Lessee's Equipment on the Premises. It is understood that the use of Premises is restricted by the zoning code designation by Power County, and by all applicable rules, regulations, statutes or ordinances promulgated by any federal, state, or municipal agency having jurisdiction over the Premises. The parties acknowledge that Lessee intends to use the Premises to host an electricity grid-connected photovoltaic solar power plant.

3.03 RIGHTS NOT EXCLUSIVE. Lessor reserves the right to grant to other tenants the right to provide the same or similar services on City owned property other than the Premises; provided, however, that such grant to other tenants shall not interfere with Lessee's rights hereunder or Lessee's ability to perform hereunder. Lessee expressly understands and agrees that although it has the exclusive right to produce solar energy on the Premises, its rights to produce solar energy on other City-owned properties are not exclusive.

3.04 CITY RESERVATION; NO INTERFERENCE. Lessor reserves for itself the right to install utilities upon areas of the Premises as necessary or convenient to Lessor, and Lessor further shall have the right to grant easements in areas of the Land for the installation of utilities, provided that the use of such areas or the grant of such easements does not interfere with Lessee's operations and use of the Premises. Lessee shall not be entitled to any compensation or abatement of Rent if the use of such areas or the grant of such easements does not interfere with Lessee's operations or use of the Premises. Notwithstanding the above, and notwithstanding the

System's presence on the Premises, Lessor represents to Lessee that Lessor possesses fee simple title to the Land free and clear of liens and encumbrances except those of record on the date of the Original Lease and that there are no circumstances known to Lessor and no commitments to third parties that may damage, impair, or otherwise adversely affect or interfere with the System or its function by blocking the System's insolation and access to sunlight. Lessor covenants that Lessor shall not cause or permit any such interference with the System's insolation and access to sunlight.

3.05 MEANS OF ACCESS. Lessee, its agents, contractors, approved third parties and employees, are hereby granted a non-exclusive right of ingress to and egress from the Premises by a means of access located outside the Premises and over and across the Land as specified by Lessor for purposes consistent with this Lease. Lessor may, at any time, temporarily or permanently, close or consent to or request the closing of any roadway or other right-of-way for such access, ingress and egress, and any other area at the Land, so long as there is reasonable access, ingress and egress available to the Premises. Lessee acknowledges that Lessee's ability to utilize the access to the Premises may be adversely affected by severe snow storms, other extreme and materially adverse weather conditions, and applicable federal regulations. Lessee hereby releases and discharges Lessor of and from any and all claims, demands or causes of action which Lessee may at any time have against Lessor arising or alleged to arise out of the closing of any roadway or other right-of-way for such access, ingress and egress or other area at the Land, so long as reasonable and proper notice of such modification was given by Lessor to Lessee and any Finance Party (defined below), and reasonable alternative access, ingress and egress is immediately available after any such modification. Upon Lessee's request, the Lessor shall execute a grant of easement, in a form reasonably acceptable to Lessee and any Finance Party, and record such grant of easement in the office of the Recorder of Power County, Idaho in order to memorialize Lessee's access rights under this paragraph. Such grant of easement may be made expressly subject to Lessor's right to relocate the easement as provided in this paragraph.

3.06 RIGHT OF INSPECTION AND ACCESS. Lessor retains the full right of entry upon the Premises, with reasonable notice to Lessee, for any purpose necessary, incidental to or in connection with its obligations hereunder, or in the exercise of its governmental functions, or for the purpose of making any inspection or conducting any testing it deems reasonably necessary. Lessor shall not be obligated to notify Lessee in advance of any entry upon the Premises by Lessor or agent of Lessor that is deemed by Lessor to be of any emergency nature, in the sole discretion of Lessor, and Lessor agrees to give notice of such emergency entry to Lessee within a one (1) day after such emergency entry. Lessee shall have the right to accompany Lessor during any such entry. During any such entry, Lessor shall not unreasonably interfere with the operation of the System and Lessor shall comply with any reasonable safety procedures communicated to Lessor by Lessee. No such entry by or on behalf of Lessor upon the Land and/or the Premises shall constitute or cause a termination of the Lease nor shall such entry be deemed to constitute an interference with the possession thereof by Lessee. In the event Lessor's inspection of the Premises reveals evidence of a material non-compliance with the terms of this Lease, at Lessor's request, Lessee shall conduct any further testing and analysis as is necessary to ascertain whether Lessee is in material compliance with this Lease; if such further testing and analysis determines that Lessee is in material compliance with this Lease, Lessor shall be solely responsible for all costs and expenses related to such further testing and analysis.

3.07 RENEWABLE ENERGY CERTIFICATES. In connection with the operation of the System, Lessee expects to produce carbon reduction credits or offsets, commonly referred to as "Renewable Energy Certificates" or "green tags" or "Solar Renewable Energy Certificates" which shall be owned and retained by the Lessee.

SECTION 4 TERM

4.01 TERM.

A. Construction Term. The construction term of this Lease ("Construction Term") shall commence upon the Effective Date and shall continue until the earlier of (a) the Commercial Operation Date or (b) that date which is two years after the Effective Date.

B. Operations Term. So long as the Commercial Operation Date has been achieved prior to the end of the Construction Term, the operations term shall commence upon the expiration of the Construction Term and continue for a period of twenty (20) years unless otherwise terminated as provided herein (the "Operations Term").

C. Additional Term. Unless Lessee notifies Lessor that it does not wish to extend the Term, the Term of this Lease shall be automatically extended for an additional fifteen (15) years (the "Additional Term") upon the expiration of the Operations Term, on the same terms and conditions as the Operations Term except as otherwise expressly provided herein. If Lessee desires to prevent the Term from being so extended pursuant to this paragraph, Lessee may notify Lessor of same at least sixty (60) days before the expiration of the Operations Term, after which the Term will expire at the end of the Operations Term.

The Construction Term, the Operations Term, and the Additional Term, if applicable, shall be referred to herein collectively as the "Term."

4.02 HOLDING OVER. If Lessee holds over after termination or expiration of this Lease, thereafter Lessee's occupancy shall be at sufferance but otherwise Lessee shall be bound by the terms and conditions as herein provided in the absence of a written agreement to the contrary. Nothing herein shall be construed to give Lessee the right to hold over at any time, and Lessor may exercise any and all remedies at law or in equity to recover possession of the Premises, as well as any actual damages incurred by Lessor.

4.03 SURRENDER OF PREMISES. For period of one hundred eighty days (180) following the expiration of this Lease, Lessee shall have the option to enter the Premises and remove the System and Lessee's Equipment on the Premises, and shall restore the Premises to substantially the same condition as existing prior to the installation of the System and/or Lessee's Equipment, subject to ordinary wear and tear. Lessor shall have the option of retaining the Site Improvements to the Premises or Land installed by the Lessee by providing notice to Lessee prior to the expiration of the Lease. In the event Lessor chooses not to retain the Site Improvements they shall be removed by Lessee in accordance with this Section. In the event this Lease is terminated as the result of any Event of Default and Lessee does not elect to remove the System, Site Improvements, and Lessee's Equipment on the Premises, Lessor may, at its option, keep and retain the System, Site Improvements, and Lessee's Equipment or dispose of the same

and retain any proceeds therefrom, and Lessor shall be entitled to recover from Lessee any costs of Lessor in removing the same and in restoring the Premises to substantially the same condition as existing prior to the installation of System, Site Improvements, and/or Lessee's Equipment, subject to ordinary wear and tear in excess of the actual proceeds, if any, received by Lessor from disposition thereof. In the event this Lease is terminated as a result of an event of default by Lessor, Lessor shall be solely responsible for all costs and expenses incurred by Lessee in connection with the removal of the System, Site Improvements, and Lessee's Equipment and Lessee shall have no obligation to restore the Premises as otherwise provided herein.

SECTION 5 RENT

5.01 RENT. For the Construction Term commencing January 1, 2016, and ending December 31, 2016, Lessee shall pay to Lessor Fair Market Value, which is \$4,069.00. Rent for the period beginning January 1, 2017 and ending December 31, 2017, rent shall be \$4,069.00, if necessary. Any portion of a year will be prorated.

Lessee's rent for the Premises for the first Operations year, commencing no later than June 30, 2017, will be \$60,000.00 less a \$2,569 rebate. For each succeeding Lease term, the rental rate shall increase in an increment as measured by the Consumer Price Index (CPI-U) for the preceding year or 2.5%, whichever is greater. Rent shall be payable by the 15th of January of each year and shall be paid to the City of Pocatello at the office of the Airport Manager, Pocatello Regional Airport, Power County, Idaho.

~~5.01 For the first year of the Construction Term, Lessee shall pay to Lessor \$1,500.00 as annual rent. For the second year of the Construction Term, Lessee shall pay to Lessor \$4,069.00 as annual rent. Annual rent for any portion of a year will be prorated.~~

~~Lessee's rent for the Premises for the first year of the Operations Term, will be \$60,000.00. For each succeeding year of the Operation Term, the annual rental rate shall increase by percentage equal to the greater of (a) any increase in the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All Items, not seasonally adjusted, (1982-1984=100) (the "Index") for the preceding calendar year or (b) 2.5%. If the Index is discontinued or revised, the Parties shall use instead a substitute index of comparable statistics computed by an agency of the United States Government most closely approximating the result which would have been achieved by the Index. Rent shall be payable on or before each anniversary of the Effective Date during the Construction Term and on or before each anniversary of the Commercial Operation Date during the remainder of the Term. Rent shall be paid as set forth in Section 5.03 below.~~

5.02 INTEREST ON PAST DUE AMOUNTS. Any payments not made to Lessor within five (5) business days after the date such amount is due and owing shall accrue interest at the Past Due Interest Rate, as herein defined.

5.03 PLACE AND MANNER OF PAYMENTS. All Rent and other compensation payable to Lessor hereunder shall be made payable to "City of Pocatello" without notice at the

following or at such other place as the Manager or his authorized representative may hereafter designate by notice in writing to Lessee:

City of Pocatello
Attn: David Allen, Airport Manager
P.O. Box 4169
Pocatello, ID 83205

All sums shall be payable in legal tender of the United States. Any check given to Lessor shall be received by it subject to collection, and Lessee agrees to pay any charges, fees or costs incurred by Lessor for such collection, including reasonable attorney's fees.

SECTION 6 CONSTRUCTION AND INSTALLATION OF SYSTEM

6.01 CONSTRUCTION OF SYSTEM AND SITE IMPROVEMENTS. To the extent Lessee desires to construct the System and the Site Improvements, Lessee shall, at its sole cost, construct and install the System and Site Improvements in full compliance with the Plans and Specifications and in compliance with federal, state and local requirements.

6.02 ELECTRICAL TRANSMISSION EASEMENTS. The Lessor shall grant the Lessee all necessary electrical transmission easements over, under and across the Land, provided that the electrical transmission easements do not unreasonably encumber the normal use of the Land. All electrical transmission easements will be per the Plans and Specifications.

6.03 APPROVAL OF PLANS AND SPECIFICATIONS. Lessee shall submit the Plans and Specifications to Lessor for review and approval within ninety (90) days after the commencement of the Construction Term. Within a reasonable time but not later than thirty (30) days after the submission of the Plans and Specifications, Lessor shall approve the Plans and Specifications or notify Lessee of the specific respects in which it finds such materials to be unacceptable and proposed modifications to the Plans and Specifications. Lessor's approval shall not be unreasonably withheld, delayed or conditioned. In regard to any specific matters to which Lessor disapproves, Lessee shall, after receiving written notice of such disapproval, make commercially reasonable efforts to resubmit appropriate material, reasonably altered in an effort to remove the basis for such disapproval. All resubmissions and subsequent approvals or disapprovals shall be made and given in accordance with this Section, until the Plans and Specifications have been approved or this Lease is otherwise terminated.

6.04 COORDINATION OF CONSTRUCTION. Lessee and Lessor shall provide each other with such information and support and cooperation as may be reasonably necessary to complete the construction and installation of the System and Site Improvements on the Premises during the Construction Term.

Lessee shall be responsible for all utilities needed during the Construction Term.

During the Construction Term, Lessee or its contractor shall at all times keep the Premises in a clean, orderly and safe condition free of accumulated construction debris and waste

materials, and shall be responsible for removal of all construction debris and waste materials to a suitable licensed landfill.

All construction work, materials, and installations involved in or incidental to the construction on the Premises shall be subject at all times to inspection and approval by Lessor. During the Construction Term, Lessor shall during reasonable business hours have the right of access to the Premises to monitor *and* inspect the construction of the System and Site Improvements to assure that such improvements are constructed and installed in compliance with the approved Plans and Specifications.

Lessor shall have the right to halt construction or deny access to the Premises upon ten (10) days written notice to Lessee upon any material variance (i.e., causing a materially negative impact on City) from the approved Plans and Specifications unless such material variance is corrected by Lessee prior to the expiration the ten (10) day period, or, immediately, if such construction poses an immediate and imminent safety hazard to the general public, until such safety hazard is eliminated. Lessor shall cooperate and use its best efforts to alleviate and resolve any such material variance or impediment to the safe operation of Premises so as to permit continuation of construction as expeditiously as possible.

6.05 ENVIRONMENTAL REQUIREMENTS FOR CONSTRUCTION. In the performance of construction activities during the Construction Term, Lessee shall comply or cause to be complied with all lawful requirements of any applicable federal, state, or local environmental rules or regulations. Prior to the start of the Construction Term, Lessee shall submit through the Pocatello Regional Airport, Form 7460 Notice of Proposed Construction, and identify the need for a glare analysis. [NTD: Client to confirm this has already happened.] Lessee shall have these documents approved by the FAA prior to the start of construction.

6.06 LIMITATION ON LIABILITY. Lessee agrees that no liability shall attach to Lessor for any damages or losses incurred or claimed by Lessee or any other person or party on account of the construction or installation of the System and any Site Improvements or other improvements made by Lessee, unless as the result of the gross negligence or intentional misconduct of Lessor. Lessor agrees that no liability shall attach to Lessee for any damages or losses incurred or claimed by Lessor or any other person or party on account of the construction or installation of the System and any Site improvements or other improvements made by Lessee as a result of any Lessor-caused interference or delay unless the result of Lessee's negligence or intentional misconduct.

6.07 LAND USE. Lessee and Lessor agree to cooperate in any governmental approval processes to ensure that the Premises may be used for the use set forth in this Lease and that any such approvals do not interfere with the adjacent Lessor site use. Prior to commencement of the Construction Term, Lessee shall through the Pocatello Regional Airport, cause an Environmental Assessment to be completed and accepted by the Federal Aviation Administration. [NTD: Client to confirm this has already happened.]

6.08 RESTRICTION ON CHANGES AND ALTERATIONS. Lessee agrees not to materially improve, change, alter, or add to all or any of the System or Site Improvements, or remove or demolish the Site Improvements, without the prior written consent of the Lessor

(which approval shall not be unreasonably withheld, delayed or conditioned) unless otherwise required by law. Lessor agrees that “material” changes to the System, as contemplated by the prior sentence, do not include reasonable and customary improvements to the System that do not substantially change the appearance (i.e., size, height, footprint, etc.) of the System, increase the impact of the System on the Land or materially impact the Lessor’s rights under this Lease. If Lessee desires to improve, change, alter, or add to the System or Site Improvements, or to remove or demolish the Site Improvements, Lessee shall deliver updated Plans and Specifications to Lessor in accordance with the review process set forth in Section 6.03 hereof. Notwithstanding the foregoing, Lessee may remove of all or a part of the System at any time.

6.09 **TITLE TO IMPROVEMENTS; TITLE TO SYSTEM.** Lessee and Lessor agrees that, subject to the interest of any Mortgagee (defined below), Lessee shall retain title to and be the legal and beneficial owner of the System, Lessee’s Equipment and the System and Lessee’s Equipment shall remain the sole property of Lessee unless otherwise abandoned by Lessee. Lessor expressly denies any ownership, interest, operation, responsibility, or liability for the installation, operation or maintenance of the System or the Lessee’s Equipment at any time during the Term. Lessee and Lessor agree that all Site Improvements affixed to the Premises or Land shall, at the Lessor’s option, become the property of the Lessor upon completion and acceptance by the Lessor.

SECTION 7 OPERATION AND USE OF PREMISES

7.01 **OPERATIONS.** Lessee agrees as follows:

A. To the extent Lessee desires to operate the System, Lessee shall use commercially reasonable efforts to operate the System in accordance with any interconnection agreements. Nothing in this Lease shall obligate Lessee to operate the System.

B. If reasonably requested by Lessor, Lessee shall (and if desired by Lessee, Lessee may) establish and maintain a secured (fenced) perimeter around the Premises or provide escort for all vendors and suppliers requiring access to the Premises.

C. Lessee shall use commercially reasonable efforts to mitigate dust and land erosion. Any and all vegetation that may be used will need to be approved by the Lessor as to not interrupt normal operations.

7.02 **CARE OF AREA.** Lessee agrees that it will keep the Premises in a neat, clean, safe, sanitary and orderly condition at all times, and free of all paper, rubbish, spills, and debris. Lessee, at its own expense, shall collect and deposit all trash and refuse at frequent intervals from the Premises. Accumulation of boxes, cartons, barrels or other similar items shall not be permitted outside enclosed areas on the Premises.

7.03 **COMPLIANCE WITH ALL LAWS AND REGULATIONS AND ENVIRONMENTAL REQUIREMENTS.** Lessee agrees not to use or permit the Premises to be used for any purpose prohibited by the laws of the United States or the State of Idaho or the ordinances of Power County and the City of Pocatello, or not authorized hereunder, and it further agrees that it will use the Premises in accordance with all applicable federal, state and local laws.

Lessee shall use the Premises in accordance with any reasonable, general rules and regulations adopted by Lessor or the Manager so long as such rules are uniformly applied and do not unreasonably interfere with Lessee's construction and operation of the System and the Site Improvements or conflict with the express terms of this Lease. Lessee is required to comply with the Pocatello Regional Airport Master Plan in effect as of the Effective Date. Lessee further agrees to submit any report or reports or information which Lessor is required by federal or state law or regulation to obtain from Lessee or which the Manager may reasonably request relating to Lessee's operations and shall acquire all necessary federal, state, local permits and comply with all requirements of such permits.

7.04 STORAGE TANKS. Neither above ground nor underground storage tanks (excluding water storage tanks) will be permitted on the Premises (this includes special enclosure equipment).

7.05 WASTE OR IMPAIRMENT OF VALUE. Except as expressly permitted under this Lease, Lessee agrees nothing shall be done or kept on the Premises which might impair the value of Land or which would constitute waste or a public or private nuisance.

7.06 STRUCTURAL OR ELECTRICAL OVERLOADING. Lessee agrees that it will use all best efforts to prevent the operation of the System and any Site Improvements in such a way as to result in an overload of utility lines, in the event of violations hereof, Lessee agrees to immediately remedy the violation at Lessee's expense, as soon as reasonably practicable once Lessee becomes aware of such violation.

7.07 NOISE, ODORS, VIBRATIONS AND OTHER ANNOYANCES. Lessee shall conduct its operations in an orderly and proper manner so as not to commit any nuisance on the Premises or annoy, disturb or be offensive to others and shall take all reasonable measures, using the latest known and practicable devices and means, to eliminate any unusual, nauseous or objectionable noise, vapors, odors, lights and vibrations.

7.08 NO OTHER ENCUMBRANCES. Except as otherwise provided in this Lease, Lessee covenants and agrees not to encumber the Premises or City property without the prior written consent of the Manager, and to keep the Premises free from all liens and encumbrances.

7.09 INDEMNIFICATION. Lessee agrees that it will at all times maintain Worker's Compensation coverage for the benefit of its employees, and adequate liability and property damage insurance as specified in Section 9.1 covering the activities of Lessee, its agents, servants and employees, on the Premises.

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

**SECTION 8
UTILITIES, DRAINAGE, MAINTENANCE AND SERVICES**

8.01 UTILITIES. Lessee, at its sole cost and expense, shall make, obtain, and establish all electrical interconnections with the utility system(s), to measure and transmit the generated power, and all other utility connections, hook-ups or taps as necessary for the operation of the System on the Premises. Lessee shall secure all necessary applications and permits for such connections and shall pay all application and permit fees, hook-up or tap fees.

8.02 DRAINAGE. Lessee shall either be responsible for detaining on the Premises the developed flow from its improvements and discharging such flow at its historic rate or constructing offsite detention ponds at a location acceptable to the Manager and Lessee shall maintain such drainage facilities. Lessee shall keep such drainage ways clear of debris and obstructions and maintain them in good condition for the passage of the required flow and avoid erosion degradation.

8.03 MAINTENANCE. The cost of maintenance, care and any necessary replacement of the System and Site Improvements shall be borne by Lessee. Lessee agrees, at its expense and without cost or expense to Lessor, during the Term hereof that:

A. Subject to Lessee's right to remove all or any part of the System at any time, Lessee shall keep the System and Site improvements in a safe and orderly condition, but shall not be required to keep the System operational;

B. Lessee shall not permit weeds, grasses, rubbish, debris, waste materials or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Premises or to be disposed of improperly.

C. Subject to the other terms of this Lease, the Manager or his authorized representative shall have the right to make reasonable objections regarding the maintenance and appearance of the Premises. Lessee agrees to use best efforts to discontinue or remedy any reasonably objectionable condition within five (5) days after written notice by the Manager or his authorized representative.

8.04 INTERRUPTION OF SERVICES. Lessee agrees that Lessor shall not be liable for failure to supply any utility services unless as a result of the gross negligence or intentional misconduct of Lessor. Lessor reserves the right to temporarily discontinue utility services supplied by Lessor, if any, at such time as may be necessary by reason of accident, unavailability of employees, repairs, alterations or improvements or whenever by reason of strikes, lockouts, riots, acts of God or any other happenings beyond the reasonable control of Lessor. Lessor shall not be liable for damages to persons or property for any such discontinuance, nor shall such discontinuance in any way be construed as cause for abatement of Rent or operate to release Lessee from any of its obligations hereunder, except as otherwise provided in Section 11 of this Lease, unless such discontinuance continues for more than three (3) days.

**SECTION 9
INSURANCE AND TAXES**

9.01 INSURANCE. Lessee further agrees to secure at its own expense, and to keep in force at all times during the Term hereof, insurance for comprehensive general and professional liability, automobile, and worker's compensation in those amounts set forth on the Summary and as otherwise required by law. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless Lessor as contained herein. Lessee shall provide Lessor with a Certificate of Insurance evidencing Lessee's compliance with the requirements of this paragraph.

Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, materially changed or modified without 30 days prior written notice thereof having been given by certified mail.

Each such policy or certificate shall further provide that any coverage afforded City of Pocatello as an additional insured under the policies shall apply as primary insurance and any other insurance issued to City of Pocatello shall apply as excess and noncontributing insurance. In addition, a waiver of subrogation in favor of Lessor shall be attached to each of the policies. Lessee shall include as insureds under its policies all subcontractors, if any, or shall furnish separate certificates and endorsements for each subcontractor, if any. All coverage for subcontractors, if any, shall be subject to all of the requirements stated herein.

9.02 TAXES, LICENSES, LIENS AND FEES. Lessee shall timely pay all personal property taxes, possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority due to Lessee occupancy and use of the Premises (or any portion or component thereof). Lessee also agrees not to permit any mechanic's or materialman's or any other lien to become attached or be foreclosed upon the Land, the Premises or the Site Improvements thereto, or any part thereof, by reason of any construction work or labor performed or materials furnished by any mechanic or materialman. Lessee agrees to furnish to the Manager, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by it of Social Security, unemployment insurance and worker's compensation insurance, and all required licenses and all taxes. Lessee further agrees to promptly pay when due all bills, debts and obligations incurred by it in connection with its operations hereunder and not to permit the same to become delinquent and to suffer no lien, encumbrance, judgment or execution to be filed against the Premises or the Site Improvements thereon which will in any way impair the rights of Lessor under this Lease.

**SECTION 10
DEFAULT AND REMEDIES**

10.01 LESSEE DEFAULT. Lessee shall be in default under this Lease if Lessee, (each an "Event of Default"):

A. Fails to timely pay Rent or any other payment required hereunder within thirty (30) days after such amount is due to Lessor; or

B. Becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or

C. Transfers its interest under this Lease, without the prior written approval of Lessor, which shall not be unreasonably withheld, conditioned or delayed, by reason of death, operation of law, assignment, sublease or otherwise to any other person or entity except as otherwise provided in this Lease; or

D. Abandons, deserts or vacates the Premises; or

E. Except as expressly permitted under this Lease, suffers any lien (other than a Mortgage, defined below) or attachment to be filed against the Land because of any act or omission of Lessee, and such lien or attachment is not discharged or contested by Lessee in good faith by proper legal proceedings within twenty (20) days after receipt of notice thereof by Lessee; or

F. Fails to keep, perform and observe any other promise, covenant or agreement set forth in this Lease and such failure continues for a period of more than thirty (30) days after delivery by Manager of a written notice of such breach or default describing the alleged failure with reasonable specificity, or where fulfillment of Lessee's obligation reasonably requires activity over a longer period of time, Lessee within thirty (30) days of such notice fails to commence in good faith to perform whatever may be required to correct its failure to perform or thereafter fails to continue such performance without interruption except for causes beyond Lessee's control; or

G. Gives its permission to any person to use for any illegal purpose any portion of the Premises; or

10.02 REMEDIES FOR LESSOR. Upon an Event of Default, Lessor may exercise any one or more of the following remedies:

A. Lessor may elect to allow this Lease to continue in full force and effect and to enforce all of Lessor's rights and remedies hereunder, including without limitation the right to collect Rent as it becomes due together with Past Due Interest; or

B. Lessor may cancel and terminate this Lease and repossess the Premises, with process of law, and without liability for so doing, upon giving thirty (30) days written notice to Lessee of its intention to terminate, at the end of which time all the rights hereunder of Lessee shall terminate, unless the Event of Default, which shall have been stated in such notice, shall have been cured within such thirty (30) days. Notwithstanding the foregoing, Lessee shall be allowed only two notices of default hereunder which it may cure within the thirty (30) day time specified in this Section during any year of the Term. The third and any additional notice thereafter during any such year of the Term shall be cured by Lessee within fifteen (15) days and if Lessee fails to cure within such time frame, then Lessor at its sole option may (1) cancel and

terminate all of the rights hereunder of Lessee, and Lessor may, upon the date specified in such notice, reenter the Premises and remove therefrom all property of Lessee and store the same at the expense of Lessee, or (2) elect to proceed under subsection 10.02.C hereof.

If Lessor elects to terminate, Lessee shall be liable to Lessor for all amounts owing at the time of termination, including but not limited to Rent due plus interest thereon at the Past Due Interest Rate together with any other amount to fully compensate Lessor for all loss of rent, damages, and costs, including attorney's fees, caused by Lessee's failure to perform its obligations hereunder, or which in the ordinary course would likely result therefrom.

C. Subject to its and Lessee's rights under Section 4.03 hereof, Lessor may elect to reenter and take possession of the Premises and expel Lessee or any person claiming under Lessee without prejudice to any remedies for damages or breach. Such reentry shall not be construed as termination of this Lease unless a written notice specifically so states; provided, however, Lessor reserves the right to terminate the Lease at any time after reentry by proper notice. Following reentry, Lessor may relet the Premises, or any portion thereof, for the account of Lessee, on such terms and conditions as Lessor may choose, and may make such repairs or improvements as it deems appropriate to accomplish the reletting. Lessor shall not be responsible for any failure to relet or any failure to collect rent due for such reletting; however, Lessor agrees to make such efforts to relet as are consistent with state law in Idaho.

Lessee shall be liable to Lessor for all costs of reletting, including reasonable attorney's fees and repairs or improvements. Notwithstanding re-entry by Lessor, Lessee shall continue to be liable for all amounts due as rent under this Lease, on the dates specified and in such amounts as would be payable if default had not occurred. Upon expiration of the Term, or any earlier termination of the Lease by Lessor, Lessor, having credited to the account of Lessee any amounts recovered through reletting, shall refund, without interest, any amount which exceeds the rent, damages, and costs payable by Lessee under this Lease.

10.03 REMEDIES CUMULATIVE. The remedies provided in this Lease shall be cumulative and shall in no way affect any other remedy available under Law or equity.

10.04 WAIVERS. The waiver by either party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of a subsequent breach of such term, condition, or provision or any other term, condition, or provision contained herein.

SECTION 11 DAMAGE, DESTRUCTION OR LOSS

11.01 DAMAGE TO OR DESTRUCTION OF PREMISES. If the System and any Site Improvements, or any portion thereof, are destroyed or damaged, Lessee shall promptly remove all debris resulting from such damage to the System and any Site Improvements and at its sole discretion, may repair and/or reconstruct the System and any Site Improvements with due diligence, at its sole cost and expense, in accordance with the Plans and Specifications as they existed prior to such damage.

11.02 LOSS OR DAMAGE TO PROPERTY. Neither party shall be liable for any loss of property by theft or burglary or for any damage to person or property resulting from electric

lightening, or water, rain or snow, and each party agrees to make no claim for any such loss or damage at any time.

11.03 MUTUAL WAIVER/INSURANCE COVERAGE. Lessor and Lessee each waive any and every claim for recovery from the other for any and all loss of or damage to the Premises or to the contents thereof, which loss or damage is covered by valid and collectible fire and extended insurance policies, to the extent that such loss or damage is recoverable under such insurance policies. Since this mutual waiver will preclude the assignment of any such claim by subrogation or otherwise to an insurance company or any other person, Lessee agrees to give to each insurance company which has issued, or may issue, to Lessee policies of fire and extended coverage insurance, written notice of the terms of this mutual waiver, and to have such insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverage by reason of this waiver.

SECTION 12 ASSIGNMENT

12.01 Neither party shall have the right to assign any of its rights, duties or obligations under this Lease without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee may assign any of its rights, duties or obligations under this Lease (i) to one or more of its affiliates, (ii) to one or more affiliates or third parties in connection with a sale-and-leaseback or other financing transaction, (iii) to any present or future purchaser of the power generated by the System, (iv) to any person or entity succeeding to all or substantially all of the assets of Lessee, or (v) to a successor entity in a merger or acquisition transaction.

12.02 With respect to an assignment pursuant to clause (ii) in the immediately preceding sentence, Lessor acknowledges and agrees that, upon receipt of written direction by a financing-transaction assignee of Lessee ("Lender"), and notwithstanding any instructions to the contrary from Lessee, Lessor will recognize Lender, or any third party to whom Lender has reassigned the rights of Lessee under this Lease, as the proper and lawful lessee of the Premises and as the proper and lawful successor to Lessee with respect to access to the Premises across or through the Land and fully entitled to receive the rights and benefits of Lessee hereunder so long as Lender (or its assignee) performs the obligations of Lessee hereunder. Lessor shall be protected and shall incur no liability in acting or proceeding in good faith upon any such foregoing written notice and direction by Lender which Lessor shall in good faith believe (a) to be genuine and (b) a copy of which shall have been delivered to Lessee. Lessor shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such foregoing notice and direction, but may accept and rely upon them as conclusive evidence of the truth and accuracy of such statements.

12.03 In addition, Lessor agrees and consents as follows:

A. Lessor agrees to notify each Finance Party (defined below) in writing of any act or Event of Default of Lessee under the Lease of which Lessor has knowledge that would entitle Lessor to cancel, terminate, annul, or modify the Lease or dispossess or evict Lessee from the Premises or otherwise proceed with enforcement remedies against Lessee, and, after notice of

such act or Event of Default, each Finance Party shall have the same amount of time to cure any such default as Lessee plus an additional 45 days; provided that in no event shall a Finance Party be obligated to cure any such default. As used in this Lease, "Finance Party" means any (a) financier making direct or indirect equity investments in Lessee, (b) Lender, or (c) Mortgagee (defined below); provided, however, that no person shall be considered a Finance Party for purposes of this Lease unless and until Lessor has received notice, from either the Lessee or the prospective Finance Party, requesting that information concerning Events of Default be sent to the prospective Finance Party and including a mailing address for the prospective Finance Party. Notice to a Finance Party shall be sent by certified mail, return receipt requested, to the last address provided to Lessor pursuant to this Section, and shall be effective the third day from the date such notice is mailed.

B. Lessor consents to any Finance Party's security interest in the System, Site Improvements, leasehold interest in the Premises and Lessee's Equipment (the "Collateral") and waives all right of levy for rent and all claims and demands of every kind against the Collateral, such waiver to continue so long as any such security interest remains in effect. Lessor agrees that the Collateral shall not be subject to distraint or execution by, or to any claim of, Lessor.

C. Lessor hereby consents to any Finance Party accessing the Premises and the Land for the purpose of inspecting the Collateral.

SECTION 13 CONSENT TO MORTGAGE

13.01 **CONSENT.** Lessee may from time to time, without the prior written consent of Lessor, encumber Lessee's interest in this Lease or the Premises by mortgage, deed of trust or other real or personal property security instrument (a "Mortgage"), provided that any Mortgage and all rights acquired under it shall be subject to each and all of the covenants, conditions and restrictions stated in this Lease and to all rights and interests of Lessor and further provided, that Lessee shall promptly upon the execution of any Mortgage deliver a true copy thereof to Lessor. Nothing contained in any such Mortgage shall release or be deemed to relieve Lessee from full and faithful observance and performance of the terms, covenants and conditions herein contained to be observed and performed by Lessee or from any liability for the non-observance or non-performance of any of the terms and conditions hereof, nor be deemed to constitute a waiver of any rights of Lessor hereunder, except as expressly provided for herein. As used in this Lease, "Mortgagee" means a mortgagee, beneficiary of a deed of trust, or other holder of a Mortgage as provided for in this paragraph.

13.02 **ESTOPPEL STATEMENT.** At the request of either party, or a Finance Party, the non-requesting party or parties (a) shall execute, acknowledge and deliver to the requesting party or Finance Party, as applicable, a usual and customary Consent/Estoppel which may include among other things the following declarations: (i) either that the Lease is unmodified and in full force and effect, or the manner in which the Lease had been modified and whether the Lease as so modified is in full force and effect; (ii) the dates to which Lessee's monetary obligations hereunder have been paid in advance; (iii) whether, to the declaring party's knowledge, either party is or is not then in default hereunder; and (iv) whether, to the declaring party's knowledge, any past defaults have been fully cured.

SECTION 14
PROTECTION OF FINANCE PARTY

14.01 PROTECTIONS. Any Mortgagee of any interest of Lessee hereunder shall, for so long as its Mortgage is in existence and until the lien thereof has been extinguished, and any financier making direct or indirect equity investments in the Lessee shall, for so long as that investment continues, be entitled to the following protections.

A. NO AMENDMENT. Lessor shall not agree to any material amendment, mutual termination or modification or accept any surrender of this Lease, nor shall any such amendment, termination, modification or surrender be effective, without the written consent of each Finance Party.

B. TERMINATION. Lessor shall have no right to terminate this Lease due to an Event of Default unless and until Lessor and all Finance Parties shall have failed to effect the cure of such Event of Default within the time periods provided for cure.

C. RIGHT TO PERFORM. Any Finance Party shall have the right at any time to pay any rent due hereunder and to perform or cause to be performed any other obligation of Lessee at or within the time such payment or performance is required under this Lease or within 45 days thereafter.

D. CURING. Time spent diligently foreclosing a Mortgage shall constitute time spent continuously curing any Event of Default relating to any obligation that can only reasonably be performed by a party in possession of the Premises.

E. RIGHT OF ACCESS. Any Finance Party shall have a right to enter the Premises during the Term to inspect the Premises, the System, the Site Improvements and Lessee's Equipment and to avail itself of the protections afforded to a Finance Party under this Lease. Within the ninety (90) day period after receipt by any Finance Party of a notice that the Lease has been terminated prior to the expiration date (or such longer time as may be reasonably necessary to remove the System and Lessee's Equipment from the Premises), the Finance Party may remove the System and Lessee's Equipment from the Premises.

F. FORECLOSURE. If Lessee's Mortgagee becomes the Lessee under this Lease by means of foreclosure or transfer in lieu thereof, and if any assignee of such Mortgagee assumes all obligations under this Lease arising after the assignment to such assignee, such Mortgagee shall be liable under this Lease only for the period the Mortgagee was a Lessee hereunder (i.e., the period commencing when the Mortgagee acquired the Lessee's interest hereunder and ending when the Mortgagee assigned such interest to such assignee).

G. NO MERGER. In the event Lessee acquires fee ownership of the Premises, or in the event of Lessee's voluntary surrender of the leasehold estate, there shall be no merger of the leasehold estate created by this Lease with the fee without the prior written consent of all Finance Parties.

14.02 SUBORDINATION AND NON-DISTURBANCE AGREEMENT. Lessor may encumber Lessor's interest in this Lease or the Premises by mortgage, deed of trust or other

security instrument (a "Lessor Mortgage"); provided, however, that prior executing any Lessor Mortgage on the Premises, Lessor shall deliver to Lessee a Subordination and Non-Disturbance Agreement (as defined below) from each mortgagee, beneficiary or holder thereof. Lessor warrants and represents to Lessee that no Lessor Mortgage exists on the date of this Lease. Any Subordination and Non-Disturbance Agreements obtained by Lessor pursuant to this Section shall be in a form reasonably acceptable to Lessee and any Finance Party, and shall be in a form that may be recorded following its execution. "Subordination and Non-Disturbance Agreement" means an agreement between Lessee and the each mortgagee, beneficiary or other holder of a Lessor Mortgage that provides that the mortgagee, beneficiary or other holder of a Lessor Mortgage shall (i) subordinate its lien or encumbrance to Lessee's interest under this Lease, (ii) agree not to disturb Lessee's possession or rights under this Lease so long as Lessee is not in default under this Lease beyond applicable notice and cure periods, (iii) provide notice to Lessee and any Finance Party of defaults under the Lessor Mortgage, and (iv) disavow any interest in Lessee's equipment or property which may be deemed fixtures.

SECTION 15 MISCELLANEOUS PROVISIONS

15.01 ADVERTISING AND PUBLIC DISPLAYS. Lessee shall not install or have installed or allow to be installed upon or within the Premises, without the prior written approval of the Manager or his authorized representative, any sign which is visible from any other portions of the Land, either lighted or unlighted, static or animated, poster, banners or other display of advertising media, including material supplied by manufacturers of merchandise offered for sale, as well as other types of display other than the Lessee's Equipment.

15.02 AGREEMENT BINDING UPON SUCCESSORS. This Lease, subject to the provisions of Section 12 hereof, shall be binding upon and extend to the heirs, personal representatives, successors and assigns of the respective parties hereto.

15.03 AGREEMENT MADE IN IDAHO. This Lease shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Idaho.

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

Except as otherwise provided in this Lease, Lessee expressly assumes the risk and responsibility for any Hazardous Material during the term of this Lease, hereafter located on the Premises, and hold harmless the City, its officers, employees, representatives, agents, and successors from and against any and all judgments, claims expenses, causes of action, damages, liability (including reasonable attorneys' fees and costs) (1) including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of Hazardous Materials on the Premises, and (2) including, without limitation, the cost of any required or necessary repair, cleanup or detoxification and the preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of Hazardous Materials by any person on the Premises. The foregoing shall not apply to Hazardous Material within the Premises as of the Effective Date or which come onto the Premises after the Effective Date due to the actions or inactions of Lessor or its officers, employees, representatives, agents, and successors. Lessor warrants and represents to Lessee that Lessor is not aware of any Hazardous Material within the Premises as of the Effective Date.

15.05 NO CONFLICT WITH AIRPORT OPERATIONS. Lessee acknowledges that the Land is for use as an airport. Lessee hereby provides assurances that any and all activities associated with the proposed System are acceptable and compatible with airport operations and safety as of the Effective Date. Unless expressly permitted under this Lease, Lessee agrees to take no action on the Premises that may interfere with the Lessee's airport operations or which may create an aviation hazard.

15.06 SUBORDINATION. This Lease shall be subordinate to the provisions of that certain [] agreement dated [] between the Lessor and the United States relative to the operation and maintenance of the airport, a copy of which has been supplied to Lessee by Lessor. This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

15.07 NON-DISCRIMINATION. Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, sex, age, sexual orientation, gender identity, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, and (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, age, sexual orientation, gender identity, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the Premises in compliance with all other requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of breach of any of the nondiscrimination covenants contained herein, Lessor shall have the right to terminate the lease, and to reenter and repossess said land and facilities

thereon, and hold the same as if said lease had never been made or issued; provided, however, that Lessee allegedly in breach shall have the right to contest said alleged breach under applicable Federal Aviation Administration procedures, and any sanctions under or termination of the lease shall be withheld pending completion of such procedures.

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

15.09 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.

15.10 TRIBAL ISSUES. Lessor agrees to defend Lessee against any claims relating to the Premises made by the Shoshone-Bannock Tribes (hereinafter "Tribes") with regard to their Tribal Employment Rights Ordinance (TERO), business licensing regulations, or other tribal jurisdiction issues. Lessee acknowledges and agrees to immediately provide Lessor with a copy of any written correspondence or material provided to Lessee by the Tribes, and to not enter into any written agreement with the Tribes regarding the Premises or Lessee's operations thereon without first obtaining Lessor's written consent to do so. Lessee further agrees to cooperate with Lessor in the defense of said issues by performing reasonable accommodations to prevent and mitigate said issues and potential liabilities, and by assisting in any defense action. The foregoing does not apply to any claimed jurisdiction by the Tribes over activities on the Premises that affect the health, safety or welfare of the Tribes.

15.11 FORCE MAJEURE. Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Lease to the extent such failure, delay or interruption is due to causes which were not reasonably foreseeable and beyond the control of that party, including without limitation strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible or which is not in its power to control.

15.12 EXAMINATION OF PREMISES. The provisions of this paragraph are subject to, and do not impair, any warranties and representations of Lessor elsewhere in this Lease. Lessee has inspected the Premises and accepts the same in "as is" condition. Lessor makes no warranties, express or implied, concerning the property and Lessee in executing this Lease is relying upon its own judgment, information, and inspection of the Premises. Lessee hereby acknowledges that it is accepting the Premises from the Lessor subject to any and all physical conditions of the Premises. Lessee further affirms that the Lessor, its agents, employees, and/or

attorneys have not made, nor has Lessee relied upon, any representation, warranty, or promise with respect to the Premises or any other subject matter of this Lease except as expressly set forth in this Lease, including without limitation, any warranties or representations expressed or implied as the general plan designation, zoning, value, use tax status or physical conditions of the Premises or improvements thereon, or any part thereof, including, but not limited to the flood elevations, drainage patterns and soil and subsoil compositions and compaction level, and other conditions at the Premises, or the existence or non-existence of toxic or Hazardous Materials on or under the Premises, or as to the accuracy of any boundary survey or other survey or any soils reports or other plans or report therefore.

15.13 INDEPENDENT CONTRACTOR. The parties agree that Lessee shall at all times have the status of an independent contractor without the right or authority to impose tort or contractual liability upon Lessor. Nothing in this Lease shall be construed to mean or imply that Lessee is a partner, joint venturer, agent or representative of, or otherwise associated with, Lessor, Neither Lessor nor Lessee shall represent to others that one party is a partner, joint venturer, agent or representative of, or otherwise associated with, the other party.

15.14 NOTICES. All notices required to be given to City or Lessee hereunder shall be in writing and sent by certified mail, return receipt requested, to:

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

LESSEE: Pocatello Solar 1, LLC
c/o True Green Capital Management LLC
315 Post Road West
Westport, CT 06880

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons to receive such notices. The effective date of service of any such notice shall be the third day from the date such notice is mailed to Lessee or Lessor.

15.15 PARAGRAPH HEADINGS. The paragraph headings herein are for convenience in reference only and are not intended to define or limit the scope of any provision of this Lease.

15.16 PATENTS AND TRADEMARKS. Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under this Lease.

15.17 SEVERABILITY. If any provision in this Lease is held by a court to be invalid, the validity of other provisions herein which are severable shall be unaffected.

15.18 THIRD PARTIES. This Lease shall not be deemed to confer upon any third party or parties (except parties to whom Lessee may assign this Lease in accordance with the terms hereof, and except any successor to Lessor) any right to claim damages or to bring any action or

proceeding against either Lessor or Lessee because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

15.19 ENTIRE AGREEMENT. The parties agree that the provisions in this Lease constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No amendments shall be valid unless executed by an instrument in writing by all the parties with the same formality as this Lease.

15.20 FINAL APPROVAL. This Lease is expressly subject to and shall not be or become effective or binding on either party until approved by Pocatello City Council and fully executed by all signatories hereto, including all signatories of City.

15.21 GENDER. In construing the provisions of this Lease and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

15.22 MEMORANDUM. Upon Lessee's request, the Lessor and Lessee shall execute and record a memorandum of this Lease against the Premises in the real property records of Power County, Idaho. Upon termination of this Lease, Lessee shall execute a notice of termination for any memorandum so recorded.

15.23 FURTHER ASSURANCES. The parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Lease and to give full force and effect to each and all of the provisions hereof, including, without limitation, any documents reasonably requested by any Finance Party.

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

CITY OF POCA TELLO, a municipal corporation
of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk

“LESSEE”

POCA TELLO SOLAR 1, LLC, an Idaho
Limited Liability Company

By: _____
Print: _____
Title: _____

Exhibit A
Legal Description of Land

[insert]

DRAFT

Exhibit B
Legal Description of Premises

A parcel of land located in the Sections 3, 4, 9, and 10, Township 6 South, Range 33 East of the Boise Meridian located in Power County, Idaho being a portion of the Pocatello Regional Airport property more particularly described as follows:

Commencing at the East 1/4 corner of Section 3 and running thence S 00°20'06" W 1880.98 feet along the East line of said Section 3 to a 3" BLM Aluminum Cap Monument marked AP5, thence S 69°04'49" W 221.79 feet to the **True Point of Beginning**.

Thence S 45°13'53" W 1807.80 feet,

Thence N 89°47'03" W 5814.63 feet,

Thence N 00°12'20" E 1104.34 feet,

Thence N 09°52'26" E 832.52 feet,

Thence S 89°47'40" E 211.39 feet,

Thence S 66°56'50" E 209.04 feet,

Thence S 30°44'37" E 160.47 feet,

Thence S 00°33'46" E 421.38 feet,

Thence S 89°43'18" E 6461.49 feet to the **Point of Beginning**.

Parcel Contains ± 197.43 Acres.

Together with a 20-foot-wide Underground Power Easement being 10 feet each side of the following described centerline:

Commencing the East 1/4 corner of said Section 3 and running thence S 00°20'06" W 1880.98 feet along the East line of said Section 3 to a 3" BLM Aluminum Cap Monument marked AP5, thence S 69°04'49" W 221.79 feet, thence S 45°13'53" W 14.15 feet to the **True Point of Beginning**.

Thence S 89°49'01" E 317.69 feet,

Thence N 00°20'06" E 1663.77 feet,

Thence S 89°39'54" E 1323.60 feet to a Power Pole, being the **Point of Terminus**.

**Exhibit C
Depiction of Premises**

[NTD: replace with ALTA survey?]

DRAFT